



VILLAGE OF OIL SPRINGS FACILITY RENTAL AGREEMENT

GROUP/INDIVIDUAL _____

TODAY'S DATE _____

CONTACT PERSON _____

EVENT DATE _____

ADDRESS _____

EVENT TYPE _____

CONTACT # _____

YOUTH CENTRE INFO

ADDRESS – 4517 Victoria Street, Oil Springs, ON N0N 1P0

CAPACITY – 372 persons maximum

TERMS OF RENTAL

LIQUOR LICENSES

Group or individuals must obtain their own "SPECIAL OCCASION PERMIT".

A copy of the "SPECIAL OCCASION PERMIT"/liquor license and permits must be provided two weeks prior to the rental of the facility.

All beverage alcohol must be purchased with your permit at the LCBO, the Beer Store or any authorized Ontario Winery, Brewery or Distillery Stores (government stores). All receipts of alcohol purchases under Special Occasion Permit must be made available at the event.

AGE REQUIREMENT OF RENTER

Renter must be 18 years or older to enter in a rental contract, and 19 years or older to obtain a Special Occasion Permit for the provision of alcohol.

INSURANCE

When the Renter is a Corporation or Organization:

Commercial General Liability Insurance satisfactory to the Village 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:

1. A limit of liability of not less than \$2 Million/occurrence with an aggregate of not less than \$2 Million
2. Add the Village as an additional insured with respect to the operations of the Named Insured
3. The policy shall contain a provision for cross liability and severability of interest in respect of the Named Insured
4. Non-owned automobile coverage with a limit not less than (usually \$2,000,000) and shall include contractual non-owned coverage (SEF 96)
5. Products and completed operations coverage
6. Broad Form Property Damage
7. Contractual Liability
8. The policy shall provide 30 days prior notice of cancellation
9. Host Liquor Liability

When the Renter is an individual:

Liability Insurance

Renter shall provide liability insurance satisfactory to the Village 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 have a limit of liability of not less than \$2 Million.

Party Alcohol Liability Insurance

Party Alcohol Liability in an amount not less than \$5 Million and underwritten by an insurer licensed to conduct business in the Province of Ontario. The municipality shall be added as an additional insured.

Property Insurance

Property Insurance for any property being brought onto municipal property owned by the renter.

Primary Coverage

The proponent's insurance shall be primary coverage and not additional to and shall not seek contribution from any other insurance policies available to the municipality.

Certificate of Insurance

The proponent shall provide the Village a Certificate of Insurance evidencing the above-noted coverage in force at **least 10 days prior to contract commencement**. Failure to do so will result in termination of this agreement and Renter will not be provided access to the facility.

YOUTH CENTRE RENTAL FEES

RENTAL TYPE	FEE	DAM DEP
Funeral luncheons (weekday)	\$150	\$100
Funeral luncheons (weekends)	\$175	\$100
Showers (3 hours)	\$150	\$100
Workplace meetings/open houses (no kitchen)	\$250	\$100
Family Christmas	\$200	\$100
Religious conferences (not licensed)	\$350	\$350
Wedding receptions (licensed)	\$400	\$400
Birthday parties (licensed)	\$400	\$400
Anniversary parties (licensed)	\$400	\$400
Charity fundraisers (licensed)	\$400	\$400
Other licensed events - i.e. Big Buck Day	\$400	\$400
Stag & Doe	\$800	\$800
Additional Option: Kitchen Use – Only Including Use of Appliances	\$75	\$100
Additional Option: Setup/Take Down Tables/Chairs	\$100	\$0

CLEANING

- dish towels will not be supplied.
- liquor dispensers will be supplied and given out when keys are picked up.
- building must be left in same condition as when rented.
- bottles, cups and other debris must be picked up outside of building and parking lot area.
- tables and chairs to be wiped clean, stacked and put away.
***BE SURE TABLES ARE DRY PRIOR TO STACKING**
- kitchen counter and appliances wiped.
- dishes washed, dried and put away.
- concrete floor to be swept and wet mopped ***MOPPING INSTRUCTIONS IN CLEANING ROOM**
- **DO NOT MOP DANCE FLOOR** – spills and sticky areas are to be spot cleaned with a damp cloth.
- garbage to be bagged and placed in dumpster.
- recyclable items such as 2L plastic pop bottles can be placed in the provided blue boxes or in clear garbage bags and can be left in bar area until collection day.
- bar area to be wiped clean and blue plastic beer cooler emptied.
- turn lights OFF.

DAMAGE DEPOSIT

A damage deposit is required within 7 days of the booking to reserve the date and will be held as a damage deposit. Full payment is required when the key is picked up. If the facility is left in a clean and tidy condition, no damage has occurred and no other expenses are incurred, the damage deposit will be refunded in whole or in part within 30 days from the event date. Any expenses incurred will be subject to a \$50.00 administration fee. Keys and liquor dispensers to be returned between 9:00 a.m. and 12:00 noon the following business day. Cancellation of the event will result in forfeiting of the deposit.

DECORATING

Nothing may be hung or attached to the walls or ceilings except on the strip board above the door sills. Absolutely **NO** staples or tape to be used on walls.

DANCE FLOOR AT YOUTH CENTRE

Absolutely **NO food, drinks, chairs or tables** of any kind (including games tables) on the dance floor. Cleaning fees will be charged to the person(s) renting the hall plus a \$50.00 administration fee if the dance floor requires additional cleaning.

DAMAGES

The Village reserves the right to evict or restrict individuals or groups that do not demonstrate proper behavior or respect for Village property from using the facilities. Applicants shall pay for all damages to the property of the Village arising from the misuse of the facility. The phone in the bar is for local and emergency calls only. Any long-distance charges plus a \$50.00 administration fee will be deducted from the damage deposit.

LIMITATION OF LIABILITY

The Village's liability to the Renter arising from this agreement including, without limiting the generality of the foregoing the Renter and its guests' access to, use of and occupation of the facility, shall be limited to the aggregate sum of \$1,500.00 for any/all losses and damages suffered by the Renter on account of any negligent action or inaction on the part of the Village, its employees and those for whom the Village is responsible for. Renter agrees that this limitation of liability on the part of the Village is reasonable on account of the Village providing the Renter access to the facility at cost.

JELL-O SHOTS/SHOOTERS

Jell-O shots/shooters are prohibited. Any evidence of jello shots/shooters will result in forfeiture of entire damage deposit.

SMOKING AREA

If the applicant chooses to set up a smoking area using a snow fence, **no posts are to be pounded into the ground** as there is underground electrical cable in that area. Any damage to the underground cable will be charged back to the applicant.

I AGREE TO ACCEPT THE ABOVE TERMS

(print name)

SIGNATURE OF APPLICANT

DRIVER'S LICENCE NO.

AUTHORIZED VILLAGE SIGNATURE

DEPOSIT PAID

amount

received by

date

amount

received by

date

RENTAL FEE PAID

amount

received by

date

DEPOSIT RETURNED

amount returned

cheque #

date

COMMENTS:

ALSO READ AND SIGN THE ATTACHED "Release and Waiver of Liability"



FACILITY RENTAL Release and Waiver of Liability Assumption of Risk and Indemnity Agreement

UPON SIGNING THIS DOCUMENT, THE GROUP ORGANIZATION OR INDIVIDUAL (“Organization/Individual”) WAIVES CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

PLEASE READ THIS DOCUMENT CAREFULLY

In consideration of the permission granted by the Village of Oil Springs for the use of its’ facilities, the undersigned hereby agrees to the following terms and conditions:

1. The Organization/Individual assumes full responsibility for its’ members, participants, staff, volunteers or guests and their respective participation in any activity or use of Village of Oil Springs’ facilities and agrees that the use of any such facilities is entirely voluntary.
2. The Organization/Individual acknowledges and understands that the activities taking place at the facility could cause personal injury including the possible exposure to COVID-19 or other communicable diseases which may result in illness, permanent disability and even death. The risk of becoming exposed to or infected by COVID-19 or other communicable diseases may result from the actions, omissions, or negligence of the Organization or Individual, its members, participants, staff, volunteers, guests or Village of Oil Springs employees. The Organization/Individual understands and freely assumes all such risks on behalf of it and its members, participants, staff, volunteers or guests.
3. There is risk of exposure to COVID-19 or other communicable diseases in any public place where people are present, including Village of Oil Springs’ facilities. The Organization/ Individual hereby agrees to follow all safety precautions, Orders and guidelines promoted in an official capacity by the Chief Public Health Officer of Canada, Public Health Ontario as well as the local Public Health Unit while using the Village of Oil Springs’ facilities, including but not limited to requirements for physical distancing, face coverings, gathering limitations, hand washing and sanitization. The Organization/Individual is responsible to ensure that all their members, participants, staff, volunteers or guests understand and agree to follow all applicable safety precautions, Orders and guidelines.
4. The Organization/Individual hereby agrees to RELEASE, WAIVE and FOREVER DISCHARGE the Corporation of the Village of Oil Springs, employees and members of Council from and against any and all manner of claims, demands, losses, costs (including legal), charges, actions and other proceedings, in respect of any damage or injury sustained by the Organization or Individual, its members, participants, staff, volunteers or guests as a result of the Facility Rental Agreement, the activities and use of the facility by the Organization including, but is not limited to, exposure to or contracting COVID-19 or other communicable diseases.

5. The Organization/Individual hereby agrees to INDEMNIFY and SAVE HARMLESS the Corporation of the Village of Oil Springs, employees and Members of Council, from and against any and all manner of claims, demands, losses, costs (including legal costs), charges, actions and other proceedings, which may be brought against or made upon the Village of Oil Springs in respect of any damage or injury sustained to any person or property directly or indirectly arising out of, resulting from or sustained as a result of the granting of the Facility Rental Agreement including the activities and use of the facility by the Organization/Individual, exposure to or contracting COVID-19 or other communicable diseases, any claims or demands associated with a breach of any COVID-19 related Order, restriction or rule by the Organization or any member, participant, staff, volunteer or guest associated with the Organization/Individual.
6. The Organization/Individual further agrees to maintain the insurance coverage as described in the Facility Rental Agreement with the Village of Oil Springs from the date this document is signed and throughout the entire term of the Facility Rental Agreement. The Corporation of the Village of Oil Springs shall be named as an Additional Insured on the Organization's Commercial General Liability insurance policy with such insurance providing coverage for all risks associated with the use of the Village of Oil Springs' facilities, including but not limited to, bodily injury including death, personal injury and damage to property, including loss of use thereof, contractual liability, employers' liability and any liability related to COVID-19 or other communicable diseases.
7. In the event the Organization or Individual becomes aware that a member, participant, staff, volunteer or guest that attended a Village of Oil Springs' facility was exposed to or contracted COVID-19, the Organization must report the incident to the Village of Oil Springs municipal office and Lambton County Public Health Unit within the next business day and provide all available information for the purposes of contact tracing.
8. The undersigned agrees that by signing this document they or the Organization are not relying on any oral, written, or implied representations or statements made by the Village of Oil Springs with respect to the interpretation of this document or the safety of the Village of Oil Springs' facilities.
9. The undersigned has read this document prior to signing it on behalf of themselves or the Organization, and understands that this is a legal binding document, has had the opportunity to fully review its terms and is aware that by signing on behalf of themselves or the Organization, the Individual or Organization waives certain legal rights, including but not limited to those listed above.
10. The Village of Oil Springs may, at its sole discretion, withdraw the Organization or Individual's access to all or a portion of the Village of Oil Springs' facilities as required due to the COVID-19 Pandemic Emergency or other urgent situations.

**THE UNDERSIGNED ACKNOWLEDGES HAVING READ THIS RELEASE OF LIABILITY AGREEMENT, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT BY AGREEING TO THE TERMS OF THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE
PLEASE READ CAREFULLY**

Organization / Individual Name: _____

Organization / Individual Address: _____

Organization / Individual Email: _____

I have authority to bind the Organization

Name & Title of Representative (PRINT): _____

Representative Email: _____

Signature of Representative: _____

Date: _____(day/month/year)