



# The Corporation of the Township of Nairn and Hyman

## BY-LAW NUMBER 2007-11

### BEING A BY-LAW TO ADOPT A HALL RENTAL POLICY FOR THE NAIRN COMMUNITY CENTRE

**WHEREAS** the Corporation of the Township of Nairn and Hyman maintains the Nairn Community Centre which provides a variety of services to the public;

**AND WHEREAS** the Council of the Corporation of the Township of Nairn and Hyman deems it desirable to adopt a hall rental policy for the Nairn Community Centre;

**NOW THEREFORE** the Council of the Corporation of the Township of Nairn and Hyman hereby enacts as follows:

1. That a hall rental policy for the Nairn Community Centre be hereby adopted as per the attached schedule "A" to this by-law.
2. That this by-law shall repeal any other By-laws that may be inconsistent with the provisions contained herein.
3. That this By-law comes into full force and effect on the date of passage thereof.

READ A FIRST, SECOND AND  
THIRD TIME AND FINALLY PASSED  
THIS 2<sup>ND</sup> DAY OF APRIL, 2007.

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REEVE

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CLERK



# The Corporation of the Township of Nairn and Hyman

## SCHEDULE "A" TO BY-LAW NUMBER 2007-11

### NAIRN COMMUNITY CENTRE HALL RENTAL AGREEMENT

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

B E T W E E N

THE CORPORATION OF THE TOWNSHIP OF NAIRN AND HYMAN,  
herein known as the PARTY OF THE FIRST PART (lessor)

A N D

NAME \_\_\_\_\_  
herein known as the PARTY OF THE SECOND PART (lessee)

ADDRESS \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_

THE PARTIES DO HEREBY COVENANT AND AGREE:

- A. THE PARTY OF THE FIRST PART (lessor) acknowledges and agrees:
1. To rent the premises of the NAIRN COMMUNITY CENTRE, namely the hall, kitchen and bar facilities or parts thereof, to the PARTY OF THE SECOND PART (lessee) for the purpose of a \_\_\_\_\_  
on \_\_\_\_\_ (date required) between the hours of \_\_\_\_\_ and \_\_\_\_\_ or otherwise stipulated on the lessee's Special Occasion Permit.

2. To supply other hall facilities as requested by the lessee, provided agreement in writing is made with the municipality at the time of the application.

B. THE PARTY OF THE SECOND PART (lessee) acknowledges and agrees:

1. That the hall concerned is represented by the Corporation of the Township of Nairn and Hyman.
2. To indemnify and save harmless the Corporation of the Township of Nairn and Hyman and its agents from any claims for damages arising out of or in consequence of the said rental dates and time granted by this agreement.
3. To undertake the responsibility and liability for any damage occasioned by any person(s) attending the function.
4. That the Corporation of the Township of Nairn and Hyman and its agents will not be liable for any loss of or damage to the lessee's property, and the lessee releases the Corporation of the Township of Nairn and Hyman and its agents from any claims thereof.
5. To assume full responsibility for the property damage, including breakage of kitchen plates, glasses, cups and also bar glasses and other equipment.
6. No motor vehicle(s) will be parked, stopped or left at the Township of Nairn and Hyman Fire Hall (66 McIntyre Street) at any time. Temporary parking between the Township of Nairn and Hyman Fire Hall and the Nairn Community Centre is permitted only for the UNLOADING OF GOODS. Once goods have been unloaded, the vehicle must be removed from the Fire Hall parking lot immediately. Parking of vehicles on the roadway near the fire hall is also prohibited.
7. Any vehicles found in contravention with section B6 of this agreement may be towed away to a suitable place and all costs and charges associated with the removing, care and storage thereof, if any, is a lien upon the registered motor vehicle(s).
8. A minimum deposit is required with an application for hall rental, if a fee is to be charged. The balance of the fee must be paid before the date of the function.
9. A refund of the minimum deposit is reimbursed only if the hall rental is canceled before thirty (30) days notice of the hall booking. If canceled with the thirty (30) days of the hall booking, the deposit will not be reimbursed.

\_\_\_\_\_  
The Party of the Second Part (Lessee/Applicant)

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Name of Applicant (Please print clearly)

\_\_\_\_\_  
The Party of the First Part (Lessor/Township)

\_\_\_\_\_  
Dated

10. The party of the second part (lessee) agrees with the following charges:

Main hall.....	\$ _____
Main hall with kitchen.....	\$ _____
Main hall with kitchen and bar.....	\$ _____
Goods & services tax.....	\$ _____
TOTAL COSTS.....	\$ _____
Less minimum deposit.....	\$ _____
Balance owing.....	\$ _____

11. ATTENTION TO ALL PERMIT HOLDERS

It is the responsibility of the holder of the permit to observe the following rules and regulations as set out by the Alcohol and Gaming Commission of Ontario and the Corporation of the Township of Nairn and Hyman.

- a) Not to serve liquor to any person under the age of majority.
- b) The total number of admissions to any one performance will not exceed the regular seating capacity of the hall. Seating capacity is two hundred and four (204).
- c) The permit holder will not sell or serve liquor unless there is a supply of food sufficient to serve to the persons attending the event to which the permit applies.
- d) To maintain order as the permit holder is liable for damages done to any equipment and the building.
- e) Under the Liquor Licence Act, the permit holder will remove all evidence of the service and consumption of liquor within forty-five minutes after the end of the period during which liquor may be sold or served under the permit.
- f) All ashtrays are to be inspected for burning material, and are to be emptied in a metal container and stacked at the bar immediately after the function. DO NOT EMPTY ASHTRAYS INTO GARBAGE BAGS OR GARBAGE CONTAINERS.
- g) To close the bar according to the time specified on the permit.
- h) All garbage is to be deposited in the garbage container at the back of the building immediately after the function.
- i) To make certain that hall equipment of any nature is not removed from the premises.

- j) Proof of a special occasions permit must be presented before the keys to the community centre are given for a licenced function. A copy of the Special Occasions Permit must be submitted to the Township of Nairn and Hyman before any function.
- k) No tape of any kind is to be used on the wall or ceiling tiles of the community centre. Fun tack may be used.
- l) Because of air movements when the heating or air-conditioning units are being operated, streamers, balloons or the like must be put up and taken down on the same day that the event is occurring. The decorating of the community centre with these items before and after an event is not allowed. Air movement will cause the decorations to move and set off the alarm system.
- m) Tape of any sort is not to be placed on the floor tiles.
- n) All tables and chairs are to be left out.
- o) The lessee must remove all of their belongings by noon the day after the event.
- p) The holder of the permit will be responsible for the conduct of all persons attending at any function, whether an admission fee is charged or not and will indemnify the Corporation of the Township of Nairn and Hyman for all loses or damages to the community centre or furnishings.
- q) The Corporation of the Township of Nairn and Hyman will not be responsible for personal injury or damage, or for the loss or theft of clothing or equipment of the applicant.
- r) The Corporation of the Township of Nairn and Hyman reserves the right to refuse or revoke any application.
- s) Applications will be made on the prescribed forms to the Corporation of the Township of Nairn and Hyman not later than fourteen (14) days before the date of the function.
- t) Anyone using the community centre at no charge or at the discounted rate are responsible for clean up.
- u) Insurance coverage for the liability imposed on the lessee's of our property is against third-party liability claims when the community centre is being rented for the time and date specified in the hall rental agreement. The consumption of food is excluded from this coverage.
- v) The Corporation of the Township of Nairn and Hyman may supply upon request the following electrical appliances provided they are available for use in the kitchen of the community centre: electrical knife, electrical frying pan and food processor.
- w) The lessee is responsible for the set up of the hall.
- x) **No confetti or similar material of any sort is to be used inside the community centre.**



# The Corporation of the Township of Nairn and Hyman

## NAIRN COMMUNITY CENTRE

### FEE SCHEDULE (As approved - By-law 2007-7)

1. Schedule of fees:

Main hall.....	\$100.00
Main hall with kitchen (does not include dishes)....	\$150.00
Main hall with kitchen (includes all dishes).....	\$200.00
Main hall with kitchen and bar (includes all dishes)	\$300.00
Non profit organizations within the municipality are allowed one free rental every four months not including the bar.....	No Charge
Non profit organizations located outside of the municipality, two non licenced events per year (includes main hall with kitchen).....	\$ 50.00
Security deposit for above all paid rentals.....	\$100.00
Funeral receptions for residents from this municipality.....	No Charge
Meetings of non profit organizations from this municipality.....	No Charge
Residents from this municipality receive a reduction in all community centre rental fees, except for the bar rental, minimum booking deposit, security deposit and hourly rentals.....	Less 50%
Hourly rental of the community centre for instructional groups when there is a charge for attending instruction.....	\$15.00 per hour
Minimum deposit.....	\$ 25.00

2. Anyone renting the entire community centre facilities (hall, kitchen and bar) for two consecutive days will receive the second day rental for half price.

3. Anyone serving alcoholic beverages of any type must rent the bar facilities. Applicants are eligible for the lessee's liability insurance when serving alcoholic beverages for that particular function. The fees associated with this insurance are included with the hall rental fees for the bar facilities.



**The Corporation of the  
Township of Nairn and Hyman**

**SCHEDULE "C"**

**APPLICATION FOR  
LESSEE'S LIABILITY INSURANCE**

NAME OF LESSEE: \_\_\_\_\_

ADDRESS OF LESSEE: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

RENTAL LOCATION: \_\_\_\_\_

DATE(S) AND TIME(S) OF OCCUPANCY: \_\_\_\_\_

\_\_\_\_\_

PURPOSE OF OCCUPANCY: \_\_\_\_\_

EXPECTED ATTENDANCE: \_\_\_\_\_

EXPECTED REVENUE: \_\_\_\_\_

(Admission, food sales, liquor & beer sales and other)

WILL ALCOHOLIC BEVERAGES BE SERVED?    YES                       NO

DATE: \_\_\_\_\_

APPLICANT: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NOTE: Coverage is not in effect until application is applied for and referred back to the Township of Nairn and Hyman. Coverage does not apply to claims arising out of the consumption of food sold or distributed at the above event.