



CORPORATION OF THE TOWNSHIP OF DAWN-EUPHEMIA

4591 Lambton Line, RR # 4, Dresden, ON N0P 1M0 Phone: (519) 692-5148 Fax: (519)-692-5511
Municipal Contact: Janell Beemer admin@dawneuphemia.on.ca www.dawneuphemia.ca

Dawn-Euphemia Community Centre & Grounds Rental Agreement

Applicant's Name: _____ Date: _____

Address: _____ City: _____ Postal Code: _____

Phone Numbers – Main: _____ Other: _____

E-mail Address: _____

L. L. B. O. Licensed Event? YES _____ NO _____

Type of Event: _____ Date of Event: _____

Time of Event: _____ Set-up time (if needed): _____ # of People: _____

Rooms Required:

Basic Cost:

1. _____

2. _____

Other Requirements: _____

SUBTOTAL
HST (ON) @ 13%
TOTAL

Advance Deposit: _____ Date Required: _____ Date Received: _____

Final Payment: _____ Due: _____ Received: _____

Security Deposit: _____ Due: _____ Received: _____

Insurance Required: _____ Due: _____ Received: _____

Special Occasion Permit _____ Due: _____ Received: _____

Municipal Alcohol Policy Check List: _____ Due: _____ Received: _____

As part of the consideration for the Township renting the above noted facilities to me/us, I, on behalf of myself, the renting organization and its members agree to release and discharge, and to indemnify and save harmless, the Township from and against all claims and proceedings, by whomsoever made or brought, in respect of any costs, losses, damages or injury arising by reason of my/our use of the rented facilities.

I HAVE READ AND AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT.

Applicant

Date

Township Representative

Date



THE CORPORATION OF THE TOWNSHIP OF DAWN-EUPHEMIA

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Tel: 519-692-5148 Fax: 519-692-5511 Email: clerk@dawneuphemia.on.ca
Emergency Public Works Tel: 519-401-4808

Facility, Park, Pavilion & Grounds Rental Policy

Purpose

To outline the procedures for all municipally owned facilities including facilities, parks, pavilions, and ground rentals, in the Township of Dawn-Euphemia.

Principles

All Renters are required to enter into an agreement with The Corporation of the Township of Dawn-Euphemia ("the Township") for rentals including the Dawn-Euphemia Community Centre Grounds/Facility, Rutherford Park, Shetland Park, Council Chambers and the Community Fire Hall.

Provisions in agreement include:

- 1. Maximum Capacity:** (1) Dawn-Euphemia Community Centre: 270 total (Hall-211 and Meeting Room-59) and; Fire Hall: 60 total.
- 2. Indoor Event Conclusion:** Music must stop and Bar must close by 1:00 am. All signs of alcohol shall be removed by 1:45 a.m. All visitors must be out of the building by 2:00 a.m.
- 3. Outdoor Event Conclusion:** Music and/or loud noises resulting from the event must stop by 11 p.m. Beer Tents/Bar must close by 11p.m. All visitors must leave by 12 midnight.
- 4. Age:** The Renter must be of the legal age of eighteen (18) years or older to enter into a rental contract, and nineteen (19) years or older to obtain a Special Occasion Permit for the provision of alcohol.
- 5. Guests:** The Renter will ensure that all persons in attendance at the event associated with the Rental Agreement conduct themselves in an orderly manner and comply with all Federal, Provincial and Municipal laws, by-laws, regulations and policies. The Renter is responsible for the behavior of their guests, including ensuring safe transportation for all guests from the event, where alcohol is served. Renters must ensure adequate adult supervision for children under the age of 18 years. Failure to do so may result in the cancellation of the Rental Agreement.
- 6. Damage Deposit:** A damage deposit of \$1,500.00 (for significant events); \$1,000.00 (Stag & Does); \$500.00 (halls/alcohol event); \$500.00 (grounds/small events); \$250.00 (halls/non-alcohol event); or \$100.00 (partial grounds/pavilions/parks), and a signed Agreement is required to book reservations. The damage deposit will be returned once the facilities/grounds have been inspected for damage. Any loss or damage to the Municipality facilities/grounds will be subtracted from the security deposit. Additional billing for excess damage or cleaning may occur.
- 7. Deposit:** No reservation is confirmed until a deposit has been received. A deposit equivalent to 50% of the rental fee must be paid at the time of the booking. The balance paid in full and security deposit is due two (2) weeks prior to the date of the event. Reservations are accepted on a first paid/first served basis. Dates will not be held without a deposit.

8. **Floor plans** for rental of the Community Centre must be provided to the Township at least two (2) weeks prior to the event. A late fee of \$25 will apply if the floor plan is not received on time. Staff will perform the setup of tables, chairs, stage, podium as needed.
9. **Schedule of Events** and a detailed grounds map for large Outdoor Events must be provided to staff at least one (1) month prior to event.
10. **Early Drop off:** Use of facilities and grounds are restricted to the date(s) and time(s) stated in your Agreement. The Township does not allow early drop off or set up, unless you have paid the "day before set up" fee.
11. **Access Key:** If the Renter is loaned an access key and is unable to return the access key within three business days, a \$50.00 fee will be added to the renter's contract.
12. **Decorations:** All indoor and/or outdoor decorations must be approved by a Township Representative. Installation and removal of all decorations is the responsibility of the Renter. Decorating, table setting etc. are the responsibility of the Renter and time requirements for decorating can be arranged with Township staff. Permanent fasteners such as screws, bolts and nails may not be used to affix decorations or props. The Renter will not arrive prior to the booked start time unless special arrangements have been made with the Township, otherwise additional charges may apply.
13. **Cleanup of Outdoor Events:** Set up and clean up for all outdoor events will be the responsibility of the Renter. For all outdoor rentals, upon departure, Renters must ensure the grounds are left in the same condition it was found. Garbage must be all bagged up and put inside the dumpster. Renters shall be responsible for any costs associated with clean up if not done to the satisfaction of the Township.
14. **Cleanup of Indoor Events,** facility rentals, the kitchen, bathroom, and common areas are to be left clean at the time of departure. Upon departure, Renters must ensure the facility and/or grounds are left in the same condition it was found. In the kitchen, all dishes must be washed, sanitized, and returned to their allocated storage. All floors must be swept, and counters cleaned. All garbage must be put in containers and the kitchen and bar area left clean. Renters shall be responsible for any costs associated with clean up if not done to the satisfaction of the Township. The Township will be responsible for all tables and chairs that must be taken down and put in their appropriate location.
15. **Alcohol** is permitted at certain locations with the appropriate special event liquor license and proof of liability insurance. The Renter is responsible for providing the appropriate type of liquor license, including certified bartender(s). Licenses for special events must be obtained from the Liquor Control Board of Ontario (LCBO). Liability insurance can be purchased through the Township of Dawn-Euphemia Municipal Office or individually. If the Renter is providing their own Liability Insurance, proof of insurance is required. Proof of both license and liability must be shown to the Township of Dawn-Euphemia representative, two weeks prior to the rental/event. Music must stop and Bar must close by 1:00 am. Liquor license/receipts must be posted in a visible location at your rental/event. The Township of Dawn-Euphemia assumes no responsibility for personal injury, damage, or lost or stolen articles of the rental holder or anyone attending the function.
16. **Prohibited Activities**
 - Smoking/vaping is strictly prohibited in all Township of Dawn-Euphemia buildings in accordance with the Smoke-Free Ontario Act.
 - No use of confetti, rice, silly string or similar items
 - No permanent fasteners such as screws, bolts and nails may not be used to affix decorations or props can be used

- No furniture (tables, chairs) are to be removed from the facility or moved outdoors.
- Parking of vehicles outside of designated parking areas without the written permission of the Township
- No changes or alterations to the facility or grounds without the written permission of the Township
- No posting or displaying of offensive material
- No use of open flames except for small cake candles and candles in containers that are approved by the Township
- No open air burns permitted on the grounds
- No use of pyrotechnics or fog machines
- No inappropriate activity as determined in the sole opinion of Township Staff
- Any activities that are not part of this Rental Agreement and have not been disclosed to/approved by the Township.

17. Internet Use: Public internet service is available at the Community Centre. No password is required. The password for the Fire Hall can be obtained from Township staff.

18. Unsafe Conditions shall be immediately reported to staff at the Municipal Office.

19. Tents: If a Renter requires to erect a large tent structure for the event, they may be required to obtain a building permit for the structure and should contact Lambton County Building Department at 519-845-5420 Ext 5352 a minimum of 30 days prior to the event. Locates are the responsibility of the Renter.

20. Security: The Township reserves the right to place police supervision or approved security staff at any event at the expense of the Renter. Prior to the date of the event, the Township will notify the Renter if police/security staff is required.

21. Security Alarm or Fire Alarm, if set off accidentally call SECURITY ONE at **1-800-265-5317** and tell them your **ALARM CODE**. For Fire Alarms call the Emergency Public Works # **519-401-4808** and tell them it is a false alarm. Ask them to come and turn off the alarm at the panel. Failure to follow these procedures could result in the loss of your Security Deposit if the Fire Department, Police or Public Works arrive.

22. Emergency Procedures & Fire Safety Plans: The Renter is responsible to familiarize themselves with the Fire Safety Plan (posted in the Community Centre Kitchen), the location of emergency exits, fire extinguishers, and first aid kits and to follow any posted emergency procedures.

23. Surveillance Cameras are present at most municipally-owned facilities and grounds in order to deter criminal activity or vandalism and may be used for investigative purposes.

24. Gambling or Lottery is strictly prohibited without a lottery license. A lottery includes raffles (including 50/50 draws), bazaars (including quarter tables, wheels of fortune, and crown and anchor), bingo, and break open tickets. Only non-for-profit organizations eligible under the AGCO guidelines may apply for a license. Failure to comply with any of the rental terms and conditions may result in the event being shut down and/or the loss of future privileges to rent the facility.

25. Unauthorized Events will be subject to legal action or other as deemed necessary. (Res:2023-177)

- 26. Contract Cancellations by the Township of Dawn-Euphemia.** The Township of Dawn-Euphemia reserves the right to reasonably postpone, reschedule, or cancel any contract due to various circumstances. The Township reserves the right to cancel a contract or portion of a contract, without notice or refund, should there be a breach of conditions or regulations. If the Township is required to cancel your rental for any reason, the Township staff will notify the Renter of the cancellation as soon as practicable. If a rental cannot be rescheduled, a full refund will be issued.
- 27. Contract Cancellation by Renter:** The deposit is non-refundable if the booking is cancelled *less than 30 working days* in advance of the rental date. Requests for refunds must be made in person or in writing. A full refund will be given if notice is provided *more than 30 working days* in advance of the rental date. Exceptions may be made if cancellation is due to weather conflicts or emergency.
- 28. Rental conflicts** that arise will be handled by the Township of Dawn-Euphemia. The Township will attempt to resolve the conflict in a manner consistent with this policy.
- 29. Damages** to any of the Township of Dawn-Euphemia properties will be the sole responsibility of the renter. Any damages lost or stolen property will be replaced at the owners expense. The Township of Dawn-Euphemia assumes no responsibility for personal injury, damage, or lost or stolen articles of the rental holder or anyone attending the function.
- 30. Loaning or removing items:** No items belonging to the Township are to be loaned out or removed from any of the Township of Dawn-Euphemia facilities or grounds. Any lost or stolen items belonging to the Township of Dawn-Euphemia will be replaced at the expense of the renter.
- 31. Financial Obligation:** The Renter is required to pay the full amount owing on the rental fee not less than 2 weeks prior to event. Payment is to be made at the Dawn-Euphemia Township Office, 4591 Lambton Line, Rutherford. Payment methods accepted are cash, cheque, or interact. *Non-sufficient funds (NSF) cheques may result in automatic cancellation. The current Township fee for NSF cheques will apply at the discretion of the Township. No further rentals will be allowed until all outstanding accounts are paid to the Township of Dawn-Euphemia.
- 32. Insurance Obligation:** User groups and renters will maintain liability insurance coverage in the amount of \$2 million, (\$5 million for high-risk events) naming "*The Corporation of the Township of Dawn-Euphemia*" as an additional insured throughout the duration of the agreed time period. The user group or Renter will provide such proof of coverage 2 weeks prior to the event. Failure to do so shall result in automatic cancellation of the rental agreement and event.

An applicant who is using Municipal facilities can either (1) Obtain insurance through the Township's Insurance provider, Intact Insurance (this can be arranged through Township staff); or (2) At his/her own expense provide and maintain General Public Liability and Property Damage Insurance with a reputable insurance company authorized to transact business in Ontario for personal injury, death or property damage occurring on or in or to or about Municipal facilities resulting in any manner whatsoever from the performance of this agreement. If the user is *not using the municipality's facility user group insurance*, the user's liability policy should include non-owned auto, cross-liability and severability of interests' clause as follows:

Commercial General Liability Insurance

Commercial General Liability Insurance satisfactory to the Owner and underwritten by an insurer licensed to conduct business in the Province of Ontario. The policy shall provide coverage for Bodily Injury, Property Damage and Personal Injury and shall include but not be limited to:

- (a) A limit of liability of not less than \$2 million/occurrence with an aggregate of not less than \$2 million.
- (b) Add the Owner as an Additional Insured with respect to the operations of the Named Insured
- (c) The policy shall contain a provision for cross-liability and severability of interest in respect of the Named Insured
- (d) Non-owned automobile coverage with a limit not less than \$2 million and shall include contractual non-owned coverage (SEF 96)
- (e) Tenants' Legal Liability
- (f) Products and Completed Operations coverage
- (g) Contractual Liability
- (h) The policy shall provide 30 days prior notice of cancellation
- (i) Host Liquor Liability (if applicable)

Insurance shall be for limits of liability not less than two million dollars (\$2,000,000.00) for non-sporting event or occasions such as anniversaries, arts, art shows and exhibits, auctions, banquets, bazaars, birthday parties, bridge, chess clubs, crafts, dance parties, dance recitals, dinners, engagement parties, fashion shows, graduations, music recitals or other family celebrations, photo shoots, picnics, religious services, retirement parties, seasonal markets, seminars, speakers, talent shows, theatre performances, weddings or other ceremonies, workshops/classroom instruction.

Insurance shall be for limits of liability not less than five million dollars (\$5,000,000.00) for high risk events such as bachelorette/stagette parties, bike racing, boxing, climbing walls, contact sports (including hockey, lacrosse, martial arts), cycling, fireworks, gymnastics, horse related, kabaddi, kayaking, kickboxing, motor vehicle activities, tractor/truck pulling, rugby, skateboarding, snowboarding, stag/bachelor parties, tackle football, wrestling and organizes sports teams/leagues.

33. Indemnification and Hold Harmless Clause

The Renter shall defend, indemnify and save harmless The Corporation of the Township of Dawn-Euphemia, its elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the Renter, their officers, agents, employees, volunteers or others, or any of them, in connection with or in any way related to the delivery or performance of this Agreement. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Renter in accordance with this Agreement and shall survive this Agreement.

32. Any exceptions to the above-mentioned policies shall be approved in writing by the Administrator-Clerk (or designate).

I have read and agree to the terms and conditions of this agreement.

Applicant

Date

Township Representative

Date