



## Perth East Recreation Complex RENTAL POLICIES

### A. Who May Rent the Facility

Any mature, responsible, individual or organization may use the Perth East Recreation Complex. The individuals who use the facility will conduct their behaviour in a positive fashion and be under the immediate supervision and control of the individual who undertakes the responsibility to rent the facility. No person under the age of 18 shall be the signing authority of the permit.

The Township reserves the right entirely, at its discretion, to accept or reject any application for the use of the facility.

The applicant must not assign, transfer or convey, sublet or otherwise dispose of the permission granted hereunder.

The Perth East Recreation Complex is a multi-purpose facility that is used by a variety of groups (i.e. charitable, community, service & private). It is quite common for more than one group to use the facility at the same time. It is expected that all groups using the facility will respect the space and privacy of each other.

### B. Permit & Policies

Review your permit and policies carefully, make sure that you understand the procedures and fees. The building is used only at specific times and dates, as indicated on the permit. All of the conditions on your permit and policies must be adhered to. Bookings are considered confirmed when the signed copy of the permit is returned to the Perth East Recreation Complex.

### C. Fees / Refunds / Cancellations

Cheques must be made payable to the "Township of Perth East". The deposit where applicable, must be submitted at the time of application. The balance of the payment must be received no later than thirty (30) days after receiving the invoice. Regular weekly/monthly rentals may be invoiced at the end of the month. Hourly rentals must be paid the day of the rental.

Any damages caused to the building or its equipment shall be the financial responsibility of the party renting the facility.

No portion of the deposit will be returned to any group or individual that cancels their booking, unless the Township is able to rent the facility on the same date to another party.

The Township has the right to withhold renting to any group or individual who has abused the Complex and or its equipment.

Cancellations caused by storms, flooding, power failure, mechanical failure, Act of God, business interruption or the need to use the facility for an Evacuation / Feeding / Reception / Volunteer Centre, will be considered unavoidable and groups will not be charged for the cancellation of such nature. Deposits will be refunded.

### D. Smoking Restrictions

The Complex is a non-smoking facility. Patrons are asked to smoke, outside, 9 metres away from the front entrances of the Complex. Designated smoking areas are located outside to the west of the Arena entrance and at the back of the Banquet Hall.



## Perth East Recreation Complex RENTAL POLICIES

### E. Insurance Coverage

The applicant must provide the Township of Perth East proof of the required insurance coverage 7 days prior to the event.

Liability insurance for your protection is not provided under this rental agreement with the Township of Perth East. In the event of injury to, or destruction of person, property you may be held liable. Contact your insurance agent, or company, to ensure that your liability insurance is adequate for the function.

The applicant must obtain liability insurance coverage on a form of coverage issued by an insuring company acceptable to the Township, which names the Township as additional named insured and contains a Cross Liability Clause.

For functions, which will not include a liquor license, liability insurance coverage of at least \$1,000,000 is recommended. For functions, which will include a liquor licence, liability insurance coverage of at least \$2,000,000 is required and the certificate must include liability with respect to the Liquor License Act of Ontario.

### F. SOCAN

SOCAN (Society of Composers, Authors and Music Publishers of Canada) is a performing right society, which authorizes the public performance of musical compositions under the terms of the Copyright Act. In accordance with SOCAN Tariff No. 8, license fees must be tendered for events with live and/or recorded music including events such as assemblies, dances, receptions and parties.

All users of the Perth East Recreation Complex, that utilize music at their function, are required to pay the SOCAN Tariff.

### G. Fire Regulations

Halls, aisles, emergency exits and doorways must be kept clear of obstructions at all times in case of fire or panic.

It is illegal to allow over the maximum allowable number of persons into a facility at one time. It is the renter's responsibility to ensure the maximum is not exceeded during the event. The occupancy load is dependent on your set up, please confirm with the Manager.

Candles are permissible only if the flame is contained in a safe manner.

The roadway around the facility is an emergency route. Parking of vehicles in this area is prohibited.

### H. Use of Equipment

Stage pieces, tables and chairs are supplied and set up in accordance to the renter's set up requirements. Additional tables and chairs are available upon request to Township staff.

A projector screen, a television, a VCR, a DVD, and microphones are available to renters using the facility and must not be taken out of the building. All equipment must be reserved in advance.

Cost of repair or replacement of any item, due to loss or damage as a direct result of the use of such equipment, shall be paid for by the applicant.

### I. User of Kitchen / Bar

Kitchen and bar facilities are available for use. Weekend hall rental fees include the use of these facilities. Additional fee is required during the week. Please see the attached list of kitchen items available. The following items are not available: tea towels, washcloths, table cloths, and vases.



## Perth East Recreation Complex RENTAL POLICIES

### J. Decorating Rules

Nails, screw, bolts or any similar fastening must not be used to affix scenery or decoration to wall, floor or ceilings. Duct tape is not permitted. The applicant, or their agent, at the completion of the function must remove any decorating undertaken by the renter, unless prior arrangements have been made with the Manager.

Confetti or confetti-like products must not be used within the building. A \$50.00 charge will be forwarded to the renter, if confetti is used in the facility.

### K. Clean Up Requirements

To ensure a safe environment for all patrons, any spills or dangerous situations are to be reported the Township staff immediately.

The applicant shall be responsible for clean-up of the facility at the conclusion of the event, this includes; clearing and washing off the table tops and chairs, cleaning up loose refuse, wiping up all spillage on the floor, cleaning the kitchen and bar counter tops, washing all used dishes and utensils in the dishwasher.

An additional charge will be applied to the applicant if the facility requires extra cleaning at a cost of \$25 per hour, per staff.

### L. Recycling

The Township encourages all users to recycle when possible and to limit the use of styrofoam. Recycling containers are provided; additional containers are available upon request. Cardboard boxes are to be broken down and piled.

### M. Security Requirements

The applicant must control the access at the front door until the event has concluded and the premise is vacated.

Trained Security is mandatory for Buck and Does and dances or any other event as deemed necessary by the Manager. A minimum of two (2) trained security personnel or police officers will be hired by the Township. The applicant will be charged accordingly.

### N. Alcohol Licence Requirements – also refer to the Municipal Alcohol Policy

The following are the regulations of licenced events under the Alcohol and Gaming Commission of Ontario

1. The applicant agrees to only allow patrons that are 19 years of age or older unless permission is granted by the Manager. Anyone who appears to be under the age of 25 will be required to show one or more government issued documents with a photograph as identification before they are allowed entrance to the event.
2. The Township will provide the required number of trained bar staff.
3. The applicant will be responsible to ensure that there is an adequate supply of food as specified by the Liquor Licence Act of Ontario.
4. The Township will provide bar supplies (cups, ice) and mix (pop, juice, water).
5. Shooters of any kind, including Jello, are prohibited.
6. Raffle off liquor is prohibited by law.
7. Games that encourage drinking are prohibited by law.
8. Evidence of alcoholic beverages must be cleared from hall one-half hour after the bar closes.
9. The Township reserves the right to close the bar if disorderly conduct warrants it, or if the applicant is in any contraventions of any regulations set by the Complex or the Liquor Licence Act of Ontario.



## Perth East Recreation Complex RENTAL POLICIES

**O. Profit Share Program**

The Perth East Recreation Complex is fully licensed under the Alcohol and Gaming Commission of Ontario (AGCO). If the applicant chooses to have the event licensed, the Complex can provide the entire bar requirements. In turn, the applicant will receive 20 % of bar profits.

**P. Special Occasions Permit**

Should the applicant choose to license their event through a Special Occasions Permit (SOP), the following conditions apply to the renter:

1. The applicant/licence holder must obtain the SOP from the Alcohol and Gaming Commission (AGCO) at the LCBO located at 69 Main St S, Milverton.
2. The applicant/licence holder must understand the responsibilities of a licence holder as per the Liquor Licence Act of Ontario.
3. The applicant/licence holder must purchase the required liability insurance.
4. Bar mix (juice, pop & water) and supplies (ice, cups) will be provided by the Township and will be charged to the renter.
5. The applicant must purchase and deliver alcohol and clear out of facility at the end of the event.
6. Bar staff will be provided by the Township and will be charged to the applicant.
7. Ticket sellers provided by the applicant, must be Smart Serve certified and will not be under the influence of alcohol while selling tickets.
8. The licence holder must not drink alcohol during the event and must be present and in control of the event throughout the duration of the license period.
9. A copy of the SOP must be displayed in the bar area during the event.

**Q. Other**

The Township will not be responsible for any personal injury or damage, or for any loss or theft of clothing or equipment or supplies of anyone attending the facility on the invitation of the applicant. This disclaimer also applies to the parking lot.