

Lion Dick Brûlé Community Centre

Specific Terms and Conditions

Overview

For the purposes of managing the use and rental of the Lion Dick Brûlé Community Centre facilities, the Kanata-Hazeldean Lions Club (KHLC) is 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.

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 Lion Dick Brûlé Community Centre Rental Agent at rental@khliions.com.

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 or painter's tape or tacks when decorating. Do not use duct tape or scotch tape.

To avoid damage to walls, floors or fixtures, the playing of any indoor sports, e.g., hockey, soccer, broomball, etc., is **strictly prohibited**.

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.

Lessees are also requested not to use rice or confetti at functions.

The Lessee is responsible for all telephone charges made during their rental - no long distance calls please. The Lessee will be contacted should any charges arise linked back to the date of your event.

A sufficient number of persons responsible to the Lessee should be available to insure proper and appropriate crowd behaviour and building security before, during and after the event.

Contract Holder Responsibilities for Set Up and Tear Down

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

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 Booking Agent.

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

Ensure all windows are closed, blinds are down and curtains are drawn. Turn off all lights.

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.

If using the kitchen, please ensure everything is cleaned and turned off. If any of the appliances or accessories of the facility have been used, e.g., dishes, cutlery, etc., make sure they are cleaned and returned to the appropriate location.

Clean all tables and chairs as required with the cleaner provided and then put them away. Tables should be put away on the mobile carriers. Chairs should be stacked on the wheeled carriers and stored in the storage room.

If using anything hot on the tables, please put something under the object to prevent marking or damaging the table.

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 renters will be required to provide a \$100 damage deposit as part of the rental contract.. This is available to the KHLC for compensation for damage or post event cleaning issues.

For one time renters the payment will be returned after the event if damage does not occur or excessive cleaning is not required.

Sale or Consumption of Alcohol

All alcohol consumed on the premises shall be provided through the Kanata-Hazeldean Lions Club Liquor Licence or be purchased under the Lessee's Special Occasion Permit (SOP).

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 as described later. 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 applicant may be refused.

During the event, proof of majority can only be established through the presentation of an 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 website.

The Lessee (sponsor or agent) or designate will be made available upon request 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.

Problem Resolution/ Medical Emergencies

Renters are requested to contact the Lion Dick Brûlé Community Centre Rental Agent at 613 983-5857 should there be immediate problems with respect to cleanliness, internet access, kitchen or kitchen equipment, electrical or plumbing systems, or security or smoke alarm systems. Similarly, problems related to invoices, receipts, rental or insurance and access to the building should also be addressed first with the Rental Agent by phone or by e-mail at rental@khlions.com. Should these problems not be resolved to the satisfaction of the renters, they are requested to e-mail the Kanata-Hazeldean Lions Club at info@khlions.com.

The Lion Dick Brûlé Community Centre is equipped with an AED (automated external defibrillator) 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.

Invoices, e-transfers, Cheques and Receipts

Invoices will be issued for all payments (bookings and security deposit). Invoicing options include the following:

It is preferred that rental invoices are paid by e-transfer to payments@khlions.com.

Cheques may be used to pay invoices and must reference the invoice type (rent or damage deposit) and invoice number either on the cheque or on a separate note attached/included with the cheque.

Cheques can be mailed to the Kanata-Hazeldean Lions Club, 170 Castlefrank Road, Kanata K2L 2K6 OR delivered directly to our Booking Agent. Arrangements may be made for the latter by contacting our Booking Agent at rental@khlions.com or 613 983-5857.

A Receipt will be issued on receiving each payment.

Unless other arrangements are made with the Rental Agent, invoices and receipts will be e-mailed by the CCRA to the individual making the booking or to the Primary Contact identified for a specific organization.

Payment Terms

The KHLC payment policy is to pay prior to use, unless otherwise negotiated.

Payment may be made by e-transfer, cheque or cash.

For initial rentals

- All renters – a \$100 cleaning/damage deposit is required.
- For one-time renters, the rental fee is also due on signing the contract or no later than 21 days before the event
- For regular renters (occasional/on demand, seasonal or annual) the rental fee, the security deposit (if required) are due upon receipt of invoice.
- Penalties for late payments/NSD cheques:

Bounced (NSF) cheques will be subject to a \$25 handling fee.

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

More than 1 NSF cheque or late payment in a 12 month period will be grounds for termination of the rental agreement.

Payment Processing

Rental fees will be deposited immediately

Security deposits:

- ◇ One-time event cleaning/damage payments will be held and returned after the event if there is no damage or cleaning penalty

Cancellation and Refund

The following is the cancellation and refund policy

- 48 hours minimum notice for individual booking change/cancellation for regular customers (e.g. occasional, seasonal, annual) for 1 to 3 hour events.
- 10 days minimum notice for one-time events or larger events

Refund of insurance purchased through Insurance Risk Coverage Inc. will be subject to the terms and conditions of that company. Go to the ***IRC Portal*** for more information.

The security deposit will be returned (if applicable) for any cancellation.

Cleaning/Damage Deposit

A Cleaning/Damage deposit of \$100 is required for all renters subject to KHLC consideration for damage and excessive post event cleaning. For one time renters, the payment will be returned if damage does not occur or excessive cleaning is not required.

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 Kanata-Hazeldean Lions Club requires a minimum of \$2,000,000.00 of liability coverage for all rentals. The KHLC requires the contract holder to either provide a certificate of insurance compliant with City of Ottawa requirements or purchase insurance through the Instant Risk Coverage program using the ***IRC Portal***.

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.