



**THE CORPORATION OF THE TOWNSHIP OF ATHENS**

**1 Main St. W., P.O. Box 189, Athens ON K0E 1B0**

**T: 613-924-2044**

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**FACILITY RENTAL AND HOLD HARMLESS AGREEMENT**

**Renter Name:** \_\_\_\_\_

**Phone number:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Date Reserved:** \_\_\_\_\_

**Type of Event:** \_\_\_\_\_

**Time from – to:** \_\_\_\_\_

**Anticipated Attendance:** \_\_\_\_\_

Facility to be Rented	Rate	Total Cost
Upstairs Hall/Joshua Bates Centre	\$25/hour	
Kitchen Required	\$10	
HST	13%	
Insurance (#10 below )		
PST on insurance cost	8%	
<b>TOTAL COST</b>		

**CONDITIONS OF RENTAL (Please read carefully before signing)**

THIS AGREEMENT dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

BETWEEN The Corporation of the Township of Athens (hereinafter referred to as the “Township”)

AND \_\_\_\_\_ (hereinafter referred to as the “Renter”)

AS REPRESENTED BY

\_\_\_\_\_

Representative Please Print

PURPOSE: To grant permission to use the municipally owned lands as described as above for the purpose of \_\_\_\_\_, subject to the Terms and Conditions of this Agreement contained herein and attached hereto all of which form part of this Agreement.

**AGREEMENT TERMS AND CONDITONS:**

- 1) The terms of this Agreement shall be in effect as above.
- 2) The Organization must maintain a policy of **Commercial General Liability Insurance**

Commercial General Liability Insurance satisfactory to the Owner and underwritten by an insurer licensed to conduct business in the Province of Ontario. The policy shall provide coverage for Bodily Injury, Property Damage and Personal Injury and shall include but not be limited to:

- a) A limit of liability of not less than \$2,000,000 per occurrence with an aggregate of not less than \$4,000,000.
  - b) Add the Corporation of the Township of Athens as an additional insured with respect to the operations of the Named Insured
  - c) The policy shall contain a provision for cross liability and severability of interest in respect of the Named Insured
  - d) Non-owned automobile coverage with a limit not less than \$2,000,000 and shall include contractual non-owned coverage (SEF 96)
  - e) Tenants' Legal Liability
  - f) Products and completed operations coverage
  - g) Broad Form Property Damage
  - h) Contractual Liability
  - i) Work performed on Behalf of the named insured by sub-contractors
  - j) The policy shall provide 30 days prior notice of cancellation
  - k) All risks property insurance, including sewer back-up damage, flood and earthquake in an amount equal to the full replacement cost of property of every description and kind owned by the renter or for which the renter is legally responsible, and which is located on or about the demised premises, including, without limitation, anything in the nature of a leasehold improvement
- 3) It is understood that the Township or its duly appointed representative shall maintain the right to rescind the use of the Joshua Bates Centre and terms of this agreement if there is reason to believe there is a non-compliance with this agreement and/or any Township bylaws and/or provincial regulations, or if the property is required for other purposes.
  - 4) The Renter understands that public access to the Joshua Bates Centre is for the enjoyment as permitted and facilitated.
  - 5) The Renter shall defend, indemnify and save harmless The Corporation of the Township of Athens, its elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the organization, its directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way related to the delivery or performance of this Contract. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Renter in accordance with this Contract, and shall survive this Contract.
  - 6) The Renter shall be responsible for developing and administering their own member agreement which must be signed by all individuals occupying the land for the purpose of their event. The member agreement shall include and adhere to the terms and conditions in this agreement.
  - 7) For all alcohol events the municipality requires the applicant to carry commercial general liability insurance in an amount not less than \$2,000,000.00. The renter's insurance shall be primary coverage and not additional to and shall not seek contribution from any other insurance policies available to the Municipality. A certificate of insurance evidencing coverage in force at least 10 days prior to contract commencement shall be provided **adding the Municipality as an additional insured** with respect to the operations of the named insured.
  - 8) The renter agrees not to consume alcoholic beverages on the premises unless in possession of a valid permit from AGCO, a copy of the permit must be provided to the municipality and visible prior to serving any liquor.

- 9) It is the renter's responsibility to supervise and police the function to avoid any infractions concerning the liquor laws of Ontario and all conditions of this rental contract. There must be no drinking outside the hall.
- 10) For a private event with no alcohol, the municipality is now providing low-cost liability insurance for low-risk (non-alcohol) events as part of the rental process based on the number of people attending, cost as follows:

<u># of participants</u>	<u>Hourly Rate</u>	<u>1 Day Flat Event</u>
1-50	\$3.00 + PST	\$25.00 + PST
51-100	\$4.00 + PST	\$50.00 + PST
101-200	\$6.00 + PST	\$75.00 + PST

- 11) Rentals are due in advance and if not paid by the date of use management has the right to refuse the renter access to the facility and any deposit shall be forfeited.
- 12) The municipality is not responsible for injuries to users of the facility and does not assume any responsibility for articles lost or stolen.
- 13) The renter agrees to leave furnishings in the same condition as at the time of rental.
- 14) The facility must be cleaned, garbage in bags (decorations down, garbage in bags and taken to the basement).
- 15) The municipality will not be responsible for damage, loss or theft of equipment or clothing of any applicant or anyone attending on the invitation of the applicant.
- 16) Facility permits are valid for location, date and time specified only and may not be changed or altered. All additions or changes must be approved by both parties.
- 17) The renter shall be responsible for the conduct and supervision of all persons attending this event and shall see that all regulations contained in this permit are strictly observed.
- 18) The renter shall pay for all damages to the property of the municipality arising from the use of the facility where the renter is deemed responsible.
- 19) All property of the renter brought into the municipality premises must be removed after the event time has expired unless special arrangements for storage are made with the municipality.
- 20) The municipality reserves the right to cancel this agreement should there be a breach of conditions or regulations or should the municipality be of the opinion that the premises are not being used for the purpose specified on the application.
- 21) The municipality must be notified at least 48 hours in advance of any cancellation. Refunds will not be made unless this notification is given.
- 22) At each event, the renter shall address ALL persons in the building with regard to the following fire regulations. IN CASE OF FIRE, SOUND THE NEAREST ALARM IF NOT ALREADY GOING, LEAVE THE BUILDING IMMEDIATELY, AND CLOSE THE DOORS BEHIND YOU. DO NOT ENTER THE BUILDING AGAIN! WAIT UNTIL THE FIRE DEPARTMENT GIVES FULL CLEARANCE TO ENTER THE BUILDING AGAIN.
- 23) The facility shall not be used for any purpose which has not been approved by the municipality and the renter is responsible for the strict adherence to the number of persons in attendance, pursuant to posted fire restrictions.
- 24) Children under the age of 12 are not permitted in the balcony area. No food or beverage is allowed in the balcony area at any time. Unless required as part of this agreement, no stage, dressing room or balcony admittance.
- 25) No confetti in any part of the building.
- 26) **SMOKING** is prohibited in any indoor space.
- 27) **NO pyrotechnics, candles, gas, helium, propane tanks.**
- 28) **During setup and takedown** absolutely no dragging tables and chairs across the floor. All tables are to be returned to the 'office' and all chairs are to be stacked on the dollies and returned to the back corner of the

main hall. At no time should the extra chairs be placed in a location which would obstruct people from exiting the building in case of an emergency.

29) Payments will be received at the Athens Municipal Office, and may be made in cash, MasterCard, Visa, Interac or cheque made payable to the "Township of Athens"

As a part of the consideration for the municipality renting the above facility to me/us, I, on behalf of myself the renting organization and its members agree to release and discharge, and to indemnify and save harmless, the municipality from and against all claims and proceedings, by whomsoever made or brought, in respect of any costs, losses, damages, injury or expense arising by reason of my/our use of the rented facilities.

**THE RENTER HEREBY AGREES TO RENT THE FACILITY AS INDICATED ABOVE FROM THE MUNICIPALITY ON THE DATE AND AT THE RATE AS SHOWN AND ACKNOWLEDGES THE ABOVE CONDITIONS.**

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**MUNICIPAL MANAGER/REPRESENTATIVE SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_