



Township of South Stormont

Agreement for the Rental of a South Stormont Facility

For reservation information please contact:

Kevin Amelotte

Parks and Recreation Supervisor

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Phone: 613-534-2419 Email: kevin@southstormont.ca

• Name of Applicant / Organization:

• Address:

• Phone # (home): _____ **Phone # (mobile):** _____

• Rental Date (s): _____ From _____ To _____

_____ From _____ To _____

• Nature of Event:

• Facilities to be used:

_____ Long Sault Arena

_____ South Stormont Community Hall

_____ John Cleary Room

_____ South Stormont Council Chambers

_____ Friends Room: Ingleside Library

_____ Lancer Community Centre

_____ Fire Hall – Location: _____

_____ Sports Field – Location: _____

- Will equipment set-up be required by Municipal Staff? _____

- Will equipment cleanup be required by Municipal Staff? _____

• Equipment Requirements & Quantities:

Round Tables: _____ Square Tables: _____

Chairs: _____ Sound System: _____

Stage: _____ Kitchen Equipment: _____

Other / Special Notes:

• Event being hosted for:

Name(s): _____ Phone#: _____

Address: _____

• Decorator Information:

Business Name: _____ Phone#: _____

Contact Name: _____

• **Entertainment Information:**

Business Name: _____ Phone#: _____

Contact Name: _____

1. TERMS OF AGREEMENT – INSURANCE REQUIREMENTS

Depending on the type of event and the location being rented, insurance requirements will differ as follows:

Extension of liability Insurance from the Applicants Homeowners or Tenant Package

This will extend the Applicant’s liability to cover their own exposure, i.e. hosting a baby shower or anniversary party. The homeowners policy shall provide Personal Liability Insurance issued on an occurrence basis for an amount of no less than \$2,000,000 per occurrence / \$2,000,000 annual aggregate for any negligent acts or omission by the Applicant.

There are no fees charged by the Township for this coverage as it is provided for in the Applicant’s existing insurance coverage.

Applicant obtains their own Insurance

This will ensure that the Applicant has adequate insurance to cover their own greater exposure, i.e. karate, girl guides, lacrosse, programs of a regular nature. Applicants are required to provide a certificate of insurance prior to the rental of the facilities. The policy shall include the following:

- a. Commercial General Liability Insurance issued on an occurrence basis for an amount of not less than \$2,000,000 per occurrence / \$2,000,000 annual aggregate for any negligent acts or omission by the renter. Such insurance shall include, but is not limited to bodily injury and property damage including loss of use; personal injury; contractual liability; liquor liability (if applicable); injury to participants; premises, property and operations; non-owned automobile; broad form property damage; owners and contractors protective; occurrence property damage; products and completed operations; employees as Additional Insured(s); contingent employers liability; tenants legal liability – Broad Form; cross liability and severability of interest clause.
- b. Such insurance shall add the Township of South Stormont, its officers and employees as Additional Insured with respect to the activities of the renter. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the Township. The renter shall indemnify and save harmless the Township, their officers, and employees from and against any liability, loss, claims, demands, costs and expenses, including reasonable legal fees, occasioned wholly or in part by any negligence or acts or omissions whether willful or otherwise by the renter, their officers, employees or other persons for whom the renter is legally responsible.
- c. The renter shall provide the Township with a certificate of insurance in compliance with the insurance requirements as stipulated in the agreement. The Policies shown above shall not be cancelled unless the Insurer notifies the Township in writing at least thirty (30) days

prior to the effective date of cancellation. The insurance policy will be in a form and with a company that are, in all respects, acceptable to the Township.

User Groups / Applicant's Policy for Events

This policy will cover Applicants hosting events of larger scale where alcohol may or may not be served. This insurance coverage can be obtained through the Township on a per event basis at the current rate charged by the insurance provider, in addition to any administrative fees: coverage is described as follows

- a. \$5,000,000 Commercial General Liability / Products and Completed Operations
- b. \$1,000 deductible
- c. Excludes injury to participants
- d. Township is added as additional insured

User Group / Applicant DECLINE insurance coverage

I _____ (applicant) acknowledge that I have been made aware and understand my own personal responsibilities and risks associated with the rental of a Township facility in conjunction with this rental agreement. The delegated Township employee has explained the insurance options that are available; however I have decided to decline any personal insurance coverage.

Applicant Signature: _____ DATE: _____

2. RULES AND REGULATIONS

- a. An agreement is not transferable.
- b. An agreement is not valid unless signed by the authorized official (s) of the Township of South Stormont.
- c. Applicants shall be responsible for the conduct and supervision of all persons admitted to the facilities and shall ensure that all of the rules and regulations in this agreement are met.
- d. Applicants accept liability for all damages arising out of bodily injury sustained by persons under his charge and property damage done by persons under his charge or through the applicant's neglect. The Township is not responsible for any personal property on premises.
- e. The fee, unless otherwise agreed upon, must be paid in advance and provided to the Township of South Stormont.
- f. Only the facilities and equipment specified in the agreement shall be used. Applicants and Authorized Township Staff shall review the current inventory list before and after the event.
- g. The deposit, if applicable, will be returned if facilities are left in the same condition as they were before occupancy. Any additional cost for extra janitorial services or damages will be charged to the applicant.

- h. Smoking is prohibited and will be strictly enforced.
- i. Alcoholic beverages shall only be served by an established L.C.B.O. licensed caterer or Township approved caterer / service club. Bar Service caterers must provide proper licensing documents, meet insurance requirements, adhere with the Municipal Alcohol Policy, have smart serve training and be approved by the Township authorized official(s).
- j. The Township authorized official(s) reserves the right to subject applicants to the additional cost of hiring security or Township staff at any function and as deemed necessary.
- k. The Township reserves the right to cancel any agreement if the applicant fails to meet any of the conditions and regulations established in this agreement.
- l. Priority will be given to activities sponsored by the Township or emergency situations that are out of the control of the Township. The Township reserves the right to cancel any scheduled event at any point prior to the rental date and without written notice.
- m. A refundable deposit of \$100 is required to cover damages, and will be refunded following confirmation that the state of the building meets the requirements of Municipal staff. This deposit also includes replacement cost for keys for events that do not require the presence of a Township employee.
- n. Following the event, the applicant(s) are responsible for cleaning the kitchen facility, removal of all garbage bags to the designated area, and removal of all decorations.
- o. All facilities must be vacated by the hour stipulated in the contract. For every hour or part thereof beyond this, the applicable hourly rate shall apply.
- p. This agreement is to be used in conjunction with the South Stormont Municipal Alcohol Policy and the regulations established under the L.C.B.O.
- q. This agreement is to be used in conjunction with all policies established by the Eastern Ontario Health Unit.
- r. All decorations must be approved by the Township authorized official (s). The use of confetti or decorations causing damage to the facility is prohibited.
- s. The use of any open flame or pyrotechnics is prohibited.
- t. Applicants must ensure that all necessary licenses are acquired from the appropriate authorities for events with specific themes. As an example, but not limited to, a charitable casino night, a lottery license through the Provincial Alcohol and Gaming Commission.
- u. Cancellation of any contracted rental time will be charged to the user unless a seven day notice is given to the Township Official(s).

3. LONG SAULT ARENA – ADDITIONAL TERMS OF AGREEMENT

- a. Ten minutes will be deducted at the end of all rental periods for the purpose of ice maintenance.

- b. Dressing rooms are only available thirty minutes before and after the rental.

THIS SECTION TO BE COMPLETED BY TOWNSHIP STAFF:

Municipal Liability Coverage through Jardine Lloyd Thompson: ___ Yes ___ No
If No, has General Liability Insurance requirements been met? ___ Yes ___ No
If applicable, are copies of insurance coverage attached? ___ Yes ___ No
Has applicant declined insurance coverage? ___ Yes ___ No

FACILITY RENTAL FEE:

Facility Cost : \$ _____
Damage / Key Deposit: \$ _____
Additional Equipment: \$ _____
Additional Set-up: \$ _____
Additional Clean-up: \$ _____
HST (13% Tax): \$ _____

FACILITY RENTAL WAIVER:

I/We have read and agree to comply with the "Terms of Agreement" and the "Rules and Regulations" associated with the rental of the South Stormont Community Hall.

Applicant Signature: _____ Date: _____

South Stormont Authorized Representative:

Were Keys Provided? _____

Were Keys Returned? _____