



# RENTAL AGREEMENT 2023

## Meeting and Event Space

Applicant Name			
Email		Phone	
Organization			
Booking Date(s)			
Start Time		End Time	
Event Type			
Facility			

I/We, the undersigned, am/are the authorized agent for the applicant, and I have read and agree to abide by the terms and conditions of the Rental Agreement below. I/we recognize that it is incumbent upon the Applicant to provide liability insurance coverage sufficient to insure the Applicant and the Township of Adjala-Tosorontio against any actions, claims or proceedings which may arise from the use of the facility on the date(s) identified above, and that the Township of Adjala-Tosorontio, its agents, and officials shall in no way be held liable for any damage, injury, accident, or loss resulting from the use of the facility. The undersigned further acknowledges and agrees to be bound by the terms and conditions set out below.

**Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Charitable organization – Registration #:** \_\_\_\_\_ **(If applicable)**

**THE TOWNSHIP OF ADJALA – TOSORONTIO**

1. Will not be held responsible for liability claims against the Applicant unless the Applicant is an affiliate under the Township’s Insurance for affiliate groups.
2. Will not be responsible for damages, loss or theft of equipment or personal items of any Applicant or their guests.
3. Reserves the right to cancel or accept any event solely at its discretion. Vandalism, littering, abusive language, smoking and unauthorized use of alcohol shall be deemed to be a fundamental breach of the agreement and cause to cancel the agreement or refuse future contract applications.
4. Reserves the right to require paid duty O.P.P. Officers and/or professional security staff to attend any event and reserves the right to designate staff to attend any event to ensure that all conditions and regulations are adhered to, and all costs shall be borne by the Applicant.

Initial of Applicant acknowledging this section has been read \_\_\_\_\_

**THE APPLICANT**

5. Is a minimum of 18 years of age at the time of the booking and must be present during the permitted times or have a designated person supervising at all times. Anyone under the age of 13 must be supervised at all times.
6. Shall comply with the maximum occupancy load of the facility, as governed by the Fire Regulations specified by the Fire Chief.
7. Agrees that activities designed to create profit or monetary gain for individuals, groups or companies shall not be permitted. Fundraising ventures will be considered on a per application basis.

8. Agrees that any and all damages sustained to a facility during an event shall be the responsibility of the Applicant, where they are deemed responsible. The Applicant will be invoiced for all damages.
9. Shall adhere to the specified contract start and end time of the event. Occupying the facility before the agreement start time, or after the agreement end time, is strictly prohibited and subject to additional rental fees (unless prior arrangements have been made with the Township). Under no circumstances shall a Facility Rental Agreement be subleased.
10. The premises must be returned to the same condition as prior to the commencement of the event. This includes, but is not limited to, sweeping, wiping of kitchen counters, removal of all garbage and recycling and disposing of such in a legal manner.
11. Shall ensure that facility keys are picked up from the Township by the Applicant on the last business day prior to the event booking. The Applicant must ensure that the facility is made secure upon leaving and that the keys are placed in the drop box or returned to the Township on or before the next business day following the event.
12. Shall ensure that any events in which prepared food is being sold comply with the Simcoe Muskoka District Health Unit regulations for selling food. Visit <http://www.simcoemuskokahealth.org/Topics/FoodSafety/SpecialEvents>
13. Shall ensure that proof of liability insurance meeting Township requirements is received by the Township a minimum of 7 business days prior to the event taking place. Failure to provide proof of liability insurance within the specified time frame will result in the cancellation of the agreement. The Township of Adjala – Tosorontio requires proof of liability insurance showing that the Township of Adjala – Tosorontio is added to the policy as ‘additional insured’, to a minimum of two million dollars of general liability.

Initial of Applicant acknowledging this section has been read \_\_\_\_\_

### **COMMUNITY ROOMS – IMPORTANT INFORMATION**

14. The Facility Rental Agreement is not valid until the rental agreement has been signed and returned to the Township, the deposit and rental fees have been paid in full, proof of liability insurance is provided and/or any other documents as required by the Township have been received and approved.
15. The Township reserves the right to cancel this agreement should there be a breach of conditions or should the Township be of the opinion that the premises are not being used for the purpose specified on the application. In such cases the rental fee will be forfeited to the Township.
16. All rentals will require a damage deposit, in the form of cash or cheque, of \$100.00 per application and shall be returned after the event following a satisfactory inspection of the facilities. All rental fees paid will be forfeited to the Township in the event of a cancellation by the Applicant.
17. In accordance with the Simcoe Muskoka District Health Unit (SMDHU) guidelines and recommendations, the adjoining kitchen can be used for food storage only. On-site activities such as food handling, preparation or clean-up are prohibited. All renters are responsible for contacting the SMDHU if you are serving food at the event.
18. The charging of admission fees for any event, whether indoor or outdoor, is strictly prohibited unless prior approval has been obtained from Council.
19. The sale and/or consumption of alcohol are strictly forbidden at all indoor and outdoor facilities unless a special occasion permit has been approved. Special occasion permit applications require prior approval of Council.
20. All exits must be kept clear and free from obstructions at all times. No set up of tables or displays are allowed in lobby or entrance/exit areas. The use of smoke and fog machines, as well as candles, are prohibited.
21. Smoking and vaping is prohibited in all municipal facilities and in municipal parks in accordance with the Smoke-Free Ontario Act.

Initial of Applicant acknowledging this section has been read \_\_\_\_\_