

Township of Wainfleet
Firefighters Memorial Community Hall
Located at: 31907 Park Street, Wainfleet, ON L0S 1V0

RENTAL AGREEMENT

THIS AGREEMENT MADE IN DUPLICATE THIS _____ DAY OF _____ 20__.

BETWEEN

Name _____

Address _____

Postal Code _____ Phone Number _____

E-mail Address _____

AND

THE CORPORATION OF THE TOWNSHIP OF WAINFLEET

I/We hereby agree to the following terms and conditions respecting the rental of the Wainfleet Firefighters Memorial Community Hall on the _____ day of _____, 20__ from _____ (time) until _____ (time) including set-up and take down for the purpose of:

(Name of Event)

TERMS AND CONDITIONS

1. **Reservation Policy**

Events at the Wainfleet Firefighters Memorial Community Hall are booked on a first come first serve basis up to a maximum of 12 months in advance (e.g. an event on May 1st, 2015 can be booked no earlier than May 1st, 2014). Should you wish to reserve the facility for your annual event, please provide the necessary rental & damage deposit cheques and rental agreement as early as possible to secure the facility for your event. The Township accepts post-dated cheques (dated 1 week prior to rental) to secure the rental.

2. **Cancellation / Refund Policy**

Full 100% refund shall be issued when the rental is cancelled prior to a minimum of 30 days of event, 50% of refund shall be issued when rental is cancelled within 15-29 days of event, no refund shall be issued when rental is cancelled 14 days or less prior to the event. Full 100% of damage deposit will be refunded if event is cancelled prior to the scheduled date.

3. A deposit, called a damage deposit, is to be paid to the Township of Wainfleet in the amount of **\$200.00**. I/We understand that this damage deposit will be refunded after the hall has been inspected by the caretaker and certified that it has been left in good and sound condition and that no damage has been sustained to the hall, the furniture or any other appurtenance therein. **DAMAGE DEPOSIT WILL BE FOREFEITED IF ANY OF THE TERMS AND CONDITIONS AS SET OUT HEREIN ARE NOT FOLLOWED OR IF DAMAGE IS SUSTAINED.** In the event there is damage, of which the cost of repair exceeds the damage deposit as set out herein, you agree to fully reimburse the Township of Wainfleet for the full cost of repair and/or replacement. If no damage is incurred, the Township will return the damage deposit within 10 days of rental.

4. **NO** large equipment which may cause damage to the floor is to be placed in the hall without the prior written approval of the Township of Wainfleet. All approved equipment must be removed from the facility at the end of the function.

5. The Hall must be returned to the **ORIGINAL STATE** you received it in. The renter must ensure the hall is in good standing condition which entails everything is cleaned and in working order. This includes and is not limited to; washrooms, kitchen area (permitted it was used), garbage and recycling, tables and chairs. The floors should be swept and mopped. All spills on the floor, counters and tables etc. must be cleaned and wiped up. All garbage must be placed in the bins provided. We recycle and require you to separate the cans, bottles and cardboard. Please place in the bins provided – the receptacles are located outside. All hall furniture is to be returned to their original position, i.e., tables stacked, chairs are to be placed in the same location and condition as found. Set up of tables and chairs prior to the event are the responsibility of the renter.

6. Absolutely **NO** smoking is allowed on the property in accordance with the Region of Niagara's smoking by-law.

7. **NO** scotch tape, thumbtacks, pins, masking tape, staples or anything else is to be attached or fastened to tables, chairs, walls, woodwork or doors of this facility on the interior or exterior.

8. **Serving of Alcohol:**

- (a) The Wainfleet Firefighters Association is the only group authorized to serve alcohol beverages in this facility and any person or group wishing to rent facility for any reason must plan with the Association to provide Bartenders with Smart Cards, Soft Drinks, Drink Glasses and other mix. See contact names below.
- (b) The Fee for this service will be calculated by the Wainfleet Firefighters Association and will be paid to them by way of a cheque or cash at the beginning of the event (*the Renter is responsible to obtain appropriate Liquor Licence from the Liquor Licence Board of Ontario*).

9. **Kitchen Facilities:**

Please check off the use of **all** kitchen related items shown below for your event:

Stoves	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Dishes	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Pots/Pans	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Refrigerator	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Cutlery	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Coffee Pots	Yes <input type="checkbox"/>	No <input type="checkbox"/>

- 10. Should information be obtained prior to an event that may implicate the Township in any illegal activity on hall premises, the Rental will be cancelled and the deposit will not be returned.
- 11. The Permit Holder understands and agrees that the Township shall not be liable for any losses or damages incurred by any person using the Facility for the Event, including sickness or death that occurs as a result of the COVID-19 Pandemic and the Permit Holder agrees to release the Township from any liability in connection therewith and further agrees to indemnify and hold harmless the Township from any claim that may be made by anyone using the Facility for the Event, against the Township in connection therewith.
- 12. The Township of Wainfleet reserves the right to cancel the event subject to the provision of the cancellation/ refund policy
- 13. Should the renter wish to access the hall one day prior to the event for decorating and/or one day after for clean-up, the renter may do so providing a rental agreement is completed and the rental fee is paid and user insurance fee is paid or provided to the Township of Wainfleet to secure this additional booking.
- 14. If you have your own 2-million-dollar public liability insurance policy, a copy of this policy is required indicating “The Township of Wainfleet” as an additional insured party for this event. Alternatively, insurance may be purchased through the Township’s insurance provider. Special Occasion Permit must be issued to the individual obtaining the insurance coverage and rental agreement.

Number of People attending this Event: _____ **Will there be alcohol at this Event:** Yes ___ No ___

If alcohol will be served or sold at this Event, please forward a copy of the Special Occasion Permit to the Township of Wainfleet, Operation’s Department A.S.A.P. _____ (please initial). For further information, review the Alcohol and Gaming Commission of Ontario permit requirements. Failure to obtain permit will result in privileges being suspended.

- 15. Please be advised, the Canadian Flag and British Flag which are hanging up in the Firefighters Memorial Community Hall will not be handled.

I/We the undersigned, agree to pay the sum of \$ _____ **Rental** + \$ _____ **H.S.T.** = \$ _____
(“Total Number of Hours” for “Hourly Rental Rate” only: _____)

I/We the undersigned, agree to pay the sum of \$200.00 for **Damage Deposit** = **\$200.00**

I/We the undersigned, agree that in the event there is damage of which the cost of repair exceeds \$200.00, (damage deposit) to fully reimburse the Township of Wainfleet for the full cost of such repair.

Please address all correspondence related to this rental to:
Township of Wainfleet, Operation’s Department, 31940 Highway #3, P.O. Box 40, Wainfleet, ON L0S 1V0.

Public Liability Insurance Policy for your function must be purchased or provided to Township staff prior to the event. If you have your own 2-million-dollar public liability insurance policy, a copy of this policy is required indicating “The Township of Wainfleet” as an additional insured party for this event. Alternatively, insurance may be purchased through the Township’s insurance provider. Contact Operations Secretary @ 905-899-3022 ext 235

Signature of Hall Renter

Signature on behalf of the Township of Wainfleet

Firefighters Community Hall Co-ordinator – Contact
Chris Herbert: herbsc3@yahoo.com 905-733-8252

Firefighters Association President – Contact
James Graef: jim.graef@hotmail.com 905-966-0687

Firefighters Bar Chair – Contact
Dawson Ethier: ethierd@hotmail.com