



THE TOWNSHIP OF ST. JOSEPH
CENTENNIAL GROUNDS
RENTAL/USE AGREEMENT

Terms & Conditions for Users

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

The Township will:

1. Provide the grounds in a clean, respectable condition for the event.
2. Provide adequate waste and recycling containers.
3. Provide one key per building rented to the User prior to the event: on the morning of the rental on weekdays, or at the end of the business day on Friday for weekend rentals. The key is to be returned when event is finished. The deposit will be returned when the Grounds have been left in a condition that is satisfactory to the Township.

The User of the Grounds is required to:

1. Inspect the grounds in advance of the event and report any problems to the Township.
2. Set up and take down of furniture, equipment or decorations required for the event.
- ❖ If set up is required the day before the planned event, the renter will be charged an additional day's rental fee.
3. Ensure that all booth doors and windows are closed and locked after the event (where applicable).
4. Provide all cleaning supplies and disposable items. Washrooms will be stocked with basic supplies such as toilet paper, hand soap and paper towel. If all supplies are used during the event the renter will provide surplus supplies.
5. Return key(s) to Township Office after the event. If the office is closed please slip the key(s) through the slot to the left of the door at the Township Office.
6. Pay for or repair any damage to any building, fixtures and/or equipment which occur during the rental period.
7. Leave the premises in a clean and tidy condition.

**** Please ensure all garbage and recycling materials are properly separated and in their respective containers.**

8. 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.
9. The User shall have a right to cancel this agreement by providing written notice of cancellation to the Township at least 24 hours prior to the scheduled event. This



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does not include tent setup fees which will not be returnable once tents are installed by staff. Tents are installed during the week prior to the event. Notice of intent to cancel must be received 7 days prior to the event in order to receive a refund.

10. 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.
11. The User shall ensure no alcoholic beverages are supplied or consumed on the Centennial Grounds, without having first secured a Special Occasion Permit from the Alcohol and Gaming Commission of Ontario. A copy of the Special Occasion Permit will be provided to the Township at least one week before the event.
12. 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 adheres to all by-laws, 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.
13. The User shall supply all cleaning supplies and disposable items (beyond basic washroom supplies in each unit).
14. The Township makes no warranty or representation as to the fitness of the Centennial Grounds or its buildings for the event and shall have no obligation to make any repair or modification, or to perform any work upon the Centennial Grounds or its buildings in connection with the event.
15. A Certificate of Insurance naming The Township of St. Joseph as additional insured must be provided at least one week prior to the event.
16. BY SIGNING THIS AGREEMENT, THE APPLICANT AGREES TO INDEMNIFY AND SAVE HARMLESS THE TOWNSHIP, ITS AGENTS AND EMPLOYEES, FROM ANY CLAIMS FOR INJURY OR PROPERTY DAMAGE OCCASIONED BY THE APPLICANT AND ALL OTHERS PERMITTED ON THE PREMISES DURING THE RENTAL PERIOD.
17. The Township and the User agree to the following special conditions:
 - ❖ 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 it is in writing and signed by each party.
 - ❖ This agreement shall ensure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.



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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

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

SIGNATURE OF APPLICANT

DATE

| | | |
|--|-------|---|
| NAME OF ORGANIZATION: | | |
| NAME OF ORGANIZER (CONTACT): | | |
| ORGANIZATION TYPE (PLEASE SELECT ONE) | | |
| <input type="checkbox"/> Non-profit | | |
| <input type="checkbox"/> Private Recreation/Education | | <input type="checkbox"/> Private/Commercial Use |
| ADDRESS: | | |
| TELEPHONE: | FAX: | EMAIL: |
| DATE: | TIME: | # OF DAYS: |
| TYPE OF EVENT: | | |
| TOWNSHIP EQUIP/PROPERTY WILL BE RETURNED/PICKED UP ON (IF APPLICABLE): | | |



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| | | |
|---|--------|-------|
| FIXTURES or EQUIPMENT REQUIRED: | | |
| SPECIAL CONDITIONS: | | |
| TENT RENTAL REQUIRED (Separate form and additional rental fees apply) # of Tents _____ Location of tents _____ | | |
| INSPECTION OF GROUNDS: | | |
| | BEFORE | AFTER |
| 1. Grounds free of debris (i.e. paper, cans, etc.) | | |
| 2. Garbage barrels emptied | | |
| 3. Toilet facilities clean & undamaged | | |
| 4. Picnic tables clean & undamaged | | |
| 5. Canteen and equipment clean & undamaged | | |
| 6. Booths, Wash Fountains and Drinking Fountains clean & undamaged. | | |

| | | |
|---|---------------|----------------------------------|
| FOR OFFICE USE ONLY: | | |
| CERTIFICATE OF INSURANCE PROVIDED (REQUIRED): | Yes | No |
| COPY OF SPECIAL OCCASION PERMIT PROVIDED: | Yes | No |
| APPROVED BY: | | |
| RENTAL FEE: | PLUS 13% HST: | TOTAL RENTAL FEE REC'D: |
| DEPOSIT REC'D: | AMOUNT | RETURN DEPOSIT CHEQUE OR SHRED?? |



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SCHEDULE "A"
BY-LAW 2022-11
COMMUNITY USE OF THE CENTENNIAL GROUNDS
FEE SCHEDULE (Payable in Advance)

| USE/USER | FEES |
|---|--|
| Non-profit groups for non-profit events (i.e. family reunion) | \$150 grounds rental includes: grounds, one food booth, canteen washroom and grounds grass cut. Parking lot grass, set-up and take down are renter's responsibility. \$30 for each additional food booth \$150 washroom/grounds/food booth refundable deposit if facilities returned in clean and undamaged condition \$60 canteen only |
| Not for Profit Events (ie. Community Night, Eligible Charitable Fundraisers) Township of St. Joseph and Island Wide Groups | \$300 grounds rental includes: grounds, 2 food booths, washrooms and grounds grass cut. Parking lot grass, set-up and take-down are renter's responsibility. \$30 for each additional food booth \$60 for canteen if required \$500 damage and clean-up deposit, refundable if facilities are in clean and undamaged condition |
| Other Groups, private enterprises, for-profit initiatives and or groups from outside of St. Joseph Island | \$400 ground rental includes: grounds, washrooms and grounds grass cut. Parking lot grass, set-up and take-down are renter's responsibility \$60 for each additional food booth \$60 for canteen if required \$500 damage and clean-up deposit, refundable if facilities returned in clean and undamaged condition |
| Baseball League Play, includes use of field and canteen washrooms. | \$100 per team for the season or event |

Large Events (More than 1000 people expected)

- Daily Rate: \$3000
 - Plus \$1.00 per ticket sold
 - Plus 10% of gross bar sales (if event is licensed)
- Damage and Clean-up Deposit of \$5,000 (cash, cert. cheque, or bank letter of credit). refundable if facility and Grounds? and buildings are left in a clean and undamaged condition.
- Rental includes the entire facility. Stage, washrooms, food booths, and beer booths and grounds.
- Renter to be responsible for:
 - Liability insurance in an amount of not less than \$10,000,000 naming The Township



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- of St. Joseph as an additional insured third party;
- All security and policing costs (both on and off the grounds). Number of security and police personnel required to be established by The Township of St. Joseph in consultation with the OPP;
 - Ontario Electrical Safety Authority permit, and inspection of stage power hook-up required prior to all shows;
 - Clean-up and repair of any damage to the facility;
 - Council Permission Required