Facility Rental Agreement

Contact Information

Name:

_____

Group / Organization:

_____

Address:

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Main Contact Number:

_____

E-mail Address:

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Event Details

Date of Event: _____No. of People expected: _____

Event Start Time: _____ Event End Time: _____Access Time to Building: _____

Event name and description of activities:

_____

Approximate set-up time: _____ Approximate take-down time: _____

Nature of Event: _____

(Charitable, fundraising, private, profitable, etc.)

Accommodation Required

❑ HALL – GYMNASIUM with KITCHEN / BAR (FOR BANQUET, WEDDING OR OTHER LARGE GROUP AFFAIR)

❑ HALL – GYMNASIUM without KITCHEN / BAR (FOR ALL OTHER EVENTS)

❑ SENIORS ROOM which includes KITCHEN

❑ BASEBALL DIAMOND

❑ SOCAN ❑ music without dancing ❑ music with dancing

Music provider is LICENSED with SOCAN ❑ YES ❑ NO

Copy of LICENSE ❑ Attached ❑ Provided by event date

❑ ALCOHOL to be SERVED ❑ YES ❑ NO

❑ Special Occasions Permit attached ❑ Insurance attached

❑ NORTH BAY PARRY SOUND DISTRICT HEALTH UNIT –
APPLICATION AND NOTIFICATION FOR COMMUNITY EVENTS AND FARMERS MARKETS ATTACHED ❑

Rules and Regulations

1. No bookings will be secured without a completed Rental Agreement by the Applicant, full payment of the event (if applicable) and payment of a security/damage deposit of $250.
2. In the occasion that the Applicant needs to cancel or reschedule the event the following will apply:
   - Reschedule within 14 days no cancellation fee
   - Reschedule within 7 days of the event the Applicant will forfeit 50% of their deposit.
   - Full cancellation 14 days or less to the event will result in 100% forfeit of their deposit. All cancellations must be submitted in writing to the Town of Kearney at the Municipal Office or by email: admin@townofkearney.ca.
3. The Applicant shall be responsible for the conduct and the supervision of all persons admitted to the Municipal Facility and shall ensure that all regulations contained in this agreement are strictly observed.
4. Any Municipal By-Law Infractions will be charged to the applicant and/or any person(s) responsible for the infraction.
5. All exits must be kept free from obstruction in case of fire.

6. No equipment, furnishings, dishes, etc., may be used except as outlined in the rental agreement, unless pre-arranged with the Municipality. Additional fees will apply.
7. No storage space is granted to outside organizations, except with express written permission from the Municipality.
8. Activities must be confined to the facilities, times, and dates stated on the application. Applications are not transferable.
9. No equipment, scenery, or decorations shall be fixed to walls, floors, or ceilings without the approval of the Municipality.
10. When liquor is to be served, a Special Occasion Permit must be obtained from the Alcohol and Gaming Commission of Ontario. One (1) copy needs to be provided to the Municipality and one (1) copy is to be posted on the bar room bulletin board. The Applicant is responsible for meeting the regulations stipulated on the back of the Special Occasion Permit application form. The bar must be opened and closed according to the times stated in the agreement. There will be no last call. All alcohol beverages must be removed from the facility at the end of the event.
11. Smoking, cannabis use and/or vaping is not permitted on any Municipal property unless designated otherwise.
12. The bar must be attended by two (2) Bartenders at all times. The Applicant must provide their own Bartenders. All Bartenders must possess a current SMART Serve Certificate and be posted within the bar area while serving.
13. No open flames are permitted. This is excluding kitchen appliances.
14. Deposits shall be returned to the Applicant upon inspection of the facility and determination to the satisfaction of Municipal Staff that the facility has been left in a clean, orderly, and undamaged state.
15. The Applicant shall, in no manner, pledge the credit of the Municipality and shall protect, indemnify, and save harmless the Municipality, its employees or agents of, or from claims, which may arise out of the use of buildings by the Permit Holder. The Applicant is required to protect the Municipality, its employees or agents against damage, infringement of royalty rights, ASCAP, EMI, CAPAC, or any other performing society charges, slander, sedition, and subversion which may occur as a result of public performances or speeches.
16. The Applicant shall agree that the agreement may be revoked or cancelled by the Municipality or its designate at any time, with or without cause, and that in the event of such cancellation there shall be no claim or right to damages or reimbursement on account of any loss, damage or expense incurred by the Applicant.
17. Special events, including fundraising events that involve the sale of food, must comply with the Food Premise Regulation. It is the responsibility of the applicant to contact the North Bay Parry Sound District Health Unit at (705) 746-5801 regarding rules and regulations for food handling.
18. The Applicant understands the health and safety legislation and regulations related to the activities being held as indicated in the application and will ensure that these activities and the participants in them will comply with the requirements of the legislation and regulations.
19. The Applicant shall be responsible for personal injury or damage, or for the loss or theft of any articles of clothing or equipment of the Applicant or organization, or anyone attending on the invitation of such person or organizations.
20. The Applicant must pay for all damage to facilities or furnishings, however caused, arising out of or during the use of the facilities under the application. Future application requests will not be considered for any group that has an outstanding account with the Municipality in this regard.
21. Maximum attendance shall be governed by the applicable regulations.
22. Games of chances, lotteries or gambling in any form must have a Lottery Permit obtained from the Municipality.
23. The Municipality's facilities are intended for the use and enjoyment of all residents. The misuse of drugs, alcohol and violent behaviour will not be tolerated in the facilities. The Municipality reserves the right to evict any individual who is seen as not acting in the best interest of the program or activity or who display inappropriate behaviour.
24. The Applicant shall carry Commercial General Liability insurance issued on an occurrence basis in the amount of no less than $2,000,000 for non-alcoholic events and no less than $5,000,000 for alcoholic events. The Corporation of the Town of Kearney shall be named as an additional insured with a cross liability clause. A certificate of insurance evidencing coverage including a fourteen (14) day cancellation clause is required to be submitted to the Municipal Office a minimum of one (1) week prior to the rental of the facility. Failure to provide this documentation will result in the cancellation of the booking and no refund will apply.

Facility Rental Agreement

25. All groups using the facility must notify the Municipal Office at 705- 636-7752 if they will not be using the facility for their scheduled time
26. Rental charges will be waived to Kearney Community Groups for meetings, funerals and funeral receptions for Kearney residents, and children's birthday parties (Child must reside in Kearney). Each community group will also receive 2 fundraising events per calendar year.

I/we certify that we have read the Rules and Regulations and that we agree to conform thereto and be bound thereby:

Date:_____ **Name:**_____
(please print)

Signature:_____

Gymnasium with Kitchen and Bar for Weddings and other large group affairs Includes: Before event – ½ day during business hours Event day – in accordance with completed Rental Agreement Clean-up – until noon the following day *Extra hours subject to additional charges.*	$800.00
Gymnasium Monday - Thursday (based on a 4 hour rental) Each additional hour, or part thereof	 $100.00 $50.00
Gymnasium Friday - Sunday (based on a 4 hour rental) Each additional hour, or part thereof	 $150.00 $50.00
Gymnasium, No Kitchen (Recreation Purposes Only) – Must be a Kearney Taxpayer Monday - Friday (rental must be during regular business hours)	 $25.00/hr Max 3 hours
Bar Area & Kitchen Monday-Thursday (based on a 4 hour rental) Friday - Sunday (based on a 4 hour rental) Each additional hour, or part thereof	 $100.00 $150.00 $50.00
Senior's Room with Kitchen Rental (based on a 4 hour rental) Each additional hour, or part thereof	 $100.00 $25.00
Security/Cleaning Deposit Due at the time of booking	 $250
SOCAN (Music Fee) With dancing Without dancing	 $63.49 $31.72
Payment Full payment due at the time of booking	

Facility Rental Agreement

Schedule 'C'
Application to Waive Fee

Name of Applicant: _____

Request Date(s): _____

Reasons for Request:

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❑ Approved ❑ Refused

Authorized Signature: _____

Print name and title: _____

Facility Rental Agreement

Schedule 'D'
Floor Plan

Schedule 'E'
OTHER