



Township of Perth East Recreation Complex

P.O. Box 455
Milverton, ON N0K 1M0

Phone: 519-595-8375

Fax:

Sample Rental Agreement

Rental Agreement made between the Township of Perth East (Perth East Recreation Complex) (LESSOR)

1. Who May Rent the Facility

- a. Any mature, responsible, individual or organization may use the Perth East Recreation Complex. The individuals who use the facility will conduct their behavior in a positive fashion and be under the immediate supervision and control of the individual who undertakes the responsibility to rent the facility. No person under the age of 18 shall be the signing authority of the permit.
- b. The Township reserves the right entirely, at its discretion, to accept or reject any application for the use of the facility.
- c. The applicant must not assign, transfer or convey, sublet or otherwise dispose of the permission granted hereunder.
- d. The Perth East Recreation Complex is a multi-purpose facility that is used by a variety of groups (i.e. charitable, community, service & private). It is quite common for more than one group to use the facility at the same time. It is expected that all groups using the facility will respect the space and privacy of each other.

2. Permit & Policies

Review your agreement and policies carefully, make sure that you understand the procedures and fees. The building is used only at specific times and dates, as indicated on the agreement. All of the conditions on your agreement and policies must be adhered to. Bookings are considered confirmed when the signed copy of the agreement is returned to the Perth East Recreation Complex.

3. Fees / Refunds / Cancellations

- a. Cheques must be made payable to the "Township of Perth East". The balance of the payment must be received no later than thirty (30) days after receiving the invoice. Regular weekly/monthly rentals may be invoiced at the end of the month. Hourly rentals must be paid the day of the rental.
- b. Any damages caused to the building or its equipment shall be the financial responsibility of the party renting the facility.
- d. The Township has the right to withhold renting to any group or individual who has previously abused the Complex and or its equipment.
- e. Cancellations caused by storms, flooding, power failure, mechanical failure, Act of God, business interruption or the need to use the facility for an Evacuation / Feeding / Reception / Volunteer Centre, will be considered unavoidable and groups will not be charged for the cancellation of such nature.

4. Smoking Restrictions

Smoking and vaping is not permitted inside or on the outdoor grounds of the complex within 20 metres of the perimeter of the grounds.

5. Insurance Coverage

As a renter of the PERC, the Township of Perth East has purchased insurance coverage on your behalf through Aon Risk Solutions if your event is considered to be "low risk".

The renter does not qualify as a "low risk" user with the Township if your activities are classified as or include any of the following characteristics:

- events including the sale or consumption of alcohol
- Tournaments
- Leagues
- Camps
- Festivals
- Parades
- Contact Sports
- Fireworks
- Motorsports

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Account Schedule Report

- Extreme sports
- Inflatable Apparatus
- Water sports

If the renter does not qualify, you are not considered a "high risk" user and are required to provide a Certificate of Insurance naming the Corporation of the Township of Perth East as an additional insured.

The certificate must evident the following:

- General Liability coverage with a limit of no less than of \$5 million
- Include Personal and Advertising Injury Liability
- Include Voluntary Medical Payments for each person and each accident
- Tenants Legal Liability coverage with a sub limit of no less than \$250,000

Proof of the above stated coverage is required 1 week before your rental date.

6. SOCAN

SOCAN (Society of Composers, Authors and Music Publishers of Canada) is a performing right society, which authorizes the public performance of musical compositions under the terms of the Copyright Act. Events with live and/or recorded music including events such as assemblies, dances, receptions and parties are covered under Tariff 21 that is the responsibility of the Perth East Recreation Complex.

7. Re:Sound

Re:Sound is the Canadian not-for-profit music licensing company dedicated to obtaining fair compensation for artists and record companies for their performance rights. Re:Sound collects and distributes royalties for artists and record companies worldwide as payment for the public use of their music in Canada. In accordance to Re:Sound Tariff No. 5 license fees must be tendered for events with live and/or recorded music including events such as receptions, conventions, assemblies and fashion shows. All users of the Perth East Recreation Complex, that utilize music at their function, are required to pay the Re:Sound Tariff.

8. Fire Regulations

Halls, aisles, emergency exits and doorways must be kept clear of obstructions at all times in case of fire or panic. It is illegal to allow over the maximum allowable number of persons into a facility at one time. It is the renter's responsibility to ensure the maximum is not exceeded during the event. The occupancy load is dependent on your set up, please confirm with the Manager.

Candles are permissible only if the flame is contained in a safe manner.

The roadway around the facility is an emergency route. Parking of vehicles in this area is prohibited.

9. Use of Equipment

Stage pieces, tables and chairs are supplied and set up in accordance to the renter's set up requirements. Additional tables and chairs are available upon request to Township staff.

A projector screen, a television, a VCR, a DVD, and microphones are available to renters using the facility and must not be taken out of the building. All equipment must be reserved in advance.

Cost of repair or replacement of any item, due to loss or damage as a direct result of the use of such equipment, shall be paid for by the applicant.

10. User of Kitchen / Bar

Kitchen and bar facilities are available for use. Weekend hall rental fees include the use of these facilities. Additional fee is required during the week. The following items are not available: tea towels, dishcloths, table cloths and vases.

11. Decorating Rules

Nails, screw, bolts or any similar fastening must not be used to affix scenery or decoration to wall, floor or ceilings. Duct tape is not permitted. The applicant, or their agent, at the completion of the function must remove any decorating undertaken by the renter, unless prior arrangements have been made with the Manager.

Confetti or confetti-like products must not be used within the building. A \$50.00 charge will be forwarded to the renter, if confetti is used in the facility.

12. Clean Up Requirements

To ensure a safe environment for all patrons, any spills or dangerous situations are to be reported the Township staff immediately. The applicant shall be responsible for clean-up of the facility at the conclusion of the event, this includes; clearing and washing off the table tops and chairs, cleaning up loose refuse, wiping up all spillage on the floor, cleaning the kitchen and bar counter tops, washing all used dishes and utensils in the dishwasher.

An additional charge will be applied to the applicant if the facility requires extra cleaning at a cost of \$25 per hour, per staff.

13. Recycling

The Township encourages all users to recycle when possible and to limit the use of styrofoam. Recycling containers are provided; additional containers are available upon request. Cardboard boxes are to be broken down and piled.

14. Security Requirements

The applicant must control the access at the front door until the event has concluded and the premise is vacated.

Trained Security is mandatory for Buck and Does and dances or any other event as deemed necessary by the Manager. A minimum of two (2) trained security personnel or police officers will be hired by the Township. The applicant will be charged accordingly. Security costs are approximately \$26.00 per hour per guard plus applicable taxes and mileage.

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15. Lotteries and Gaming

Games of chance or mixed chance and skill (e.g. raffles, 50/50 draws, roulette, crown & anchor, etc.) are not permitted. Such activities are only allowed through a licence issued to eligible organizations with charitable or religious purposes.

16. Alcohol License Requirements – also refer to the Municipal Alcohol Policy

- a. Applicants are not permitted to bring in their own alcohol during their events. If the applicant wants alcohol service this service will be provided by the PERC staff.
- b. The applicant agrees to only allow patrons that are 19 years of age or older unless permission is granted by the Manager. Anyone who appears to be under the age of 25 will be required to show one or more government issued documents with a photograph as identification before they are allowed entrance to the event.
- c. The Township will provide the required number of trained bar staff.
- d. The applicant will be responsible to ensure that there is an adequate supply of food as specified by the Liquor Licence Act of Ontario.
- e. The Township will provide bar supplies (cups, ice) and mix (pop, juice, water).
- f. Shooters of any kind, including Jello, are prohibited.
- g. Raffling off liquor is prohibited by law.
- h. Gambling and games of chance are prohibited this includes 50/50 draws, raffles etc.
- i. Games that encourage drinking are prohibited by law.
- j. Evidence of alcoholic beverages must be cleared from hall one-half hour after the bar closes.
- k. The Township reserves the right to close the bar if disorderly conduct warrants it, or if the applicant is in any contraventions of any regulations set by the Complex or the Liquor Licence Act of Ontario.

17. Profit Share Program

The Perth East Recreation Complex is fully licensed under the Alcohol and Gaming Commission of Ontario (AGCO). If the applicant chooses to have the event licensed, the Complex shall provide the entire bar requirements. In turn, the applicant will receive 25 % of gross bar profits, before HST. If the gross bar receipts are less than \$250 there will be no profit share issued.

18. Gratuity

It is practice of the PERC bar staff to place a "tip jar" out during licenced events. Should the Lessee not wish to have the "tip jar" displayed, it is expected that the Lessee will pay the bar staff a gratuity at the conclusion of the event.

19. Food Handling Course

Renters using the kitchen, shall ensure that there is at least one food handler or supervisor on the premise who has completed food handler training during every hour in which the premise is operating. As per Reg. 493/ 17. Proof of training is to be submitted to the Township prior to rental.

19. Other

The Township will not be responsible for any personal injury or damage, or for any loss or theft of clothing or equipment or supplies of anyone attending the facility on the invitation of the applicant. This disclaimer also applies to the parking lot.

Terms and Conditions:

The undersigned agrees to leave the property and its contents in the same condition in which it is rented and agrees to pay the cost of any damage to the facility or loss or damage to any equipment. The undersigned covenants to save harmless and keep indemnified the Township of Perth East, the Lessor, and its employees, against any legal liability for losses, damages, claims, action demands, suits and costs arising directly or indirectly by virtue of this Rental Agreement. The Lessor is not responsible for any accidents, injury, or loss of property to the Lessee or any other person, charges may be applied.

I, (LESSEE) have read the conditions set out above and hereby accept the same on behalf of self or of the said Organization, Association or Team. I acknowledge and agree that the breach of any said conditions may result in the termination of the agreement at the discretion of the Facility Manager.

LESSEE SIGNATURE

Date