

Mount Pleasant Community Centre

The following are the Terms and Conditions for renting the Mount Pleasant Community Centre. **Please review and check the box to the right of each paragraph indicating that you have read each section.**

The Mount Pleasant Community Centre is managed by the Mount Pleasant Optimist Club and is the "Lessor". The renter of the Mount Pleasant Community Centre is the "Lessee". The Lessee shall sign (where indicated on the Rental Agreement) that they have read, understand, accept and will adhere to the Mount Pleasant Community Centre Rental Terms and Conditions. Including but not limited to: The County of Brant's "Municipal Alcohol Management Policy." The Lessee signing the Agreement on behalf of an organization, if the said organization is unincorporated, shall be personally, jointly and severally liable for all obligations, covenants, promises, liabilities and expenses assumed by the organization under this Agreement. Initial _____

GENERAL: The Lessor reserves the right and authority to i) enforce any conditions of the Rental Agreement and any/all applicable schedules ii) Have an agent or employee of the Lessor present in the facility at any time during the Lessee's scheduled period of use iii) Refuse admittance to and or remove any persons as the Lessor may deem objectionable from the facility. The maximum hall capacity is 200. Overcapacity will result in the loss of the security/cleaning bond and termination of the event. Any alteration to the hall in any shape or form must receive prior approval by the Lessor. The use of candles requires prior approval by the Lessor. **Confetti is not allowed in the hall.** The use of confetti will result in loss of the security/cleaning bond. **Helium balloons are not allowed in the hall due to the damage they may have on ceiling fans.** All other balloons must be removed from the hall at the conclusion of the event. Failure to remove balloons will result in loss of the security/cleaning bond. **Tables and chairs must be returned to their storage location** and stored in the manner posted. Any tables or chairs brought into the main hall from other areas of the hall must be returned to their original location. Washrooms are stocked with appropriate supplies. Additional supplies are stored in the men's bathroom, the custodian room and/or in the bar cupboard. Restricted Parking Areas are indicated and limited to use by authorized vehicles only. Any unauthorized vehicles parked in the restricted area can and will be towed away at the owner's expense. The Lessee is responsible to inform event attendees of this restriction.

ACCESSING AND EXITING THE COMMUNITY CENTRE: The Lessor will communicate to the Lessee the arrangements for access to the community centre at the agreed-upon time. It is the Lessee's responsibility to ensure that the community centre is secure upon completion of the event. Exit the Community Centre through the front door only, ensuring the door locks behind you. All doors must be locked. Replace the keys in the lockbox located on the front door handle. **When you leave, please make sure you scramble the numeric code on the lockbox.**

RATES AND FEES: The Mount Pleasant Optimist's web page <http://www.mountpleasantoptimist.org> outlines the current rate & fee structure. Bookings made in the next calendar year are quoted in the current rates and fees and are subject to the rates and fees of the year in which the rental(s) take place.

FEES PAYABLE: The Lessee shall pay the **non-refundable deposit of \$75** to the Lessor by the date specified in the Rental Agreement. The remainder of the amount owing under the Rental Agreement is **due no later than 30 days prior to the event**

CANCELLATION: The Lessee is entitled to cancel the Rental Agreement, by written notice, within 30 days of the date of the event.

FACILITY AVAILABILITY: The Lessor shall not be liable for the non-availability of the facility as a result of any strike, utility failure or act of God.

KITCHEN FACILITIES: The Mount Pleasant Community Centre kitchen, is an inspected kitchen. Inspections are done according to and by the County of Brant Public Health Unit. The kitchen and any available equipment are available for use by the Lessee. The kitchen has very limited equipment. The Lessee must wash, dry and properly return any used items. NOTE: the carafe marked "Hot Water" may only be used for HOT WATER. The Lessor will provide instructions on the use of the stove

CLEAN FACILITY: The Lessee shall leave the facility clean and tidy. You will be given a cleaning checklist outlining the activities to clean the facility after your event. Please fill out, sign and leave the checklist on the kitchen island after your event.

SUPERVISION/SECURITY: The Lessee shall provide, at their own expense, adequate supervision and security to prevent any loss, damage or injury to the facility, to any property of the Lessor or to any person attending the event or attending the facility during the time agreed upon for the Lessee to have possession of the facility (or while in possession of the facility if such possession occurs outside the scheduled period of use).

FACILITY INDEMNIFICATION: The Lessee agrees to indemnify and save harmless the Lessor, its agents and employees for any and all loss, damage or injury caused to the facility (save for loss, damage or injury wholly caused by the act or neglect of the Lessor, its agents and employees) at any time during the scheduled period of use (or while in possession of the facility if such possession extends beyond the scheduled period of use).

PERSON AND PROPERTY INDEMNIFICATION: The Lessee agrees to indemnify and save harmless the Optimist, its agents and employees for any liability arising from any loss, damage or injury (save for loss, damage or injury wholly caused by the act or neglect of the Optimist, its agents and employees) caused to the person or property of any person attending at, or participating in any event sponsored or conducted by the Lessee at the facility during the scheduled period of use (or while in possession of the facility if such possession extends beyond the scheduled period of use).

COMPLY WITH LAWS: The Lessee shall comply with and abide by all bylaws of the County of Brant and all relevant laws of the Province of Ontario and the Dominion of Canada.

ALCOHOL MANAGEMENT: The Lessee shall sign where indicated on the Rental Agreement that they have read, understand, accept and will adhere to the County of Brant's "Municipal Alcohol Management Policy" <http://www.brant.ca/en/discover-brant/rental-forms-and-agreements.asp> The Lessee is required under the above Policy to obtain a Liquor Control Board of Ontario (LCBO) special occasion permit. **The Lessee is responsible for ensuring that this permit, along with the alcohol receipts, is posted in the bar at the Mount Pleasant Community Centre.** The Lessee must ensure that this is done before Alcohol is served. The Lessee must obtain the required insurance at their cost from the Lessor-approved insurance provider: PAL Insurance Brokers Canada Ltd. www.palcanada.com. The Lessee must be named on the LCBO-issued Special Occasion Permit and the applicable insurance. Lessee is required to carry a minimum of two million dollars (\$2,000,000) in liability insurance. The required insurance policy must state that "The Optimists of Mt. Pleasant & The County of Brant are named insured "in respect of the event to be held at Mount Pleasant Community Centre.

BARTENDING SERVICES: All bartenders must be "Smart Serve" certified bartenders and will not open the bar until the LCBO issued Special Occasion Permit, and copies of alcohol receipts have been posted. The Lessee is responsible for ensuring that all Alcohol requiring refrigeration has been stocked in the fridge before the arrival of the bartenders. The bartenders will arrive ½ hour before the bar opens and remain ½ hour after the bar is closed. At the close of the event, the Lessee must remove all Alcohol in the presence of the bartenders. The Lessee is responsible for the selling of alcohol tickets. Bartenders do not handle cash. Bottles of beer or other alcoholic beverages are not to leave the bar area. The Lessee is responsible for the provision of non-breakable drinking glasses. Table wine is not the responsibility of the bartenders. The Lessee must set and remove all wine bottles from tables in accordance with the County of Brant Municipal Alcohol Management Policy. Bartenders will serve wine behind the bar. Bartenders do not mix drinks. The Lessee must arrange the set up of space and supplies required for mixed drinks. Clean-up of spills is the responsibility of the Lessee. Supplies are in the men's bathroom and the custodian's room. Plan ahead and have the mop and bucket ready for use and stored in the kitchen area. Once the bar is opened, only the appointed bartenders are allowed behind the bar.

INSURANCE: The Lessee shall provide the Lessor the applicable insurance as stated by the Lessor and as required by the Lessor. The Lessee shall comply with and abide by all applicable insurance requirements.

DEFAULT: If the Lessee is in breach of the performance of, or compliance with any term, condition, or obligation on its part to be observed or performed according to these Terms and Conditions, the Lessor requires that the default be remedied within ten days of receipt of written notice of default from the Lessor. If such remediation has not occurred within the

specified time frame, the Lessor may, in addition to any remedies otherwise available, immediately terminate the Agreement by written notice.

NO SMOKING: The Mount Pleasant Community Centre is a County of Brant facility and therefore deemed a "public place" as defined under the County of Brant Clean Air Bylaw and is, therefore, smoke-free.

ASSIGNMENT: The Lessee shall not assign the Rental Agreement or any part of it without the written permission of the Lessor, and any assignment made without the Lessor's permission is null and void.

AMENDMENTS: The Rental Agreement may be amended by the mutual consent of the Lessee and Lessor. The amendment shall be in writing and signed by both the Lessee and the Lessor.

FREEDOM OF INFORMATION: This Agreement and all schedules and attachments are subject to the applicable access to information legislation. Any information collected by the Lessor pursuant to this Agreement is subject to the rights and safeguards provided for in the Municipal Freedom of Information and Protection of Privacy Act.

SCHEDULES: The Lessee agrees that where any schedules are attached to this Agreement, the Lessee shall comply with and abide by the contents of such schedules as if they were part of the Agreement, and if the contents of the schedules conflict with the contents of this Agreement, the schedules shall govern.

RENTAL AGREEMENT

The following information is required to rent the Mount Pleasant Community Centre. Please fill in the form below, and send a copy to mountpleasantoptimist@gmail.com

Date you wish to book the Community Centre:

Name:

Address:

Phone Number:

Email Address:

Size of the event (Small < 100 ppl; Large > 100 ppl):

Book for the entire day (Y/N):

If you are booking it hourly, please indicate start time and end time (minimum of 3-hour rental):

Total number of hours you are renting the community centre for:

Are you having Alcohol served at your event (Y/N):

If yes, when are you opening the bar?

Do you need Mount Pleasant Optimists to supply Bartenders (Y/N):

If YES, Optimists can provide bartenders (\$150/bartender/event). For large events (> 100 people), you will require two (2) bartenders. For small events (< 100 people) you require one bartender.

If NO, your servers MUST have Smart Serve, and a **copy of their certificates must be submitted three weeks prior to the event.**

Note that the bar will not open until the **LCBO-issued Special Occasion Permit** and copies of alcohol receipts have been posted in the bar area of the community centre.

I have read, understand and accept and will adhere to the Mount Pleasant Community Centre Rental Terms and Conditions, including and not limited to the County of Brant Municipal Alcohol Management Policy.

Name (print):

Date:

Signature: