

THE TOWNSHIP OF ST. JOSEPH
EVENT TENT RENTAL FORM
Terms & Conditions for Users



NO BOOKING SHALL BE CONSIDERED CONFIRMED UNTIL SUBMISSION OF THE APPLICATION FORM AND APPLICABLE DEPOSIT.

The Township will:

1. Supply, transport and install the tent(s) in a clean, respectable condition in advance of the event. Tent rentals are not permitted outside of Richards Landing.
2. Dismantle and transport the tent(s) at the close of the event.

The User is required to:

1. Submit the completed application and applicable deposit a minimum of ten (10) working days in advance of the event.
2. Inspect the tent(s) once they are installed and report any problems to the Township.
3. Should the tent be returned in unsatisfactory condition, the User's deposit cheque shall be cashed and the funds retained by the Township.
4. Leave the tent and grounds in a clean and tidy condition. All garbage is to be placed in bins provided.
5. The User acknowledges and agrees that this agreement may be revoked or cancelled by the Township at any time, with or without cause, and that in the event of revocation or cancellation, the User will have no claim or right to damages or reimbursement on account of any loss, damage or expense whatsoever.
6. The User shall have a right to cancel this agreement providing written notice of cancellation to the Township at least 24 hours prior to the scheduled event.
7. In the event of cancellation in accordance with the terms of this agreement, the full User fee(s) and deposit(s) paid by the User shall be refunded by the Township.
8. The User shall take all necessary steps to ensure that all activities conducted at the event and the behaviour of persons at the event is orderly, safe and abide by all laws and regulations. All staff and/or volunteers, and any and all security or policing for the event shall be the responsibility of the User.
9. The User shall be responsible for the repair of all damage to the tent(s), however caused, arising out of or during the event in addition to the forfeiture of their deposit.
10. In the event of failure to repair or clean the tent(s) or premises to its pre-existing condition within 24 hours of the event, the Township will perform such obligation and the User shall be responsible to immediately pay the Township's costs.
11. The Township makes no warranty or representation as to the condition of the tent for the event and shall have no obligation to make any repair or modification, or to perform any work upon the tent in connection with the event.
12. A Certificate of Insurance naming The Township of St. Joseph as additional insured must be provided prior to the event.
13. THE APPLICANT AGREES TO INDEMNIFY AND SAVE THE TOWNSHIP, ITS AGENTS AND EMPLOYEES, HARMLESS FROM ANY CLAIMS FOR INJURY OR PROPERTY DAMAGE OCCASIONED BY THE APPLICANT AND ALL OTHERS PERMITTED ON THE PREMISES DURING THE RENTAL PERIOD.
14. The Township and the User agree to the following special conditions:
 - It is agreed that there are no representations, warranties, collateral agreements or conditions affecting this Agreement except as expressed herein. No change or modification to this Agreement shall be valid unless in writing and signed by each party.

- This agreement shall enure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

I HAVE READ THE TERMS AND CONDITIONS OF THIS AGREEMENT AND AGREE TO ABIDE BY THE REQUIREMENTS SET OUT HEREIN.

SIGNATURE OF APPLICANT: _____

THANK YOU!

If the event causes persons other than the applicant to be in a position of liability, should there arise any claims for injury or property damage, the following persons do attest to the indemnification of the Township and its agents, employees or officers:

| NAME | ADDRESS | PHONE NUMBER |
|-------|---------|--------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

Personal Information contained on this form is collected pursuant to the Municipal Act, 2001, and will be used only for the purposes stated herein. Questions with respect to the collection of personal information should be addressed to the Freedom of Information and Privacy Coordinator, Township of St. Joseph, P.O. Box 187, 1669 Arthur Street, Richards Landing, Ontario, P0R 1J0.

THE TOWNSHIP OF ST. JOSEPH

TENT RENTAL/USE AGREEMENT

| | | |
|---|--|------------|
| NAME OF ORGANIZATION: | | |
| NAME OF ORGANIZER/CONTACT: | | |
| ORGANIZATION TYPE (PLEASE SELECT ONE) | | |
| <input type="checkbox"/> Island non-profit group/organization | <input type="checkbox"/> Off Island/Non-Resident | |
| <input type="checkbox"/> Private Recreation/Education | <input type="checkbox"/> Private/Commercial Use | |
| ADDRESS OF CONTACT: | | |
| TELEPHONE: | FAX: | EMAIL: |
| INSTALL DATE: | TIME: | # OF DAYS: |
| TYPE OF EVENT: | | |
| WHERE TENT IS TO BE INSTALLED (WITHIN RICHARDS LANDING): | | |
| SPECIAL CONDITIONS: | | |
| NUMBER OF WALLS REQUIRED AND LOCATION: | | |
| CERTIFICATE OF INSURANCE ATTACHED: | | |

| | | |
|--|---|-------------------------|
| FOR OFFICE USE ONLY: | | |
| CERTIFICATE OF INSURANCE PROVIDED (REQUIRED) | | |
| Insurance company name and policy number: | | |
| APPROVED BY: | | |
| RENTAL FEE: | PLUS 13% HST: | TOTAL RENTAL FEE REC'D: |
| DEPOSIT AMOUNT REC'D: Cheque No: | DEPOSIT CHEQUE TO BE RETURNED OR SHREDDED | |

SCHEDULE "A"
BY-LAW 2012-22 (As Amended)

TENT RENTAL FEE SCHEDULE
(Payable at time of Booking)

| USE/USER | FEES |
|---|--|
| Community/Non-Profit Groups/Organizations and Not for Profit event including educational or recreational functions (e.g. meetings, charitable fund raising events) | <ul style="list-style-type: none"> • \$250.00/day + HST = \$282.50 • \$350.00/weekend + HST = \$395.50 • \$700.00/weekly + HST = \$791.00 <p><i>Plus</i></p> <ul style="list-style-type: none"> • \$500.00 cleaning/damage deposit (no tax) PER TENT REFUNDABLE |
| Private, Personal or Commercial Uses (e.g. craft sales, family events, weddings) | <ul style="list-style-type: none"> • \$250.00/day + HST = \$282.50 • \$300.00/weekend + HST = \$339.00 • \$600.00/weekly + HST = \$678.00 <p><i>Plus</i></p> <ul style="list-style-type: none"> • \$500.00 cleaning/damage deposit (no tax) PER TENT REFUNDABLE |
| Non Resident Surcharge (will be applied to any renter who is not a tax payer in The Township of St. Joseph) | <ul style="list-style-type: none"> • \$50.00/day + HST = \$56.50 • \$100.00/weekend + HST = \$113.00 • \$200.00/weekly + HST = \$226.00 <p><i>Balance of Rental fee and cleaning/damage deposit payable PRIOR TO USE</i></p> |

NOTE: Deposit cheques are to be held and only deposited if funds are required for repair or cleaning.

Rental fee listed is for one tent, and includes the cost of Township staff time and equipment to transport, set up and take down of the tents, in addition to the cost of the tent.

Additional fees may be incurred for the use of picnic tables, relocation of garbage and recycling bins, etc.

Example: Township resident, family reunion, one tent, two days
 \$300.00 + \$39.00 HST = \$339.00
 + \$500.00 deposit REFUNDABLE

Non-resident, craft sale, one tent, for the weekend:
 \$300.00 + \$100 surcharge + \$52.00 HST = \$452.00
 + \$500.00 deposit REFUNDABLE