

PORT MCNICOLL COMMUNITY CENTRE
USE CONTRACT

DATE OF RENTAL: _____

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF TAY
(*"TAY"*)

-and-

(print name)
(*"THE USER"*)

IT IS AGREED AS FOLLOWS:

1. APPLICATIONS IN ADVANCE:

Applications shall be made in advance for the use of the main hall and meeting rooms of the Community Centre. The nature of the event to be held shall be fully disclosed and the Township shall have the sole discretion whether to grant the permission to the user for the use of the Community Centre for the proposed event. No Centre in the Township of Tay shall be made available for stag parties.

Where permission is granted for the use of a hall, the hall will be available to the User from 8:00 a.m. on the day of the scheduled event only.

The User shall have the exclusive use of the Main Hall and or kitchen and or meeting room, of the Port McNicoll Community Centre, 7th Avenue, Port McNicoll.

The total rental of the facility shall be as calculated on the Facility Rental Fee Schedule.

2. USER FEES, SECURITY DEPOSIT:

- a) **RENTAL FEES:** Where permission for the use of the Community Centre is granted, the user shall pay the following rental fees and deposits, as applicable for the use of the hall/meeting room for a single event at least 60 days prior to said event or earlier if requested by the Township.

Large Hall	\$175.00 plus GST
Meeting Room	\$ 25.00 plus GST

The rental fees referred to above may be refundable to the User only if written notice of cancellation is received more than 30 days prior to the date for which the facility has been booked. Otherwise, the rental fee shall be completely non-refundable.

- b) **SECURITY DEPOSIT:** The User shall pay in advance by cash, a security deposit in the amount of \$200.00 for the use of the large hall and \$100.00 for the use of the meeting room. Such security deposit shall be returned to the User by the Friday next following the expiry of the rental period referred to above provided that this Contract has been adhered to by the User. Once the security deposit has been received (usually the day before the event) the keys will be issued on the day preceding the event from the office between the hours of 12:00 noon and 4:30 p.m. The User shall repair and/or pay for all damages caused to the facility, including grounds, equipment or other property belonging to Tay and caused either by the User or its guests or any other person occupying the facility during the rental period referred to in this contract. The deposit referred to above shall be considered to be a deposit only, and the User shall be responsible for any of such costs referred to over and above such amount.

The forfeiture of the security deposit shall occur in every case in the event of a breach of any of the clean-up provisions outlined in Sections 7 & 9 herein. The security deposit posted by the user shall be subject to forfeiture to the Township in its discretion for breach of any of the regulations contained herein.

- c) **KITCHEN:** The kitchen facilities are available for use by the user if payment has been made in the amount of \$175.00.

In the event that all dishes are not properly cleaned and put away and kitchen is not cleaned to the satisfaction of the Township, the User agrees to pay an additional charge of \$75.00 to the Township representing Tay's cost of doing so.

- d) **SUBJECT TO CHANGE:** The fees and deposits set out in the above are subject to change from time to time as may be directed by the Council of The Corporation of the Township of Tay.

- e) **RETURN OF KEYS:** The keys for the hall shall be returned to the Bartenders upon the close of the event, or where there is no Bartender, to the Municipal Office the next following business day no later than 11:00 A.M.

3. LIQUOR LICENSE:

If liquor is to be made available at the event for which a hall is booked, a liquor license shall be obtained by the user, and a copy of the license shall be filed with the Township prior to the event. (The user shall comply with all regulations or conditions imposed by the Liquor Licence Board of Ontario, the Simcoe County District Health Unit, or any other Municipal, County, Provincial, or Federal Authorities).

4. BARTENDERS:

A list of qualified bartenders will be provided to the user of the hall in which the user will be responsible for selection of the appropriate number of people. In most instances two bartenders are required. If the liquor licence issued for the event limits attendance to 100 persons or less, one bartender is acceptable. For events over 100 persons in attendance, two bartenders are required. The permit holder will provide 1 floor supervisor for functions of 1 - 100 persons in attendance and provide 2 floor supervisors for functions of 101 - 350 persons in attendance as provided for under the Municipal Alcohol Risk Management Policy. For events over 350 persons, 2 floor monitors are required as per the Municipal Alcohol Risk Management Policy.

Users must advise the office staff, when arranging for the rental and signing of the contract, what time the bartenders are required for the event. Bartender fees shall be no less than \$10.00 per hour with ½ hour lead time before the scheduled opening of the bar to allow for set up along with 1 hour after for the close of the bar for clean-up. The fee is payable to the Township Office along with the security deposit the day before the function in cash. The Township reserves the right to appoint additional bartenders and supervisors.

For example, the bar hours are 8:00 P.M. TO 1:00 A.M., the payment for the bartenders shall be based on arrival at 7:30 P.M. Until 2:00 A.M. at the rate of \$10.00/hour for each bartender required as per this contract.

Bartenders shall not serve any one person at any one time more than two alcoholic beverages. Bartenders will not handle cash. The User shall provide a suitable person to sell drink tickets.

The authorized representative shall identify himself to the bartender(s) who have been hired for the event prior to the opening of the bar, and the user shall remain in attendance at all times during the event. The User shall be responsible to the bartender(s) for keeping order and for the proper behavior of those attending the event. The bartender(s) shall have the authority to keep order on the premises and to remove anyone from the premises who, in the opinion of a bartender, is not behaving properly, or to cancel the event if the bartender(s) deems it advisable to do so.

Bartenders shall not solicit funds in any manner whatsoever.

5. CAPACITY OF HALLS:

Large Hall - the number of persons using the Large Hall **shall not exceed 150 for a function requiring tables, chairs and dancing** and **shall not exceed 175 for a function requiring table and chairs only** or **220 for a meeting requiring non-fixed chairs only.**

Meeting Room - the number of persons using the Meeting Room **shall not exceed 35.**

6. LIABILITY:

Users are advised to arrange their own liability insurance coverage for the scheduled event as per the rules outlined in the Municipal Alcohol Risk Management Policy. The User hereby agrees to indemnify and save harmless the Corporation of the Township of Tay from any and all damages, claims or causes of action of any nature or kind whatsoever that may arise out of the use of the Community Centre by the applicant or any of the persons attending the event for which the premises are booked. The user agrees to abide by the rules and regulations as set out in the Municipal Alcohol Risk Management Policy.

In the event that the user is not a corporate body, the person or persons signing this Contract on behalf of the User shall be jointly and severally liable for the obligations of the User contained herein. In the event that the User is a corporate body, the person or persons signing this contract on behalf of such corporation jointly and severally warrant that they have the authority to bind the Corporation.

The User, on behalf of him/her/itself, releases Tay from any claim he/she/it might have against Tay with respect to use of the facility described in this Contract by the User or his/her/its guests. The User agrees to indemnify Tay and save it harmless from any claims made against it with respect to damages or injury suffered by anyone at the facility referred to in this Contract during the rental period referred to in this Contract.

The user shall be liable for all damages that are caused to the premises by anyone attending the event, normal wear & tear excepted. The user shall also be liable for any equipment and or articles missing from the Township facility rented.

7. CLEAN UP:

All bottles, glasses and refuse shall be cleaned up, and all dishes and cutlery shall be washed, by the user, before leaving the hall on the day of the event. All alcoholic beverages which are brought into the hall for the scheduled event shall be removed by the user no later than one-half hour after the time specified in the Liquor License for the closing of the bar. All personal belongings shall be removed from the hall on the day of the event and all decorations shall be removed. All tables and chairs that were used for the event shall be wiped clean and all spillage that may have occurred shall be cleaned up prior to leaving the hall on the day of the event.

8. TAY SHALL:

- a) provide the hall from 8:00 a.m. on the day of the scheduled event.
- b) provide heat, lights, washroom facilities, tables & chairs.
- c) provide set up of tables and chairs. The User must notify the Township no less than seven (7) days prior to the date of the event of the required layout.
- d) provide a key the day before the scheduled event.
- e) provide the users with a list of qualified bartenders.

9. THE USER SHALL:

- a) pay all appropriate fees as required by this contract.
- b) furnish all refreshments, food, tablecloths and other accessories necessary to carry out the event.
- c) obtain a liquor licence to serve alcohol for the event and comply with all regulations required, as well as obtaining their own liability insurance coverage for the scheduled event as per the Municipal Alcohol Risk Management Policy.

- d)** advise Tay no less than seven (7) days prior to the event of the required table and chair layout.
- e)** advise Tay in advance of its proposal for placing decorations in the facility for approval. (No decorations are allowed to be placed on the drywall and all decorations must be placed using masking tape).
- f)** ensure that all music or any other sounds broadcast by any form of speaker or loudspeaker are not so loud as to cause unreasonable interference with nearby residences and cease by 1:00 a.m. and to ensure the facility is left clean and all guests have departed.
- g)** ensure that the number of persons using the Large Hall & Meeting Room does not exceed the limits established under Section 5 of the Use Contract.
- h)** supply detergent and tea towels for dish washing where applicable.
- i)** ensure the appointment of bartenders, floor monitors and floor supervisors as per the regulations set out in the Municipal Alcohol Risk Management Policy.
- j)** have no access to the use of the electrical room or any electrical installations, panels, or the like.
- k)** not keep the doors and windows open while the air conditioning system is in operation.
- l)** familiarize themselves with the locations of all exits and fire extinguishers, and takes full responsibility for advising its guests and others of appropriate emergency procedures.
- m)** immediately upon completion of the event or function, the user shall remove all liquor and beer, garbage and debris from the facility, wipe down all tables and chairs and countertops, empty all ashtrays into a metal container, leave the facility in a neat and tidy condition and give facility keys to the bartender.
- n)** be responsible for providing a suitable person to sell drink tickets and handle cash. The user shall be responsible for supplying appropriate drink tickets and complying with LLBO regulations in this regard.
- o)** abide by all rules and regulations as set out by the municipality as well as the L.L.B.O.
- p)** provide clean up for the tables from empty bottles and glasses as well as ashtrays throughout the evening. (This should be done by monitors and supervisors).

10. ACCEPTANCE BY THE USER:

The User confirms, by subscribing his or her signature below, that he or she has read the regulations set out herein and, in consideration of the granting of permission to use the hall for the scheduled event, agrees to abide and to be bound by the regulations.

THE CORPORATION OF THE TOWNSHIP OF TAY

DATE: _____

PER: _____
(Signature of User/Representative)

(Print name or person signing above)

DATE: _____

PER: _____
(Signature of Township Representative)

(Print name of person signing above)

Revised: June 5, 1998