

Facility Rental Agreement
Terms and Conditions

1. This Facility Rental Agreement (the "Agreement") remains in effect until the Facility is vacated following any rental. All rentals will end no later than 1:00 a.m., at which time the building must be vacated. All properties of the Renter shall be removed no later than 1:45 am. See Schedule "A" for closing times and other applicable terms for Alcohol Events.
2. The contracted hours of rental must include sufficient time before and after the function to allow for preparation and cleanup. This include caterers, decorators, DJ's. Any rental requiring more time for set up will be required to pay additional rental fees.
3. Rentals must conform to the capacity limits established by the Fire Department.
4. Rental fees and a refundable \$100 damage deposit are due at time to booking. In the event of a cancellation by the user deposits will be refunded.
5. The rental fees and damage deposit must be paid before access will be granted. Keys/security FOB will be released to the Renter. In the event of a lost key or security FOB a \$50 fee will be charged to the renter.
6. The damage deposit will be refunded following the event and barring any damage to the facility.
7. The Township may cancel the rental should there be a breach of this Agreement, or should the Township be in the opinion that the premises are not being used for the purpose specified on the Facility Rental Request Form. The Township may also cancel the permit with adequate notice for Township business or at any time for a community emergency. The Township or its duly appointed representative will have the right to cancel or stop the event if deemed out of control. The Renter shall immediately comply with the directive of a representative of the Township or police to stop or cancel the event.
8. Township is not responsible or liable for any costs for failure in supplying the Facility due to circumstances beyond its control (examples: hydro failure, damage to the building, etc.). In such cases, consideration will be given for reimbursement in part or in full for non-use.
9. The Renter must be a minimum of 21 years of age at the time of the booking and present in the Facility during the permitted time. Children under the age of 12 must be supervised by a parent/guardian Renter must not leave the building until all invitees have vacated.

10. Facility rentals will not be permitted for business, organizations, or individuals, in the sole discretion of the Director of Corporate Services and/or Director of Operations and Infrastructure, whose program, services or business activity do not align with the Township's values.
11. The Renter shall assume full responsibility for their guests in case of injury, damage, theft or disturbances during the booking.
12. The Township is not responsible for damages, loss or theft of equipment or clothing of the Renter, or their invitees. Please secure all valuables.
13. When an incident of bodily injury or property damage occurs, the Renter must call the appropriate emergency services, 911, etc., if applicable and the afterhours emergency # 1-855-961-7018 and inform the Township of the incident. A written report must also be provided to the Township of the incident within twenty-four (24) hours to email address commsupervisor@townshipleeds.on.ca. The Renter must notify the Township when emergency services (911) have been contacted and/or have attended the site of any incident.
14. In accordance with the Smoke-Free Ontario Act, 2017, all public buildings are non-smoking or vaping. The Renter shall ensure that all patrons refrain from smoking or vaping while in the Facility. The prohibition includes the smoking of cannabis.
15. Signs, posters or other decoration may only be affixed to walls with masking tape or painters' tape, no higher than 8 feet and only in approved locations. Any damage caused by the use of unapproved products will be charged back to the Renter. The use of the Township's logo in any marketing materials is not allowed without prior written approval of the Township.
17. "Water Troughs" and "Water Fountains" are not permitted. Open flames are not permitted in accordance with the Ontario Fire Code.
18. The throwing of rice and confetti and other food items and the use of decorative sparkles/glitter, etc., is not permitted.
19. Sale of refreshments, food and beverages and other items on Township property is permitted if appropriate permits have been attained. Alcohol is only permitted in the Lansdowne Community Building Hall or the Seeley's Bay Hall.
20. All fire exits, fire routes and pedestrian walkways must be kept clear at all times. The Renter is responsible for restricting activities to the Facility only. All concerns of safety or otherwise should be reported immediately to Township staff.
21. Parking is only permitted in designated granular/asphalt parking lots.
22. Pets are not permitted in the Facility with the exception of service animals. Service animals will not be permitted in the immediate area where food is being prepared,

as per Health Unit Regulations. Service animals are permitted in areas where food is being served/consumed.

23. The Renter as a party to this Agreement agrees to compensate the Township for any damage or loss to property or equipment contained within the Facility, which damage or loss arises out of the Renter's use of the Facility.
24. The Renter agrees to pay any costs for maintenance over and above the normal cleaning that might be required to return the Facility to the same condition it was found, prior to the rental.
25. The Renter and their invitees are only granted access for the area which has been rented.
26. Upon final departure of the facility, the Renter shall ensure that:
 - i. All lights are turned off
 - ii. All garbage and recycling are bagged and placed in the appropriate waste management bins located outside the facility
 - iii. Exit doors are closed and locked.
27. The Renter acknowledges the electrical limitations of each facility, and as such, will take undue care to ensure that electrical outlets are not overloaded. Plugging in more than one appliance to a single outlet could result in electrical failure/hazard. Access to the mechanical room is restricted to Township staff. Therefore, a blown breaker could result in a call out charge and/or loss of service at the discretion of the Renter.
28. The Renter must provide a certificate of insurance with a minimum of \$2 million per occurrence and have the Township named as an additional insured and prior to the rental being approved.

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 \$2,000,000/occurrence
- (b) Add the Corporation of the Township of Leeds and the Thousand Islands 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 \$2,000,000 and shall include contractual non-owned coverage (SEF 96)
- (e) Contractual Liability

- (f) The policy shall provide 30 days prior notice of cancellation

If a renter cannot obtain a certificate of liability insurance, coverage may be available through the Township. The renter should request insurance coverage with the rental permit application and Staff will determine suitability and availability. If provided, the cost of insurance will be added onto the permit fee.

- 29 For events where alcohol will be served, the additional terms listed in Schedule "A" to this agreement will apply.

30. Insurance For Events Where Alcohol Will Be Served

The Renter must obtain Commercial General Liability Insurance satisfactory to the Township 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 \$5,000,000
- (b) Add the Corporation of the Township of Leeds and the Thousand Islands 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 \$2,000,000 and shall include contractual non-owned coverage (SEF 96)
- (f) Products and completed operations coverage
- (g) Contractual Liability
- (i) Host Liquor Liability
- (h) The policy shall provide 30 days prior notice of cancellation

32. The Township of Leeds and the Thousand Islands shall not be liable for bodily injury, personal injury, or illness, including but not limited to communicable diseases, property damage or any other type of loss or other liability with respect to the loss or theft of clothing, equipment of personal property belonging to the Renter, its representatives, contractors, participants or anyone attending on the invitation of the Renter. As part of the consideration for the Township renting the Facility to me/my group, or on behalf of myself, my organization, its members, and anyone attending by invitation, I hereby:

- (a) release, waive and forever discharge; and
- (b) agree to defend, indemnify and save harmless.

the Corporation of the Township of Leeds and the Thousand islands, their elected officials, officers, employees and agents from and against any and all claims, actions, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury or to damage to or destruction of tangible property including loss of revenue arising out of or allegedly attributable to the negligence acts, errors, omissions, whether willful or otherwise by Renter, their officers, employees, volunteers, contractors, subcontractors, guests, invitees, agents, or others who the organizer is legally responsible. This indemnity shall be in addition to and not in lieu of any insurance provided in accordance with this agreement and shall survive this Agreement.

Signature:

Date:

SCHEDULE "A"

ADDITIONAL TERMS AND CONDITIONS FOR EVENTS WHERE ALCOHOL WILL BE SERVED

Alcohol Events:

1. All events in the facility where beverage alcohol is available are required to be held under a properly issued Special Occasion Permit ("SOP") issued by the Alcohol and Gaming Commission of Ontario ("AGCO"). For more information and to apply for a permit, visit the AGCO's website at www.agco.ca. It is highly recommended that the Renter peruse the AGCO website to ensure an understanding of the responsibilities held by the Renter and SOP holders regarding the service of alcohol.
2. The two types of SOPs that are typically applicable to events held at the Facility are "Private Event SOP" and "Public Event SOP". Generally, a Private Event SOP would be applicable to all buck and does, weddings, birthdays, anniversaries, reunions, staff parties, funerals, bridal showers etc. A Public Event SOP can only be issued to a charity registered under the Income Tax Act (Canada), a non-profit organization or association organized to promote charitable, educational, religious or community objects, or an individual or business if organizing or conducting an event of "municipal (requires resolution of Township Council), provincial, national or international significance", as agreed to by the Registrar of Alcohol and Gaming (the Registrar).
3. In addition to the Renter being solely responsible for ensuring that the appropriate SOP is in place for the event, they shall also ensure the SOP is displayed in a conspicuous location (typically in the beverage service area) and ensure abidance of all provisions of the SOP during the entirety of the event. A copy of the SOP shall also be provided to the Township 10 days prior to the event. If planning a Public Event, please allow six weeks for Council to determine whether the event is of municipal significance.
4. Only alcoholic beverages purchased under the provisions of the issued SOP may be served at the event, as in accordance with the *Liquor License and Control Act, 2019*. The Renter is responsible to ensure that the consumption of alcohol is permitted only within the licensed area.
5. The Township has a Municipal Alcohol Policy attached to this Agreement as Schedule "B", and also available from the Township Office and on the Township's website at leeds1000islands.ca. All rules and regulations in the Municipal Alcohol Policy must be adhered to. It is the responsibility of the Renter and SOP holder to read, understand and abide by the provisions of the Municipal Alcohol Policy. It is

important to note that in some circumstances, the provisions of the Municipal Alcohol Policy may exceed the rules and regulations of the issued SOP and/or AGCO rules and regulations. It is solely the responsibility of the Renter to seek clarification regarding any provisions in the Municipal Alcohol Policy.

6. The Renter agrees to control the access at the door until the event is concluded and the entire property is vacated. The Township may require Renter to provide adequate licensed security supervision at the Renter's expense.
7. The bar must close no later than 1:00 AM and all evidence of alcoholic beverages must be cleared from the area 45 minutes after the closing of the bar. The premise must be cleared by 1:45 AM
8. The Township reserves the right to close the bar if disorderly conduct warrants or if the Renter is in contravention of any regulations set by the Township or within the Municipal Alcohol Policy, or the *Liquor License and Control Act, 2019*.

SCHEDULE "B"-
MUNICIPAL ALCOHOL POLICY

PURPOSE:

The Township of Leeds and the Thousand Islands ("Township") Municipal Alcohol Policy provides for responsible management practices at functions and events held at Township owned facilities, properties, and areas where alcohol is available under the authority of a Special Occasion Permit or a Caterer's Endorsement.

The Township has developed this Policy as a means of enhancing and promoting the social enjoyment and physical safety of everyone who uses Township facilities, properties, and areas, while at the same time preventing or minimizing any alcohol-related liability issues.

The policy is intended to promote responsible drinking and smart alcohol service practices, along with supporting the requirements of the Liquor Licence and Control Act of Ontario, and other associated legislation and regulations.

POLICY SCOPE:

This Policy applies to all Township staff, volunteers, community partners who either manage or have control over Township property, rental clients, and organizers of events on Township property, at which alcohol will be sold, served or consumed.

This Policy applies to the sale, serving and consumption of alcohol on Township property, or at locations or for events under the Township's control, whether or not a facility is operating under a liquor license issued by the Alcohol and Gaming Commission of Ontario (AGCO), a Special Occasion Permit, a liquor licence with a Catering Endorsement, or any other approval that has been issued by the AGCO.

The following Township facilities are licensed to host events with alcohol:

Lansdowne Community Building Hall Seeley's Bay Hall

DEFINITIONS:

"ACGO" means the Alcohol and Gaming Commission of Ontario. The AGCO is responsible.

for administering the Liquor License and Control Act and the Gaming Control Act, 1992. See

<https://www.agco.ca/> for more information.

"Catering Endorsement" means the sale and service of alcohol at an event that is held in

an unlicensed area by a licensee. The event must be sponsored by a person or entity other than the license holder.

"Event Organizer," which term shall include the Special Occasion Permit holder, means

the person who is responsible for the safety of people attending the event as well as compliance with this Municipal Alcohol Policy and the Liquor License Act of Ontario and its regulations at the event. They assume responsibility and liability for the entire operation of the event.

“Liquor License and Control Act,” means the Liquor License and Control Act, 2019 S.O.2019, c 15, Sch 22, as may be amended from time to time and any associated regulations. See the Liquor License and Control Act for more information.

“Smart Serve” means the Smart Serve training program provided by Smart Serve Ontario for the responsible alcohol beverage service training of staff and volunteers. The Smart Serve Program is the only program recognized by the AGCO and approved by this Policy. See <https://smartsolve.ca/> for more information.

“Special Occasion Permit” and **“SOP”** means a liquor license issued by AGCO for onetime social events where alcohol will be sold and/or served. For information on the types of special occasions a permit may be issued by AGCO, please visit <https://www.agco.ca/>. **“Township”** means the Corporation of Township of Leeds and the Thousand Islands.

POLICY REQUIREMENTS:

In all circumstances where an event is being held on Township property, the sale, serving and consumption of alcohol will comply with the requirements of the Liquor Licence and Control Act and its related regulations, the requirements of AGCO and this Policy.

GENERAL CONDITIONS:

For all events at which alcohol will be sold, served or consumed on Township Property, the Event Organizer must ensure that the following general conditions are met:

1. The Event Organizer must obtain a facility rental permit for the use of the property or facility at which the event is to take place from the Township. The permit must specify the date, duration, nature, purpose and expected attendance at the event, as well as any other details of the event that may be required by the Township to ensure the event meets the requirements of this Policy and for the proper management by the Township of its property.
2. In order to hold an event with alcohol on Township property, the Event Organizer must obtain a Special Occasion Permit (SOP) or have a Catering Endorsement for the event from the AGCO, or other approval issued by the AGCO, and must, at all times during the event, comply with applicable regulations, processes and best practices of the AGCO, including those relating to Smart Serve.
3. The Event Organizer must obtain and maintain for the duration of the event appropriate insurance in the form of Commercial General Liability insurance subject to limits of not less than Two Million Dollars (\$2,000,000) inclusive per occurrence, or as otherwise prescribed by the Township, and such insurance must name the

“Corporation of the Township of Leeds and the Thousand Islands” as additional insured.

4. The Event Organizer must comply with all requirements in this Policy.

5. The Event Organizer must ensure that the original Special Occasion Permit, or liquor license with a Catering Endorsement, or any other approval obtained from the AGCO, is displayed in a prominent location in the licensed/server area or must keep it in a place where it is readily available for inspection, for the duration of the event.

6. The event must comply with all applicable federal and provincial laws and regulations, and applicable municipal by-laws.

INDOOR EVENTS:

For events occurring indoors at the Lansdowne Community Building Hall or Seeley’s Bay Hall, the sale, serving and consumption of alcohol is permitted only inside the building. No alcohol will be sold, served or consumed outside of the building.

OUTDOOR EVENTS:

Events occurring outdoors on Township property must meet the following additional conditions:

1. Events on public roads at which alcohol is to be sold, served or consumed are permitted only under the following circumstances:

a) An event on a closed public road where establishments licensed by the AGCO receive approval from the AGCO to establish or extend a patio onto the closed street,

b) An event on a closed public road with an enclosed area licensed by the AGCO to sell and allow the consumption of alcohol by SOP, issued to a charity or AGCO-recognized non-profit organization,

For either 1a) or 1b), the Event Organizer must obtain a Road Closure Permit and

comply with all conditions associated with the permit in accordance with the Special Events Policy.

2. Events at which alcohol is to be sold, served, or consumed, occurring outdoors on Township properties, other than public roads, are permitted only under the following circumstances:

a) The area licensed to sell or permit the consumption of alcohol by SOP or other approval from the AGCO, which is issued to a charity or AGCO recognized non-profit organization, is enclosed, or

b) An event at which only a small portion of the entire event area (example: tent) is enclosed and licensed to sell or permit the consumption of alcohol by

SOP or other approval from the AGCO, which is issued to a charity or AGCO recognized non-profit organization.

3. The Township will not permit the sale, serving and consumption of alcohol where existing liquor license holders (i.e., bars and restaurants) apply to establish or extend an outdoor patio and apply jointly with a charity or AGCO recognized non-profit for a SOP or other approval from the AGCO to allow patrons having servings of alcohol to leave the bar and patio area and circulate openly on the street.

EVENT ORGANIZER RESPONSIBILITIES:

The Event Organizer must provide proof that they have been granted a Special Occasion Permit or Catering Endorsement or other approval from the AGCO to the Township prior to the event. Failure to provide this documentation will result in the Event Organizer not being permitted to sell or serve alcohol at the event.

1. All alcohol permitted on the site must be purchased or approved under the SOP or other application to the AGCO. Replacement or supplementary alcohol is not permitted.

2. Acceptable forms of identification for proof of age, which include a photo, are: an Ontario Driver's license (or any Canadian Driver's license); a Canadian Passport; a Canadian Citizenship Card; a Canadian Armed Forces Identification Card; a photo card issued by the Liquor Control Board of Ontario (LCBO), a Secure Indian Status Card issued by the Government of Canada; a Permanent Resident Card issued by the Government of Canada; a photo card issued under the Photo Card Act, 2008. Such identification shall be inspected before admitting and serving a person who appears to be under the age of 25.

3. The Event Organizer or designate must attend the event for the entire duration, including the post event clean up, and be responsible for making decisions regarding the operation of the event and safe transportation.

4. The Event Organizer or designate, and event workers shall remain sober during the entire event.

5. The Event Organizer shall permit Township staff to enter the event at all times.

6. The Event Organizer, event worker or Township staff, if present, must ensure the physical setting is safe for all attendees. All exits must be kept clear of obstruction.

7. Should the Event Organizer, event worker or Township staff become aware of a situation that could lead to injury or property damage, they must take immediate action to prevent patrons from engaging in activities or conduct that is drunkenness or riotous, quarrelsome, violent or disorderly which could harm themselves or others, or could result in property damage.

8. The Event Organizer will be available upon request to event workers who require assistance in managing a person who is refused a sale or who becomes unmanageable.

9. The Event Organizer shall ensure alcohol that is sold, served, or consumed on the premises is not removed from the licensed area, or brought into a prohibited area, by a person attending the event.

10. All beverage containers must be retained within the licensed area. All beverages must be served in unbreakable cups.

11. The serving of alcohol will cease no later than the hour specified on the SOP, Catering Endorsement or other approval from the AGCO.

12. The Event Organizer must comply with the Liquor Licence and Control Act; the Township Municipal Alcohol Policy, General Terms and Conditions of the Township Rental Agreement; Township by-laws including the Noise By-law, Special Event Policy By-law, as well as Federal, Provincial legislation and regulations (including Smoke Free Ontario Act, 2017) that apply to the use of the premises and to the holding of the event.

13. The Event Organizer shall not permit persons to enter the premises who are or appear to be intoxicated or whose presence could result in the room or venue capacity to be exceeded.

14. Where the event becomes an uncontrolled situation and the instigator or instigators refuse to leave, the Event Organizer, designate, or event worker will:

- a. ask the person(s) to leave; and
- b. if the individual(s) refuses to leave, call the police.

SIGNAGE:3. Signage to be posted at the boundaries of the licenced/bar area

PLEASE DRINK RESPONSIBLY

- Bartenders reserve the right to refuse service;
- Bartenders cannot serve alcohol to anyone who is intoxicated or appears to be at the point of intoxication;
- Bartenders cannot serve alcohol to anyone under 19 years of age – proper; I.D. must be presented to event staff when requested;
- You can only be served a maximum of two alcoholic drinks at any one time;
- There will be no “LAST CALL”

Thank you for not drinking and driving.
The R.I.D.E. program is in effect in our community.
Use a designated driver or call a friend, relative or taxi.

Signage at one or more prominent places in the licenced/bar area

If there is an emergency CALL 9-1-1

You are at:
[Insert name and address of facility]

4. The Sandy’s Law Warning Sign that is available at:
https://www.agco.ca/sites/default/files/warnsign_clr.pdf .

The Event Organizer shall have a copy of the SOP (with any updates) or Catering Endorsement along with a list of all servers and security staff.

MONITORING/CONTRAVENTIONS:

Non-compliance with the terms and conditions of this Policy for one or more events may result in the refusal or revocation of permission to use Township property.

LEGISLATIVE AND ADMINISTRATIVE AUTHORITIES:

[Liquor Licence Act](#)

Noise By-law

[Smoke Free Ontario Act](#)

Special Events Policy By-law