



THE CORPORATION OF THE TOWN OF SMOOTH ROCK

FALLS FACILITY USE PERMIT

This Facility Use Permit, is valid only when executed by the authorized representative (as stipulated herein) of the Corporation of the Town of Smooth Rock Falls (herein referred to as the "Town") and only for the times and dates, and for the purposes approved herein, and is strictly subject to the terms and conditions herein.

SECTION 1 – FACILITY USER INFORMATION

FACILITY BEING USED: (Herein referred to as the "Premises")

ORGANIZATION OR PERSON: (Herein referred to as the "Facility User")

FACILITY USER OR REPRESENTATIVE PERSONS FOR ORGANIZATION

- 1. (Print Name) (Signature) (Phone)
2. (Print Name) (Signature) (Phone)
3. (Print Name) (Signature) (Phone)

PURPOSE OF USE:

RENTAL DATE(S):

TIME(S):

SECTION 2 – SPECIAL OCCASION, LOTTERY, OR VENDORS PERMITS TO APPLY (Check if Applicable)

- ALCOHOL USE PERMIT ALSO REQUIRED AND ATTACHED
LLBO LICENCE AND PAL POLICY ALSO REQUIRED AND ATTACHED
LOTTERY PERMITS ALSO REQUIRED AND ATTACHED
VENDORS PERMIT ALSO REQUIRED AND ATTACHED

SECTION 3 – FEES AND CHARGES (Provided by the Corporation of the Town of Smooth Rock Falls)

RENTAL FEES – Prices include 13% HST
Rental Fee: \$
Deposit \$
Security Deposit \$
Additional Charges: \$

TOTAL FEES
Less Non-Refundable Deposit: \$
Balance Due: \$
Any balance left owing after 30 days will be charged 1.25% per month.

I, the "Facility User(s)", have read and fully understand all terms and conditions of this Rental Agreement.

LESSEE SIGNATURE

Date

LESSOR Representative
Smooth Rock Falls
Box 249, Smooth Rock Falls, ON P0L 2B0

Date

Please return copy signed with all requires deposits and proof of insurance
Cheque payable to the TOWN OF SMOOTH ROCK FALLS

## FACILITY USE PERMIT

### TERMS OF AGREEMENT

1. The “**Town**” reserves the right entirely, at its discretion, to accept or reject any application for the use of this facility.
2. The “**Facility User**” understands and agrees that the “**Town**” may revoke or cancel this agreement at any time with or without cause and that, in the event of such revocation of cancellation; there would be no claim or right to damages whatsoever. In such case, advance notice will be given if possible.
3. Cancellations caused by storms, flooding, power failure, mechanical failure, Act of God, business interruption or the need to use the facility for an Evacuation / Feeding / Reception / Volunteer Centre, will be considered unavoidable and groups will not be charged for the cancellation of such nature.
4. This agreement is non-transferable as there is not a provision to sublet the Facility.
5. Aisles and emergency exits must be kept free from obstruction at all times in case of a fire or panic.
6. Nails, wood, screws, bolts, duct tape, or any similar fastening must not be used to affix scenery or decorations to walls, floor or ceilings.
7. The “**Town**” will not be responsible for any personal injury or damage, or for any loss or theft of clothing or equipment or supplies of anyone attending the facility on the invitation of the applicant. This disclaimer also applies to the parking lot. The applicant agrees to indemnify the Corporation of the Town of Smooth Rock Falls from any action or claim brought against it as a result of the use for the facility by the user.
8. Contract must be filed and a minimum Deposit paid in advance of the date of the event, to confirm rental. The deposit will not be returned if “**Facility User**” cancels and/or changes date confirmed unless said date is rented by the “**Town**” to another party.
9. The “**Facility User**” agrees to control the access at the front door until the event has concluded and the premise is vacated.
10. The “**Facility User**” agrees to take full responsibility to have the proper liquor license if they want to allow patrons under the age of majority and to insure that anyone who appears to be under the age of 25 will be required to show one or more Government issued documents with a photograph as identification before they are allowed entrance to the event.

Permitted types of identification:

- A driver's license issued by the Province of Ontario with a photograph of the person to whom the license is issued.
  - A Canadian Passport
  - A Canadian citizenship card with a photograph of the person to whom the card was issued.
  - A Canadian Armed Forces identification card
  - A photo card issued by the board of the Alcohol and Gaming Commission of Ontario.
  - A photo card issued by the Liquor Control Board of Ontario
11. It is illegal to allow over the maximum allowable number of persons into a facility at one time. It is the “**Facility User's**” responsibility to ensure the maximum is not exceeded during the event. Staff, security and volunteers are included in the occupancy load.
  12. The “**Facility User**” is responsible to follow Resolution #2011-143 of the Corporation of the Town of Smooth Rock Falls which restrict the sale of energy drinks, Natural Health Products containing caffeine, sugar and other additives to adults only.
  13. An addition charge will be applied if the facility is left in disarray and requires extra cleaning. **The cost will be an additional \$100.00.**
  14. The “**Facility User**” is solely responsible to maintain a safe environment for themselves and all patrons. All spills or dangerous situations must be cleaned up by the “**Facility User**”. All dangerous activities or environment that cannot be handled by the “**Facility User**” must be reported to the “**Town**” and **Police**.
  15. All “**Facility users**” shall be responsible to uphold the Municipal Alcohol Policy as passed under By-Law # 96-12.
  16. Users of the arena ice surface shall vacate the premises within one hour after concluding their use of the ice surface.
  17. Any overtime hours incurred by Town employees as a result of “**Facility Users**” not vacating the premises in a timely fashion will result in additional charges which shall cover the cost incurred by the Town.

**All of the terms and conditions stated herein shall be binding upon the parties, their heirs, successors and assigns.**

### CONDITIONS OF AGREEMENT

#### HOLD HARMLESS

LICENSEE personally, and jointly and severally, agrees to indemnify and hold harmless the Corporation of the Town of Smooth Rock Falls from and against any and all loss, claims, actions, damages, liabilities, costs and expenses, including legal fees, in connection with loss of life, personal injury, damage to property or any other loss or injury whatsoever arising from or out of any occurrence in, upon or at the leased premises or the occupancy or use by the Licensee of the leased premises by the Licensee. If the Town shall, without fault on its part, be made a party to any litigation commenced by or against the Licensee, then the Licensee shall protect, indemnify and hold the Town harmless and shall pay all costs, expensed and reasonable legal fees incurred or paid by the Town in connection with such litigation. The Licensee shall also pay all costs, expensed and legal fees that may be incurred or paid by the Town in enforcing the terms covenants and conditions of this Agreement, unless the court of law shall decide otherwise.

The undersigned agrees to leave the property and its contents in the same condition in which it is rented and agrees to pay the cost of any damage to the facility or loss or damage to any equipment.

#### INSURANCE REQUIREMENT

The Corporation of the Town of Smooth Rock Falls may require the applicant to carry Comprehensive General Liability Insurance in an amount not less than Two Million Dollars. This insurance will be carried for the rental period and will have the Corporation of the Town of Smooth Rock Falls shown as an additional Insured to the policy. The applicant shall provide proof of liability in the form of a Certificate of Insurance using an insurer acceptable to the Corporation of the Town of Smooth Rock Falls and licensed to transact business in the Province of Ontario.



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