

Burritt's Rapids Community Hall Rentals: Terms and Conditions

These Terms and Conditions are subject to the interpretation and authority of the Board of Trustees of the Burritt's Rapids Community Association, Inc. (hereafter referred to as 'the Board'), or their delegate.

- The Burritt's Rapids Community Hall is hereafter referred to as 'the Hall'.
- The Rental Agent is hereafter referred to as 'the Delegate'.
- The Renter is hereafter referred to as 'the Lessee'.

The Burritt's Rapids Community Hall is owned, managed and maintained by volunteers. There are no paid staff. Please keep this in mind as you enjoy this historic facility.

1. General Terms

The Lessee or his/her delegate must be present at the function at all times. The Lessee is legally and financially responsible for any loss or damage of property, including damage to the facility, that may be incurred, as well as the good conduct and sobriety of the persons attending the event.

The Lessee is entitled to full and exclusive use of the 1st floor of the Community Hall, specifically: the Main Hall, the Reception Area, Cloak Room, washrooms and Kitchen (including all furniture, dishware, glassware and cutlery contained within). Exclusive use of the entire building or property during the rental period must be negotiated with the Board or its Delegate.

For a complete listing of amenities included in the rental fees, see additional documentation: *#RDOO2 - 'Equipment & Supplies Checklist for Renters'*

1.1 Compliance

The Lessee and their guests shall comply with all applicable Municipal by-laws as well as Provincial and Federal laws and regulations and any specific use regulations.

Any violation of the Terms and Conditions of this contract as interpreted by the Board shall construe a breach of contract rendering this agreement null and void. The Lessee, staff, agents and/or participants can be directed, at the discretion of the Board or its Delegate, to immediately halt the event and request immediate removal from the premises. Any and all actions taken in regards to violations shall not be subject to appeal and there shall be no refund of monies paid.

In the event of contravention of the Rental Agreement or these Terms and Conditions by a Lessee or their guests, the Board may revoke the Rental Agreement forthwith and may refuse to allow subsequent requests to use the facilities by the Lessee.

1.2 Cancellation

The Board may at any time cancel a rental agreement/function where:

- a. The renter fails to control unruly behaviour during an event
- b. The rental was obtained by misrepresentation or transferred without authority;

- c. The condition of the grounds, building, or equipment is judged unacceptable by the Board or its agents;
- d. The facility requires technical or emergency repairs which cannot be performed at any other time; or
- e. Unforeseen circumstances arise.

If, for any reason, the Board is unable to deliver the type of facility requested, the applicant hereby agrees to release the Board from any claim derived therein with the sole exception that any deposit or prepaid rental fees shall be refunded to the applicant.

1.3 Safety and Respect

- Smoking is prohibited inside the Hall.
- Outside events on the property must cease by 11:00pm on a Friday or Saturday night and must cease by 10:00pm Sunday thru Thursday evenings
- Excessive noise at any time will not be tolerated.
- All exits must be kept clear from obstruction at all times.
- No animals are permitted in the Hall (except "Seeing Eye Dogs"), except as provided for as part of a special authorized program and having written permission of the Board.

2. Reservations

Rental requests must be signed by an adult 19 years of age or older (the Lessee) who assumes responsibility for the facility reservation and actions of their guests.

Reservations may be confirmed up to one year in advance and shall be on a first-come first-served basis. All tentative bookings will be held for one week only. The Lessee agrees that facility rental time is not to be changed or exchanged without the knowledge and approval of the Board.

3. Fees

3.1 Rental Fee

The rental fee is determined by the Rental Agent at the time of booking, based on current fee structure. Additional information is available at www.burrittrapids.ca.

3.2 Damage Deposit

A damage/security deposit of \$200 is required for a facility rental, at the discretion of the Board or its Delegate. Refunds will be processed for the remaining balance of the damage deposit within 30 days of the event date. Refund cheques will be mailed only to the Lessee, without exception.

After the event, the Board or its Delegate will review the facility to assess for possible damage beyond "normal wear and tear" and will check the kitchen for missing or damaged dishware, etc. In general, damaged or missing equipment, appliances, furniture, etc will be charged to the Lessee at 200% of the replacement cost for the items.

In the event that damage to the facility or its equipment should exceed the assigned damage deposit, additional charges may be assessed by the Board.

3.3 Payment

The rent, along with optional paid services (see below) and the damage deposit, must be paid in at least one week in advance of the event date. For repeat rentals, payment is due at the start of each month. All cheques are cashed and deposited upon receipt, excluding the damage deposit. Post dated cheques are not accepted.

3.4 Outside Events

Events which are to be hosted outside on the grounds of the Community Hall may be subject to a 50% surcharge on the base rental fee, at the discretion of the Board or its Delegate.

3.5 Optional Services & Supplies

Optional services are available for additional fees, in addition to the above mentioned charges:

- Use of Table Linens (leave folded but dirty in the kitchen): \$25 flat fee
- Cleaning Service (following an event, excluding dishes): \$25 per hour
- Use of Champagne Glasses (return clean to appropriate boxes): \$0.25 each
- Use of Table Centerpieces (return undamaged to appropriate boxes): \$3.00 each
- Use of Round Tabletops (return to basement as instructed): \$3.00 each

4. Insurance

The Association strongly recommends that renters acquire Commercial General Liability Insurance, regardless of the nature of their event. However, Commercial General Liability Insurance may be mandatory for events with significant risk, as deemed necessary by the Board. Such insurance may include Liquor Licence Act extension, Non-Owned Automobile Liability and Tenants Legal Liability, where applicable.

This insurance policy must name the Burritt's Rapids Community Association as additional insured. The minimum insurance provided must be \$2 million.

5. Alcohol and Gaming

Functions serving alcohol must obtain a Special Occasions Permit from the Liquor License Board of Ontario and adhere to the Municipality of North Grenville Alcohol Policy. A copy of this permit must be submitted to the Delegate prior to receiving a key to the Hall.

Third party insurance is required at all events where alcohol is served, regardless of the type of permit required. In addition, a 'Smart Serve Host' must be identified and named in this agreement, along with his/her SmartServe ID number. The Lessee is responsible for the purchase of all liquor licenses, beverages, bartenders, ticket sellers, adequate security and any other fees, insurance or licenses required.

Lottery activity must be licensed. Please see the Municipality of North Grenville for more information.

For all events during which alcohol will be made available, the following paperwork is required from the Lessee no less than one week in advance of the event:

- Copy of Special Occasion Liquor Permit
- Name and ID # of SmartServe Host
- Proof of Additional Liability Insurance
- Copy of Lottery License (if applicable)

6. Operations and Maintenance

The Board shall furnish light, reasonable temperature control, and janitorial services incidental to ordinary building usage. Consumables such as toilet paper are included in the Rent.

6.1 Garbage

All garbage and recycling must be removed by the Lessee. An automatic charge of \$30 will be applied for non-compliance.

6.2 Food

All food must be removed promptly after the event is over – do not leave any left-overs in the Hall. If your group meets regularly at the Hall, supplies such as coffee and tea can be left in the kitchen as authorized by the Rental Agent, and must be labeled with the group's name. The Board reserves the right to dispose of any and all food, condiments, containers or kitchen ware.

6.3 Cleaning

The Lessee is responsible for clean-up of the rental area at the conclusion of the reservation time. Facility should be left in the condition that it was found. If, after an activity, additional or unusual janitorial maintenance is required, the Lessee may be charged accordingly. This assessment is at the sole discretion of the Board or Delegate, and will be taken from the Damage Deposit, at a rate of \$25 per hour (minimum 2 hours).

For a complete list of clean-up expectations, see additional documentation #RD003 - '*Clean-up Checklist for Renters*'

6.4 Equipment Storage

All equipment, merchandise and/or supplies delivered by or for the Lessee to the facility shall remain solely at the risk of the Lessee. The Board is not responsible for any loss or damage to property owned by (or in the care of) the Lessee or event attendees.

Storage facilities are not available for Lessee's use, and items may not be left after facility rental period without the express written permission of the Board or Delegate. Any item left at the facility without permission may be disposed of, at the discretion of the Board.

6.5 Decorations

Any decorations, coverings or changes to the facility must be discussed with the Delegate at the time of the rental application and put in writing as a part of this agreement.

The Lessee shall be responsible for all decorating and other special preparations necessary for rental (with approval of Board). All decorations shall be put up and taken down within the rental period:

- The use of cellophane or adhesive tape, nails, staples, screws, etc. on walls, tables or other equipment/facility is not permitted.
- No confetti or other loose material may be thrown inside the building; only birdseed or rice may be thrown outside the building
- No loose glitter, sparkles or sequins may be used for decoration or thrown.
- Candles must be enclosed in a proper candle holder (votive candle holders). Tapered candles and other open flames are not permitted.

6.6 Heating and Air Conditioning

The Board or Delegate will provide instruction on use of the air conditioning unit (as required). The Lessee is responsible for the correct and careful operation of the air conditioning system.

- Loss or damage to the A/C remote control will result in a \$100 replacement fee
- Doors to the main hall must remain closed while air conditioning is in use.
- At conclusion of the event, the Lessee must turn down the heat on each thermostat to the temperature identified on the adjacent signage.

6.7 Snow Clearing

The Lessee is responsible to ensure their guests and members have safe access to the Hall from the sidewalk. Shovels and sand are available for use.

7. In Case of Emergency

In the event of an emergency, evacuate the building immediately and call 9-1-1. Contact a Board member or their Delegate as soon as possible. The Hall is not connected to any automatic alarm system and the appropriate authorities must be called.

Note: *There is no telephone at the Hall. Cell phone reception within the Hall may be unreliable.*

8. Feedback

We hope you enjoy your event – please help us provide good service and good value by providing feedback about the facility. You can do so at any time, via www.burrittsrapids.ca.

END.