



## Halls, Rooms and Gymnasium - Terms and Conditions

### FACILITY RENTAL AGREEMENT

1. This Agreement encompasses the following Policies:

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

I understand that by signing this document, I am subject to the above-noted policies. The Lessees(s) acknowledge that on the date of their event the most current version of any of the above policies will be applicable and is to be adhered to. The most current version of all policy can be found at [www.brant.ca](http://www.brant.ca)

2. Definitions

- Cancellation Request – a written request received by the Facility Booking Office.
- Lessee – entity renting space from the County of Brant
- Lessor – County of Brant as owner of rental spaces pertaining to this agreement
- Rental – a contract/permit that has been confirmed and paid for a specific date and time
- Regular Season or Session – a specified period of time specific activities occurs throughout the year
- Rental Transfer – a date change for the same activity based on availability
- Time Slot – a specified rental period e.g. 1 hour of ice time, two hours for a soccer field

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, the total cost of the community or meeting room rental fee is required at time of booking. For Special Occasion Permit events a \$150.00 deposit is due at time of booking. This is non-refundable. The account balance is due fourteen (14) days prior to the event and shall be remitted to the Facility Booking Office. Rentals being booked outside of the current booking year (April-March) may be subject to rental fee increases as approved by Council annually. Updated fees are put into effect April 1 annually. Facility booking staff will inform Lessees of increases to all applicable fees pertaining to their rental upon approval. At the time of fee update, all outstanding balances will be required to be paid as per the conditions outlined above.

6. A copy of the Lessee's Certificate of Insurance shall be submitted at least two weeks prior to the first date booked for review and approval by the County prior to your event date. If purchased through the County of Brant third party provider, it will be added to your permit at an additional cost.

It is the responsibility of the Lessee to ensure all information related to their event provided to the facility booking office is accurate and current. The lessee acknowledges that any inaccuracies to the provided information could result in termination of their rental or improper insurance coverage for their rental.

7. The County of Brant Community Centres shall generally be closed to the public, for statutory holidays and days when the municipality is closed. Those dates are Labour Day, Thanksgiving Day, Christmas Day, Boxing Day, New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day and Civic Holiday unless otherwise directed. On Christmas Eve and New Year's Eve, facilities will be closed at 12 noon and rentals limited to booking no later than 11:00 a.m.

Facilities will be open on National Day for Truth and Reconciliation if groups want to book that date the applicable statutory holiday surcharge of 45% will apply.

Rentals approved by Facilities Supervisor(s) and if applicable staff resources can be scheduled, which are held on a statutory holiday or on holidays declared by Council of the Corporation of the County of Brant shall be charged the approved rate plus a surcharge of 45 % of the applicable rental rate.

Facilities could have additional closure dates not outlined above due to staffing capacity or required maintenance.

8. 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 that will check in periodically with the permit holder.

9.0 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.

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

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

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 Lessee shall submit set-up diagrams to the facility booking office at least two weeks prior to the event and should contact the facility supervisor to make an appointment to review the set-up requirements if necessary.

13. 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.

14. 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.

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

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

Lessee may not use tacks, screws and other adhesives 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.

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

17. 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 Supervisor and/or designate for an appropriate alternate time. If rental items are used during the event they must be removed from the premises at the end of the event. If other arrangements are required, they must be approved by the applicable Facility Supervisor.

18. 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.

19. The Lessee shall not use of any special apparatus such as, but not limited to; smoke machines, bouncing castles, tents, scissor lifts/skyjacks, and pyrotechnics, etc. without the prior approval of the Facility Supervisor and/or designate. Any additional requirements for the use of such apparatus (e.g. insurance, CSA approval, building permits) must be pre-arranged, agreed upon and followed by the Lessee.

20. If additional cleaning is required, additional cleaning fees will apply at the discretion of the Facility Supervisor or their designate. These fees would be the approved hourly rate for required County of Brant staff or fees for external cleaning agencies as deemed necessary by staff.

21. 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.

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

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.

#### 24. 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 20 and 26 of this agreement applicable.

25. 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

The County of Brant currently does not have designated smoking/vaping areas in its community recreational facilities. If you require a designated smoking area for your event, please speak about this to the facility supervisor (or their designate). 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.

26. Lessee shall be responsible for all damages caused to but not limited to the building, grounds, chattels, furnishings, or equipment belonging to the County of Brant, as a result of malicious damage or acts of vandalism as may have been perpetrated by members of the group before or after the rental period. Any repairs that are required as a result of damages will be invoiced to, and be the responsibility of, the Lessee and must be paid in full. Failure to pay

the invoice forthwith may result in the contract being suspended until paid and future requests being denied. Frequent or significant damages by any Lessee shall result in having their renting privileges revoked.

27. 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 and all departments, including but not limited to the Police and Fire Departments, as well as all provincial and federal rules and regulations, including but not limited to, those affecting sanitation, health, fire prevention, safety, noise and crowd control.

28. 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 time 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.

29. 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.

30. 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. If an event is shut down for non-compliance no refunds will be issued by the Lessor.

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

#### *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 Cancellation Procedure

*5.1 The Lessee 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.*

34. When the leased space has a conjoined patio area being utilized by the Lessee at the time of their event all conditions of this agreement in addition to the following will be adhered to:

34.1 Lessee will not light, build or stoke a fire or bonfire at any time on the premise.

34.2 Unless authorized by permit, use of a personal barbecue is prohibited

34.3 The use of sound equipment and/or amplified sound is not permitted on patio areas, unless specific written approval is obtained from the County of Brant. All approved use will also be subject to all approved noise control by-laws.

34.4 Hours of use of any adjacent patio space will be the same as those reflected as the duration of the approved permit. All use of patio space is subject to any applicable by-laws, law, regulations., e.g. noise control by-laws.

34.5 The assembly or installation of items, including, without limitation, inflatable devices (example: jumping castles), tents, gazebos, etc. is not permitted within patio areas at any time.

35. Health and Safety Conditions

35.1 The Lessee acknowledges that there are health and safety matters that are outside of the County's control. The Lessee acknowledges that such health and safety concerns may require the County to, without notice, alter the terms and conditions of the permit, terminate this Agreement, and/or close County of Brant facilities. 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 or damages (including but not limited to special, consequential, incidental, direct, or indirect) to the Lessee from any alteration or termination of this Permit.

35.2 The Lessee is responsible to ensure any and all Public Health directives and provincial orders, as applicable, are being strictly adhered to by the Lessee and all of the Lessee's invitees, guests, spectators and participants. Without limiting the generality of the foregoing, the Lessee is responsible for cleaning, sanitizing or disinfecting touch points.

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)