

Township of Cramahe

Victoria Square Rental Agreement

Please complete and return this agreement to:

Parks, Recreation, and Facilities Manager,

Chris Curwin

Keeler Centre

80 Division Street, Colborne, ON, K0K 1S0

Phone: 905-355-2846 Email: ccurwin@cramahe.ca



Name of Group or Organization	
Contact Person	Name/Purpose of Event
Address of Applicant	
Phone Number	Email Address
Not for Profit #	#
Date of Event (If multiple dates, attach schedule)	Time of Event (start & finish)
	Start: Finish:
Hours Requested	
Check Applicable Fees (All fees are subject to HST)	Other Event Requests
Special Event: \$88.50 (per day fee) Approved Local Community Group (50% subsidy)	Access to hydro Extra garbage cans required Other (please email manager with request)
Total Price:	
Type of Function:	
Anticipated Attendance:	
I have read and agree to the above pricing.	
Renter Signature:	Date:
Township of Cramahe Staff Signature:	Date:

Terms & Conditions

Payment

1. Payment must be made prior to your rental.
2. Payment can be made at the Cramahe Municipal Office (Address: Township of Cramahe, 1 Toronto Street, P.O. Box 357, Colborne, ON K0K 1S0) via debit, cheque, or cash. Or, at the Keeler Centre via cheque or cash. **Please bring a copy of this agreement when making payment.**
3. All cheques are to be made out to "The Corporation of the Township of Cramahe".

Cancellation

1. This rental agreement may be terminated by the Township of Cramahe at any time in its sole discretion; and the Township of Cramahe will not be responsible for any loss or damage of any kind. The only entitlement of the renter being a refund of the proportionate part of any fees paid.
2. Force Majeure – means any act, event or circumstances or any combination of acts, events, or circumstances which...prevents, hinders or delays the affected party in its performance of all (or part) of its obligations under this contract...without limiting the generality of the foregoing...an Act of God, including drought, fire, flood, lighting strike, or other natural disaster...any act, event or circumstance of a nature analogous to any of the foregoing.

Decorating / Setup

1. No setup of any kind can take place on the Cenotaph grounds.
2. NO confetti or similar material of any sort is to be used on the grounds.
3. Only Painters tape may be used to post signs. No nails, tacks or other articles are permitted. Renter must supply.
4. Decorations that are required to be hung from any height over 6 feet must be approved by management. All hanging decorations must be removed after the event.
5. Any decoration that uses a flame is not permitted on the grounds.
6. NO offensive decorations permitted on the grounds.
7. Any unorthodox decorations must be approved by management.

Liquor

1. The Parks, Recreation, and Facilities Manager must be notified if an application to the AGCO will be made. If approved, a copy of the license must be provided prior to the event.
2. The Alcohol and Gaming Commission of Ontario (AGCO) is responsible for administering the Liquor Licence and Control Act, 2019 (LLCA), which together with its regulations and the standards and requirements established by the Registrar establish the licensing and regulatory regime for most aspects relating to the sale, service, and delivery of liquor in Ontario. Among its responsibilities in the liquor sector, the AGCO oversees the administration of the Special Occasion Permit (SOP) program, which allows for the sale and service of liquor on special occasions, such as cash bars at weddings or private receptions, as well as larger scale events that are open to the public, such as charity fundraisers. An SOP is required any time liquor is offered for sale anywhere other than in a liquor licensed establishment.

Insurance

Prior to using the grounds, the applicant must deliver to the Municipality proof of liability insurance in an amount of not less than 2 million dollars, naming the Municipality as an additional insured **or, where the Licensee chooses not to obtain the liability insurance, the Licensee hereby acknowledges its voluntary assumption of risk and agrees to indemnify the Municipality.**

Licensee will deliver proof of liability insurance to the Municipality Yes / No

Licensee chooses not to obtain liability insurance Yes / No

Other

1. The Corporation of the Township of Cramahe will not be responsible for personal injury, damaged, loss or theft of personal property or equipment of the renter or anyone attending the event.
2. The applicant is responsible for any loss or damage incurred to the premises by their helpers, hired staff, other service providers and their guests.
3. The applicant is responsible for the conduct of their helpers, hired staff, other services providers, and guests, on and off the premises during and following the event and proper handling of all equipment and furnishings owned by the Township of Cramahe.
4. The rental agreement is not accepted until it is read, signed and the deposit is made.
5. To use the premises only for the purpose and at the time agreed upon.
6. The Township of Cramahe shall remain, always during the terms of this agreement, under the control of the Township of Cramahe Staff.

Terms & Conditions

7. The Township of Cramahe shall have the right at any time to eject or refuse admittance to the grounds, any person who is likely to, create a disturbance or behave in an objectionable or improper manner.
8. The rights granted to the applicant may not be assigned or sublet in any way.
9. The applicant abides by and conform to all by-laws and regulations of the Township of Cramahe.
10. The applicant shall preserve and maintain good order, discipline, and safety on the grounds.
11. Should the applicant 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 Township 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.
12. The applicant 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 grounds, 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 from any claim or the user in respect of any such matter.
13. During the use and occupation of the premises the applicant will indemnify and save harmless the Township of Cramahe from and 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 Victoria Square Park 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 or workmen.
14. The applicant, 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.

Declaration

I, the undersigned, do hereby release and agree to indemnify and save harmless THE CORPORATION OF THE TOWNSHIP OF CRAMAHE and their respective officers, employees or agents from all claims for loss, injury or damage, to persons and property while participating in or travelling to and from the above facility which I or any person claiming through me or on my behalf, may at any time have arising out of or connected with the operation of said grounds.

I have read this agreement and hereby covenant and agree to all the terms and conditions set out and, in particular, hereby covenant and agree that I am personally responsible and obligated to pay all charges due to the Township of Cramahe. I further acknowledge and agree that any breach of any or the conditions or terms may result in the termination of my rights to use the premises at the discretion of the Township of Cramahe.

I, the undersigned, have reviewed the terms and conditions for grounds use and hereby agree to comply with each and every item.

Renter Signature:	Date:
Township of Cramahe Staff Signature:	Date:

Reviewed by,

Parks, Recreation, and Facilities Manager – Chris Curwin
