



# Township of McKellar

701 Hwy #124, P.O. Box 69, McKellar, Ontario POG 1C0

Phone: (705) 389-2842

Fax: (705) 389-1244

## COMMUNITY CENTRE FACILITIES RENTAL AGREEMENT FORM

Name: \_\_\_\_\_ Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

Purpose for Event: \_\_\_\_\_

Expected Attendance: \_\_\_\_\_ Licensed: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

One Occasion: \_\_\_\_\_ Weekly: \_\_\_\_\_ Bi-weekly: \_\_\_\_\_ Monthly: \_\_\_\_\_

### Facilities Required:

- |                       |          |
|-----------------------|----------|
| 1. Hall               | \$ _____ |
| 2. Kitchen/Bar        | \$ _____ |
| 3. Mutli Purpose Room | \$ _____ |
| 4. Grounds            | \$ _____ |
| 5. Council Chambers   | \$ _____ |
| 6. Youth Room         | \$ _____ |
| 7. Rink               | \$ _____ |
| 8. Minerva Park       | \$ _____ |
| 9. Other              | \$ _____ |
| 10. HST               | \$ _____ |

### Equipment Required:

- |            |              |               |
|------------|--------------|---------------|
| 1. Tables  | Round: _____ | Oblong: _____ |
| 2. Chairs: | _____        |               |

Refundable Damage Deposit: \_\_\_\_\_

For Multi-Purpose Facility or Rink use, washroom keys if required, must be picked up at the Township Office prior to the event during regular business hours and returned to the office or to the Township drop box located at the front entry of the office. It is the responsibility of the applicant to ensure the washrooms are locked and secured. Any damages resulting from the use of the facility shall be the responsibility of the applicant. Furniture belonging to the Township must remain in the building and is not to be used for outdoor events. We certify that we have read the General Conditions as attached here to and forming part of this Agreement governing the use to the Township of McKellar Community Centre Facilities and that we agree to conform thereto and to be bound thereby.

Applicant's Signature: \_\_\_\_\_ Date Approved: \_\_\_\_\_

Authorized Official: \_\_\_\_\_

### FOR OFFICE USE ONLY

|                |          |             |                      |
|----------------|----------|-------------|----------------------|
| Total Due      | \$ _____ |             |                      |
| Less Deposit   | \$ _____ | Date: _____ |                      |
| Balance Due    | \$ _____ | Date: _____ |                      |
| Damage Deposit | \$ _____ | Date: _____ | Date Returned: _____ |

**McKellar Community Centre Facilities Rental Agreement**

## **SCHEDULE "B" TO BY-LAW NO 2010-16 GENERAL CONDITIONS**

### **Attached to and forming part of the Facility Rental Agreement, SCHEDULE "B"**

This agreement is subject to the following general conditions which are agreed to by the Applicant.

- 1) The Township reserves the right entirely at its discretion to accept or reject any application for use of its facilities.
- 2) Applicable rates shall be the rate in effect at the day of the event. Tentative bookings will be honoured by the Township for 48 hours only.
- 3) To pay, at the signing of this Application, a deposit in the amount of 50% of the Basic Rental Charge, refundable only at the discretion of the Township.
- 4) Unless notification of any cancellation is received in writing from the Applicant by the Township's supervisor who accepts this Application at least 30 days prior to the date of the function, the balance of the Basic Rental Charge is due and payable to the Township.
- 5) Where additional cleaning of the premises is deemed to be necessary by the Township, to pay the Township a Clean-up Charge in the amount as is determined by the Township;
  - a) To return the Premises, including the Hall, Bar and Kitchen back to the general condition of cleanliness and repair in which it was found. Specifically, it is expected that all refuse will be placed in garbage bags or receptacles; that kitchen counter tops and sinks will be left clean and all dishes clean and put away; and tables and chairs be repositioned as found or as otherwise directed by the Township;
  - b) To ensure all lights are off, windows and doors are shut and locked when event is over;
  - c) To ensure all water taps are closed tightly and toilets are not running;
  - d) To ensure all ovens and burners are turned to OFF position;
  - e) To ensure all spills are wiped up;
- 6) To be responsible for any missing articles or for any damage incurred to the premises or Township property as a result of any act or omission of the Applicant or the Group named hereon or their members, officers, employees, agents or contractors or any person who attends the function and, in the event of such damage, to pay the Township a Damage Charge in such amount as is determined by the Township;

To check the premises for any damage and report same to an employee of the facility prior to the commencement of the function.
- 7) To pay, no later than 30 days prior to the date of the function, any balance due of the Basic Rental Charge as well as a refundable damage deposit.
- 8) That the Township shall not be liable for any damage to or loss of any property brought into the Premises in conjunction with the function by the Applicant or the Group named hereon or their members, officers, employees, agents or contractors or person who attends the function.

- 9) The supervise and control all persons posted in attendance at the function and to restrict such persons to the premises.
- 10) To abide by the capacity for persons posted or made known for the premises. (Community Centre 206)
- 11) Not to contravene any statues or regulations of the Province of Ontario or the Dominion of Canada or any By-laws of the Township.
- 12) For a licenced function, to obtain a proper licence from the Licence Board of Ontario, to provide all liquor and equipment necessary for the sale and consumption thereof, to supervise the sale and consumption of liquor, to remove all remaining liquor and equipment provided immediately following the function and to bear all costs relating to the above.
- 13) The Township reserves the right to cancel this Agreement upon notification of the Applicant at least ONE WEEK prior to the date of the function, in which event any deposit paid shall be refunded to the Applicant and the Township shall not be liable to the Applicant for any loss or damages.
- 14) No alcohol shall be served after 12:30 am. With all music turned off at 1:00 am and the premises vacated by 1:30 am.
- 15) To refrain from the use of confetti, rice or other such material on the premises.
- 16) To provide and pay for police or security officers, if required by the Township, in such numbers and with such identification as is acceptable to the Township.
- 17) If the premises are to be decorated, such decorating shall take place on the date of the function. Decorations must be removed the day of the function.
- 18) Prior to the function to arrange with the custodian entry to and setup of the facility.
- 19) Council may, at its discretion, alter the facility rental fees applicable for various events and groups. The rentals rates in effect at the time of the event, not the booking, are the raters that shall be enforced.
- 20) To pay the Township, the balance of any ADDITIONAL charges due within 30 days following the date of billing.
- 21) Absolutely NO SMOKING in Township Facilities.
- 22) If required by the Township;
  - a) To take out with an insurer licensed to carry of business in Ontario, at the expense of the Applicant, a comprehensive policy of the public liability and property damage insurance acceptable to the Township providing insurance coverage in respect to one accident to the minimum limit of Two Million Dollars (2,000,000) exclusive and cost, against loss or damage resulting from bodily injury to or death of one or more persons and loss of or damage to property arising in connection with the function as a result of any act or omission of the Applicant or Group named hereon, their members, officers, employees, agents or contractors; such policy shall name the Township as an additional insured as its interest may appear and the Applicant shall provide a certified copy of the policy or a certificate thereof to the Township before the date of the function; and

## **McKellar Community Centre Facilities Rental Agreement**

- b) To protect, defend, indemnify and save the Township harmless from all claims, actions and proceeding, including any costs and expenses incurred by the Township thereby, for loss, damage or injury, including death, to any person or persons and to any property arising in connection with the function as a result of any act or omission of the Applicant or Group named hereon or their members, officers, employees, agents or contractors or any person who attends the function.

I have read this Application and hereby covenant and agree to all of the general and specific conditions set out and. In particular, hereby covenant and agree that I am personally responsible and obligated to pay all charges due the Township in accordance with the conditions. I further acknowledge and agree that any breach of any of the conditions may result in the termination of my right to use the premises at the discretion of the Township.

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**Applicant**

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**Witness**

In consideration of the covenants and agreements made by the applicant, I hereby accept this Application on behalf of the Township so as to permit the Applicant the right to use the premises at the time or times specified.

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**Authorized Official**

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**Date**

**PLEASE NOTE:**

While the Township may not require separate public liability and property damage insurance from the Applicant, it is strongly recommended that insurance coverage by the Applicant for reasons of his/her own liability protection.

## McKellar Community Centre Rental Rates

(Rates effective February 1, 2022)

|   |          |
|---|----------|
| Hall  | \$167.31 |
| Kitchen/Bar   | \$115.83 |
| Hall, Kitchen and Bar   | \$276.72 |
| Hall, Kitchen, Bar and Multipurpose Room  | \$315.27 |
| Hall, Kitchen, Bar and Rink   | \$334.59 |
| Rink (no private winter rentals) unless Twp approved  | \$64.38  |
| Council Chambers  | \$36.89  |
| Funeral Tea (Hall) Maximum use 2 hours  | \$32.16  |
| Local Community Group events – <b>75% discount on the above rates from Sunday to Thursday and Friday during the daytime</b> |          |
| McKellar Seniors Rate   | \$69.18  |
| Tablecloths   | \$12.87  |
| <b>HST</b> in addition to all above rates   | 13%      |