

Municipality of
BAYHAM

A: P.O. Box 160, 56169 Heritage Line
Straffordville, ON N0J 1Y0
T: 519-866-5521
F: 519-866-3884
E: bayham@bayham.on.ca
W: www.bayham.on.ca



FACILITY RENTAL CONTRACT

FACILITY: _____

BETWEEN THE CORPORATION OF THE MUNICIPALITY OF BAYHAM AND APPLICANT

(ORGANIZATION, GROUP OR INDIVIDUAL)

(CONTACT NAME)

(MAILING ADDRESS)

(PHONE NO.)

(EMAIL)

NATURE OF FUNCTION: _____

DATE OF FUNCTION: _____ HOURS OF FUNCTION: _____

FACILITIES (CIRCLE ALL THAT APPLY):

STRAFFORDVILLE COMMUNITY CENTRE			
	FEE	HST	TOTAL
Main Hall			
Monday - Thursday & Sunday	\$275.00	\$35.75	\$310.75
Friday & Saturday	\$330.00	\$42.90	\$372.90
Damage Deposit	\$320.00		\$320.00
Main Hall Meetings Up to 3 hours + \$30.00 for each additional hour	\$130.00	\$16.90	\$146.90
Trackless Lounge up to 3 hours + \$30.00 for each additional hour	\$75.00	\$9.75	\$84.75
Funerals	\$75.00	\$9.75	\$84.75
Pavilion	\$40.00	\$5.20	\$45.20
Ball Diamond	\$10.00	\$1.30	\$11.30
Refundable Key Deposit	\$20.00		\$20.00
VIENNA COMMUNITY CENTRE			
	FEE	HST	TOTAL
Entire Facility with Kitchen			
Monday - Thursday & Sunday	\$275.00	\$35.75	\$310.75
Friday & Saturday	\$330.00	\$42.90	\$372.90
Damage Deposit	\$320.00		\$320.00
Basement with Kitchen	\$140.00	\$18.20	\$158.20
Basement without Kitchen	\$90.00	\$11.70	\$101.70
Upstairs & Bar Area Only	\$200.00	\$26.00	\$226.00
Upstairs & Bar Area Only Meetings - up to 3 hours + \$30.00 for each additional hour	\$130.00	\$16.90	\$146.90
Funerals	\$75.00	\$9.75	\$84.75

TOTAL RENTAL FEE: _____

DAMAGE DEPOSIT: _____

EQUIPMENT REQUIRED: _____

COMMUNITY PARTNER REDUCTION: _____

SPECIAL CONDITIONS:

Upon signing, I hereby submit the non-refundable sum of \$ _____ with the Municipality, as a deposit against the rental of the said premises and the balance due of \$ _____ plus the Damage Deposit, (as applicable) of \$ _____, a minimum of two weeks prior to the function. Stacking Chairs for elevated seating is not permitted. Damage to chairs as a result of the same will be deducted from the Damage Deposit.

- i. I acknowledge that the damage deposit is refundable less any applicable damage costs.
- ii. I acknowledge any damage expenses beyond the damage deposit are payable to the Municipality. The applicant is responsible for all fire alarm response costs where the alarm is directly due to the activities or negligence of the renter and/or guests. The applicant agrees to compensate the Municipality of Bayham for any damage done to the bleachers, building, overhead lighting, equipment or property by any person or persons using the facilities pursuant to this agreement. The users will be responsible for cleanup of the aforementioned facilities following each use.
- iii. Is this an alcohol event? YES NO
- iv. I have read understand and will comply with the Municipality of Bayham Municipal Alcohol Policy. I agree that the provisions of the Liquor License Act of the Province of Ontario, and of any regulation made there under, as applicable, will not be contravened. Persons renting the premises must submit their alcohol application form to the store manager for the Liquor Control Board of Ontario no less than 10 days prior to the scheduled reception (weddings & social functions). Applications for fundraising or other events must be submitted not less than 30 days prior to the event. For further information please refer to the rules and regulations provided on the LCBO Special Occasion Permit Application.
- v. I have read and acknowledge the receipt of a copy of this Agreement and the Terms & Conditions of Use and Rates & Fees By-law stated and hereby agree to them and the costs associated with the rental of this facility.

SIGNATURE OF APPLICANT: _____ **DATE:** _____

SIGNATURE OF AUTHORITY – MUNICIPALITY OF BAYHAM _____

TERMS & CONDITIONS OF FACILITY USE

- 1.1 All persons or organizations using the facility must provide a 'certificate of insurance', prior to the use, in the minimum amount of two million dollars (\$2,000,000) coverage for the duration of the function. The 'certificate of insurance' naming the Municipality of Bayham as the certificate holder, must be presented to the Facility Manager a minimum of two (2) weeks prior to any event, whether alcohol is being served or not. The Rental Agreement, Special Occasion Permit, and certificate of insurance must be in the same name(s).
- 1.2 Conditions of the Municipal Alcohol Policy and the current Municipal Rates and Fees By-law will apply, as applicable. The facility shall not be used for a purpose for which it has not been approved by the Municipality of Bayham or its agent. The Applicant agrees to have the facility cleared of guests within one (1) hour after 'Hours of Function'. A \$50 per hour fee will be charged to the renter for failing to vacate as per contract. Any payment of event workers is the responsibility of the renter. Tapping to the walls and dragging items across the floor is strictly prohibited.
- 1.3 The Applicant agrees to hold and save harmless the Municipality of Bayham from any actions, claims or proceedings brought by any person or organization for injuries, damages, personal loss, or for any other reason, wherein the Claimant(s) allege such claims, actions or proceedings are the result of attendance at the facility and the function herein provided for.
- 1.4 The Applicant agrees to provide adequate security to maintain order and crowd control for the function and further agrees not to hold, sponsor or promote any function deemed to be publicly or morally offensive or that in any way would contravene any Statute, Law, or Regulation of the Government of Canada, the Province of Ontario or the Municipality of Bayham.
- 1.5 Open flame or decorative lighting devices are not advisable, however permitted, if securely supported in a non-combustible holder and located and protected so that combustible materials will not come into contact with or be ignited by the flame. Battery operated candles are suggested as an alternate choice for candles or sparklers. Smoke Machines are not permitted. All food service events shall have one (1) certified food handler onsite.
- 1.6 Written notice of cancellation must be given to the Facility Manager by the applicant a minimum of thirty (30) days prior to the date of rental, otherwise, the full charge shall apply.
- 1.7 The Municipality shall not be responsible for stolen, lost or damaged articles, or for personal injuries that the Applicant or member of the Applicant's organization, or a guest thereof, may sustain or suffer by reason of the use of the facility, equipment or parking area.
- 1.8 The Municipality of Bayham shall not be responsible for any inconvenience or cancellations caused by failure of electrical, sewer, water or other services at the facility. Should the closure of the facility become necessary and the event cancelled, the function may be re-booked (within a year) at the facility. The initial deposit will be credited to the re-scheduled booking and the balance due as per rental agreement requirements.
- 1.9 The Applicant is responsible for keys, access to keys and closing of facility. In the event of an issue or last minute cancellation please contact the Facility Manager, via the business card provided.