

## FACILITY RENTAL AGREEMENT

1. Lessee(s) must be a minimum of 18 years of age and must be in attendance for the entire event.
2. At the time of application, a \$150 deposit for banquet halls, or the total cost of the community or meeting room rental fee is required.
3. The account balance is due fourteen days prior to the event and shall be remitted to the Facility Booking Office.
4. The Lessee shall submit set-up diagrams to the facility and should contact the facility manager to make an appointment to review the set-up requirements if necessary.
5. Rental times **include** set-up and take-down time. Should these times be overstayed, extra hourly charges will apply. The Lessor will have a representative on-site who will check in periodically with the permit holder.
6. The Lessee agrees to take all reasonable steps to ensure that the event is carried on in a safe and orderly manner and to ensure the safety of all people attending or working at the event. The Lessee shall ensure the entry doors to the facility are monitored by event staff or volunteers.
7. Non-licensed gambling or gaming activities are not permitted (e.g. Raffles, 50/50 Draws, Crown and Anchor, arms length of tickets) A license is required if you are selling raffle tickets to see if you have the lucky number to win a prize. Rental groups are not allowed to do any type of game and/or draw that would involve handing out, giving away and/or displaying alcohol as a prize. The only acceptable alcohol giveaway is gift cards for this type of draw prize. Examples of activities that are permitted include; Silent Auction, Trivia Contest, Loonie Toss, Hockey Shoot, Guess Amount in Jar, Hole in One Putting.
8. The Lessee agrees to place all garbage/recycling in the bags or containers provided and to clear tables, chairs, counters and floors of debris at the completion of the rental. County staff will be responsible for sweeping and mopping the floor, garbage removal and cleaning tables prior to and after the rental.
9. The County of Brant assumes no responsibility for personal injury or damage or for lost or stolen articles of permit holder, or anyone attending the function.
10. Failure to comply with the Facility Rental Agreement may result in the event being shut down and loss of future permitting privileges of municipally owned facilities.
11. The Smoke Free Ontario Act designates all municipal buildings as smoke free. The Lessee shall ensure that smoking in the Facility is not permitted.
12. The Lessee shall not suspend items from the ceiling, including piñata's. Only free standing or table top decorations may be used.
13. **The Lessee shall not decorate the facility unless they have prior approval by the Facility Manager and/or his designate. Helium balloons are only permitted if pre-arranged by the Facility Manager.** Suction cups, magnetic clips, and green painters tape may be used. The Lessee may not use tacks, nails, screws and other tape to affix objects to walls, windows, floors, doors, tables, chairs and ceilings, and may not use tape on the floors. The Lessee must remove all decorations and adhesive materials at the end of the event.

14. Candles are permitted if they are used on a birthday cake or fully enclosed in a non-flammable container such as a hurricane glass. The Lessee shall ensure that candles are not left unattended and are safely disposed of.
15. The Lessee shall not use of any special apparatus such as, but not limited to; smoke machines, bouncing castles, tents, scissor lifts/skyjacks etc. without the prior approval of the Facility Manager. Any additional requirements for the use of such apparatus (e.g. insurance, CSA approval, building permits) must be agreed upon and followed by the Lessee.
16. The Lessee shall not play music, whether recorded or performed after 1:00 a.m. and shall ensure the facility is cleared of guests by 1:30 am, with the exception of event organizers who are permitted to remain for clean up purposes until 2:00 a.m., after which time additional hourly rates will be applied.
17. The Lessee shall ensure that the use of rice, confetti, decorative sparkles or glitter is not permitted in the facility.
18. The Lessee is responsible for paying for any damages to property, buildings, furnishings, supplies or equipment.
19. The Lessee shall comply with the, facility's Fire Safety Plan as follows;
  - Make note of all locations of Fire Pull stations and Fire Extinguishers
  - Make note of all fire exits. DO NOT BLOCK EXITS. All exits must be kept clear at all times. Fire regulation clearance is 3'6" for all doors.
  - Prior to the start of your event, inform occupants/guests that in the event of a fire, they must evacuate from the nearest exit to the designated safe area and remain on site until otherwise directed by the Fire Department
20. All deposits for Banquet Halls are non-refundable (\$150). Lessees renting the facility for a single event date will be permitted to terminate the rental agreement if notice is received 30 days prior to the rental date. Should written notice be received less than 30 days, only applied SOCAN fees will be refunded. Lessees renting the facility for multiple event dates may cancel any date if written notice is received 14 days in advance.
21. Lessees renting for a single will be permitted to cancel the permit for meeting rooms if notice is received 14 days in advance.
22. The Lessee agrees to observe, comply with, keep and enforce all applicable laws and regulations, all insurance and related documents, and all rules, regulations and by-laws of County of Brant, its Police and Fire Departments, and of any other Department of the County, Provincial or Federal, but not limited to, matters affecting sanitation, health, fire prevention, safety, noise and crowd control.

I, \_\_\_\_\_, representing \_\_\_\_\_  
 (Print Name) (Name of group, organization)

have read and on behalf of the Lessee agree to rent the Facility on the Dates and Times and for the intended purposes as indicated, and to pay the fees and to ensure compliance with the Terms and Conditions contained herein and attached hereto, and hereby warrant and represent I execute this agreement on behalf of the Lessee and have sufficient power, authority and capacity to bind the Lessee with my signature.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_\_\_\_.

\_\_\_\_\_  
 Signature of Lessee

\_\_\_\_\_  
 Signature of Lessor (County of Brant)

## **SPECIAL TERMS AND CONDITIONS - SERVICE OF ALCOHOLIC BEVERAGES**

1. The person signing the rental agreement is required to obtain a Special Occasion Permit (liquor license) if they intend to serve ANY alcohol at their event and MUST follow all rules and regulations outlined in the permit. The person named on the Special Occasion Permit must be in attendance at the event and is responsible to ensure that all rules and regulations of the Alcohol and Gaming Commission (AGCO) and the County of Brant facility rental agreement is strictly adhered to. **A copy of the Special Occasion Permit is to be submitted to the Facility Manager two weeks prior to the event.**
2. Lessees can arrange for their own bartenders. They must be certified through **Smart Serve** and certification must be current and up to date. **A copy of the Smart Serve certificate is to be submitted to the Facility Manager two weeks prior to the event.**
3. The Lessee shall provide adequate security to ensure that no unauthorized person attends the event and that no alcoholic beverages are sold or served to any person under the age of 19 or to any person who is or appears to be intoxicated so that by increasing that person's intoxication, the person would be in danger of causing an injury or damage to his person or to the person or property of others.
4. The person named on the Special Occasion Permit must ensure that measures are put into place for the control of minors and/or persons appearing to be under the age of 30 years of age, by way of mandatory proof of age of majority using legal photo identification and alcohol service identification (i.e. wrist band policy) for the duration of their event.
5. The person named on the Special Occasion Permit must ensure that measures are put into place for the control of occupancy in the facility for the duration of their event. The Lessee agrees to not hold, sponsor or promote any function deemed to be publicly or morally offensive or that in any way would contravene any Statute, Law or Legislation of the Government of Canada/Province of Ontario. Counts should be taken and maintained for persons coming and going. **The occupancy load, which includes all persons in the facility, MUST NOT be exceeded.**
6. The Lessee agrees to take out with an insurer licensed to carry on business in Ontario, at the expense of the Lessee, general liability insurance including property damage, and at events where alcohol is being served, Host Liquor Liability, acceptable to the County of Brant providing insurance coverage in respect of any one accident or occurrence to the minimum limit of Two Million Dollars (\$2,000,000) against loss or damage resulting from bodily injury to, or death of, one or more persons, and loss of, or damage to, property arising in connection with the function as a result of any act or omission of the Lessee, their members, officers, employees, agents or contractors; such policy shall name The Corporation of the County of Brant as an Additional Insured. Insurance may be purchased or provided by your homeowner's insurance, associated Provincial Association, or Party Alcohol Liability ([www.palcanada.com](http://www.palcanada.com) or 1-800-265-8098). **A copy of the Insurance certificate is to be submitted to the Facility Manager two weeks prior to the event.**
7. Straight shots of alcohol (Shooters) are not allowed (including Jell-O shooters).
8. The bar must be **closed at 12:45am** with no last call being made.
9. The Banquet Hall must be cleared of guests and all alcohol removed from the tables and patrons by 1:30am. Organizers may remain for clean-up purposes only until 2 a.m.

I, \_\_\_\_\_, representing \_\_\_\_\_  
(Print Name) (Name of group, organization)

have read and on behalf of the Lessee agree to rent the Facility on the Dates and Times and for the intended purposes as indicated, and to pay the fees and to ensure compliance with the Terms and Conditions contained herein and attached hereto, and hereby warrant and represent I execute this agreement on behalf of the Lessee and have sufficient power, authority and capacity to bind the Lessee with my signature.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 201\_\_\_\_.

\_\_\_\_\_  
Signature of Lessee

\_\_\_\_\_  
Signature of Lessor (County of Brant)

## EVENT PLANNING GUIDE

### General Responsibilities

All Special Event Permit holders must be familiar with the rules and regulations governing SOP's and the Liquor License Act.

All alcohol must be purchased at an Ontario Liquor or Beer Store. Event guests are not permitted to bring their own alcohol. The Lessee must provide the municipal representative a copy of the alcohol purchase receipt showing the purchased products. The County of Brant requires that a minimum of 30% of the beverages be of low-alcohol content (e.g. Beer 4% or less)

Permit holders can arrange for their own bartenders. They must be certified through Smart Serve and certification must be current and up to date. For more information go to [www.smartserve.org](http://www.smartserve.org) or call 1-877-620-6082. Bartenders should be hired at a ratio of one per every 150 guests. Smart Serve trained event workers are not permitted to consume alcohol during the even while they are on duty, nor will they be under the influence of any alcohol consumed before the event, as they are responsible for making decisions regarding individuals and their behaviour during the event. Bartenders are required to complete an incident log for the event they are working at.

Large events may require additional Smart Serve workers, Pay Duty officers or security staff to monitor doors, sell tickets, monitor event guests and provide sufficient security. The Facility Manager will confirm these requirements prior to booking the facility. Additional documentation will be required two weeks prior to the event.

You must offer your guests sandwiches or a light meal during your event. Chips, peanuts and other snacks are not sufficient to offset the effects of alcohol.

The Lessee is responsible for ensuring that all attendees are not consuming alcohol in unauthorized locations and that no one consumes alcohol to the point of intoxication.

The Lessee must be in attendance at the event for the entire duration of the event. The Lessee is ultimately responsible for all activities that occur during the event and is the main contact for municipal staff. They will also ensure that all attendees/guests behave in a safe and responsible manner.

Lessees must ensure that efforts are made to encourage individuals who have consumed alcohol to participate in a safe transportation program. Options should include; arranging a Designated Driver Program, providing free or low-cost non-alcoholic drinks to designated drivers, arranging for taxis or shuttle buses, promoting RIDE awareness, identifying a Designated Driver type program on advertisements and invitations, contacting Police if intoxicated guests insist on driving.

### Event Planning Checklist

- Book the Facility at the Booking Office or by calling 519-442-1944 or 1-888-850-2066
- Pick-up and complete a Special Occasion Permit 30 days prior to your event. The forms are available at your local LCBO or download the form at [www.agco.on.ca](http://www.agco.on.ca)
- Obtain / Purchase \$2 million in liability insurance coverage and receive a Certificate of Insurance from the provider. Insurance may be purchased or provided by your homeowner's insurance, associated Provincial Association, or Party Alcohol Liability ([www.palcanada.com](http://www.palcanada.com) or 1-800-265-8098)
- Arrange to hire Smart Serve bartender or for someone in your group to get training through Smart Serve
- Decide on menu or book caterer
- Get approval of decorations from the Facility Manager
- Submit a copy of the SOP, Insurance Certificate, Smart Serve Certificate(s) and meet with the Facility Manager/designate to complete a Room Set-up **no later than 14 days in advance** of your event
- Purchase plastic cups, ice, bar supplies, alcohol, decorations, food items
- Plan ahead to have a safe transportation program in place