



# Kanata-Hazeldean Lions Club (KHLC)

## Specific Terms and Conditions For Lion Dick Brule Community Centre

**This Document will be Appendix B to the Rental Contract**

### Overview

For the purposes of managing the use and rental of the Lion Dick Brûlé Community Centre facilities, the Kanata-Hazeldean Lions Club (KHLC) acts as an agent of the City of Ottawa, including adherence to General Terms and Conditions as specified by the City of Ottawa Recreation, Cultural and Facility Services.

Unless otherwise specified in this document, the City of Ottawa **General Terms and Conditions for Hall and Facility rentals** apply and are considered to be Appendix A to the Rental Application/Rental Contract. You will find them at <https://ottawa.ca/en/recreation-and-parks/recreation-facilities/rental-information#general-terms-and-conditions>

All **General Terms and Conditions** which apply to the City of Ottawa as a party in the conditions apply to the Kanata-Hazeldean Lions Club as an agent of the City of Ottawa, including Insurance and Indemnification.

### Lion Dick Brûlé Community Centre Specific Terms and Conditions

#### Conditions of Rental - Please Read Carefully

If you have any questions regarding the conditions of Rental, please contact the Lions Rental Manager (LRM) at [rental@khlions.com](mailto:rental@khlions.com).

As this is a City of Ottawa building, there is no smoking or vaping allowed on the premises, nor is the use of Cannabis permitted on the premises.

To maintain the floors in optimal condition, no cleats of any kind are permitted in the building. Similarly, no shoes that leave black marks on the tile are permitted in the building.

To avoid damage to the walls and paint, the Rental Client shall use only masking tape or tacks when decorating. Do not use duct tape or scotch tape.

While fog machines and hazers may add to the ambiance of a function, their products can do irreparable damage to smoke detectors on the premises. As a result, fog machines, hazers or other similar products are not permitted for use in the building.

Rental Clients are requested not to use rice or confetti at functions.

The Rental Client is responsible for all telephone charges made during their rental - no long distance calls. The Rental Client will be responsible for any charges that linked back to the date of your event.

A sufficient number of adults responsible to the Rental Client should be available to ensure proper and appropriate crowd behaviour and building security before, during and after the event.

#### Rental Client Responsibilities for Set Up and Tear Down

All user groups are required to set up and take down the facility equipment used - including appropriate cleaning to ensure the building is left as you found it.



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The KHLC provides a minimum of one hour of Set Up and one hour of Tear Down time at no charge. For large or special events where additional time is required, additional time can be discussed with the LRM.

At the end of the event and when leaving, please:

- Remove all garbage and put garbage bags in the dumpster (or beside if locked or full). If additional cleaning is required, cleaning supplies are provided in the building including brooms, mop and bucket and appropriate cleaners.
- **During this Covid pandemic renters are asked not to use any dishes or utensils in the Kitchen. The fridge may be used to store perishables. Coffee makers and tea kettles may be used – remove coffee grounds and rinse when finished. If dishes or utensils have been used, wash them in the sink and leave them in the grey trays provided. DO NOT PUT THEM AWAY!! They will be sanitized by staff.**
- **To assist with disinfection procedures for Covid-19, clean all tables and chairs with the cleaning product provided. Leave all chairs and tables out in the Centre where staff will disinfect them before putting them away.**
- Ensure all windows are closed, blinds are down and curtains are drawn. Turn off all lights.
- At the end of the event, set the Alarm and lock all exterior doors. Return the keys to the lockbox. NOTE – If changing of the locks and issuing of new keys is necessary due to keys not being returned, the Rental Client will be charged all relevant fees. Estimated cost - \$500.

#### Damage/Cleaning Deposit

All bookings require a \$100 refundable damage/cleaning deposit

The deposits are provided to the KHLC for compensation to repair damage or address post event cleaning issues. The deposit will be returned if there is no damage or excessive cleaning is not required. Should the cost of repairs or cleaning exceed the amount of the Damage/Cleaning deposit, the Rental Client will be notified and held responsible to cover the entire cost of repairs.

#### Sale or Consumption of Alcohol

Alcohol is not permitted on the premises unless the renter requests bar service from the Kanata-Hazeldean Lions Club or obtains their own [Special Occasion Permit](#) from the [AGCO](#). All alcohol consumed on the premises shall be provided through the Kanata-Hazeldean Lions Club Liquor Licence or be purchased under the Rental Client's Special Occasion Permit (SOP).



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If an SOP is obtained, it must be presented along with an indication of who the Server(s) will be for the event and the Smart Serve certification number for the server(s). For large events, more than one server may be necessary.

Where an SOP is obtained, the applicant must show proof of appropriate and adequate insurance for the event. The City of Ottawa requires a minimum of \$2 Million (\$2,000,000) of Liability insurance for small to medium events, with larger events requiring \$5 Million (\$5,000,000).

If, during an event, it is observed that alcohol (wine, beer, liquor, etc.) is being illegally brought into the building, the Kanata-Hazeldean Lions Club may immediately close the facility and future requests from the same Rental Client may be refused.

During the event, proof of majority can only be established through the presentation of an acceptable age of majority card, a driver's license with photo, a Canadian Armed Forces Identification ID or a Canadian passport. A list of suitable ID is found on the [Smart Serve \(link\)](#) website.

The Rental Client or designate must be made available to the Bar Server(s) when assistance is required to manage a person who has been refused entrance, refused service or becomes unmanageable. Failure to respond will require the assistance of the Ottawa Police.

For more information and assistance with planning an event involving alcohol, the City of Ottawa has produced a [Municipal Alcohol Policy \(link\) <https://ottawa.ca/en/city-hall/your-city-government/policies-and-administrative-structure/administrative-policies/alcohol-policy#municipal-alcohol-policy>](#) and Guide to serving Alcohol at Your Event (link) [https://ottawa.ca/en/city-hall/your-city-government/policies-and-administrative-structure/administrative-policies/alcohol-policy#guide-serving-alcohol-your-event](#)

### **Problem Resolution/ Medical Emergencies**

Rental Clients will be provided with a telephone number they may use to contact the LRM should there be immediate problems with respect to cleanliness, internet access, kitchen or kitchen equipment, audio visual equipment, electrical or plumbing systems, or security or smoke alarm systems.

Non urgent problems related to invoices, receipts, rental or insurance rates and access to the building are to be addressed to the LRM by e-mail at [rental@khlions.com](mailto:rental@khlions.com). Should these problems not be resolved to the satisfaction of the Rental Client, they may seek further resolution by contacting the Kanata-Hazeldean Lions Club at [info@khlions.com](mailto:info@khlions.com).

The Lion Dick Brûlé Community Centre is equipped with an AED (automated external defibrillator), a Naloxone kit and a First Aid kit for minor emergencies. Phones are available on site to contact 911 when appropriate.

### **Lost and Stolen Articles**

The KHLC is not responsible for any lost or stolen articles, under any circumstances.



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#### Payment of Damage/Cleaning deposit, Rental and Insurance Fees

Once the Rental Application/Rental Contract has been verified by the Lions Rental Manager, rental and insurance fees plus the \$100 Damage/Cleaning Deposit will be due. Payment options include the following:

- For one-time events, payment will be requested upon receipt of the verified Rental Application/Rental Contract and due no later than 21 calendar days prior to the event.
- For regular Rental Clients, the rental period can be from 1 month (default) to 6 months (e.g. a request for payment may be issued to reserve the next 6 months of monthly 1 hour meetings)

All payments will be made using Interac contactless payment method.

All correspondence will be emailed to the Rental Client using their email address provided.

#### Payment Terms

The KHLC payment policy is to pay prior to use.

Payment will be made by Interac transfers to [rentalpayments@khions.com](mailto:rentalpayments@khions.com).

#### *For initial rentals*

- A \$00 Deposit for all Clients.
- For one-time Rental Clients, payment is due on receipt of the verified Rental Application/Rental Contract and no later than 21 calendar days prior to the event.
- For regular Rental Clients (occasional/on demand, seasonal or annual) the Damage/Cleaning deposit, rental fee, and the insurance fee are due 15 days before the first of the month for the rental period (e.g. 1 to 6 months)

#### *Ongoing rentals*

For occasional or regular bookings, payment is due on the first of the month for bookings within that month, with terms of 30 days. Requests for payment will be issued on the 15<sup>th</sup> of the month for the following month, with the due date of the first of the following month and terms of 30 days. For example:

For payment for rental dates in November, an invoice will be issued on October 15. The invoice due date will be November 1 and terms are 30 days.

Regular Rental Clients asking for one or more additional bookings which occur within the current month require immediate rental/insurance payment.

Late payments (more than 30 days) are subject to compounded interest of 1.25% per month.



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More than one late payment in a 12 month period will be grounds for termination of the rental agreement.

#### *Payment Processing*

Damage/Cleaning deposits, rental fees and insurance fees will be made using Interac contactless payment method and therefore deposited immediately.

User Group Liability Insurance fees collected by the Kanata-Hazeldean Lions Club will be forwarded to Arthur J. Gallagher Canada Limited once quarterly through the City of Ottawa PRCS Risk Program.

Damage/cleaning deposits:

- ◇ One-time event damage/cleaning deposits will be returned after the event if there is no damage or cleaning penalty
- ◇ Damage/cleaning deposits for regular bookings will be returned on an annual basis (likely Sept 1).

#### **Cancellation and Refund**

Cancellations/Contract Modifications:

1. In order to cancel or modify their rental contract, requests must be submitted to the Lions Rental Manager no later than 21 calendar days prior to the day of the event. Such notice will be provided by e-mail to [rental@khlions.com](mailto:rental@khlions.com). Rental and insurance fees will not be refunded once the notification period has expired.
2. The LRM reserves the right to cancel the rental contract at any time in the case of emergencies or when unforeseen circumstances arise. In such cases the LRM will make every effort to provide the contract holder with 24 hours notice of cancellation, however, such notice may not be possible in all circumstances. In the case where the rental period is for more than one day's use, cancellation may be made on any one or more of the booked dates. The LRM will make every attempt to grant the contract holder access to the premises at another time or allow a proportionate rebate for the period of rental time cancelled.
3. The LRM shall have the right to cancel the rental contract immediately without notice if, in the opinion of the LRM, the contract holder or any person(s) using the facility with the consent of the contract holder, wilfully damages Lions property, displays misconduct, unlawfully consumes alcoholic beverages, or is in violation of any terms of this rental contract or a City By-law, City regulation or any applicable Federal or Provincial law.
4. The Kanata-Hazeldean Lions Club will not provide public space, facilities and/or properties within its jurisdiction to an individual or group that supports or promotes views, ideas or presentations which promote or are likely to promote discrimination, contempt or hatred to any person on the basis of race, national or ethnic origin, colour, religion, age, sex, marital status, family status, sexual preference, or disability, gratuitous sex and violence or



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denigration of the human condition. The LRM reserves the right to cancel a contract if any of the above-noted circumstances arise.

5. Non-compliance with the terms and conditions of this contract could result in the immediate suspension of the contract(s) or a written warning. A second incidence of non-compliance will result in the cancellation of the contract.

### General Terms and Conditions

The following add to the City of Ottawa General Terms and Conditions as they apply to rental from the KHLC for the Lion Dick Brûlé Community Centre.

#### SAFETY and RESPONSIBILITY

##### Insurance

Contract holders bear sole responsibility for liability coverage for bodily injury, death and damage to property in one of the following forms; Commercial General Liability, Special Events Liability, Home Owners' Personal Liability, Tenants or Condominium Owners' Personal Liability.

The City of Ottawa offers renter insurance for activities in City facilities and community centres through the broker Arthur J. Gallagher Canada Limited via Gameday Insurance. The name for this program is the User Group Liability Program (UGLP). Gameday provides guidelines on determining insurance for low and medium risk activities including a set of rate sheets and guidelines for each category of risk. The LRM is authorized to fix the rate or low and medium risk events based on these rate sheets/guidelines.

For events including alcohol or higher levels of risk, the KHLC requires the contract holder to either provide a certificate of insurance compliant with City of Ottawa requirements or purchase User Group Liability Insurance through the City of Ottawa PRCSRISK program, which can be arranged through the Lions Rental Manager..

#### INDEMNIFICATION

The Contract Holder agrees to indemnify and save harmless the KHLC and City of Ottawa from all claims, demands, causes or action, loss, costs or damages that the KHLC or City of Ottawa may suffer, incur or be liable for resulting from the contract holder's negligence, acts or omissions, obligations, failure to adhere to the terms of conditions related to the holding of the event described in the contract.