

Township of Malahide

FACILITY RENTAL POLICIES AND PROCEDURES

The LICENSEE shall obey and observe all policies, procedures, laws, by-laws, and regulations of the Corporation of the Township of Malahide. These by-laws are to include but are not limited to the Municipal Alcohol Policy.

1. HOLD HARMLESS

- 1.1 The LICENSEE personally, and jointly and severally, agrees to indemnify and hold harmless the Township of Malahide harmless from and against any and all loss, claims, actions, damages, liabilities, costs and expenses, including legal fees, in connection with loss of life, personal injury, damage to property or any other loss or injury whatsoever arising from or out of any occurrence in, upon or at the leased premises or the Township of Malahide occupancy or use by the Licensee of the leased premises, or the Township of Malahide or any part thereof, or occasioned wholly or in part by any act or omission of the Licensee or by anyone permitted to be on the leased premises or the Township of Malahide by the Licensee. If the Township of Malahide shall, without fault on its part, be made a party to any litigation commenced by or against the Licensee, then the Licensee shall protect indemnity and hold the Township of Malahide harmless and shall pay all costs expenses and reasonable legal fees incurred or paid by the Township of Malahide in connection with such litigation. The Licensee shall also pay all costs, expenses and legal fees that may be incurred or paid by the Township of Malahide in enforcing the terms and covenants and conditions of this Agreement, unless a court of law shall decide otherwise.

2. INSURANCE

- 2.1 The LICENSEE shall obtain and maintain general liability insurance at its own expense, in a form satisfactory to the Corporation of the Township of Malahide and in an amount not less than \$2,000,000.00 (two million dollars) and provide evidence of this insurance two (2) weeks prior to use of occupation of Corporation facilities. Such insurance shall include the Corporation of the Township of Malahide as additional insured with respect the LICENSEE'S operations and obligations under this agreement. Further, such insurance shall not be cancelled or permitted to lapse unless the insurer notifies the Township of Malahide in writing at least thirty (30) days prior to the date of the cancellation or expiry. These conditions relating to insurance shall be deemed a breach of the Agreement. The Township of Malahide reserves the right to request, from time to time, such other amounts and type of Insurance as meet the requirements to the event. In the event alcohol is being served, it is mandatory that Party Alcohol Liability Insurance be purchased.

3. SPECIAL OCCASION PERMIT HOLDERS – Alcohol & Gaming Commission of Ontario (AGCO)

- 3.1 The LICENSEE is responsible for the safety and sobriety of people attending the event as well as compliance with the Alcohol & Gaming Commission Act and Regulations.
- 3.2 The LICENSEE shall abide by the Rules and Regulations as set out by the Alcohol and Gaming Commission of Ontario with regards to a Special Occasion Permit (SOP).

3.3 Alcohol serving hours for Special Occasion Permit (SOP) events:

Monday to Saturday: 11am to 1am.

Sunday: 12 noon to 1am

New Year's Eve (December 31): 11am to 2am

- 3.4 Of course, the Licensee or permit holder may choose shorter hours of operation. In addition, restricted hours of sale and service may be established as a condition of a licence.
- 3.5 Serving hours remains the same on federal, provincial, and municipal election days.
- 3.6 Special Occasion Permit signatory must attend the event and be responsible for making decisions regarding the operation of the event.

4. SERVER TRAINING

- 4.1 All bartenders, monitors and servers must complete the "Smart Serve Training Program" as set out by the AGCO in the responsible service of alcoholic beverages.

For further information contact:

Smart Serve ® Ontario

www.smartserve.org

5405 Eglinton Avenue West, Suite 106

Toronto, Ontario N9C 5K6

Tel: (416) 695-8737

Toll-free: 1-877-620-6082

Email: general@smartserve.ca

5. BAR SALES

- 5.1 A sign will be prominently posted at the bar and at the ticket counter stating the law on serving to intoxication. The sign will read, "It is against the Liquor Licence Act of Ontario for licenced establishments to serve customers to intoxication. For this reason, servers in our facilities are required to obey the law and not serve anyone to intoxication. We are also pleased to offer non-alcoholic beverages."
- 5.2 As a requirement for a facility permit involving an Alcohol Permit, the organizing group must ensure that a minimum of 30% of the alcohol beverages available must be of a low alcohol concentration level, (less than 5% alcohol). Non-alcoholic beverages must be readily available and priced significantly below any alcoholic beverage.
- 5.3 In Ontario the legal age to drink alcohol is 19 years old. The legal age to serve alcohol in a licenced establishment is 18 years old. "Serving alcohol" includes taking drink orders, taking payment for alcoholic beverages, stocking the refrigerator or bar area, and bartending.
- 5.4 It is the responsibility of the bartender to check the identification of people they suspect are under 19 years of age. The only acceptable forms of age identification include:

- an Ontario driver's licence with a photo
- a Canadian passport with a photo
- a Canadian citizenship card with a photo
- a Canadian armed forces card with a photo
- a photo card issued by the former Liquor Licence Board of Ontario (LLBO)
- an Liquor Control Board of Ontario (LCBO) BYID photo card

5.5 A sign will be prominently posted at the bar stating the type of identification accepted as proof of age.

5.6 No special sale of alcohol will be allowed, e.g. oversized drinks, double shots etc.

5.7 Tickets must be presented at the bar to redeem for drinks and all unused tickets must be refundable.

5.8 Sales of tickets will be limited to four (4) per person per sale.

5.9 The bar is to close at 12.30am, with all alcohol off tables by 1am.

6. BOOKINGS

6.1 The Township of Malahide reserves the right, entirety at its discretion, to accept or reject any application for the use of any facility or area under its jurisdiction.

6.2 Bookings will not be confirmed until all the requirements as set out in the Township of Malahide's Municipal Alcohol Policy, Elgin St. Thomas Public Health Special Events Food Vendor Application Form, proof of insurance, special occasion permit, and checklist for renters are required two (2) weeks prior to the date of your function. The Township of Malahide reserves the right to cancel your booking if proper documentation is not supplied within the specified time. A business day is defined as Monday to Friday, 8:30a.m.to 4.30p.m. Business days do not include holidays, Saturday or Sunday.

6.3 Notice of cancellation shall be in writing and delivered, faxed or emailed to the Township of Malahide fourteen (14) business days prior to the date of the function. The Renter will be responsible for all rental fees for cancellations with less than fourteen (14) business days notice. All cancellations will result in a \$75.00 administration fee.

6.4 The Township of Malahide reserves the right to change any costs, responsibilities, or operational procedures relating to this agreement. The Township will notify the applicant by registered mail, within ten (10) days of any policy change. Following notification, the applicant has ten (10) days in which to accept or reject the agreement. Should the applicant reject the changes to the agreement, he/she will be entitled to a refund.

6.5. The rental of any facility will not be available on days during which the facilities have been closed by the administration because of inclement weather or other reasons.

6.6 Full day rentals may have access to the facility at 8am on the reserved day unless otherwise stipulated on the agreement. Hourly rentals will have access fifteen (15) minutes prior to the rental.

6.7 No confetti or rice allowed.

6.8 Nothing will be affixed in any way to the walls or permanent structure of the building, e.g., decorations, unless prior approval has been given from the Township representative.

6.8 All facilities under the jurisdiction of the Township of Malahide are smoke free.

7. MONITORS/SECURITY

7.1 The purpose of Smart Serve monitors is to warn, challenge, and report anyone having alcohol outside of the area covered by the licence and to assist as required with unruly patrons.

7.2 The LICENSEE must provide the Township of Malahide with a list of Smart Serve trained monitors, aged 19 or over, two weeks prior to the events. All monitors must be Smart Serve trained.

7.3. All monitors must not consume alcohol while the event is in progress.

7.4 There must be at least one (1) monitor per one hundred (100) participants plus one (1) monitor for each entrance and exit at the facility or area for the first five hundred (500) participants. There must be at least one (1) monitor per two hundred (200) participants for the next one thousand (1000) participants. These minimum requirements may be increased if circumstances warrant or if required by the Management of the Township of Malahide.

7.5 The Management of the Township of Malahide will determine if extra paid security is required based on the type of event being booked. If it is determined that extra paid security is required, it is the responsibility of the LICENSEE to make the necessary arrangements for the paid security and to cover all costs associated with this expense. All paid security must be Smart Serve trained.

7.6 Entry must be denied to intoxicated individuals.

7.7 No person may leave the licenced area with alcohol on his or her person.

8. FOOD AND KITCHEN

8.1 It is the responsibility of the LICENSEE to ensure that the caterer and all personnel involved with the event are aware of and likewise abide by the policies, procedures, terms, and conditions of the rental agreement.

8.2 Every person who intends to sell food to the public must complete and submit a "Special Events Notification Form" two (2) weeks prior to the event date to the Township of Malahide, and this completed form will then be forwarded to Elgin St. Thomas Health Unit for approval.

8.3 All facility rentals preparing and offering food to the public must adhere to the Elgin St. Thomas Health Unit regulations:

- Special Events Notification Form
- Standards for Special Events
- Guidelines for Workers at Special Events

9. MUSIC

- 9.1 The LICENSEE is required by law to obtain a performing rights licence under Tariff 8 remitting the fees as approved by the Copyright Board to SOCAN (Society of Composers, Authors & Music Publishers of Canada) for the use of copyright music at the event.
- 9.2 All applicable licences and fees, in addition to those prescribed in the rental rates, for the entertainment in the Province of Ontario, with regards to SOCAN is the responsibility of the LICENSEE.
- 9.3 Music must cease at 1am and all persons must vacate the facility no later than 2am. The only exception to the 1am closing time would be during a New Year's Eve event when the Special Occasion Permit indicates an expiration time at 2am. In addition, all persons must vacate the facility no later than 3am. Hourly rentals must vacate the facility fifteen (15) minutes after the rental period.
- 9.4 Staff overtime at the current hourly rate will be charged to the renter if the building is not vacated at the times noted above in 9.3.

10. DEPOSITS AND PAYMENT

- 10.1 All facility bookings must be accompanied by a 50% deposit with the remainder of the fees to be paid no later than ten (10) business days prior to the event.
- 10.2 All facility bookings require a capital surcharge included in the overall costing.
- 10.3 All facility bookings by **law** require a SOCAN (Society of Composers, Authors & Music Publishers of Canada) copyright fee based on the number of guests attending the event.
- 10.4 A damage deposit cheque of five hundred dollars (\$500.00) may be required at the time of the booking. Malahide staff will complete a facility rental review prior to and following each rental. If the inspection is to the Township's satisfaction, the deposit cheque will be returned two (2) weeks following the event. Should the Township determine through the post event inspection that damage and/or extra cleaning to the facility or equipment was caused by the Licensee, the entire amount of five hundred dollars (\$500.00) will be retained by the Township. If it is determined that the damage and/or extra cleaning is excessive, a quote for the repairs/cleaning will be obtained, and the Licensee will be responsible for the cost.
- 10.5 At Management's discretion, the deposit fee of five hundred dollars (\$500.00) may be waived for the Founding Organizations, Springfield Lions Club, Springfield Leos Club, Springfield Lioness Club, Springfield Minor Baseball Association, Springfield Youth Programs, Springfield Fun Day Committee, Springfield Christmas Parade Committee, and South Dorchester Optimist Club.

Payment may be made by credit card, cheque, or debit.

Cheques must be made payable to: **THE TOWNSHIP OF MALAHIDE.**

*There is a charge for NSF cheques. The charge will be pursuant to the "User Fee By-Law."

10.6 Rental rates are established annually and subject to change.

11. EVACUATION SITES

- 11.1 The Township of Malahide has designated The Malahide Community Place in Springfield and The South Dorchester Community Hall in Lyons as evacuation sites for use in emergencies. These sites are designated as priority evacuation sites for those who require assistance when a community emergency occurs.
- 11.2 The LICENSEE agrees to indemnify or hold harmless The Township of Malahide for any costs or expenses rising from or out of the necessity to use these sites at a time of rental by the LICENSEE.

12. FIRE SAFETY

- 12.1 The LICENSEE will be responsible in knowing all locations of exits and fire pull stations.
- 12.2 The LICENSEE will be responsible for evacuating all those present in an orderly fashion.
- 12.3 The LICENSEE will be responsible for activating pull stations upon discovery of any smoke or fire.
- 12.4 The LICENSEE will be responsible for making sure that all exits and aisles is kept clear and free of obstacles.
- 12.5 The LICENSEE will be responsible to ensure that candles will be votives only, and encased in a non-combustible material (e.g., glass) and will not be placed on or near any combustible materials.
- 12.6 The LICENSEE will refrain from using unsafe electrical cords or over-loading outlets, and only utilize CSA-approved appliances and electrical equipment.
- 12.7 Under the "Smoke Free Ontario Act," smoking is prohibited in enclosed place where people are employed or where public has access.

INSTRUCTIONS TO TENANT/OCCUPANTS ON FIRE PROCEDURES

IF YOU DISCOVER FIRE:

- Leave the fire area immediately
- Close doors behind you
- Sound the fire alarm by using a pull station if available
- Leave the building via nearest exit
- Call 911
- Know the correct building address (SEE BELOW)
- **ALWAYS REMAIN CALM**

IF YOU HEAR THE FIRE ALARM OR EQUIVALENT:

- Leave the building via the nearest exit at once
- Close all doors behind you
- Try to bring your keys if you lock your door
- Call 911
- Know the correct building address:

Malahide Community Place
12105 Whittaker Road
Springfield, Ontario

South Dorchester Community Hall
49431 Lyons Line
Lyons, Ontario

- **ALWAYS REMAIN CALM**

13. SAFE TRANSPORTATION

- 13.1 Only individuals, group, and/or organizations implementing a safe transportation strategy will be permitted the use of facilities for alcohol related functions.
- 13.2 A sober friend, and/or call a relative, or taxi will drive impaired individuals home.
- 13.3 The LICENSEE must inform patrons through advertising of the taxi service available.

14. ADVERTISING

- 14.1 The following procedure shall be implemented in all facilities under the jurisdiction of the Corporation of the Township of Malahide. The Township of Malahide before posting must approve all advertising.
- 14.2 Display and Bulletin Boards are intended to display information concerning organization or community events. All bulletins and display materials are to be approved by the Township of Malahide prior to posting. Bulletin boards are monitored and any notices/materials not acceptable will be removed.
- 14.3 The Township of Malahide crest/logo may only be used when written permission is received from the Township of Malahide.

15. CONCERNS/COMPLAINTS

- 15.1 The Township of Malahide has a "Workplace Violence" Policy. The purpose of the policy is to minimize and/or prevent violence and unacceptable behaviour in the workplace and to foster the safety and security of Township of Malahide employees, customers, and visitors to their facilities.
- 15.2 The LICENSEE shall be responsible for recognizing the need for assistance during the event, and requesting it from the designated Township of Malahide staff and/ or the Police. All assistance is at the expense of the LICENSEE.
- 15.3 If an incident should occur Malahide staff are responsible for completing a "Violent Incident Investigation Checklist" and a "Violent Incident Report Form."

- 15.4 When an offender has violated this policy, and has been confronted by a Township of Malahide employee or staff member, the offender shall be sent a registered letter by Department Head or designate advising of the violation, and indicating that further violations will not be tolerated.
- 15.5 Should the offender violate the Workplace Violence Policy, Municipal Alcohol Policy or any policies or procedures relating to the facility rental again within one year of receiving notice of a first violation, the offender, LICENSEE, and event organizers shall be suspended from organized use of a Township of Malahide facility or area for a period of one (1) year. A registered letter shall be sent by Department Head or designate to the appropriate contact person advising of the suspension.
- 15.6 All concerns/complaints must be put in writing, to the attention of the Township of Malahide.
- 15.7 The concern, solution/recommendation will be addressed in writing to the complainant. The complainant will sign off on any concern that is successfully addressed.