



Halls, Rooms and Gymnasium - Terms and Conditions

FACILITY RENTAL AGREEMENT

1. This Agreement encompasses the following Policies:

- Recreation Facility Booking Policy – Policy Number CMS-2025-04
- Sport Facility Allocation Policy – Policy Number CMS-2025-05
- Respect and Responsibility Policy – Policy Number CMS-2025-06
- Facility Cancellation Policy – Policy Number CMS-2025-03

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

2. Definitions

Cancellation Request – a written request received by the Facility Booking Office.

Contract Booking – refers to any permit that includes a regularly reoccurring booking within a recreation facility. This can include seasonal contracts within allocated sport seasons, or annually.

Facility – includes all indoor and outdoor recreation facilities at any County of Brant owned and operated designated site.

Facility Booking Office – means the Community Services Department, centralized booking location.

Lessee – entity renting space from the County of Brant, can be an individual, organization, or a business.

Lessor – County of Brant as owner/operator of rental spaces pertaining to this policy

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 the program activities occur throughout the year

One Time Booking – means any booking that does not occur over multiple dates.

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 Failure to comply with this Facility Rental Agreement may result in the permit being cancelled.

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

6. 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 thirty (30) 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. Refundable security deposits will be due in full at the time of booking. Multi-day events will be charged a single deposit (one per permit). If the permit has been cancelled before the event takes place, the security deposit will be refunded in full, if notice is provided prior to date set out in the cancellation policy for refunds and payment for the rental has also been made in full. In the event written notice is provided after the cancellation deadline and an outstanding balance remains for the rental the deposit fees will be retained to cover the amount owing (partial or in full as deemed necessary by staff).

7. A copy of all necessary documentation is to be provided to the Facility Booking Office as outlined below for review and approval by the County of Brant prior to the event date.

- A copy of the Lessee's Certificate of Insurance shall be submitted a minimum of two weeks prior to the first date booked. If purchased through the County of Brant third party provider, it will be added to your permit at an additional cost.
- If applicable, any specific documentation for the service of alcohol shall be submitted a minimum of two weeks before the event.
- 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.

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.

8. The County of Brant facilities shall generally be closed to the public, annually, on statutory holidays, unless a minimum rental request for 6 hours is received and based on the ability to provide the services. Additional fees as outlined in the Fees and Charges by-law will be applied for any bookings on Statutory holidays. 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.

Rentals are to be approved by Facilities Supervisor(s) and/or their designate only 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 2 times of the applicable rental rate.

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

9. 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.

10.0 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.

10.1 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.

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

12. The Lessee agrees to place all garbage/recycling in the bags or containers provided and to clear tables, chairs, counters, and floors of all chattels and debris at the completion of the rental. County staff will be responsible to ensuring that the facility and the include fixtures are in clean and operational order 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. 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.

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

15. The Lessee shall not decorate the facility unless they have prior written approval by the Facility Supervisor and/or their designate. Helium balloons are permitted but must be tied to a weight at all times. 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.

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

16. The Lessee shall ensure that all material/supplies are removed from the facility at the end of the rental. If any rental items are used during the event they are to be dropped off and removed from the premises within the times outlined in the rental permit. Alternative arrangements for drop off and pick up of materials, supplies and/or rental items are at the discretion of the Facility Supervisor.

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, scissor lifts/skyjacks, and pyrotechnics, etc. without the prior written 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. All lessees are responsible to ensure its organization adheres to the Respect & Responsibility Policy CMS-2025-06.

25. The Lessee is responsible for the discipline of its club or group. The Lessee will not do or permit to be done, any act which will or may be a nuisance, annoyance, inconvenience or damage to the municipality or its members and other persons lawfully using the premises. The Lessee is responsible for any persons, which are in attendance and affiliated in any way with their event, league, team or organization for the duration of the Agreement

26. Alcoholic beverages or narcotics of any kind are not allowed in any area of the said building or the entrance or appurtenances thereto. User groups/organizations/individuals participating in illegal activities not permitted in the facilities shall be subject to disciplinary action as per the Respect & Responsibility Policy, CMS-2025-06.

27. 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 perpetuated 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.

28. 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.

29 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.

30 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.

31. 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.

Cancellations (excerpt from Recreation Facility Cancellation Policy)

1.1 In the case of adverse weather conditions, equipment/mechanical failures and/or inadequate facilities due to circumstances outside of the control of Community Services staff, all rentals will be cancelled and refunded in full, unless able to be rescheduled at a time suitable to the lessee. When the cancellation due to adverse weather is pertaining to a contract rental, the date will either be re-scheduled, or a credit will be put on the account to be reconciled at the end of the season. Where the Lessee cancels a rental due to weather, the Lessee shall be required to inform the Facility Booking Office of the cancellation within 3 days of the cancellation (72 hours).

1.2 All Cancellations will be charged the approved cancellation administration fee as approved in the fees and charges by-law unless otherwise stated

2.2 Banquet Hall Rentals and Meeting Rooms

2.2.1 All booking deposits for Banquet Halls are non-refundable. Rentals will be permitted to cancel if written notice is received 30 days prior to the rental date. All fees paid, less the booking deposit will be refunded.

2.2.2 All banquet hall and full day meeting room bookings charged the approved damage deposits due as per the approved fees and charges by-law will have those refunded in full.

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

2.2.4 Meeting room rentals may cancel any date if written notice is received three (3) or more business days in advance. The approved administration fee as set out in the fees and charges by-law will be applied for all cancellations.

2.2.5 Meeting room rentals can transfer dates at no charge.

2.2.6 Meeting room cancellation requests received less than three (3) business days in advance will not receive any refund.

2.8 Gymnasium Rentals

Contract Rentals

2.8.1 Groups other than Minor, Junior and Regional groups are allowed a 5% return of rental time for the season based on contracted hours for the season. Example: 1 hour for every 20 hours booked. Groups/organizations will be charged 100% of the gym rental fees for any further turf time cancelled unless it can be re-sold.

2.8.2 Minor, Junior and Regional groups will be charged 50% of their rental time costs for any rental time cancelled, unless it can be re-sold.

2.8.3 All lessees with contract bookings will be charged the approved administration fee as per the fees and charges by-law every hour cancelled in their contract

One-Time Rentals

2.8.4 All users will be charged the approved administration fee as set out in the fees and charges by-law for every hour cancelled.

2.8.5 Users will be charged 50% of their rental time costs for any rental time cancelled. If cancellation notice is received within 72 hours of the rental start time no refund will be provided.

3.0 Cancellation Procedure

2.7 The customer shall submit in writing a cancellation request to the facility booking office.

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

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

2.10 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 applicable Director/Manager and or their designate 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 department General Manager and/or their designate. A negotiated cancellation fee will be applied at the discretion of the General Manager and/or their designate.

2.11 Refunds will be issued as per standard procedures of the Facility Booking Office.

32. 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:

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

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

32.3 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.

32.4 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.

32.5 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.

33. Health and Safety Conditions

33.1 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.

33.2 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)