

TOWNSHIP OF TYENDINAGA
RECREATION HALL
RENTAL TERMS AND CONDITIONS

1. Rental and operation of, the Township Recreation/Community Hall shall be under the jurisdiction of the Township Recreation Coordinator.
2. All persons, groups, organizations desiring to rent the Hall shall make application on the appropriate form and submit it to the Township Recreation Coordinator for approval and signature.
3. The person signing the Rental Application and Permit form, shall be responsible for ensuring that all Rental Terms and Conditions are adhered to and shall be in attendance at the start and end of the event.
4. Fire and Liquor License Act Regulations shall govern maximum attendance at any event. The maximum occupant load for the hall is 200 persons. Our hall capacity for a function that is seated with dining and dancing is 150 people. If more people come than regulations allow, the people over the permitted number will not be allowed to enter the facility. Enforcing the maximum attendance regulations will be the responsibility of the Lessee. All Exits must be kept free of any obstructions.
5. As of January 1, 2004, SMOKING IS NOT PERMITTED, as per The County of Hastings By-law #2003-0025, in any part of the recreation/community hall building.
6. **The Township of Tyendinaga shall be responsible for and the sole operator of the “Bar” for all Lessees who so desire to have a bar with their rental. When the “Bar” is in operation all regulations under the Liquor License Act shall be in effect. No alcohol shall be allowed in the Hall unless provided through the Township operated Bar (Absolutely no homemade wine). The Township shall be responsible for obtaining the appropriate liquor license, supplying the required alcohol and providing appropriate bar tenders. All persons violating the before mentioned alcohol policy will be required to leave the premises and the Township lands on which the Hall is located. If any homemade wine or alcohol is brought into the hall, the bar will be shut down.**

Renter Initial: _____
7. **Under the Liquor licence, alcohol is NOT permitted to be taken outside the hall doors. “Tailgating”, otherwise known as drinking in parking lot or in car, is NOT permitted. If bar staff observe this happening, the bar will be shut down.**

Renter Initial: _____
8. The person signing the rental application and permit form shall be responsible for promoting and enforcing safe transportation options for all participants consuming alcohol and shall inform the Township staff operating the Bar of the details of the safe transportation arrangements. Examples of safe transportation options include:
 - a) Designated drivers provided by the sponsoring group and/or selected from non-alcohol consuming participants at the event;
 - b) Providing access to telephones for taxi service and ensuring that taxis are called.
9. Regulations concerning the consumption of alcoholic beverages are according to the Regulations of the Liquor License Act.
10. Liquor may be sold or served only where there is an adequate supply of food. Therefore any function that desires to have a bar with their rental must ensure there is a lunch served. i.e. Midnight buffet at a wedding reception.
11. All evidence of the service and consumption of liquor shall be removed within 45 minutes after the last drink is served at 1:00 AM.
12. No person under the age of nineteen (19) years shall be admitted to an event unless the applicant has specified in his/her application that he/she intends to admit persons under the age of nineteen (19).

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13. Games of chance or gambling in any form shall be strictly forbidden unless the necessary permits are obtained from the appropriate authority.
14. The Township of Tyendinaga will not be responsible for personal injury or damage, loss or theft of any article or clothing or equipment belonging to the applicant/lessee or anyone in attendance at any rental function.
15. All persons shall vacate the Hall no later than the time stipulated in the signed rental contract, but in no case later than 2:00 AM, along with any personal belongings.
16. The applicant/lessee shall not exchange or give the use of the facility, for the date on the contract to any other group or person without the written permission of the Recreation Coordinator.
17. No equipment, furnishings etc shall be brought in to the Hall by the applicant/lessee without prior written approval of the Township Recreation Coordinator. Any equipment, furnishings etc approved to be brought in to the hall shall be done so at the applicant's/lessee's sole risk and responsibility.
18. Parking on Township of Tyendinaga property is at the risk and responsibility of the owner and/or driver of the vehicle.
19. The applicant/lessee shall abide by all conditions as set out in this document, along with any amended or additional regulations that will be attached hereto as an appendix to the Rental Permit as recommended and approved by the Recreation Coordinator. Failure to do so shall result in the cancellation of the Rental Permit.
20. The applicant may be granted permission by the Township to charge an admission fee or to sell other goods when requested in the rental application.
21. It is the duty and responsibility of the applicant to ascertain if there is any Local, Provincial, or Federal Tax applicable to the function and to collect and remit such tax to the proper governmental authority.
22. The Township reserves the right to alter the Rental Permit when necessary due to special circumstances and the applicant/lessee will be given a 72-hour notice prior to the rental date with a full credit for non-use. The applicant/lessee will also be advised as soon as possible if a cancellation is necessary due to an unforeseen emergency i.e. emergency maintenance and will be given a full credit for non-use.
23. All Rental Applications/Permits must be signed by the applicant, and approved by the Township Recreation Coordinator, a minimum of 30 days prior to the rental date. The rental fee, and damage deposit, must also be received a minimum of 30 days prior to the rental date. A \$75.00 cancellation charge shall apply if cancellation is less than 10 days from the rental date.
24. Any and all decorating of the Hall must ensure the following regulations are abided by:
 - No pinning or taping of decorations to the walls and/or ceilings. Please utilize the hooks that are provided inside the hall.
 - The applicant must take down all decorations directly after each function.
 - No use of confetti or rice inside the hall, or on the tables.
 - No dispersing of soap bubbles inside the hall, or on the tables.
 - No use of lit sparklers or freestanding candles allowed inside the hall.
 - No use of other "party favors" unless approved by Recreation Co-ordinator.
 - All decorations are to be of a non-flammable material or treated with a flame retardant.
 - That all displays, decorations, or other materials used in the hall do not block or hinder exit ways.
25. If the rental application indicates the need to use the kitchen facilities the applicant is responsible for the following items:

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- Any broken and/or lost dishes cutlery or utensils.
- That all dishes used are washed and put away in their appropriate places.
- Their own tea towels and dish clothes are to be used.
- Clean and wipe off all stovetops and ensure they are left in the condition they were found in.
- Clean out the fridge and large cooler, and ensure they are left in the same condition they were found in.
- Ensure that all steps are followed when using the commercial dishwasher as well as proper cleaning of the dishwasher following the function. (Specific instructions are outlined and posted above the dishwasher).
- Coffeepots are to be cleaned and put away.
- All garbage bags are to be tied up and the lid is to be placed tightly on the top of each container.
- All recycling is to be placed in the appropriate bins provided.
- Kitchen is to be left in the same condition it was found in.

26. All rental permits are based on the applicant/lessee being responsible for any damage to kitchen items, furnishings, walls etc. A \$200.00 “damage” deposit shall be required with all hall rentals. Any additional cost for repairs over and above the “damage deposit will be charged to the applicant/lessee. The \$200.00 deposit also includes access to a key for the building. The key can be picked up on the last business day prior to the rental date and must be returned on the next business day following such rental.

27. The Rental Rates for the Hall shall be as follows:

- Full Usage of the Facility i.e. hall, kitchen and bar - \$300.00 per day plus 13% HST.
- \$35.00 per hour (maximum of \$245.00 per day) plus 13 % HST for all rentals that do not require the usage of the bar.
- A \$100.00 deposit is required to hold the date requested for the hall usage and the remainder is due 30 days prior to the event.

28. a.) Rental Fees shall include set up of tables and chairs as per instructions of the applicant/lessee at the time of signing of the rental permit (written design must be submitted to recreation coordinator 30 days prior to event).

b.) If tables need to be moved during a function, ensure they are lifted and not dragged across the floor. Please ensure collapsible leegs are firmly in place.

29. Rental Fees shall include ***all normal clean up*** of facility by Township staff following the event.

30. Failure of the applicant/lessee to comply with the conditions outlined herein will result in refusal of future consideration for rental of Hall.

31. Tyendinaga Township reserves the right to accept or reject any rental application.

32. If there are any violations of the above rental terms and conditions this application will become null and void immediately.

I _____ the undersigned have read and understand the Rental Terms and Conditions, numbering from 1 through to and including 30, for the Township of Tyendinaga Recreation Hall, located at 363 McFarlane Road.

Signature of Applicant: _____

Witness to Signature of Applicant: _____