

WOODCHESTER FACILITY RENTAL AGREEMENT

Client Information¹

Renter's Name:	Email:
Event Name:	Address:
Phone Number:	

Woodchester, 15 King St, Bracebridge, ON

Occupied Room/Space:	Date:	Time:
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This checklist needs to be completed and returned immediately with a signed copy of the Facility Rental Agreement to confirm your booking. Once your booking is confirmed please ensure that all of the necessary information such as:

- Insurance;
- Special Occasion Permit; and/or
- Sign Permit;

are received no later than one week prior to your event or your Facility Rental Agreement will be cancelled. Please **read and initial** that you will abide by the following:

Facility Booking Checklist	Renter	Office use only
I recognize that Woodchester is designated under the Ontario Heritage Act and is protected under the Ontario Heritage Trust easement and any changes or damages to the building and/or grounds are strictly prohibited. This includes, but is not limited to, the use of tape, nails, screws, wallpaper, or fixtures of any kind. I also understand that the fireplace located on the main floor and the original stove located in the basement are for decorative purposes only and shall not be used under any circumstances.		
I recognize that the capacity for Woodchester is 40 people per floor and agree to not exceed these numbers for any reason, at any time.		
SMOKING including E-cigarettes/Vaporizers is NOT permitted inside Woodchester or within 20 meters outside of the facility as per the Authority of the Province of Ontario Smoke Free Ontario Act. SMOKING including E-cigarettes/Vaporizers is NOT permitted in any area, or within 20 meters of any area where food or beverages are served.		
I will ensure that facilities are left in the condition they were found, washrooms tidied, and personal items removed. You understand and agree that it is your responsibility to remove all garbage and waste from the property.		
If you are having alcoholic beverages at your event you must provide a copy of your Special Occasion Permit from the A.G.C.O. no later than one week prior to the event.		
The Town requires proof of insurance. A copy of the Certificate of Insurance, naming the Town as additionally insured has been provided to Town staff.		
A Special Event Permit must be obtained through the Corporate Services Department (705)645-5264 for any event needing special requirements such as, but not limited to: security precautions, parking, amplified sound (i.e. bullhorns, microphones, PA systems and other speakers.), animal control, barricades, locates, waste, road closures, food handling, public health & safety, first aid requirements; fire routes, capacity restrictions, pyrotechnics, tents, signage, etc. It is understood that the Town reserves the right to request a Special Event Permit from the renter at their sole discretion and at the expense of the renter.		
I have read and understand the information in the Facility Rental Agreement and have signed off and returned the document.		
PLEASE READ ABOVE AGREEMENT, THEN PRINT & SIGN NAME BELOW		
I _____, hereby certify that I have read and agree to abide by the terms and conditions as stated above, (PLEASE SIGN AND PRINT NAME)		
Date Form Submitted by <u>Renter</u> to the Town :		
Authorized Signature Town Staff & Date: Acknowledging receipt of <u>ALL</u> of the above documentation has been received. _____		

¹ The personal information collected on this form is collected under the authority of the Municipal Act, 2001 and the Liquor Licence Act and will be used for administrative purposes related to processing a licence application for use of a Town facility or space. Questions about this collection should be addressed to the Corporate Services Department at (705) 645-5264.

FACILITY RENTAL AGREEMENT

Hereinafter referred to as "Rental Agreement"
Between

The Corporation of the Town of Bracebridge
Hereinafter referred to as "the Town"

User of the Facility

Hereinafter referred to as "the Renter" or "the Renter(s)"

1. The Renter acknowledges that Woodchester is designated under the Ontario Heritage Act and is protected under the Ontario Heritage Trust easement and any changes or damages to the building and/or grounds are strictly prohibited. This includes, but is not limited to, the use of tape, nails, screws, wallpaper, or fixtures of any kind;
2. The Renter understands that all access to the third floor is strictly prohibited. The Renter also understands that at no time should the Renter or accompanied guests use the stairs leading to the third floor;
3. The Renter shall inspect the facility prior to use to ensure the building meets the requirements of the Renter;
4. The Renter acknowledges that Woodchester will be booked 'as is' and there will be no changes made to the building or its grounds;
5. The Renter acknowledges that the Town has not provided any representation or warranty or other assurance regarding the suitability of the facility for use by the Renter and therefore a walk-through of the property is recommended prior to booking;
6. The Renter agrees to compensate the Town for any damage or loss of property or equipment contained within the facility and arising out of The Renter's use of the facility;
7. The Renter(s) of Town facilities must be the legal age of eighteen (18) years or older to enter into a rental contract, and if applicable, nineteen (19) years or older to obtain a Special Occasion Permit for the provision of alcohol;
8. The Renter will ensure that all persons in attendance at the event associated with this Rental Agreement shall conduct themselves in an orderly manner and comply with all Federal, Provincial, and Municipal laws, By-Laws, regulations, and policies. Failure to do so may result in the cancellation of this Rental Agreement, at the sole discretion of the Town. In the case of failed compliance with these conditions, the Town reserves the right at its sole discretion to refuse the privilege of returning to the premises, at any time, to any person or group of persons;
9. Any costs incurred in complying with these guidelines shall be the responsibility of the Renter or organizing group, including but not limited to rental costs, administrative services, law enforcement and security, site amenities, required signage, etc.;
10. The Renter will not exchange or give use of the facility, for the date(s) on this Rental Agreement to any other person or group without the written permission of the Town;
11. In the case where the approved hours and capacity stated on another Agency Permit (i.e. an A.G.C.O permit) conflict with the Facility Rental Agreement, the most restrictive regulations would apply;
12. Bookings are issued subject to the availability of the facility on the date and time requested. The Town of Bracebridge reserves the right to cancel the booking at any time due to special events or unforeseen circumstances. Whenever possible, notice will be given 48 hours in advance of any cancellation. The Town is not responsible or liable for any costs incurred for failure in supplying the facility due to circumstances beyond its control (i.e. hydro failure, extreme weather disasters, etc.); and
13. Changes to bookings can be made only via written approval from the Town.

Insurance and Indemnification

1. The Town requires proof of insurance that lists the Town as additionally insured;
2. Some of the Town's insurance conditions are provided below:
 - **If no alcoholic beverages are being served**

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 additionally insured. Additional insurance coverage may be required when for other activities wherein other authorities have jurisdiction. i.e. filming, licenses, etc. If other authorities have jurisdiction the Town requires confirmation of their general liability insurance in an amount agreed to by the Town but not less than two million dollars and to provide the Town with proof of insurance coverage naming the Town as additionally insured;
 - **If alcoholic beverages are being served**

The Town requires the Renter to carry general liability insurance in an amount of not less than five million dollars and to provide the Town with proof of insurance coverage naming the Town as additionally insured. Confirmation of coverage must also include Host Liquor Liability up to the full policy limits. A Special Occasion Permit (SOP) must be issued to the individual obtaining the insurance; and
3. The Town of Bracebridge will not be responsible for any loss or theft of any article of the applicant or organization, or anyone attending;
4. The Renter agrees to indemnify and hold the Corporation of the Town of Bracebridge harmless from and against any liability, loss, claims, demands, costs and expenses, including reasonable legal fees occasioned wholly or in part by any negligence or acts of omissions of the Renter during the use of the town-owned facility/property save and except the negligence of the Town of Bracebridge;
5. The Renter shall be responsible for the conduct and supervision of its invitees and is responsible for ensuring the adequate insurance coverage is obtained for all activities while on the premises; and
6. The Renter is responsible for any damage to the premise and/or equipment, and for any personal injuries caused while renting or using the facility/property.

Special Events Policy

1. The Renter must abide by the Special Events Policy for any activity taking place in Town-owned facility/property within the Town of Bracebridge that require special requirements such as:
 - Security precautions;
 - Parking;
 - Amplified Sound (i.e. bullhorns, PA Systems, microphones, speakers of any kind, etc.)
 - Animal control;
 - Barricades;
 - Locates;
 - Waste;
 - Road closures;
 - Food handling;
 - Public Health & Safety;
 - Portable toilets;
 - First aid requirements;
 - Fire routes;
 - Capacity restrictions;
 - Tents; and
 - Signage.
2. Special Events permits must be obtained by contacting the Corporate Services Department at (705) 645-5264 in advance of the event.

Set-Up/Decorating

1. Where applicable, the Renter will provide set up requirements and a site map one week prior to the event;
2. Decorating, table setting, etc. are the responsibility of the Renter and time requirements for decorating can be arranged with the Town staff;
3. The Renter acknowledges Woodchester's historical significance and that it may not be altered or changed in any way. This includes but is not limited to, the use of tape, glue, pins, etc.; and
4. Permanent fasteners such as screws, bolts, and nails may not be used to affix decorations or props.

Clean Up

1. The outdoor garbage bins are not to be used as the main garbage receptacle for an event or an additional cleaning or maintenance fee may be charged to the Renter;
2. The Renter will place all trash in renter-supplied garbage bags or receptacles and non-compliance can also result in additional cleaning costs to the Renter;
3. It is the Renter's responsibility to remove all trash and/or recycling from the property at the end of the booked event prior to leaving Woodchester or a cleaning and/or maintenance fee will be charged to the Renter; and
4. All property of the Renter and the Renter's group must be removed after the booking time has expired unless special arrangements for storage are made with the Town.

Vendors & Transient Traders

1. The Renter agrees that at no point in time will a vendor(s) be parked or displayed on either King St. or within the Chapel Gallery Parking lot. The vendor(s) are classified as, but not limited to:
 - Food or beverage trucks;
 - Concession stands; and
 - Retail vendors.

Tents

1. If the Renter requires to erect a large tent structure for the event, they may be required to obtain a building permit for the structure and should contact the Planning and Development Department – Building Services Branch, and discuss the requirements with the Building Assistant at (705) 645-5264 ext. 236.
2. The Renter understands that locates may be required before erecting a tent. For locates, the Renter should contact Ontario One Call at (800) 400-2255.

Signage

1. The erection, placing and display of all signage must be in compliance with the Town of Bracebridge and District of Muskoka Sign By-Laws;
2. The Renter must obtain a sign permit by contacting the Building Services Branch at (705) 645-5264 ext. 236 in order to display event signage within the Town of Bracebridge roads and provide the Town with a copy of the sign permit prior to the event;
3. The Renter may also require a sign permit for District Roads and may obtain this permit by contacting the District at (705) 645-2100 ext. 222 and must provide a copy to the Town prior to the event; and
4. The Renter must have obtained the necessary sign permit prior to erecting, placing or displaying any event signage within the Town of Bracebridge.

Staffing & Security

1. The Town reserves the right to designate Town staff to attend any event to ensure that all regulations are being observed and respected;
2. 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;
3. The name of the key contact person(s) for the night must be presented to the Town's staff or Security staff(s) that are on duty the night of the event;
4. The number of persons using the Facility must not exceed its approved capacity of 40 people per floor;
5. The Town reserves the right to require 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; and
6. 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.

Alcoholic Beverages & Bar/Concessions

1. The Renter must obtain a Special Occasion Permit from the A.G.C.O (Special occasion permit must be issued to the individual obtaining the insurance), provide a copy to the Town one week prior to the event, and display it on the wall of the bar during the event;
2. The Renter must ensure all alcohol servers are Smart Serve certified and provide the Town with copies of each Smart Serve certification;
3. When alcoholic beverages are being served, the Renter is required to provide supervisors and/or sufficient security to effectively monitor the entrances and exits;
4. When alcoholic beverages are permitted, alcohol is to remain in the licensed area only and must not be served to people under 19 years of age;
5. The Renter must ensure all drinks are served in disposable paper or plastic containers or original aluminum cans. No glass is permitted, except when it is being used by servers in a bar setting; and
6. The Renter agrees to recycle any applicable materials. Stemware will be allowed at events for wine and champagne during dinner and removed and discontinued after dinner.

Smoking Regulations

1. All events must be in compliance with the Smoke Free Ontario Act. Please contact the Tobacco Enforcement Officer, Simcoe Muskoka Health Unit, at (705) 309-2599 if you have any questions;
2. Smoking or E-cigarettes/Vaporizers is prohibited within the Woodchester building and within 20 metres outside of the facility; and
3. Smoking or E-cigarettes/Vaporizers is prohibited in and around any area where food or beverages are served.

Animals and Exotic Animals

1. No pets or animals are permitted in Town owned facilities at any time, unless they are service animals or under the discretion of the Town for accessibility purposes; and
2. No exotic animals of any kind are permitted inside or outside Woodchester. The Renter agrees to abide by the Town of Bracebridge Exotic and Native Animals By-Law by contacting the Chief By-Law Enforcement Officer at (705) 645-5264 ext. 252.

Prohibited Activities

1. There will be no use of confetti, rice, silly string or similar items;
2. The parking of vehicles outside of designated parking areas is prohibited. Woodchester Lot on Entrance Dr. is the designated parking area for Woodchester attendees;
3. Changes or alterations to the Facility without written approval of the Town is prohibited;
4. There will be no posting or displaying of offensive material and no inappropriate activity as determined in the sole discretion of the Town staff;
5. There is absolutely zero use of open flames, including but not limited to the use of birthday candles, lighters or matches; and
6. There shall be no use of pyrotechnics or fog machines.

TERMS & CONDITIONS

1. The Renter will state the area of the Facility requested for event use on the attached site map and will endeavour to keep the event located in this area, in order that other patrons may enjoy the Facility;
2. Amenities include:
 - Two portable toilets onsite;
 - An accessible portable toilet;
 - Outside Grounds;
 - Gravel path leading to Facility from Entrance Dr.;
 - Paved walk-way circling the Facility and leading to accessibility ramp that leads up to the front entrance of the Facility; and
 - Outdoor Public benches throughout the Facilities property.
3. The Renter agrees to refrain from placing any displays, equipment, vehicles, or any other items within 5 (five) feet of the Woodchester Facility unless with written approval from the Town of Bracebridge;
4. The Renter is responsible for clean-up and removal of all garbage, waste and recycling or additional cleaning and/or maintenance fees apply;
5. Maximum attendance and capacity for inside the Facility is 40 people per floor at any one time;
6. The Renter understands that at no time should the stairs leading up to the third floor be used and that all access to the third floor is strictly prohibited.
7. A mini fridge, counter, and sink are available for use. The Renter will ensure that the kitchen and equipment is cleaned and returned to its proper place or cleaning and/or maintenance charges will apply;
8. As part of the original Woodchester Facility, there is a fireplace located in the Sitting Room on the main floor. The Renter acknowledges this is for decorative purposes only and the Renter or any person from within the Renter's group is denied use of this fireplace;
9. All furniture used by the Renter must be returned clean and in the same condition from which it was first borrowed. If damaged, a cleaning and/or maintenance fee will be applied to the Renter.

GENERAL FIRE & SAFETY POLICIES, REGULATIONS, AND CONDITIONS

1. The Town staffs will provide information as to where the Fire Evacuation routes are in Woodchester. Please ask and understand where these routes are and be familiar with the Life Safety Systems;
2. The Woodchester Facility has Fire Alarm pull boxes located throughout the building. You must be familiar with the locations in the area that you are renting, understand the purpose of the pull box and preplan your evacuation routes in order to allow easy evacuation from the area that you are renting and also the Facility in general;

3. The Woodchester Facility is equipped with a Single Stage Fire Alarm System and smoke detectors. Once you hear the fire alarm or smoke detector you must prepare for immediate evacuation directly to the outside of the building. Every person that is using the Facility in the specific area that you have rented is directly under your responsibility. A coordinated and orderly evacuation is required immediately upon hearing the fire alarm or smoke detector;
4. Renters of any portion of Town owned Facilities must be aware of the location and type of fire extinguisher in the area in which you are renting. Ensure that the fire extinguisher is fully serviceable and that the tag has been signed with the current monthly inspection. If, for any reason, the fire extinguisher requires an inspection or service, please bring this to the attention of the staff;
5. Renters are required to identify any persons in attendance that may be disabled or challenged. The Renter is responsible to safely evacuate anyone with special needs;
6. No use of open flames is allowed, including but not limited to the use of birthday candles, lighters, or matches. No use of pyrotechnics or fog machines is allowed. Anyone who is in contravention to this regulation may be subject to charges under the Fire Protection and Prevention Act;
7. All hallways and means of exit are required to be kept clear at all times. Any obstruction, including over occupation of persons, must not block hallways used as a means of egress to the outside; and
8. Once the Fire Alarm has sounded and all patrons have been safely evacuated, the Renter must call 911 in order to notify the Bracebridge Fire Department.

ACKNOWLEDGEMENT

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I _____, hereby agree to adhere to all the above noted conditions that apply to this rental/booking and understand that in addition, I must comply with all and any other laws for the Province of Ontario, and Federal and Municipal law and regulations that may be applicable.

The Renter acknowledges he/she has read this Rental Agreement AND Site Specific Terms and Conditions, understands it and agrees to be bound by its terms and conditions. WHERE THE RENTER IS NOT A CORPORATION, THE RENTER UNDERSTANDS THAT THE RENTER IS LEGALLY OBLIGATED UNDER THIS CONTRACT IN HIS/HER PERSONAL CAPACITY.

The Renter must return a signed copy of this Rental Agreement to the Town at the time of booking. A facsimile copy of the Renter's signature shall be sufficient and binding.

The Rental Agreement may be executed in any number of counterparts with the same effect as if all parties had signed the same document. All counterparts shall be construed together, and shall constitute one and the same Rental Agreement.

The Renter has reviewed the Facility Rental Agreement and acknowledges it is accurate. The Renter has read this Rental Agreement and agrees to be bound by this Rental Agreement including its terms and conditions.

The Renter:

The Renter's Printed Name (first, last)

The Renter's Signature

Date Signed

If Renter is a Corporation: I/We have the authority to bind the Corporation.