



## The Corporation of the Township of Cramahe Castleton Town Hall Rental Agreement

Terms and conditions, and rental fees shown here will be effective as of March 7th, 2012.

Terms and conditions are subject to change at any time and they will apply to all rentals taking place immediately after the change, regardless of the time of booking.

Rental rates can change at any time; however, upon payment of the rental deposit the rates are reserved.

### **A. General Rates**

Rental Fees Apply from Monday to Sunday

Castleton Town Hall Rental Fees	Rates
Event with LCBO Special Occasion Permit*	\$150.00 + HST
Damage Deposit	\$100.00
Event with No Special Occasion Permit	\$50.00 + HST
Damage Deposit	\$50.00

Rental Fees Apply from Monday to Sunday

Local Community Group Rental Fees	Rates
Event with LCBO Special Occasion Permit*	\$50.00 + HST
Damage Deposit	\$50.00
Event with No Special Occasion Permit	No Charge
Damage Deposit	\$25.00

### **\*Local Community Groups Rental Fee Apply to the Groups Listed in the Rental Agreement**

\*For a list of approved Local Community Groups refer to (Schedule D)

\*If alcohol is going to be consumed at the Castleton Town Hall, a **Special Occasion Permit (S.O.P.)** must be obtained from the LCBO, it is the renter's responsibility to obtain the permit, the Township of Cramahe will require a copy of the S.O.P. five days prior to the event.

\*Funerals will be charged the applicable rental rate.

## **1. Rental Includes:**

- Use of tables, chairs and bar area.
- Key to the hall; which can be picked up one day before your event at the Keeler Centre, and must be returned to the Keeler Centre the next business day.

## **2. Renters Responsibilities:**

- Set-up for their event .
- Take down their event.
- Sweep the hall, and take all garbage with you after the event.
- Obtain a Special Occasions Permit from the LCBO, if alcohol is going to be consumed.
- Provide a copy of the S.O.P. to the Township of Cramahe five days prior to the event.

## **B. Conditions**

### **1. Damage deposit and rent payment**

- a) Damage deposit is fully refundable if the event takes place and the hall, bar area and washrooms are returned in the same condition as received. Renter and Township of Cramahe representative each receive a copy of the contract. Any post-event damages are deducted from the damage deposit.
- b) Renter is responsible for:
  - Any loss or damage incurred to the Premises by their helpers, hired staff, other service providers and their guests, if the damage deposit is not sufficient to cover them.
  - The conduct of their staff and guests, on and off the premises during and following the event.
  - The proper handling of all equipment and furnishings.
- c) The Corporation of the Township of Cramahe will not be responsible for personal injury, damage/loss or theft of personal property or equipment of applicant or anyone attending the function.
- d) The Township will require a separate deposit cheque for the damage deposit and an additional bill will sent out to the User if there is damage in excess of the damage deposit amount. Please date the damage deposit cheque for the date of your event. After the Castleton Town Hall has been inspected by the Cramahe Township staff and it is determined that there is no damage, the deposit cheque will be returned to the User.
- e) The renter agrees to pay a rental deposit of 50% of the hall rental fee at the time of signing the contract. The remaining outstanding amount will be due two (2) weeks prior to the event. All cheques to be made out to: Township of Cramahe.

## **2. Cancellation**

- a) If the event is cancelled, in writing, one month or more before the event 10% of the total invoice will be charged, with less than one month notice, the full 50% will be kept by the Municipality (maximum of \$500.00).
- b) The agreement may be terminated by the facility and the Township of Cramahe at any time in its sole discretion; and the facility and the Township of Cramahe will not be responsible for any loss or damage of any kind. The only entitlement of the User being a refund of the proportionate part of any fees paid, in the event the said facility, or any part thereof, shall be damaged or destroyed by fire, explosion, lightening or tempest so as to render the same unfit for the purpose of the User, or the Township of Cramahe, at any time require the use of the facility for some other purpose including but not limited to, repair, renovations or reconstruction work or in case the facility or the Township deem that it is in the public interest, in the interest of safety or order, or in the interest of the preservation of the facility to do so.

## **3. Cleaning**

The hall, bar area and associated facilities will be delivered cleaned to the renter. The renter is expected to remove all decorations, put away tables and chairs, sweep the hall, and remove all garbage after the event. If extensive cleaning is required after the end of the event, the Keeler Centre staff will perform it and charge the cost to the damage deposit.

## **4. Decorating**

Castleton Town Hall will be made available to decorators at no additional charge (if the hall is not booked) the day before and day of the wedding or major event.

## **5. Decorations**

A list of Do's and Don'ts with respect to Decorations will be supplied as **Schedule C**.

## **6. Parking**

Parking area is available for use by all events at no extra charge.

## **7. Catering**

Meals for PRIVATE FUNCTIONS (i.e. by invitation only & NOT open to the general public) are allowed to be brought in from a private kitchen (i.e. your house). Meals for PUBLIC FUNCTIONS (i.e. recitals, fundraisers, dances open to anybody) must be brought in by an approved caterer on the Townships "Approved Caterers List".

## **8. Special Occasion Permit**

If alcohol is going to be consumed at the Castleton Town Hall a Special Occasion Permit (S.O.P.) must be obtained from the LCBO, it is the renter's responsibility to obtain the permit; the Township of Cramahe will require a copy of the S.O.P., insurance, and copies of your bartender(s) Smart Serve Certificate five days prior to the event. No person under the age of 19 years of age may not handle or consume alcohol in any manner.

You are required to post the permit and the levy receipts at the bar area when the event is taking place. You must offer your guests food, as well as a variety of non-alcoholic beverages.

## 9. Smoking

According to the Smoke Free By-law of the Municipality, the entire facility and associated areas such as washrooms and kitchen, is a smoke free public place. No smoking is permitted within 10 meters outside of the main (front or back) entrances.

## 10. Other

- The rental agreement is not accepted until it is read, signed and the deposit is made.
- To use the premises only for the purpose and at the time agreed upon.
- Castleton Town Hall shall remain, at all times during the terms of this agreement, under the control of the Township of Cramahe staff.
- That the facility shall have the right at any time to eject or refuse admittance to the facility, any person who is likely to, create a disturbance or behave in an objectionable or improper manner.
- That the rights granted to the User may not be assigned or sublet in any way.
- To abide by, and conform to all by-laws and regulations of the Township of Cramahe, whether or not stated herein and all laws and requirements related to the facility.
- To preserve and maintain good order, discipline and safety in the facility.
- Should the renter shall fail to pay any monies required to be paid pursuant to this agreement, at the time such monies are required to be paid, or if the renter shall fail to perform or observe any terms or conditions of this agreement, the facility may declare this agreement terminated forthwith and there upon all rights of the renter in respect thereof shall be terminated without entitlement to claim any damages, reimbursements, compensation or remuneration whatsoever.
- That the renter will adhere to the directions of the designated facility supervisor for the duration of the agreement.
- The user shall indemnify the Township of Cramahe and/ or the facility from all claims, damages, loss, costs and charges occasioned to have suffered by or imposed upon the Township and/or the facility, either directly or indirectly, in respect of any matter arising out of the use of the premises by the user or out of any operation, event, activity or other things connected therewith, or out of the improper use of the premises or the breach of this agreement with respect thereto and waives and releases the Township of Cramahe and/or facility from any claim of the User in respect of any such matter.
- The User, by executing this agreement, acknowledges having read and understands this agreement, including the conditions which form part hereof and agrees to abide by all the terms and conditions.

**During the use & occupation of the premises the renter/user will indemnify and save harmless the Township of Cramahe from & against any and all liability whatsoever resulting from injury or damage to any person, persons, or property by reason of or as a result of the use of Cramahe Township facilities directly or indirectly as herein set forth, or by reason of or as a result of the acts of it or its servants, agents, employees**

**Schedule A: Rental Agreement Form**

**THE USER AGREES TO PAY THE FULL COST OF THE FOLLOWING:**

**Rental Charges:**

Castleton Town Hall (With SOP) – 150.00 + 19.50 = \$169.50

\$100.00 Damage Deposit Cheque Required

Total Rental Fee	\$	150.00
H.S.T.	\$	19.50
Staffing Costs*	\$	
Less Rental Deposit	\$	
<hr/>		
Total Rental Amount		
To be Billed	\$	169.50

**Event Setup Instructions:**

Renter can pick the key up for Castleton Town Hall one day before your event between 7am-3:30pm at the Keeler Centre and return the next business day.

Renter is responsible for their own set up and clean up as described in this rental agreement.

**Schedule B: Rental Agreement Form**

**Renter/s:**

**Date/s Requested for:**

**Start Time:** \_\_\_\_\_ **Finish Time:** \_\_\_\_\_

**Purpose of Event:**

**Name of Caterer:** \_\_\_\_\_ **or** **N/A**

**Special Occasion Permit Required:** **Yes** **No**

**Estimated Number of Guests:** \_\_\_\_\_

I have read this Agreement and hereby covenant and agree to all of the general terms and specific conditions set out and, in particular, hereby covenant and agree that I am personally responsible and obligated to pay all charges due Township of Cramahe in accordance with the conditions in Schedule A. 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 of Cramahe.

**Name of Applicant:**

**Name of Organization:** **N/A** **or**

**Mailing Address:** \_\_\_\_\_

**Phone #:** \_\_\_\_\_ **Cell #:** \_\_\_\_\_ **Fax #:** \_\_\_\_\_

**Signature of Applicant:** \_\_\_\_\_ **Date:** \_\_\_\_\_

In consideration of the covenant and agreements made by the Applicant, I hereby accept this application on behalf of the Township of Cramahe so as to permit the Applicant the right to use the Premises at the time or times specified in **Schedule B**.

**Name:** \_\_\_\_\_ (Print Name)

**Title:** Operations Manager

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## **Schedule C**

### **Decorating Do's and Don'ts**

1. All exits must be free from obstruction
2. No confetti or similar material of any sort is to be used inside the hall or on the arena deck.
3. Ensure wall decorations are only put up with tape or sticky tack approved by a Parks and Recreation Department employee.
4. Staples, nails, tacks, pins or glue are not permitted.
5. Decorations that are required to be hung from the ceiling must be approved by a Parks and Recreation Department Employee.
6. Any decoration that uses a flame, are not allowed in the facility. (i.e. candles, lanterns, etc...)
7. NO offensive decorations permitted on the premises.
8. Any unorthodox decorations must be approved by the Manager of Parks & Recreation or Director of Operations.