



Winchester Lions Club Inc.

Facility Rental or Usage Agreement, Terms and Conditions

These are the terms and conditions that all users, leaser or renters of the Winchester Lions Club Inc. facilities agree to abide with

Winchester Lions Club Facility Rental or Usage Agreement, Terms and Conditions



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Indemnification and Hold Harmless Clause

The User shall indemnify and hold harmless the Lions Club and any of its officers, employees, servants, agents, contractors, and volunteers from any and all loss, liability, claims or expenses arising out of the use and/or occupation of the property belonging to the Lions Club by the User group and any of its officers, employees, servants, agents, contractors, and volunteers, except to the extent that such loss arises from the independent negligence of the Lions Club.

Liability Insurance Clause

The User shall, without limiting its obligations or liabilities herein and at its own expense, provide and maintain General Liability Insurance with insurers licensed in Ontario and in forms and amounts acceptable to the Lions Club.

The General Liability Insurance shall have a limit of not less than One Million Dollars (\$1,000,000.00), inclusive per occurrence for bodily injury and property damage including loss of use thereof. Such insurance shall extend to cover the User, its officers, employees, servants, agents, contractors, and volunteers and shall include the Lions Club, its officers, employees, servants, agents, contractors and volunteers as additionally insured with respect to liability arising out of the use or occupation by the User of the property belonging to the Lions Club.

Certificate of Insurance Clause

When requested by the Lions Club, the User agrees to provide certified copies of required insurance policies.

NOTE: These certificates should be issued by the insurer or insurance broker of the User group and must contain the following information:

1. Name of the insurance company and the binder or policy number
2. Name and address of the Insured (User group)
3. Policy period (covering at least the period of the facility rental)
4. Description of coverage
5. Policy limits
6. Description of insured operation and location(s)
7. Signature of authorized representative and date

Waiver of Subrogation Clause

The User hereby agrees to waive all right of subrogation or recourse against the Lions Club with respect to the use or occupation by the User of the premises described in the license agreements.

Music

The User is solely responsible for obtaining copyright authorization/licenses to utilize copyrighted live or recorded music, dramatic or other works on campus. The User is solely responsible for paying any required copyright royalties to SOCAN or Re:Sound.

Payment and Deposit

A deposit is required at time of booking, the amount of which will be 50% of the agreed fee. The deposit will be credited against the final amount.

All fees including related taxes must be paid in full at the time of booking or **at least 30 days** prior to the facility usage. Payment by check or cash will be accepted.

If booking is made **less than 30 days** prior to the facility usage, payment in cash only will be accepted. Checks will only be accepted from established clients.

A damage deposit may be requested at the discretion of the Lions Club. User and the Lions Club will be required to complete a pre-and post-event site inspection. User will be reimbursed by the Lions Club within 30 days following the post-event site inspection

Cancellation Policy

In the event of cancellation, a written cancellation must be provided to Winchester Lions by email or in writing to the address on this Facility Rental Agreement and the following policy shall apply:

- If cancellation is received more than 30 days prior to the facility usage, the User will be reimbursed all fees with the exception of a \$10 administrative fee.
- If cancellation is received less than 30 days prior to the event, the User will be reimbursed 50% of the total rental fees.

The Lions Club reserves the right to cancel a booking or terminate this agreement where:

The Lions Club will not exercise its right to cancel a booking in an unreasonable manner and will provide as much notice to the User as possible. The Lions Club will cancel only if it is unable to hold up its obligations for reasons including but not limited to emergency conditions, strike and labor dispute or an official Lions Event under the authority of the President of the Lions Club. The Lions Club will endeavor to provide the User with an alternate facility. If the alternate facility is not suitable to the User, as much notice as possible will be given and the full fees will be reimbursed.

Where the Lions Club cancels a booking for any reason within this agreement, the User agrees that the Lions Club is not responsible or liable for any loss or damage suffered by the User.

Charitable Fund Raisers or Public Service Events

The Lions Club, upon application and at its discretion on a case by case basis, may waive all or portions of any fees and accept a donation where such event is considered in the interest of Lion Club purposes. Such application must be made in time for discussion and general vote at a regularly scheduled Lions Club meeting.

Facility Rental Terms and Conditions

As a User of space at the Lions Club, the User understands and agrees to be bound by the policies of the Lions Club and the following terms and conditions. The space will only be rented to an adult and the adult agrees to be present at all times during the event. The Lions Club will only deal with the designated adult User. The User agrees to the following:

That the use of the rented facility:

1. Does not conflict with the Lion Club's Mission and Values and is in accordance with the Lions Club policy on Facilities Use.
2. Does not cause interference with the orderly functioning of the Lions Club or infringe upon the rights or privileges of others; these rights include the right to peaceful pursuit of Lion's activities and to enjoy the rule of law.
3. Does not promote hatred or discrimination against, or expose to contempt, any person or group of persons as applicable under legislation or law.
4. Does not advertise, promote or operate programs or services that compete with Loins Club's programs and does not compete with Lions Club activities including commercial activities or those that otherwise conflict with current contracts or agreements.
5. Does not directly or indirectly contravene provisions of any law, statute, regulation, by-law, enactment, policy, or otherwise, of Canada, of the Province of Ontario the Township of North Dundas and of the Lions Club.
6. Will be used only for the activities for which they have been designated. Any boisterous or nuisance persons will be requested to leave the Lions Club. Any sound levels from musical instruments or recorded music will be kept to a reasonable level.
7. Use of confetti, glitter, sparkles or rice inside the Lions Club is prohibited.
8. Maximum Hall **Capacity** for events is 320 persons.

Kitchen

The User is responsible for general clean-up of the kitchen area and the cleaning of any dishes, pots, pans and utensils in accordance with the Canadian Food Retail and Food Services Code. The food inventory stored within the kitchen is for Lion Club catering purposes only. The User is responsible for the proper care of all equipment and dishes within the kitchen area. Additional costs may be added for missing or damaged articles.

Refrigeration/Food Safety

Refrigeration is not available. Food safety is the responsibility of the User.

Parking

Parking: The User is required to share parking with other Users of the building, there is no guaranteed or reserved parking. The Lions Club is not responsible for any loss, theft from or damage to any vehicles using the public parking. Parking in front of Doors, stairs and ramps is not permitted at any time.

Access

The User is responsible for setting up the space. The User may be granted access prior to the scheduled event at no extra charge if such access does not interfere with any other User. The User agrees that use of the Hall beyond the period stated on the application (i.e. next morning clean up) may result in an additional charge to the User.

Signage and Décor

That décor or signage must be temporary in nature and shall not be affixed to Lions Club property with nails, screws, glue or staple guns and all décor and signage will be removed directly following the event. Only "Painter's" type tape that leaves no residue may be used. The User shall not suspend items from the ceiling, including piñatas. Only free standing or table top decorations may be used. The User shall remove all decorations, signs and adhesives at the end of the event.

Smoking

Smoking is prohibited in Lions Club facilities and is only allowed in designated smoking areas.

Life Safety Systems

Life safety systems, such as smoke detectors and fire extinguishers shall not be tampered with.

Alcohol

User may request the Lions Club provide bar service at no cost. On such occasions, only alcohol purchased from the Lions Club may be consumed in the facility. On all other occasions, the User must obtain a Special Occasion Liquor Licence if alcohol will be served. Consumption of alcohol may be permitted provided the User follows the regulations of the Alcohol and Gaming Commission of Ontario. A copy of the Special Occasion Permit shall be provided to the Lions Club representative when the application is submitted. The Permit must be posted in a conspicuous place in the Hall during the event.

At the discretion of the Lions Club, a minimum of one (1) Security Guard may be hired at the User's expense. Security must be present from commencement of to one hour following the event and must be provided an on-site contact person to liaise with during the event. Alcoholic beverages must not be removed from the designated rental facility. Unless otherwise agreed upon and at the discretion of the Lions Club, alcohol may be served until 1:00 AM; guests are required to leave the facility by 1:30 AM.

Special Apparatus

The User shall not use of any special apparatus such as, but not limited to; smoke machines, bouncing castles, tents, and scissor lifts/skyjacks, etc. without the prior approval of the Lions Club Representative. Any additional requirements for the use of such apparatus (e.g. insurance, CSA approval, building permits) must be agreed upon and followed by the User.

Gambling

Non-licensed gambling or gaming activities are not permitted (e.g. Raffles, 50/50 Draws, Crown and Anchor, arm's length of tickets). A license is required if you are selling raffle tickets to see if you have the lucky number to win a prize. Rental groups are not allowed to do any type of game and/or draw that would involve handing out, giving away and/or displaying alcohol as a prize. The only acceptable alcohol giveaway is gift cards for this type of draw prize. Examples of activities that are permitted include; Silent Auction, Trivia Contest, Loonie Toss, Hockey Shoot, Guess Amount in Jar, Hole in One Putting.

Candles/Open Flame

Candles are permitted if they are used on a birthday cake or fully enclosed in a non-flammable container such as a hurricane glass. The User shall ensure that candles are not left unattended and are safely disposed of. No other open flame is permitted

Clean-Up

User agrees to appropriately dispose of all garbage generated by the event immediately thereafter. User agrees that the rental facility will be left clean and in an organized fashion. All tape and stains will be cleaned up and removed.

Damage/Responsibility for loss

The User is responsible for paying for any damages to Lion Club property, furniture, facilities and equipment during their rental of the space. The User is encouraged to notify the Lions Club Representative of any damages noted immediately upon occupying the space. The Lions Club assumes no responsibility for personal injury or damage or for lost or stolen articles of User, or anyone attending the function.

Use of Lions Club Name/Logo

The Lions Club name and/or logo may not be used to advertise an event unrelated to Lions Club business. It is permitted to name Winchester Lions Club and its specific venue as the location of the event on invitations.