



Town of Parry Sound

Facility Rental Agreement Terms and Conditions

Note: There may be special circumstances or conditions under which additional terms and conditions may be required to support the use of Municipal Facilities. The Town of Parry Sound reserves the right to assess facility requests and make amendments as necessary.

Facility Rental Agreement

1. To rent a municipal facility, you must be eighteen (18) years of age or older.
2. The Lessee shall indemnify and hold harmless the Corporation of the Town of Parry Sound and any of its officers, members of municipal council, employees, servants, agents, contractors, and volunteers from and against all claims, demands, loss, costs, damages, actions, liability or expenses arising out of the use and/or occupation of the property belonging to the Town by the user group and any of its officers, members of municipal council, employees, servants, agents, contractors, and volunteers, except to the extent that such loss arises from the independent negligence of the Town.
3. It is the Lessee's responsibility to notify his/her group of the rental terms and conditions.
4. The Corporation of the Town of Parry Sound reserves the right to cancel this agreement at any time.

Payment

5. The Lessee must sign a rental agreement and make a down payment of 25% of the rental fee before any facility can be reserved or rented. The 25% down payment must be received within five (5) business days of the Lessee's receipt of the rental agreement, otherwise the rental will be cancelled and the date will be released.
6. The remaining 75% of the rental fee is due no less than five (5) business days prior to the event date.
7. For *Monthly Users*, a down payment of 10% is required at the time of booking. The remaining 90% of rental fees are to be invoiced to the lessee each month in accordance with rental dates.

Cancellations

8. In the event of a cancellation, the Lessee must provide written notice to the Community Recreation Programs Coordinator no less than five (5) business days prior to the event date. No credit or refunds will apply to any cancellation within five (5) business days of the event date.

9. Any request to reschedule a facility rental for another date must be submitted in writing to the Community Recreation Programs Coordinator no less than five (5) business days prior to the originally scheduled event date. Rescheduling of events will be accommodated based on facility availability at no extra charge, however requests to reschedule facility bookings made within five (5) business days of the original event date will be considered a cancellation, and no credit or refund will apply.

10. Inclement weather or other unforeseen circumstances may force Town Staff to close the Bobby Orr Community Centre to the public. In the event a facility closure prohibits a scheduled booking from taking place, the Lessee may reschedule the same event at no extra charge, pending facility availability. When an event cannot be rescheduled, a credit will be applied to the Lessee's next rental where applicable, or a full refund will be provided.

11. The Town of Parry Sound is not responsible for cancellations as a result of an Act of Nature (ex. bad weather); however, it will attempt to reschedule the event according to facility availability and without penalty if the Lessee so desires.

Insurance

12. Except where provided in *paragraph 20* of this document, the Lessee shall carry Insurance on an occurrence basis in the amount of no less than two million dollars (\$2,000,000) per occurrence and shall name "The Town of Parry Sound" as additional insured with a cross liability clause. Proof of this insurance is required with final payment of rental.

13. The Town of Parry Sound holds a corporate insurance policy for municipal facilities and may extend this coverage to private Lessees for an additional fee. Please contact the Town for more information.

Facility Conditions and Damage

14. All facilities must be left in the same condition as prior to the event. Clean up is the responsibility of the Lessee.

15. Confetti and/or glitter are not permitted on the grounds or in the facilities.

16. The Lessee may be subject to additional charges should the facility or equipment be damaged in any way and/or additional clean-up required as a result of the rental. The Lessee shall be responsible for all related charges including a \$50 (plus applicable

taxes) administration fee. Charges may include but are not limited to staff time required to return the facility to its original state.

Alcohol Service

17. The Lessee must adhere to all components of the *Municipal Alcohol Policy*.

18. A *Special Occasions Permit* must be obtained if alcoholic beverages are to be served at any event held in a public facility. It is the responsibility of the Lessee to obtain this permit. A copy of the Special Occasions Permit shall be provided to the Town with final payment of rental.

19. Alcohol is not permitted in any area of the main floor of the Bobby Orr Community Centre, including stands and dressing rooms.

20. For all events involving alcohol service under a *Special Occasions Permit*, the Lessee shall carry Party Alcohol Liability Insurance on an occurrence basis in the amount of no less than five million dollars (\$5,000,000) per occurrence and shall name "The Town of Parry Sound" as additional insured with a cross liability clause. Proof of this insurance is required with final payment of rental.

21. For private rentals, insurance may be available for purchase through the Town. Please contact the Town for more information.

22. The Lessee is responsible for providing trained servers as bartenders for alcohol related events and shall provide the name of the bartender(s) as well as proof of certification with final payment of rental.

23. The Lessee must supply own liquor supplies and hire own bartenders. All liquor, beer, and wine must be removed from the facility immediately after the event.

Note: Under Ontario Regulation 364/20, under the Reopening Ontario (A flexible Response to COVID-19), Act, 2020, alcohol service is restricted in an effort to reduce the risk of virus transmission. O. Reg 364/20 provisions supersede these terms and conditions and where contradiction occurs, O. Reg 364/20 will govern the Lessee.

Food Service

24. Any function that involves preparing and/or providing food and/or beverages to the obtain North Bay Parry Sound District Health Unit approval and must adhere to all Health Unit requirements with respect to but not limited to food preparation, public, regardless of whether or not it is free or a fee charged, the Lessee is responsible to storage and handling.

Note: Under Ontario Regulation 364/20, under the Reopening Ontario (A flexible Response to COVID-19), Act, 2020, food service and preparation is restricted in an effort to reduce the risk of virus transmission. O. Reg 364/20 provisions

supersede these terms and conditions and where contradiction occurs, O. Reg 364/20 will govern the Lessee.

Facility Rules

25. For rental of the Bobby Orr Community Centre:

- a) No equipment is to be removed from the premises (Cutlery, dishes, etc.).
- b) A requested room setup of tables and chairs is to be submitted by the Lessee to the Manager of Parks and Recreation no later than 48 hours prior to the time of the room booking. Setup of tables and chairs will be the responsibility of Town staff.
- c) Chairs and tables are not to be put away. Town staff will put away chairs and tables after the event. Chairs are not to be removed from the hall for use on the arena ice surface. If additional chairs or tables are required, it is the responsibility of the Lessee to supply them.
- d) The following time schedule shall be used for closing:
 - o **12:30 AM** – Ticket sales at bar to cease
 - o **1:00 AM** – Bar area closed
 - o **1:30 AM** – Guests must leave
 - o **2:00 AM** – Premises are to be vacated; all evidence of alcohol consumption removed.
 - o For additional time, an extra charge of \$10.00 plus HST per quarter hour will be charged.
- e) Nails, screws, bolts, tape, stick tack or any similar fastenings must not be used to affix decorations to the walls, floors, or ceiling.
- f) Candles and open flames are prohibited.
- g) Whereas under the *Smoke Free Ontario Act, 2017*, the Bobby Orr Community Centre is a designated community recreational facility, absolutely no smoking or vaping is permitted within 20 metres of its grounds.
- h) Use of external kitchen equipment such as but not limited to electric frying pans, kettles, deep fryers, etc. are not permitted.
- i) The Lessee must adhere to limitations of facility capacities (Auditorium Capacity 350 people; Combined Meeting Room Capacity 150; Private Meeting Room 50 Capacity; Entire Facility 1195 Capacity).

Note: Under Ontario Regulation 364/20, under the Reopening Ontario (A flexible Response to COVID-19), Act, 2020, gathering limits are restricted

and may be less than the numbers provided above. The Town of Parry Sound is obligated to impose the gathering limits as legislated by the Province of Ontario at the time of the contracted room rental.

j) The Lessee is to provide all of the following which may be considered necessary for the event: plastic liquor cups, plastic beer cups, plastic wine glasses, cash box, napkins, paper plates, sugar, stir sticks, milk, tea, coffee, plastic wrap, tinfoil, etc.

Lottery and Gambling

26. No lottery schemes or gambling activity is permitted on the premises without a lottery license as provided in Section 206 and 207 of the Criminal Code of Canada. This includes but is not limited to: Casino type events such as roulette wheels, wheels of fortune, etc., as well as raffles, Nevadas (Break Open Tickets), or Bingo type events. Please contact the municipal lottery licensing authority at (705) 746-2101 for further information or visit www.agco.on.ca.

Parking

27. Overnight parking is not permitted at the Bobby Orr Community Centre, except in areas designated by signage.

28. For parking regulations in the downtown and at the Bobby Orr Community Centre, please see the map attached to this document as *Figure 1*.

Failure to comply with the above Terms and Conditions may result in the cancellation of this agreement.

Definitions

Town – Refers to the Corporation of the Town of Parry Sound

Lessee – The individual (who may be representing a group or organization) who wishes to enter into an agreement with the Town of Parry Sound pertaining to a facility rental.

Monthly User – A lessee who books multiple dates at one time for an event that recurs more than once over the span of several months.

Municipal Alcohol Policy – A policy which manages the use of alcohol in all facilities owned and operated by the municipality in a manner that ensures the health and safety of all participants and the protection of facilities. If you have not received a copy of this policy, please contact the Recreation Programs Coordinator.

Special Occasions Permit – A permit that allows for the sale and service of alcohol on special occasions, such as cash bars at weddings or private receptions, as well as larger scale events that are open to the public, such as charity fundraisers. This is required any time alcohol is offered for sale or served anywhere other than in a licensed establishment

(such as a bar or restaurant) or a private place (such as a private office or home). Permits are available for purchase at the LCBO.

Figure 1: Downtown Parry Sound Parking Map

*Accessible format available upon request

WELCOME TO DOWNTOWN PARRY SOUND

