

Municipality of Hastings Highlands
33011 Hwy 62 N
Box 130
Maynooth, ON
K0L 2S0



Hastings Highlands
Beautiful By Nature

Municipal Office

Tel: 613-338-2811

Fax: 613-338-3292

Toll Free: 1-877-338-2818

Email: info@hastingshighlands.ca

Tracy Hagar
Mayor

2021 RENTAL PAYMENT FORM

Name	
Address	
Contact Number	
Date(s) of Rental	
Facility/Venue Name	
Rental fee (before tax)	
GL account	

Facility	GL acct
Herschel Community Centre	01-4600-7701
Maynooth Community Centre	01-4600-7703
Lake St. Peter Comm. Centre	01-4600-7705
Bangor Community Centre	01-4600-7706
Hastings Highlands Centre	01-4600-7709
Library Program Room	05-4600-7040
Facilities Insurance Recovery	01-4600-5230

Today's Date: _____

**It is the user(s) responsibility to sign out /obtain a key before
4 pm Monday–Friday for their rental.**

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 Mayor

Facility Use Agreement/ Rental Agreement

Please note rental is confirmed ONLY upon full payment and receipt of signed Facility Rental Agreement and applicable **permits, proof of insurance or signed waiver, thereof**. All fees including tax must be paid in full at the time of booking or at least 30 days prior to the facility usage. Advance bookings without payment will only be held for time specified in this agreement.

This Agreement dated	
Facility/Rooms requested	
Purpose of Use	
Organization (if applicable)	
Represented by	
Billing Address	
City/Town	
Postal Code	

Direct Contact Information:

Phone		Cell Phone	
E-mail address			

Date and Time of Use: (Rental times include set-up and take-down time. Extended usage could result in additional fees.)

Day	Start Date	Time	#attending	Day	End Date	Time

Booking without payment shall be held until _____

Payment: Damage Deposit may be requested by Municipality.

Rental Fees	Insurance	Tax	Rental Total	Deposit	Balance	Paid in Full

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Facility Use Agreement / Rental Terms and Conditions

I, user name _____ (herein called the "User" and is of a minimum of 18 years of age) of name of organization _____ agree to rent _____ facility/room from the Municipality of Hastings Highlands (herein called the "Municipality") from the start date _____ to end date _____.

In doing so, I agree to the following:

Indemnification and Hold Harmless Clause

The User shall indemnify and hold harmless the Municipality, and any of its officers, employees, servants, agents, contractors and volunteers from any and all loss, liability, claims or expenses arising out of the use and /or occupation of the property belonging to the Municipality and any of its officers, employees, servants, agents, contractors and volunteers, except to the extent that such loss arises from the independent negligence of the Municipality

Liability Insurance Clause

The User shall, without limiting its obligations or liabilities herein and at its own expense, provide and maintain the following insurances with insurers licensed in Ontario and in forms and acceptable to the Municipality.

Required: **General liability insurance** with a limit of not less than Two Million Dollars (**\$2,000,000.00**), inclusive per occurrence for bodily injury and property damage including loss thereof. Such insurance shall extend to cover the User, its officers, employees, servants, agents, contractors and volunteers and shall include the Municipality, its officers, employees, servants, agents, contractors and volunteers as additionally insured with respect to liability arising out of the use or occupation by the User of the property belonging to the Municipality. **Certificate provided and attached.**

Acknowledge Insurance Requirement- Initial _____

Certificate of Insurance Clause

If the User already has liability coverage they shall provide the Municipality with evidence of all required insurance prior to the event date. Such evidence of insurance shall be in the form of a certificate of insurance. When requested by the Municipality, the User agrees to provide the certified copies of required insurance policies.

Note: These certificates should be issued by the insurer or insurance broker of the User group and must contain the following information:

1. Name of the insurance company and the binder and the policy number
2. Name and address of the insured
3. Policy period (covering at least the period of the facility rental)
4. Description of coverage
5. Policy limits
6. Description of insured operation and location(s)
7. Signature of authorized representative and date. **Initial** _____

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Waiver of insurance

Where the User chooses not to obtain liability insurance, the User hereby acknowledges its voluntary assumption of risk and agrees to indemnify the Municipality. This option is only available for small, private, family rentals of *by-invitation -only* events. Rentals for an event available to the general public and/or serving alcohol must supply liability insurance. Events held by any organization must supply liability insurance. Initial: _____

Waiver of Subrogation Clause

The User hereby agrees to waive all rights of subrogation (the substitution of one person or group by another in respect of a debt or insurance claim, accompanied by the transfer of any associated rights and duties) or recourse against the Municipality with respect to the use of occupation by the use of the premises described in the agreements.

Use of Municipal Name/Logo

The Municipality of Hastings Highlands name and/or logo may not be used to advertise an event unrelated to Municipal Business. It is permitted to name the Facility and its specific venue as the location of the event on invitations.

Damage Deposit

A damage deposit may be requested at the discretion of the Municipality. Damage deposit will be reimbursed to the User by the Municipality within 7 days providing that the facility passes a post-site inspection.

Cancellation Policy

In the event of a cancellation, a **written** Cancellation must be provided to the Municipality by e-mail info@hastingshighlands.ca or in writing to the address on this Facility Rental Agreement and the following terms shall apply:

- if cancellation by the User is received more than 14 days prior to the facility usage, the User will be reimbursed all fees with the exception of a \$20 administration fee. Cancellation Date is the day written notice is **received** by the Municipality.
- if cancellation by the User is received less than 14 days prior to an event, the User will be reimbursed 50% of the total rental fees. Cancellation Date is the day **written notice is received** by the Municipality.

The Municipality reserves the right to cancel a booking or terminate this agreement where:

- the municipality is unable to hold up its obligations for reasons including, but not limited to emergency conditions, strike and labor dispute or an official Municipal/government event under the authority of the Municipal Council and/or Municipal Administrative staff
- an agreement with the Hastings Prince Edward District Public School Board permits Public Schools within Hastings Highlands priority usage based on 14 day notice.

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The Municipality will provide the User as much notice as possible. The Municipality will endeavor to provide the User with an alternate Municipal Facility, if available. Booking priority will be given to paid agreements and/or repetitive usage. If the alternate facility is not suitable to the User, as much notice as possible will be given and full fees will be reimbursed. Where the Municipality cancels a booking for any reason within this agreement, the user agrees that the Municipality is not responsible for any loss or damage suffered by the User.

Security

For safety and security purposes, it is mandatory that access to the facility during the rental period is available by Custodial Services or Staff acting in that capacity. All applicable permits and a completed Facility Rental Agreement must be received by the Municipality before access will be granted and/or keys are released (if applicable).

Compliance with Laws

The User agrees to comply with all local, provincial and federal laws relating to the Facility and its use.

Use

The User will only use the Facility for the purposes outlined in this Agreement and must not permit anything to be brought or done on the premises that would invalidate the Municipality's insurance, increase its premium, or damage the Facility. The Municipality reserves the right to accept or reject any application for the use of its Facilities.

Costs & Loss

The User is responsible for all costs associated with renting the Facility, including all equipment, supplies, additional staffing, set-up and take-down, clean-up and Facility damages, unless otherwise agreed. The Municipality will not be liable to the User for any loss or damage to goods or chattels of the User, its officers, employees, servants, agents, contractors and volunteers.

Incident Reporting Requirement

Following an incident or accident, an Incident Report Form must be completed if medical or first aid is required OR if loss or damage to municipal property occurs. The Incident Report form must be submitted to the Municipality within 48 hours.

Acknowledgement of reporting requirement-initial _____

Warranty

The User recognizes that nothing in this Agreement constitutes a warranty or guarantee as to the fitness, availability or condition of the Facility or that of any equipment given, loaned or rented under this Agreement.

Assignment/Subletting

The User must not assign this Agreement or sublet the Facility without written approval from the Municipality.

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Parking

Handicapped designated parking is posted at each facility and only vehicles with applicable permits are allowed to use these spaces. The through-lane beside the Hastings Highland Centre is an emergency vehicle route and parking is prohibited in this area.

Fire Safety Plan

The User shall comply with the Municipal Fire Safety Plan as follows:

- assign Supervisory Staff duties to three (3) organizers of the event (they can perform other tasks but also serve as Supervisory Staff, example-bartenders, ticket takers, etc.)
- the Supervisory Staff will be trained in advance of the event
 - one of the trained Supervisory Staff shall be the Lead and free to patrol/circulate through or around the building on a fire watch (Hourly)
 - the Supervisory Staff shall call 911 and then sound an alarm using the boat horn at the first sign of any fire in or around the building
 - the Supervisory Staff will direct the occupants to exit the building and gather over in the LCBO parking lot away from the building (Emond Hall event)
 - this will allow the fire department vehicles to respond without delay/obstruction of people too close to the building
- **emergency procedures announcement by the Supervisory Staff at the beginning of the event**
 - **there is no fire alarm system in this building we are required to implement the following alternative measures**
 - **in the event of a fire we will use this boat horn to get your attention and sound the alarm (give a demo using the boat horn)**
 - **if the boat horn is sounded the music/presentation will stop**
 - **all occupants will evacuate the building and meet across in the LCBO parking lot away from the building (Emond Hall event)**
 - **the fire department will be responding with large vehicles please move away from the building to the LCBO parking lot (Emond Hall event)**
- the Lead Supervisory Staff shall meet the first responding fire department vehicle and provide them with details of where the fire is located
- the Supervisory Staff shall make note of all fire extinguishers
- the Supervisory Staff shall make note of all the fire exits **DO NOT BLOCK THE EXITS.**
- all fire exits must be kept clear at all times any displays, materials, etc. must be one (1) metre from any fire exit
- hay/straw bales or other large quantities of easily combustible materials are not permitted as part of displays in this complex

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Music

The User is solely responsible for obtaining copyright authorization /licenses to utilize copyrighted live or recorded music, dramatic or other works on the premises. The User is solely responsible for paying any required copyright royalties to SOCAN.

Signage and Decor

Decor or signage will not be affixed to Municipal property with nails, screws or staple guns, or tape other than green painters tape. Items will not be suspended from the ceiling without **written** approval from Municipal staff. All decoration and adhesive materials must be removed at the end of the event. The User shall not use any special apparatus such as, but not limited to; smoke machines, bouncing castles, tents and scissor lifts/skyjacks, etc without prior written approval of the Operations Manager. Any additional requirements for the use of such apparatus (e.g. insurance, CSA approval, building permits) must be agreed upon by the User. Rice, confetti, decorative sparkles or glitter is not permitted in the facility. Absolutely no open flame is allowed.

Lottery Licenses

Non-licensed gambling or gaming activities are not permitted (e.g. Poker, Raffles, 50/50 Draws, Crown and Anchor, etc.). Lottery licenses are available through the Municipality of Hastings Highlands to qualified charitable organizations only. Rental groups are not allowed to do any type of game and/or draw that would involve handing out, giving away and/or displaying alcohol as a prize. The only acceptable alcohol giveaway is gift cards for this type of draw prize. Examples of activities that are permitted are: Silent Auction and Trivia Contest

Smoking

Smoking is prohibited in Municipal Facilities and is only permitted in designated smoking areas.

Initial _____

Alcohol

Any alcohol use must comply with the Municipal Alcohol Policy, the Alcohol and Gaming Commission of Ontario and the Liquor Licence Act of Ontario. **Initial** _____

Food

Users must obtain a Health Unit **Special Events Application** for any event where food is served to the general public. Users must have a listing of contact information for each specific food item (created/baked/cooked) prepared off site and distributed to their guests for the Public Health Unit to refer to in the event of a food based illness. **Safe Food Handler's Certificate copied and attached.**

Acknowledgement of Health Unit Requirements-Initial _____

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Waste

All waste and recyclable products must be removed from the Facility and made available for pick up in outside designated containers. Users must abide by Municipal waste and recycle procedures.

Cleaning

Where additional cleaning of the premises is deemed necessary by the Municipality, the User agrees to pay the cleaning charge as deemed by the Municipality. Chairs and tables are to be wiped off and returned to storage areas in an organized manner.

- All kitchen areas including the inside of refrigerators are to be wiped off.
- All leftover food is removed from premises. Ensure Ovens and Burners are turned off.
- Coffee and Tea Pots must be emptied and rinsed. Dishes are washed and put away.

Once all floor have been cleared of debris, the Municipal custodian will sweep and scrub floors. Please ensure that once clean-up has been completed all lights are off, and windows and doors are locked, unless otherwise specified.

Covid-19

Indemnification and Hold Harmless Clause

The User understands and agrees that the Municipality of Hastings Highlands (the "Municipality") shall not be liable for any losses or damages incurred by any person using the municipal facility for any event, including but not limited to sickness or death that occurs as a result of the Covid 19 pandemic and the User hereby releases the Municipality from any liability in connection therewith and further agrees to indemnify and hold harmless the Municipality from any claim that may be made by anyone using the municipal facility for such event, against the Municipality in connection therewith.

The User shall defend, indemnify and save harmless the Municipality, its elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the User, its directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way related to the delivery or performance of this Agreement. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the User in accordance with this Agreement and shall survive this Agreement.

The User agrees to defend, indemnify and save harmless the Municipality from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever arising out of or related to the User's status with WSIB. This indemnity shall be in addition to and not in lieu of any proof of WSIB status and compliance to be provided by the User in accordance with this Agreement, and shall survive this Agreement. **Initial** _____

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Washrooms

Washroom facilities will be cleaned according to routine maintenance schedules at all municipal facilities. 2 meter spacing is to be observed while using facilities and as such, stall and sink availability may be reduced to assist in complying with this health regulation.

Commercial General Liability Insurance

Commercial General Liability Insurance satisfactory to the Owner and underwritten by an insurer licensed to conduct business in the Province of Ontario. The policy shall provide coverage for Bodily Injury, Property Damage and Personal Injury and shall include but not be limited to:

- a. A limit of liability of not less than \$2 million /occurrence with an aggregate of not less than \$5 million
- b. Add the Owner as an additional insured with respect to the operations of the Named Insured
- c. The policy shall contain a provision for cross liability and severability of interest in respect of the Named Insured
- d. Non-owned automobile coverage with a limit not less than \$2,000,000 and shall include contractual non-owned coverage (SEF 96)
- e. Products and completed operations coverage
- f. Broad Form Property Damage
- g. Contractual Liability
- h. Work performed on Behalf of the Named Insured by Sub-Contractors
- i. The policy shall provide 30 days prior notice of cancellation

I have read the Facility Rental Agreement and the Facility Rental Terms and Conditions and understand that the Municipality of Hastings Highlands will only deal with the person(s) named on these documents. I understand that all bookings for space are "AS IS". No equipment/tables/services/set-up will be provided unless specified in this Agreement. Any changes to this Agreement must be amended in writing and agreed to by the Municipality and the User.

Signature		Date	
Printed Name		Staff	

2021

Hastings Highlands Facility/Venue Rental Fees -Schedule B

Facility/Venue	Hourly	Daily	Licensed or Admission	Repetitive Usage (3 or more)		
				Educational or Fitness	Meeting or Social	Hall Capacity (Covid restriction July 19, 2021)
Birds Creek Hall - No Kitchen bi-level floors, not accessible	\$15/hr	\$90	N/A	\$8/hr	\$10/hr	51 upstairs/ 62 down total 113 16 upstairs/19 down total 35
Birds Creek Diamond		\$75	N/A	Adult League \$500 per season Children's League no charge		
Birds Creek Soccer		\$75	N/A	Adult League \$500 per season Children's League no charge		
HHC-Emond Hall -without Kitchen	\$35/hr*	\$200*	\$40/hr*	\$15/hr*	\$25/hr*	165 106
HHC Program Room/Kitchen	\$15/hr*	\$90*	\$20/hr*	\$8/hr*	\$10/hr*	15 7
Lake St. Peter Hall	\$15/HR	\$75	\$40/HR*	\$8/HR	\$10/HR	114 dining 36 132 total 42

All charges are subject to HST. **Insurance is required for all rentals**, with limited exceptions.

A security deposit of \$200 (cheque or cash) may be required at the discretion of staff.

*An Attendant Fee may apply of an additional \$20/hr (one hour minimum) with two weeks notice required prior to rental