



THE MUNICIPALITY OF

LAMBTON SHORES

Administration

7883 Amtelecom Parkway

Forest, ON N0N 1J0

T: 519-243-1400 / 1-866-943-1400

www.lambtonshores.ca

RENTAL TERMS AND CONDITIONS

1. The Licensee acknowledges that the facility is owned by the Municipality and as the owner; the Municipality has the right to use the facility when required. The Municipality reserves the right to use any portion of the licensed area for municipal purposes provided a minimum of seven (7) days' notice is given to the Licensee. The seven day notice requirement will be waived in the case of an emergency, at which time; no notice will be required to be provided to the Licensee.
2. It is the intention of both parties that the contract between the two parties for the occupancy by the Licensee does not create a possessory interest or any other in real property that is subject to assessment under the Assessment Act.
3. Damage Deposit and Rental Fees:
 - a) If the facility requires a damage deposit, it is due once the rental has been confirmed by the Licensee and can be paid by cash, cheque or debit only. Post-dated cheques will not be accepted. All cheques will be cashed upon receipt. This is a refundable deposit if no damage occurs to the hall or its contents.
Municipal staff will inspect the facility prior to and following the event for any damage. If damage to the facility or its contents occurs during the rental period stated in the contract, the Licensee will be held accountable. Damage amount will be billed out to the Licensee depending on the cost of the repair.
The deposit will be also be held if:
 - i. The facility requires additional cleaning beyond what is normally provided.
 - ii. Keys have not been returned to the municipal office in NorthvilleIf no damage occurs, a damage deposit refund will be issued in the form of a cheque in the weeks following the rental.
 - b) Rental Fees:
Rental fees must be paid prior to the date of the rental, unless it is an ongoing program. Ongoing programs will be billed on a bi- weekly basis and are due upon receipt. A late payment fee at a rate of 2% per month on outstanding balance shall be applied to the account until it is paid in full.
4. Keys:
If required, the key(s) to the facility must be picked up the day of or the day before the rental at the municipal office in Northville. If the event falls on a weekend, the key(s) can be picked up on the Friday before. The key(s) must be returned to the municipal office in Northville following the event.
5. Set Up/Clean Up:
 - a) The set-up of the hall, including tables and chairs, is to be completed by the Licensee. The Licensee is to let staff know how many tables and chairs will be required so they are readily available to them. It is recommended that a site visit be completed prior to the rental to ensure that the facility is equipped to meet the needs of the event. Any additional equipment that may be required will be up to the Licensee to rent and at the Licensee's cost.
 - b) The Licensee may request municipal staff assistance with the set-up, however, by doing so, the Licensee agrees to:
 - i. Submit a detailed plan of the set up in writing to events@lambtonshores.ca no later than 2 weeks prior to the date of the event;

- ii. The Licensee will be subject to an additional charge for this service. Standard charge is \$26 per hour per staff assistance. This fee is subject to change.
- iii. Thomas Hall - Municipal staff will assist with any decorations that requires the use of the man-lift. This will be completed when staff is available during the set up time the Licensee has arranged during the allotted time stated above.

During the off-season (April-September):

- Full Weekend Rentals (12pm Friday-12pm Sunday) – Decorations that require staff assistance will be set-up Friday afternoon before 3:30pm. The removal of decorations that require staff assistance, will take place on the following Monday morning.
 - Single Day Rentals – Arrangements will need to be made with the Parks & Facilities Manager at least one (1) month prior to the event taking place.
- c) No signage shall be erected in the building, on the building, or elsewhere on the property without the prior written approval of the Municipality. If permission is granted, signs must be erected using sticky tack putty and not an adhesive tape that will damage the walls. The Licensee is accountable for any damage to the walls as a result of signs being hung up incorrectly.
 - d) **Set up and clean up must be completed in the allotted time of the rental stated above, with the exception of ceiling decorations.**
6. Shores Gymnasium - Food and drink are not permitted in the gymnasium, with the exception of water for exercise programs. Indoor footwear is required.
 7. Municipal Staff:

If municipal staff are not scheduled at the time of the rental, or are required to leave during the rental, an emergency pager number will be posted.

It is our policy not to give out employee's cellular numbers to the general public without their permission. If a member of our staff decides to give the Licensee their cellular number, then it is at that employee's sole discretion.
 8. User groups must have liability insurance coverage in the amount of \$2-million, naming the Municipality of Lambton Shores as an additionally insured party. A copy of the certificate of insurance must be submitted to the municipality prior to the rental taking place. This is not required for private and/or one-time use rentals.
 9. Alcohol is not permitted in a municipal facility unless a Special Occasions Permit has been obtained from the Alcohol and Gaming Commission of Ontario (AGCO). The Licensee must provide proof of the Special Occasions Permit if the event is licensed. The event must abide by the Municipal Alcohol Policy. The Licensee must have liability insurance coverage in the amount of \$2-million, naming the Municipality of Lambton Shores as an additionally insured party. A copy of the certificate of insurance must be submitted to the municipality prior to the event taking place. Insurance coverage is available through the municipality for a fee.
 10. The Smoke Free Ontario Act, 2017 (SFOA, 2017) is now in effect. It is illegal to smoke or hold lighted tobacco or cannabis, and vape any substance at all indoor public locations, and:
 - All sports fields, spectator areas and playgrounds, plus a 20m perimeter
 - All recreation centre property, plus a 20m perimeter
 - Restaurant and bar patios, plus a 9m perimeter
 - All school property, plus a 20m perimeter
 - All hospital property

Compliance to this legislation is mandatory. Those individuals not in compliance may be asked to leave the property, and can be charged and if convicted can be fined up to \$1,000 (for a first offence) or \$5,000 (for any further offence).

11. The organization acknowledges that the Municipality is not responsible for lost, stolen or damaged equipment belonging to the organization.
12. If either the Licensee or the Municipality wishes to terminate this License prior to the end of the term created by this contract, notice to that affect will be given in writing NOT LESS THAN FOURTEEN (14) DAYS notice. Private, one-time only rentals are required to give at least ONE (1) WEEK'S notice for cancellation. The Licensee agrees and acknowledges that a notice to terminate the License as described above shall be delivered or mailed to the offices of the Municipality.