



- DWIGHT COMMUNITY CENTRE** - 1012 Dwight Beach Rd, Dwight, ON P0A 1H0
Contact: Cathy Fairbairn (705) 635-3319 or email cfairbairn@vianet.ca
- LAKE OF BAYS COMMUNITY CENTRE (Baysville)** – 10 University Avenue,
Baysville, ON P0B 1A0 Contact: Scott MacKinnon (705) 767-3933 or
email smackinnon@lakeofbays.on.ca

GENERAL RENTAL AGREEMENT

Agreement #

Event title:

Renter name: Phone:

Renter address:

Event date: Time: to

Set-up: Time: to

Take-down: Time: to

People expected:

Facility required:	Rate:
<input style="width: 100%;" type="text"/>	\$ <input style="width: 100%;" type="text"/>
<input style="width: 100%;" type="text"/>	\$ <input style="width: 100%;" type="text"/>

Extra Requirements:

<input style="width: 100%;" type="text"/>	\$ <input style="width: 100%;" type="text"/>
<input style="width: 100%;" type="text"/>	\$ <input style="width: 100%;" type="text"/>

Administration fee:	\$ <input style="width: 100%;" type="text"/>
SOCAN fee:	\$ <input style="width: 100%;" type="text"/>
Subtotal:	\$ <input style="width: 100%;" type="text"/>
HST (13%):	\$ <input style="width: 100%;" type="text"/>
Insurance (8%):	\$ <input style="width: 100%;" type="text"/>
TOTAL:	\$ <input style="width: 100%;" type="text"/>

Booking Deposit (non-refundable within 7 days of event): 50% of rental rate
(Booking is confirmed when deposit is received) \$

Balance of rental due 7 days prior to facility use **BALANCE DUE:** \$

Refundable Security Deposit (\$ 100.00 or ½ the rental rate whichever is greater)

Alcohol will be available? Yes No **If yes, Special Occasion Permit (SOP) attached:**

Smart Serve – copy of certificates attached

Liability Insurance: Confirmation of Insurance is attached to this agreement.

Will food be served? Yes No **If yes, information forwarded to Health Unit**

Key Issued – Signature: **Date:**

Key Returned – Signature: **Date:**

Access to the Community Centre permitted only when the above conditions are satisfied.

PAYMENT DETAILS:

Booking Deposit: _____ Rental Agent Initials or Receipt #: _____

Balance of Rental: _____ Rental Agent Initials or Receipt #: _____

Total Rental Paid: _____

Security Deposit: _____

Security Deposit Returned: _____ Verified by: _____

INSURANCE DETAILS:

Municipal Insurance purchased: Yes No

Amount: _____

Tax (8%): _____

Total: _____ Verified by: _____

SIGNATURES:

In consideration of the Corporation of the Township of Lake of Bays permitting the use of the Township's facility, the Renter agrees to release and discharge, and to indemnify and save harmless the Township, its agents, servants, and employees from and against all suits, claims, proceedings, causes of action, demands, costs and expenses whatsoever arising by reason of the acts or omissions of the Renter, the Renter's invitees or those others for whom the Renter is responsible in law with respect to the Renter's use of the facility.

The Renter is not permitted to assign the terms of this Agreement to any other person, persons or entity, under any circumstance without the Township's prior written authorization, such authorization to be in the Township's sole and absolute discretion. For greater clarification, the signing party below undertakes that it shall be the only party eligible for the Rental terms as agreed upon herein. Violation of this provision is cause for the cancellation of this Agreement.

The Renter has read, understands and agrees to the attached conditions, which form part of this Agreement.

Renter:

Print Name Title Date

Signature

The Corporation of the Township of Lake of Bays:

Print Name Title Date

Signature

NOTES:

Office Use Only

Copies to: Customer Rental Agent Custodian

Post- Event Inspection: OK _____ Deposit to be refunded

TOWNSHIP OF LAKE OF BAYS

RENTAL CONDITIONS AND INFORMATION

PLEASE READ THE RENTAL AGREEMENT, CONDITIONS AND INFORMATION CAREFULLY. SIGN AND DATE ALL COPIES, KEEPING ONE COPY AND RETURNING THE REMAINING COPIES WITH YOUR PAYMENT. IF WE CAN BE OF FURTHER ASSISTANCE, PLEASE CALL _____.

GENERAL

1. Full rental fee is due seven (7) days prior to the start of the event.
2. A booking deposit for the rental is due at the time of the booking. The booking deposit will be equal to fifty percent (50%) of the total rental rate. The booking deposit is non-refundable within seven (7) days of the start of the event.
3. The balance of the rental fee shall be made with the booking deposit by a cheque post dated to seven (7) days prior to the start of the event.
4. A security (damage) deposit of \$ 100.00 or 50% of the rental rate (whichever is greater) is required at the time of booking. The security deposit will be refunded by the Township less any charges for damage or additional cleaning required as a result of the event. The Renter is responsible to pay for any damages in excess of the security deposit.
5. All required documents (Special Occasion Permit, Insurance) are required seven (7) days prior to the event.
6. This agreement is subject to the availability of the facility on the date(s) and time(s) shown on page 1. The Township of Lake of Bays reserves the right to cancel this agreement in the event of an unforeseen and extenuating circumstance where other public use of the facility is required. The Renter will relinquish use of the premises upon being given notice by the Township of Lake of Bays. One such example would be in the event of required use of the facility as a warming/cooling/reception centre for emergency purposes.
7. Renters are to stay within the agreed start and end times for the rental. Other facility users may have booked the facility before or after your rental times.
8. Where the facility has the capability for more than one function/activity use at a time, please respect the needs and requirements for other people/groups using the facility.
9. The Renter must be a minimum of nineteen (19) years of age to rent the facility.
10. The Renter is responsible for any damage to the premises and/or equipment and for any personal injuries caused while renting or using the facility.
11. The entire facility is smoke-free. The Renter is responsible to ensure that smoking does not occur. Should evidence of, or damage from, smoking be found, the Township will use the Renter's security deposit to cover cleaning and repairs, and the Renter may be charged additional fees for damages in excess of their deposit.
12. All equipment in the facility is regularly maintained and serviced. Should you experience a problem or notice something requiring repair, please contact the Rental Agent their designated alternate or the Facilities Supervisor.
13. Within reason, event notices may be posted on the indoor and outdoor bulletin boards and brochures may be placed in the lobby area.

Renter: Print Name

Signature

Date

14. Confetti, sparklers or open flame items are not permitted in the facility or on the Community Centre grounds. If candles or lighting devices with open **flames are required they shall be securely supported in non-combustible holders and located and protected so that** combustible materials will not come into contact or be ignited by the flame as per the Ontario Fire Code 2.4.4.1.(3) (a).
15. The Township of Lake of Bays shall not be responsible for lost or damaged property owned or used by the Renter, whether the lost or damaged property is under the care, custody and control of the Township or not.
16. Non-compliance with the terms and conditions of this Agreement may result in the cancellation of the Renter's function. The Township of Lake of Bays reserves the right to cancel any function in the facility at any time.
17. With the exception of service animals, any animals brought onto the premises for any period requires advanced written notification and authorization from the Township of Lake of Bays.

LEGAL COMPLIANCE, CERTIFICATES AND PERMISSIONS

18. It is the responsibility of the Renter and their guests to adhere to all federal, provincial, district and municipal laws/by-laws and regulations.
19. It is the Renter's responsibility to ensure that they are insured for the event. The facility is insured for liability, but not for the Renter's function or event. The applicant is required to carry comprehensive general liability Insurance in the minimum amount of two million dollars for the rental period and the insurance certificate **must** name the "Corporation of the Township of Lake of Bays" as an additional insured. Consult with rental agent for details.
20. Where alcohol will be available at the event, the Renter's insurance certificate must specify that the event is insured for alcohol liability.
21. Excepting service animals, where animals will be brought onto the premises, the Renter's insurance certificate must specify the inclusion of animal liability.
22. Where fireworks will be part of the event, the Renter's insurance certificate must specify that the event is insured for fireworks liability.
23. If music is being played at the Renter's function, a Society of Composers and Musicians (SOCAN) tariff may be collected from the Renter by the Township of Lake of Bays to be submitted to SOCAN for an amount set out in the SOCAN tariffs.
24. If you are preparing food in the facility and serving that food for a public function, all steps must be taken to satisfy Health regulations. Consult with the rental agent, their alternate designate or the Facilities Supervisor for details.
25. If you bring in food prepared in an unlicensed kitchen, you must take special steps to satisfy health regulations. Consult with the rental agent for details.

EVENTS WITH ALCOHOL

26. Renter and person responsible for the service or availability of alcohol at any function shall read, have a full understanding of and comply with the Municipal Alcohol Policy.
27. If alcohol is available during the term of this agreement, a copy of your Special Occasion Permit (SOP) must be submitted 7 days prior to the event. Ensure that your permit covers all parts of the facility that you will be using.
28. The Renter is responsible to ensure that where alcohol is available during a function that event volunteers/staff are Smart Serve trained and certified according to the conditions of the Municipal Alcohol Policy.
29. When alcohol is available in the facility, the Renter is responsible to control the consumption of alcohol within and outside the entire facility.

Renter: Print Name

Signature

Date

- 53. All garbage to be cleared from the rooms and removed from the facility when you leave.
- 54. Garbage bags are to be replaced in all receptacles.
- 55. All tables are to be wiped off, taken down, and stored in the designated location. Tables are to be stacked face to face and back to back. Refer to posted instructions.
- 56. Chairs are to be piled and stored in the designated location.
- 57. All floors, including washrooms and kitchen are to be swept.
- 58. All spills are to be wiped up upon discovery.
- 59. All dishes, utensils, pots and coffeemakers in kitchen to be washed and put away according to posted instructions.
- 60. Stove is to be wiped off and cleaned according to posted instructions. Ensure stove is turned off.
- 61. Dishwasher emptied, drained and screen cleared according to posted instructions. Door to be left slightly open.
- 62. Where applicable, bar area is to be cleaned and the ice machine unplugged.

CLOSING THE FACILITY

- 63. Please check to make sure that all doors and windows are locked, and lights, fans and air conditioning (where applicable) are turned off when you leave. Where thermostats are not self-timed, thermostats should be turned down to 62 degrees in the winter months and 78 degrees in the summer months.
- 64. The Renter shall ensure that they comply with the requirements of the Township of Lake of Bays related to the locking of the facility before and after use and that the facility shall not be left unattended at any time without first being secured.
- 65. The facility is equipped with a comprehensive audio system. Should you wish to use the system, additional charges apply to cover cost of maintenance, replacement bulbs, batteries, etc.

LAKE OF BAYS COMMUNITY CENTRE (Baysville)

- 66. This facility has an elevator to accommodate special needs. If you will require use of the elevator for your event, please notify the rental agent to obtain the activation key, and to receive instructions on how to use the elevator. For insurance reasons, **the elevator must not be left unattended while activated. Please note: Elevator is for the transport of people. It is not a service elevator.**

Renter: Print Name

Signature

Date