

**THE CORPORATION OF THE
TOWNSHIP OF BALDWIN**

BY-LAW NO. 732

**BEING A BY-LAW TO ADOPT A HALL RENTAL POLICY FOR
THE BALDWIN RECREATION CENTRE.**

WHEREAS The Corporation of the Township of Baldwin maintains the Baldwin Recreation Centre which provides a variety of services to the public;

AND WHEREAS the Council of the Corporation of the Township of Baldwin deems it desirable to adopt a hall rental policy for the Baldwin Recreation Centre;

NOW THEREFORE the Council of the Corporation of the Township of Baldwin hereby enacts as follows:

1. That a hall rental policy for the Township of Baldwin Recreation Centre be hereby adopted as per the attached Schedule "A" to this By-law.
2. That the Clerk is authorized to make minor revisions to this policy.
3. That this By-law shall repeal any other by-laws that may be inconsistent with the provisions herein.
4. That this By-law comes into full force and effect on the date of passage thereof.

READ A FIRST, SECOND AND THIRD TIME AND FINAL PASSED ON THIS 13TH DAY OF DECEMBER 2010.

REEVE

CLERK/TREASURER

Schedule "A" to By-law No. 732

**BALDWIN RECREATION CENTRE
HALL RENTAL AGREEMENT**

This agreement made this _____ day of _____, 20_____.

Between the Corporation of the Township of Baldwin, herein known as the Party of the First Part (lessor) and;

Name: _____

herein known as the Party of the Second Part(lessee)

Address: _____

Telephone number: _____

The parties do hereby covenant and agree:

A. The Party of the First Part (lessor) acknowledges and agrees:

1. To rent the premises of the Baldwin Recreation Centre, namely the hall and kitchen facilities or parts thereof, to the Party of the Second Part(lessee) for the purpose of a _____ on _____ between the hours of _____ and _____ or otherwise stipulated on the lessee's Special Occasion Permit.
2. To supply other hall facilities as requested by the lessee, provided agreement in writing is made with the municipality at the time of the application.

B. The Party of the Second Part (lessee) acknowledges and agrees:

1. That the hall concerned is represented by the Corporation of the Township of Baldwin.
2. To indemnify and save harmless the Corporation of the Township of Baldwin and its agents from any claims for damages arising out of or in consequence of the said rental dates and time granted by this agreement

3. To undertake the responsibility and liability for any damage occasioned by any person(s) attending the function.
4. If required by the Township: the lessee at their expense, obtain and keep in force during the term of this Agreement, **Commercial General Liability Insurance** satisfactory to the Township, and including the following:
 - i. a limit of liability of not less than \$2,000,000.00;
 - ii. the Township shall be named as an additional insured;
 - iii. the policy shall contain a provision for cross liability in respect of the named insureds;
 - iv. include the any liability arising out of the Liquor Liability Act of Ontario
 - v. products and completed operations coverage (Broad Form);
 - vi. that 30 days prior notice of an alteration, cancellation or material change in policy terms which reduces coverages shall be given in writing to the Township;
5. That the Corporation of the Township of Baldwin and its agents will not be liable for any loss of or damage to the lessee's property and the lessee releases the Corporation of the Township of Baldwin and its agents from any claims thereof.
6. To assume full responsibility for property damage, including breakage of kitchen plates, glasses, cups and other equipment.
7. A \$25.00 deposit and hall rental fee is required with an application for hall rental. The rental fee and deposit must be paid seven (7) days before the date of the function.
8. It is the responsibility of the holder of the permit to observe the following rules and regulations as set out by the Alcohol and Gaming Commission of Ontario and the Corporation of the Township of Baldwin:
 - a) Not to serve liquor to any person under the age of majority.
 - b) The total number of admissions to any one performance will not exceed the regular seating capacity of the hall. The seating capacity is fifty (50).
 - c) The permit holder will not sell or serve liquor unless there is a supply of food sufficient to serve to the persons attending the event to which the permit applies.
 - d) To maintain order as the permit holder is liable for damages done to any equipment and the building.
 - e) Under the Liquor Licence Act, the permit holder will remove all evidence of the service and consumption of liquor within forty-five minutes after the end of the period during which liquor may be sold or served under the permit.
 - f) To close the bar according to the time specified on the permit.
 - g) Proof of a special occasions permit must be presented before the keys to the community centre are given for a licensed function. A copy of the Special Occasions Permit must be submitted to the Township of Baldwin before any function.
 - h) All garbage is to be deposited inside at the front door.
 - i) To make certain that hall equipment of any nature is not removed from the premises.
 - j) Only masking tape and fun tack may be used.
 - k) The lessee must remove all of their belongings by noon the day after the event.
 - l) The holder of the permit will be responsible for the conduct of all persons attending at any function, whether an admission fee is charged or not and will indemnify the Corporation of the Township of Baldwin for all losses or damages to the Recreation Centre or furnishings.
 - m) The Corporation of the Township of Baldwin will not be responsible for personal injury or damage, or for the loss or theft of clothing or equipment of the applicant.
 - n) The Corporation of the Township of Baldwin reserves the right to refuse or revoke any application.
 - o) The lessee is responsible for the set up of the hall.
 - p) No confetti or similar material of any sort is to be used inside the community centre.
 - q) The hall should be left in the same condition as found. If not, the deposit will not be returned as a cleaner is required.
9. The party of the second part (lessee) agrees with the following charges:

Recreation hall	\$ _____
Deposit	\$ _____
TOTAL COSTS	\$ _____

The Township of Baldwin

Lessee/Applicant

Date _____

Schedule "A" to By-law No. 732

**BALDWIN RECREATION CENTRE
HALL RENTAL AGREEMENT**

FEE SCHEDULE

1. Schedule of fees:

Recreation Hall Rental	Hall Only Birthday, showers, etc.	\$50.00
Recreation Hall Rental	Hall only Non-resident	\$75.00
Recreation Hall Rental	Hall with kitchen	\$75.00
Recreation Hall Rental	Hall with kitchen Non-resident	\$100.00
Recreation Hall Rental	Refundable deposit	\$25.00
Recreation Hall Rental	Local Roads Board meetings	\$15.00
Recreation Hall Rental	Self-help groups per month	\$20.00
Recreation Hall Rental	Exercise groups per month	\$25.00
Recreation Hall Rental	Arts & Crafts	\$10.00

2. Anyone renting the entire community centre facilities (hall and kitchen) for two consecutive days will receive the second day rental for half price.