

BY-LAW NO. 2013-22

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 owns and 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 By-law number 2007-11 and any other by-laws that are inconsistent with the provisions contained herein.
3. That this by-law shall come into full force and effect on the date of passage thereof.

Read a first and second time this 3rd day of June, 2013.

Read a third time and passed in open Council this 3rd day of June, 2013.

(Original Signature on File)

Mayor

(Original Signature on File)

Clerk



Schedule "A" to By-law number 2013-22
**NAIRN COMMUNITY CENTRE
HALL RENTAL AGREEMENT**

This agreement made this _____ day of _____, 20_____.

Between

The Corporation of the Township of Nairn and Hyman,
Herein known as the party of the first part (lessor)

and

Name: _____
herein known as the party of the second part (lessee)

Address: _____

Telephone number: _____

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 part 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. Number of people expected: _____.

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

B. The party of the second party (lessee) acknowledges and agrees:

1. That the Nairn Community Centre 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 damages occasioned by any person(s) attending the function on the rental date(s).
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 any property damage, including breakage of kitchen supplies and 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. Parking of vehicles on the roadway (66 McIntyre Street) near the fire hall is prohibited.
7. Any vehicle(s) 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 removal, 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 in full before the date of the function.
9. A refund of the minimum deposit will be reimbursed only if notice is given that the hall rental is cancelled before thirty (30) days of the actual hall rental. If the hall rental is cancelled within the thirty (30) days of the actual hall rental, the deposit will not be reimbursed.

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	\$ _____
Harmonized sales tax (H.S.T.)	\$ _____
Total costs	\$ _____
Less minimum deposit	\$ _____
Balance owing	\$ _____

11. ATTENTION TO ALL PERMIT HOLDERS

- a) It is the responsibility of the lessee that if alcoholic beverages are to be served during the hall rental event that a Special Occasion Permit be obtained from the Alcohol and Gaming Commission of Ontario and that a copy of this permit shall be provided to the Township of Nairn and Hyman prior to the actual hall rental. Failure to obtain the necessary permit will result in the cancellation of this agreement for hall rental.
- b) The applicant is required at their expense, to obtain a lessee's liability insurance if alcohol is being served during an event and must include the following:
 - i) a limit of liability of not less than \$5,000,000.00;
 - ii) the Township of Nairn and Hyman shall be named as an additional insured;
 - iii) include any liability arising out of the Liquor Liability Act of Ontario.
 - iv) that thirty (30) days prior notice of an alteration, cancellation or material change in policy shall be given in writing to the Township of Nairn and Hyman.

It is important that the name on the Special Occasion Permit from the Alcohol and Gaming Commission of Ontario is the same name on the lessee's liability insurance. Applications for lessee's liability insurance must be submitted at least thirty (30) days in advance of a hall rental. Failure to obtain the necessary insurance coverage will result in the cancellation of this agreement for hall rental.

- c) It is the responsibility of the lessee to follow all rules and regulations specified by the Alcohol and Gaming Commission of Ontario when serving alcohol during an event.
- d) Not to serve alcohol to any person under the age of majority.
- e) The total number of admission to any one performance shall not exceed the regular seating capacity of the Nairn Community Centre. Seating capacity is two hundred and four (204).
- f) The permit holder will not sell or serve alcohol unless there is a supply of food sufficient to serve to the persons attending the event to which a permit applies (as per the Alcohol and Gaming Commission of Ontario's rules and regulations).
- g) To maintain order as the permit holder is liable for damages done to any equipment and the building.
- h) Smoking of a lighted cigar, pipe or any other lighted smoking material or equipment is not permitted inside the Nairn Community Centre.
- i) To close the bar according to the time specified on the Special Occasion Permit from the Alcohol and Gaming Commission of Ontario.
- j) All garbage is to be deposited in the garbage container at the back of the building immediately after the function.
- k) To make certain that equipment of any nature is not be removed from the premises.
- l) Proof of obtaining a Special Occasion Permit (if alcohol is being served) must be presented to the Township of Nairn and Hyman before the keys to the Nairn Community Centre are given for a hall rental.
- m) No tape of any kind is to be used on the walls or ceiling tiles of the Nairn Community Centre. Mounting putty is permissible.
- n) Streamers, balloons or other similar decorations must be put up and taken down on the same day that the event is occurring. Air movement from the heating and air conditioning units will cause the decorations to move and will activate the alarm from the motion detectors.
- o) Tape of any sort is not to be placed on the floor tiles.
- p) All tables and chairs are to be left out after an event.
- q) The lessee must remove all of their belongings by noon the day after the hall rental.
- r) The lessee will be responsible for the conduct of all persons attending a function, whether an admission fee is charged or not and will indemnify the Township of Nairn and Hyman for all losses or damages to the Nairn Community.

- s) 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 or their guests.
- t) The Township of Nairn and Hyman reserves the right to refuse or revoke any application.
- u) Anyone using the Nairn Community Centre at no charge are responsible for clean up.
- v) The lessee is responsible for the set up of the Nairn Community Centre.
- w) No confetti or similar material of any sort is to be used inside the Nairn Community Centre.

I/We have read and understand the rules and regulations of the Township of Nairn and Hyman pertaining to the rental of the Nairn Community Centre and I/We agree to abide by them. I/We further agree to exercise the utmost care in the use of the facilities and to reimburse the cost of repairing any damage arising from our occupancy.

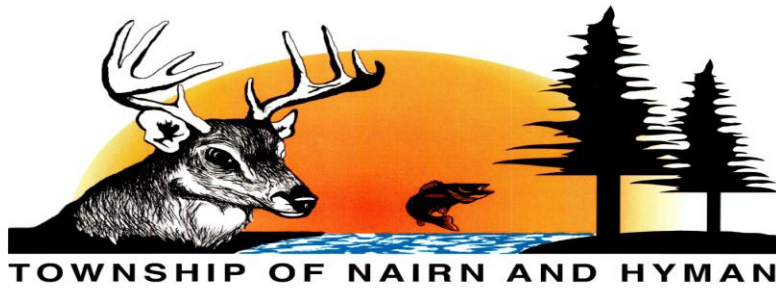
 Party of the Second Part (Lessee/Applicant)

 Dated

 Name of Lessee (Please Print Clearly)

 Party of the First Part (Lessor/Township)

 Dated



Schedule "A" to By-law number 2013-22
Nairn Community Centre
Fee Schedule

1. Schedule of fees:

Main hall (Nairn/Hyman resident fee)	\$50.00
Main hall (non-resident fee)	\$100.00
Main hall with kitchen (Nairn/Hyman resident fee)	\$100.00
Main hall with kitchen (non-resident fee)	\$200.00
Main hall with kitchen and bar (Nairn/Hyman resident fee)	\$200.00
Main hall with kitchen and bar (non-resident fee)	\$300.00
Not for profit organizations located within the municipality (excluding the bar)	No charge
Not for profit organizations located outside of the municipality (excluding the bar)	\$50.00
Individuals or groups from the municipality representing Ontario registered charitable organizations (excluding the bar) A letter from the Ontario registered charitable organization supporting an event must be submitted to the municipality	No charge
Funeral receptions for residents from this municipality (excluding the bar)	No charge
Meetings for not for profit organizations from this municipality (excluding the bar)	No charge
Minimum deposit (if applicable)	\$25.00
Main hall with kitchen and bar for two consecutive days (Nairn/Hyman resident fee)	\$300.00
Main hall with kitchen and bar for two consecutive days (non-resident fee)	\$450.00

For office use only:
Special Occasion Permit #:
Lessee's insurance coverage Name of Insurance Company: Policy #:
Amount owing:
Less deposit:
Amount due:
Amount paid:
Balance owing: