

THE TOWNSHIP OF ASPHODEL-NORWOOD

2357 County Rd 45, PO Box 29, Norwood, ON K0L 2V0

Telephone: (705) 639-5343 Fax: (705) 639-1880

FACILITY RENTAL AGREEMENT SPECIFIC CONDITIONS Asphodel-Norwood Town Hall

I, _____ hereinafter called the APPLICANT on behalf of _____

Address: _____

Email: _____

Phone: _____

hereby applies to rent the facility indicated below from the Corporation of the Township of Asphodel-Norwood for the purpose of a _____ on the date(s) which follow:

DATE: _____ TIMES: _____

I agree to pay the basic charge of \$_____/hour + HST. In addition, we require a **separate cheque** in the amount of \$_____ as a REFUNDABLE DEPOSIT (unless required by the Township for Clean-up and Damage Charges as referred to in the General Conditions which follow).

The purpose of the Function is Licensed - Yes or No (please circle one)

With a licensed event, the applicant must provide the Township of Asphodel-Norwood with proof of a Five Million Dollar (\$5,000,000.00) Liability Insurance Policy from an independent insurance company naming the Township as a third party.

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Less than 100 people attending - 1 Security Officer More than 200 people attending - 2 Security Officers

Employee Signature: _____

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2. To pay, at the signing of this Application, a non-refundable deposit which, in the discretion of the Township, may amount to a portion of all of the Basic Charge;
3. Unless notification of any cancellation is received in writing from the applicant by the Township's supervisor who accepts this application at least one week prior to the date of the function, the balance of the basic charge is due and payable to the Township:
 - 4(A) Where additional cleaning of the Premises is deemed to be necessary by the Township, to pay to the Township a Clean-up charge in such amount as is determined by the Township;
 - (B) To return the Premises back to the general conditions of cleanliness and repair in which it was found. Specifically, it is expected that all refuse will be placed in garbage bags or receptacles; that kitchen counter tops and sinks will be left clean; and that tables and chairs will be repositioned as found or as otherwise directed by the Township; and
 - (C) To return the building key and sound system box key (if required) to the Township Office drop-off box after the event.
- 5(A) To be responsible for any damage incurred to the Premises or Township property as a result of any act or omission of the Applicant or the Group named hereon or their members, employees, agents or contractors or any person who attends the function and, in the event of such damage, to pay the Township a damage charge in such amount as is determined by the Township; and
 - (B) To check the premises for any damage and report same to a Twp. employee of the facility prior to the commencement of the function;
- 6(A) With respect to a function on a single date to pay to the Twp the balance of the charges due prior to its commencement.
- (B) With respect to functions to be held on more than one date, to pay to the Twp the rate attributable to each function prior to its commencement.
7. To pay all charges due in cash or by money order or non-postdated cheque to the Twp of Asphodel-Norwood.
8. That the Twp shall not be liable for any damage to or loss of any property brought into the premises in conjunction with the function by the applicant or the group named hereon or their members, officers, employees, agents, or contractors or any person who attends the function;
9. To supervise and control all persons in attendance at the function and to restrict such persons to the Premises;
10. To abide by the capacities for persons posted or made known for the premises;
11. Not to contravene any statutes or regulations of the Province of Ontario or the Dominion of Canada and any by-laws of the Twp.
12. For a licensed function, to obtain a proper license from the license board of Ontario, to provide and deliver all liquor and equipment necessary for the sale and consumption thereof, to supervise the sale and consumption of liquor, to enforce and abide by all regulations governing the sale and consumption of liquor, to remove all remaining liquor and equipment provided immediately following the function and to bear all costs relating to the above;
13. To refrain from the use of confetti on the premises;
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16. That the side exit door located in the kitchen area is to be used as an **emergency exit only**. Door is to remain closed at all other times.

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15. If required by the Township,
 - (A) To take out with an insurer licensed to carry on business in Ontario, at the expense of the applicant, a comprehensive policy of the public liability and property damage insurance acceptable to the Twp. providing insurance coverage in respect of any one accident to the minimum limit of Five Million (\$5,000,000.00) dollars, exclusive and cost against loss or damage resulting from bodily injury to or death of one or more persons and loss of or damage to property arising in connection with the function as a result of any act or omission of the Applicant or Group named hereon, their members, officers, employees, agents or contractors. Such policy shall name the Twp. as an additional insured as its interest may appear and the applicant shall provide a certified copy of the policy or a certificate thereof to the Twp. before the date of the function; and
 - (B) To protect, defend, indemnify and save the Twp. harmless from all claims, actions and proceedings, including any costs and expenses incurred by the Village thereby, for loss, damage or injury, including death, to any person or persons and to any property arising in connection with the function as a result of any act or omission of the Applicant or Group named hereon or their members, officers, employees, agents or contractors or any person who attends the function.
16. That the side exit door located in the kitchen area is to be used as an **emergency exit only**. Door is to remain closed at all other times.

I have read this Application and hereby covenant and agree to all of the general and specific conditions set out and, in particular, hereby covenant and agree that I am personally responsible and obligated to pay all charged due to the Twp. in accordance with the conditions. 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 Twp. In consideration of the covenants and agreements made by the applicant, I hereby accept this application on behalf of the Twp. so as to permit the Applicant the right to use the premises at the time or times specified opposite.

APPLICANT: _____

DATE: _____