



## FACILITY RENTAL AGREEMENT

1. This Agreement encompasses the following Policies:

- Recreation Facility Booking Policy – Policy Number CSD-2015-02
- Facility Cancellation Policy – October 1, 2017
- Sport Facility Allocation Policy – Policy Number CMS-2016-01

I understand that by signing this document, I am subject to the above-noted policies.

2. Definitions

- Rental – a contract/permit that has been confirmed and paid for a specific date and time
- Time Slot – a specified rental period e.g. 1 hour of ice time, two hours for a soccer field
- Cancellation Request – a written request received by the Facility Booking Office
- Regular Season or Session – a specified period of time specific activities occur throughout the year
- Rental Transfer – a date change for the same activity based on availability.

3. This agreement pertains to all Rooms, Halls and Gymnasiums booked through the County of Brant Community Services Facility Booking Office.

4. Lessee(s) must be at least 18 years of age and must be in attendance for the entire event.

5. 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. The account balance is due fourteen (14) days prior to the event and shall be remitted to the Facility Booking Office.

Cancellations (excerpt from Facility Cancellation Policy, Oct. 2017):

If a cancellation occurs due to COVID-19, no administration fee shall apply. Lessees can re-schedule if time is available. Booked halls and rooms will be credited to your account upon cancellation.

4.2 Banquet Hall Rentals and Meeting Rooms

4.2.1 All deposits for banquet halls are non-refundable (\$150). Rentals will be permitted to cancel if notice is received 30 days prior to the rental date. All fees paid, less the \$150 deposit will be refunded.

Should written notice be received less than 30 days, no fees will be refunded.

4.2.2 Meeting room rentals may cancel any date if written notice is received 2 or more days in advance. A \$15 cancellation fee will be applied. Meeting room rentals can transfer dates at no charge.

4.2.3 Meeting room cancellation requests received less than 2 days in advance will not receive any refund.

4.8 Gymnasium Rentals

4.8.1 All rentals will be charged a \$15.00 administration fee to cancel a one-time gym rental.

4.8.2 All groups with multiple rentals will be charge a minimum \$15.00 administration fee or 15% of their total rental contract.

5.0. Procedure

5.1 The customer shall submit in writing a cancellation request.

5.2 The Facility Booking staff shall attempt to re-schedule the event and amend the permit.

5.3 The applicable cancellation fee will be applied and the refund request issued.

5.4 If facility rental time is returned to the County after a contract is signed due to insufficient registration or regular attendance is deemed to be a financial hardship on a group or individual, the situation will be evaluated by the Director of Facilities & Parks and a fair cancellation fee will be determined.

Cancellation of a contract, in whole or in part, that includes a series of bookings and which does not meet the cancellation and refund criteria established in this policy must be approved by the General Manager of Community and Protective Services and/or Corporate Services. A negotiated cancellation fee will be applied at the discretion of the General Manager of Community and Protective Services.

5.5 The Corporate Services department will issue the refund by cheque.

6. The Lessee shall submit set-up diagrams to the facility booking office and should contact the facility manager/supervisor to make an appointment to review the set-up requirements if necessary.

7. Rental items 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 that will check in periodically with the permit holder.

8. 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.

9. The conditions of any facility or portion thereof must be left in the same condition or state as when accepted for use.

10. Non-licensed gambling or gaming activities are not permitted as per the Alcohol Gaming Commission of Ontario (AGCO), (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.

11. 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.

12. 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.

13. 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.

14. The Smoke Free Ontario Act designates all municipal buildings as smoke free. The Lessee shall ensure that smoking in the facility is not permitted. Persons cannot smoke or vape on the

outdoor grounds of a community recreational facility and any public areas within 20 metres of its grounds.

A community recreational facility is an enclosed public place or enclosed workplace that offers athletic and recreational programs to the local community and is owned or operated by:

- a not-for-profit corporation
- an organization registered as a charity
- the province
- a municipality

A designated area has been set up on the perimeter of the property with a disposal system. Please move to this area to smoke or vape. Enforcement is conducted by the Brant County Health Unit. A person who contravenes a provision of the Smoke-Free Act is guilty of an offence and on conviction is liable to a fine.

15. The Lessee shall not suspend items from the ceiling, including piñatas. Only free standing or table top decorations may be used.

16. The Lessee shall not decorate the facility unless they have prior approval by the Facility Manager/Supervisor and/or their designate. Helium balloons are only permitted if pre-arranged by the Facility Manager/Supervisor. Suction cups, magnetic clips, and green painters tape may be used. The Lessee may not use tacks, 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.

17. 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.

18. The Lessee shall not use of any special apparatus such as, but not limited to; smoke machines, bouncing castles, tents, and scissor lifts/skyjacks, etc. without the prior approval of the Facility Manager/Supervisor. 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.

19. The Lessee shall not play music, whether recorded or preformed after 1:00 a.m. and shall ensure the facility is cleared of guests by 1:30 a.m., 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. Exception for New Year's Eve, where alcohol may be served to 1:00 a.m. and removed from the facility by 1:45 a.m., in accordance with the requirements of the Special Occasion Permit.

20. The Lessee shall ensure that all material/supplies are removed from the facility at the end of the rental or arrange this with the applicable Facility Manager/Supervisor for an appropriate alternate time.

21. The Lessee shall ensure that the use of rice, confetti, decorative sparkles or glitter is not permitted in the facility.

22. The Lessee is responsible for paying any damages to property, buildings, furnishings, supplies or equipment.

23. 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.

#### 23.1 Cooking in community halls

- A cooking operation producing smoke or grease-laden vapours shall only be permitted in facilities equipped with an exhaust system and fire protection system in accordance with NFPA 96, "Standard for Ventilation Control and Fire Protection of Commercial Cooking Operations". Facilities encompassed under this agreement that would not permit cooking and/or are not in compliance with ventilation and fire protection standards include all lobby's, rooms and gymnasiums, and the Lafarge Hall – Brant Sports Complex.

- Any cooking operation producing exuberant amounts of heat, smoke, or grease-laden vapours will be strictly prohibited. Inability to adhere to this could result in additional expense to the lessee as per clause 22 in this agreement, in addition to, failure to comply to the Facility Booking Agreement will see clause 13 of this agreement applicable.

24. All lessees are responsible to ensure its organization adheres to the Respect & Responsibility Policy.

25. 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 the County of Brant, its Police and Fire Departments, and of any other Department of the County, Provincial or Federal governments, but not limited to, matters affecting sanitation, health, fire prevention, safety, noise and crowd control.

26. The Lessee shall comply, and ensure all guests comply, with any and all terms of use for the facility, as the County may impose from to time. Without limiting the generality of the foregoing, the Lessee acknowledges that animals (except service animal, as defined in the Parks bylaw 225-04) are not permitted at the facility without the express written consent of the County.

27. Depending on circumstances, the County shall require the group/organization/ individual to engage paid security or take other agreed-upon action to ensure appropriate security for the duration of a scheduled event.

28. The Lessee agrees to defend, indemnify and save harmless the County of Brant, its elected officials, officers, employees, and agents/contractors from and against any and all actions, causes of action, suits, claims, demands, costs, damages, expenses or losses which they may bear, suffer or be put to arising out of or in any way connected with this agreement, and the use of the County of Brant facilities.. This indemnity shall survive this agreement.

#### 29. Additional COVID-19 Conditions

29.1 The Lessee acknowledges that COVID-19 continues to be an ongoing health and safety concern that is outside of the County's control. The Lessee acknowledges that any potential future actions/orders with respect to COVID-19, and or any other endemic, pandemic, or significant and/or widespread health crisis may require the County to alter the terms and conditions of the permit and/or close County of Brant facilities. In no event shall the County be liable for any special, consequential, incidental or indirect damages whatsoever (including,

without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of such alterations or cancellations.

29.2 The Lessee acknowledges and agrees that use of the County Facility permitted herein may include possible exposure to and illness from infectious diseases including but not limited to COVID-19. The County of Brant has put in place preventative measures to reduce the spread of COVID-19; however, the County of Brant cannot guarantee the Lessee will not become infected with COVID-19. Further, attending the County Facility could increase the Lessee's risk of contracting COVID-19. The Lessee acknowledges that entering County Facility carries with it certain inherent risks related to COVID-19 transmission which may include, but are not limited to: i) the risk of coming into close contact with individual(s) or objects that may carry COVID-19; ii) the risk of transmitting or contracting COVID-19 directly or indirectly, to or from other individual(s); and iii) injuries and complications ranging in severity from minor to catastrophic, including death, resulting from directly or indirectly from COVID-19 or the treatment thereof (the "Inherent Risks"). Further, the Lessee understand that the risks of COVID-19 are not fully understood, and that contact with, or transmission of COVID-19 may result in risks including but not limited to loss, personal injury, sickness, death, damage and expense, the exact nature of which are not currently ascertainable, and all of which are to be considered Inherent Risks. The Lessee acknowledges the contagious nature of COVID-19 and the Inherent Risks, and hereby voluntarily accept and assume the Inherent Risks the Lessee may be exposed to or infected by COVID-19 by attending the County Facility and that such exposure or infection may result in risk of personal injury, illness, permanent disability, and death, or other losses and expenses. The Lessee knowingly and freely assumes all such risks, both known and unknown, and acknowledges and agrees that the indemnity provision above in Section 5.20 extends and applies to any cause of action related to COVID-19 or any other infectious diseases resulting from the Lessee or any of the Lessee's invitees, guests or participants in relation to or in connection with the Lessee's use of the County Facility. Further, the Lessee for itself and on behalf of its invitees, guests and participants hereby releases, covenants not to sue, and agrees to discharge, and hold harmless the County, its employees, volunteers, agents, and representatives, of and from the any and all actions, causes of actions, claims, demands for damages, loss or injury, accident or illness, including death, and property loss (the "Claims"), in any way related, directly or indirectly, to the risks assumed hereby.

29.3 If required by the County of Brant, the Province of Ontario, and/or the Government of Canada, the Lessee shall provide the County of Brant with information and any documentation supporting COVID-19 safeguards in place by the Lessee, upon request by the County of Brant. The Lessee shall provide documentation satisfactory to the County of Brant that it is permitted as an entity to use the County of Brant Facility in accordance with any applicable Provincial or other relevant legislation.

29.4 The Lessee acknowledges and agrees that while a County of Brant Facility is in use by the Lessee or any persons under the Lessee's care, the Lessee shall ensure any and all Public Health directives and provincial orders, as applicable, relating to COVID-19 and/or any other potential future endemic, pandemic, or significant and/or widespread health crisis are being strictly adhered to by the Lessee and all of the Lessee's invitees, guests, spectators and participants. The Lessee is responsible for ensuring all COVID-19 regulations, signage, requirements, rules and regulations are in place and adhered to, including any directives that may be issued from any entity that the Lessee may also report to (ie. a provincial or national organization if applicable).

29.5 The Lessee acknowledges and agrees that the County of Brant may at any time without notice amend or add additional requirements to this Agreement, which includes immediate

termination of this Agreement on the basis of any Provincial Order that may impact the use of the County Facility. Upon receipt of any written notice, the Lessee shall forthwith comply with any and all newly amended, and/or additional terms as required by the County. Upon discovery of non-compliance with any term of this provision or any provincial order shall result in immediate termination of this Agreement and the Lessee's right to use the County of Brant Facility. The County of Brant shall not be responsible for any losses to the Lessee from any termination of this Permit.

I have read, understood and 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.

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.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

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

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