

TOWN OF LAKESHORE

RECREATION FACILITY RENTAL AGREEMENT – COMBER COMMUNITY CENTRE

1. The following are details specific to this Agreement. They are incorporated by reference into the Terms and Conditions on the reverse side of this form.

- (a) Date agreement signed: _____
- (b) Name and address of Owner: The Corporation of the Town of Lakeshore
(mail to:) 419 Notre Dame Street
Belle River, Ontario
NOR IAO
- (c) Name and Full Address of Applicant: _____

Phone Number _____
- (d) Facility: _____
- (e) Dates and times Facility Required: _____ Time in: _____
_____ Time out: _____
- (f) Rental Charge: _____
-Small hall and Kitchen-\$100 + gst
-Entire hall and kitchen- \$215 +gst
-Pavilion - \$75.00 + gst
- (g) Type of Event to be held: _____
- (h) Are you charging for the event: Tickets available: _____ \$_____(cost)
If no: _____ Number of tickets printed: _____
Number of tickets sold to date: _____
- (i) General Liability Insurance: _____
(Minimum Limit \$2,000,000) applicable to alcohol related events
- (j) Security Deposit: \$200.00 damage deposit held in trust
- (k) Permitted Sales: If food is prepared and sold for consumption, a health permit is applicable by the event holder through the Windsor-Essex County Health Unit
- (l) Will alcohol be served: if **yes**: Municipal Alcohol Policy requirements apply
If **no**: n/a
- (m) **Additional Provisions:**
-Set up and tear down of tables and chairs not provided.
-Tables and chairs must be returned in same order in storage closet.
-Keys for the Centre are to be picked up and returned at Tom’s Short Stop Variety Store on Main Street.
-Please assure all doors are closed and locked prior to setting alarm system on your departure.
-charges do apply for extra clean up for any of the following: storage closet not returned in proper order, garbage not collected in bins, dishes not washed and stored.

READ THE TERMS AND CONDITIONS ON THE BACK OF THIS FORM.

I hereby request the use of the named facility or facilities, at the date and time shown. My signature certifies that I have read and understand the terms and conditions as stated on the reverse side of this application form and agree to abide by these conditions. Failure to comply may, in addition to any other remedy the owner may have, result in the cancellation of this agreement and/or future requests for the use of facilities being denied.

Name: (applicant)

Application approved by the **CORPORATION OF THE TOWN OF LAKESHORE:**

Date: _____
Per: (office)

TERMS AND CONDITIONS

1. In these terms and conditions “item” followed by a letter in parenthesis shall be deemed to refer to the item on the reverse side for this form with the corresponding letter.
2. The Applicants warrants that the information provided on the reverse side of this form is true and complete.
3. In consideration of the rental charge set forth in item (f), the Owner grants to the Applicant the use of the facility or facilities indicated in item (d) (herein after referred to as the “Facility”) for the event indicated in item (g) (hereinafter referred to as the “Event”) on the dates and at the times set forth in item (e).
4. The applicant further covenants and agrees to use the Facility for the purpose of said permitted use and for no other purpose whatsoever.
5. The Applicant acknowledges and agrees that it is the Applicant’s responsibility to ensure the safety and security of all persons and equipment that is, in any way, engaged or involved in the event.
6. The Owner shall have exclusive control over all food and refreshment concessions. The applicant shall not sell or distribute any food, beverage, goods or merchandise whatsoever or provide any services whatsoever at the rented facility save and except as may be set forth in item (k).
7. The Applicant covenants and agrees to comply with all federal, provincial and municipal laws, rules, regulations, bylaws and any other requirements governing the Applicant’s conducting of the event and with respect to the Applicant’s use of the facility generally and the Applicant hereby saves the Owner harmless from and indemnifies the Owner against any and all damages, charges, actions, costs, etc. and from any liability for same arising from the applicant’s failure to do so.
8. The Applicant covenants and agrees to indemnify and save harmless the Owner it’s officers, employees, servants and agents from and against any and all claims, actions, suits and demands of any kind whatsoever resulting from or in any way arising out of or connected with the Applicant’s occupation or use of the Facility.
9. Without limiting the generality of clause 8, the Applicant agrees to be responsible for any personal injury, property damage, loss or theft arising out of the event and Applicant’s use of the facility.
10. The Applicant further covenants and agrees to provide and maintain comprehensive general liability insurance, in the amount set forth in item (i) of this agreement with respect to the Event and the use of the facility, naming the Owner as an additional insured, and to provide a certificate evidencing same at least 5 days prior to the commencement of the event. Without limiting the generality of the foregoing, such general liability insurance shall contain provisions for cross-liability severability of interest and no cancellation without consent of the Owner.
11. The Applicant waives any and all claims against the Owner for compensation and for any and all losses or damages arising out of any action taken by any public authority, or by reason of any strike, labour dispute, accident, failure of equipment or utility service and such interferences with the operation of the Facility shall not relieve the applicant from any of it’s obligations under this agreement.
12. The Applicant further covenants and agrees to conduct the event in a manner satisfactory to the Manager of the Facility and to comply with all lawful instructions of the said Manager and all rules and regulations respecting the use and occupation of the Facility.
13. The applicant covenants and agrees that any sales, good and services and like taxes, applicable to the use of the Facility, imposed by any Provincial or Federal authority shall be by the Applicant and the Owner may add such taxes to the amount required to be paid.
14. This agreement may not be assigned by the Applicant and the Applicant may not sub-let the Facility in whole or in part without the prior written consent of the Owner, which Consent may be arbitrarily withheld.
15. The Applicant covenants and agrees to reimburse the Owner for any damage caused to the said Facility or nay of the Owner’s equipment therein located.
16. The Applicant covenants and agrees that no alcoholic beverages will be provided or sold at the Event without the express written permission of the Owner which permission shall not constitute the waiver of any of the terms and conditions contained herein. If alcoholic beverages are to be provided or sold the applicant shall obtain the appropriate liquor license and shall provide a copy thereof to the Owner at least 5 days prior to the Event.
17. Without limiting the generality of the foregoing the applicant agrees to comply with any additional provisions listed in item (1).