

FACILITY RENTAL TERMS & CONDITIONS

1. The Corporation of the Town of Halton Hills (hereinafter referred to as the "Town") shall not be liable for personal injury, damage, loss or other liability with respect to the loss or theft of clothing or equipment belonging to the Renter, its representatives, participants, or anyone attending on the invitation of the Renter. As part of the consideration for the Town renting this facility to me/my group, on behalf of myself, my organization, its members and anyone attending by invitation, I agree to protect, indemnify and save harmless the Town, its servants and agents from and against all claims for damage, loss or injury, by whomsoever made or brought, in respect of any costs, losses, damage or injury arising out of the Renters use of the facility.
2. The Renter as a party to this agreement agrees to compensate the Town for any damage or loss to property or equipment contained within the facility and arising out of the Renters use of the facility.
3. All Renters of Town facilities must be the legal age of eighteen (18) years or older to enter into a rental contract, and nineteen (19) years or older to obtain a Special Occasion Permit for the provision of alcohol.
4. The Renter will ensure that all persons in attendance at the event associated with this agreement shall conduct themselves in an orderly manner and comply with all Federal, Provincial and Municipal laws, by-laws and regulations. Failure to do so may result in the cancellation of this agreement, at the option of the Town.
5. The Renter will not exchange or give the use of the facility, for the date(s) on this agreement to any other person or group without the written permission of the Town's Recreation and Parks Department (the "Department").
6. All property of the Renter and its participating members and guests must be removed after the permit time has expired unless special arrangements for storage are made with the Town.
7. This permit may be pre-empted at any time by the Department to use the facility for a specific purpose and/or for emergency maintenance. Whenever possible, notice will be given 48 hours in advance of pre-emption.
8. The Town is not responsible or liable for any costs for failure in supplying the facility due to circumstances beyond its control (example: hydro failure etc). In such cases, consideration will be given for reimbursement in part or in full for non-use.
9. The Renter agrees to pay any costs for maintenance over and above the normal cleaning that might be required to return the facility to the same conditions it was found, prior to the rental.
10. In the case where the approved hours and capacity stated on another Agency Permit (i.e. L.L.B.O. permit) conflict with the Facility Permit, the later commencement time, earlier termination time and lower capacity will take precedence.
11. Town booking of school facilities is subject to terms under the Board(s) of Education Reciprocal Agreement including payment, changes to permits and cancellations.

INSURANCE

The Town requires the Renter to carry general liability insurance in an amount of not less than two million dollars and to provide the Town with proof of insurance coverage naming the Town as additional insured. Additional insurance coverage may be required when serving alcohol or for other activities wherein other authorities have jurisdiction. ie fireworks, filming, licenses.

ALCOHOLIC BEVERAGES

The sale and/or consumption of alcoholic beverages without the proper licence or permit is strictly forbidden at all facilities and park locations owned and/or controlled by Town of Halton Hills. Failure to comply with the L.L.B.O. regulation, the Town Parks By-law #01-108 and approved Municipal Alcohol Risk Management Policy will result in the immediate cancellation of this permit and notification to the proper authorities. Proof of SOP (Special Occasion Permit) must be submitted to the Department for any event that will include alcohol in a permitted hall, meeting room or park. Such events must be in full accordance with the requirements of the Town's Municipal Alcohol Risk Management Policy. The Town requires that all persons serving alcohol be Smart Serve trained.

SECURITY

The Town reserves the right to place police supervision or approved security staff at any event at the expense of the Renter. Prior to the date of the event the Town will notify the authorized representative(s) if police/security staff is required. The Town reserves the right to require a security deposit for any event. Entitlement to a refund of the security deposit and the amount of any such refund will be considered during the week following the event.

The Town and its agents reserve the right and authority to enforce the rules and regulations of the facility and to refuse admission to any person or groups who are not in compliance with same.

SMOKING REGULATIONS

All persons attending the function(s) specified by this agreement shall observe No Smoking Regulations where applicable. There is "No Smoking" permitted in Town owned facilities as written in By-law No. 2003-0050. No person shall smoke within nine (9) metres from any entrance or exit of a municipally owned or leased building as written in Halton Region By-law No. 24-09.

PAYMENT

Rental fees are to be paid to the Department at least fourteen (14) business days prior to the rental date. For all occasional or commercial renters, a minimum 25% non-refundable deposit of the rental fee is required at the time of booking. Full payment is required at the time of booking for permits issued within fourteen (14) business days of the rental date. In all cases, if payment is not received prior to the rental date, or returned as non-sufficient funds, the Town reserves the right to cancel the rental and any future rentals until payment is received. **An interest fee of 1.25% per month will be applied to any outstanding balance after 30 days.**

OVERDUE ACCOUNTS

The Town has the right to refuse use of any Town programs or services until the overdue Town of Halton Hills account(s) have been paid in full.

CANCELLATIONS

Recreation and Parks must be notified in writing of cancellations to rentals three (3) hours or less at least fourteen (14) business days in advance. Seasonal playoff schedules may be exempt. For rentals more than 3 hours, thirty (30) business days written notice in advance is required. A refund, less any non-refundable deposits or administration fees being charged, will be given. No refunds issued for cancellations requested past the required notification deadlines. The Department reserves the right to cancel this rental should there be a breach of the terms and conditions or should the Department determine that the premises are not being used for the purpose contained herein.

CHANGES

Recreation and Parks must be notified in writing of any changes to a rental at least fourteen (14) business days in advance. No administration fee will be levied for adding additional dates/times or transferring to other dates/times. However, an administration fee may be charged for making excessive changes.