



Town of South Bruce Peninsula
 P.O. Box 310, 315 George Street, Wiarton, ON N0H 2T0
 Phone (519) 534-1400 Fax (519) 534-4976

Rental Contract

- Bannister Park – Pavilion
- Berford Lake – Pavilion
- Bluewater Park – Pavilion
- Train Station – Pavilion

- Bannister Park – Ball Diamond
- Bluewater Park – Ball Diamond
- Dan Davidson Park – Ball Diamond
- Bluewater Park

Date of Event: _____

Time of Event: Start Time: _____ End Time: _____ Permit #: _____

Type of Function: _____ Attendance Expected: _____

Additional Information: _____ – No guarantee of picnic table location

_____ – Must make arrangements with Town Hall for key for hydro prior to event

	S.O.C.A.N. Fee – Are You Playing Music? <input type="checkbox"/> Yes <input type="checkbox"/> No	
	Are You Serving Alcohol? <input type="checkbox"/> YES <input type="checkbox"/> NO (Lessee must obtain Special Occasion Permit and alcohol – see reverse)	
	Liability Insurance (Lessee must obtain – see reverse)	
▶	Rental Fee	
	Extra Charges:	
▶	Sub Total	
▶	H.S.T.	
▶	Total Rental Fee	
▶	Deposit (50% unless otherwise specified)	

Group/Organization: _____

Contact Person: _____

Mailing Address: _____

City: _____ Postal Code: _____

Home Phone: _____ Work Phone: _____

Cell Phone: _____ Fax: _____

Email: _____

***By signing below, I hereby acknowledge and agree to adhere to the Terms and Conditions of Contract on the reverse.**

_____ Date

_____ Signature of Lessee

_____ Date

_____ Municipal Approval

Terms and Conditions of Contract

1. No alcoholic beverages shall be brought onto premises at any time unless defined as a Special Event in the Town of South Bruce Peninsula Special Events Application and under Alcohol Gaming Commission of Ontario (A.G.C.O.) Permit. The Lessee is responsible for obtaining a Special Occasion Permit.
2. For events requiring a Special Occasion Permit, the Lessee will be required to sign and adhere to the Alcohol Risk Management Policy for the Town of South Bruce Peninsula.
3. For events requiring a Special Occasion Permit, the Lessee is responsible for removing all alcoholic containers (full or empty) from the premises and must adhere to A.G.C.O. regulations.
4. For events requiring a Special Occasion Permit, all licensed events held at Town facilities require all bartenders to hold Smart Serve certificates and must be approved by the Facilities Coordinator prior to the event.
5. For events requiring a Special Occasion Permit, the Lessee must provide the Town of South Bruce Peninsula with proof of purchase of Liability Insurance in the minimum amount of two million dollars (\$2,000,000.00) naming the Town of South Bruce Peninsula as additional insured prior to their function.
6. A Special Events Application must be completed for events identified in the Special Events Policy.
7. **No smoking** is permitted in the facility as per County of Bruce By-law No. 3938 and Town Policy D.6.1.
8. **No candles with open flame** will be allowed. Please consult with the Facility Coordinator regarding decorating allowances.
9. All exit doors and fire routes must be kept clear and accessible in the case of emergencies.
10. The Town of South Bruce Peninsula makes every effort to maintain top quality ball diamonds, but accepts no responsibility for mechanical break-downs, weather, etc. In the event of rain, ball diamonds will not be dragged.
11. In cases of extreme weather conditions as per Policy PW.4.2, the Town reserves the right to cancel bookings at which time a Town designate will notify the users.
12. The Lessee may be responsible for extra charges as per the Town of South Bruce Peninsula Fee Bylaw including but not limited to hydro, water, barricades, snow fence, garbage, equipment, etc.
13. Lessee is responsible for leaving the facility clean and tidy.
14. **No confetti** is permitted under any circumstances.
15. The length of the rental is indicated on the signed Rental Contract. The lessee has until 11:00 p.m. to clear the facility of all persons, goods and decorations, etc., unless other arrangements have been made with the Facilities Coordinator.
16. A person entering into a contract with the Town of South Bruce Peninsula for rental must be 18 years of age or older, and must be present at the function.
17. There must be a minimum of five (5) adult supervisors/chaperons for all youth group activities/events.
18. Police attendance is at the discretion of the Town and associated costs are the responsibility of the Lessee.
19. The Lessee is responsible for contacting the Facility Coordinator at least 48 hours prior to the event concerning any special arrangements or requirements regarding set-up of facilities and equipment. Failure to make the request on time will NOT guarantee complete compliance of request.
20. The Lessee will be required to pay an additional fee regulated by Society of Composers, Authors & Music Publishers of Canada (S.O.C.A.N.) if music is played at your event.
21. The Lessee shall not hold raffles or lotteries unless proof of proper licensing in accordance with the Alcohol and Gaming Commission of Ontario (A.G.C.O.) has been provided to the Town of South Bruce Peninsula prior to the event.
22. Rental rates are pursuant to Fee By-Law and are subject to change without notice. A rental deposit of fifty percent (50%) of the rental fee is required with the Rental Contract. Deposits will be credited to the rental.
23. A full refund of the deposit shall be issued provided that notice of said cancellation has been received by the Town of South Bruce Peninsula in writing, 30 days prior to the event. The entire rental deposit shall be forfeited to the Town of South Bruce Peninsula if notice of cancellation is received by the Town of South Bruce Peninsula less than 30 days prior to the event.
24. Rental fees are paid based on the current fee schedule as approved by the Town of South Bruce Peninsula on the date payment is made in full.
25. The Lessee renting the facilities and equipment belonging to the Town of South Bruce Peninsula will be held responsible for all and any loss or breakage that occurs while renting the facilities and equipment. The Lessee shall, in addition to any rental prescribed, be responsible for replacement of all breakage or losses of furniture, fixtures, dishes and equipment and any damage to the facilities.
26. The Town of South Bruce Peninsula will not be responsible for any lost or stolen property.
27. The contract will be null and void unless a copy is signed and returned to the Town of South Bruce Peninsula prior to the rental. It is understood that the facility cannot be held without a signed and confirmed contract.
28. The Town of South Bruce Peninsula reserves the right to cancel a contract.
29. The Town of South Bruce Peninsula shall incur no liability to the lessee for failure to perform any of the covenants or conditions contained herein if such failure is due to strikes, acts of God, or other cause beyond the control of the Town of South Bruce Peninsula.
30. The Lessee covenants and agrees to indemnify and save the lessor harmless from any and all actions, claims or demands of whatsoever nature arising out of or in any way connected with the use and occupation of the lessors premises or any of the facilities contained therein by the Lessee or any of its servants, agents, employees or guests.

I have read, understand and agree with the above terms and conditions: _____ (Signature)