

GENERAL CONDITIONS

This agreement is subject to the following general conditions which are agreed to by the Applicant:

1. To abide by all terms and conditions as laid out in the Township of Scugog Municipal Alcohol Policy.
2. Tentative bookings will be honoured for only 5 days. Payment is required after that. If you cancel after payment is made, with 2 week's notice, a refund of all but \$15.00 will be made unless you have been told another enquiry was made for that date at which time there will be no refund from that point on.
3. To pay at the time of signing of this application, a damage deposit in the amount of \$150.00 for all events.
4. (a) Where additional cleaning of the premises is deemed to be necessary by the Township or the Hall Board, to pay a clean up charge as determined by them to the Township or the Hall Board.
(b) To return the premises back to the general conditions of cleanliness and repair in which it was found. Specifically, **it is expected that all refuse and recycling will be taken away with you;** floors will be swept and/or mopped; that kitchen counter tops and sinks will be left clean; that ovens, stove tops and refrigerator be left clean; that tables and chairs be cleaned and repositioned as found or as otherwise directed. Prior to departure from the premises, the Lessee must ensure that the building is secure, all lights, fans and water pumps have been turned off, there are no taps or toilets running and cupboard doors are left opened or closed as directed.
5. (a) To be responsible for any damage incurred to the premises or Township property as a result of any act or omission of the Applicant or the group named hereon or their members, officers, employees, agents or contractors or any person who attends the function, in the event of such damage, to pay the Township or Hall Board a damage charge in such amount as they determine; and
(b) To check the premises for any damage and report the same to a Township employee of the facility prior to the commencement of the function.
6. That the Township and or Hall Board shall not be liable for any damage to or loss of any property brought into the premises in conjunction with the function by the Applicant or the groups named hereon or the members, officers, employees, agents or contractors or any person who attends the function.
7. To supervise and control all persons in attendance at the function and to restrict such persons to the premises.
8. To abide by the capacities for persons posted or made known for the premises.
9. The Township of Scugog or Facility Representative reserves the right to require the presence of a police officer(s) for an event; the cost of which will be bourn by the sponsoring group or individual. The Applicant will provide the name and badge number of such Officer prior to the event.
10. Not to contravene any statutes or regulations or the Province of Ontario or the Dominion of Canada and any By-Laws of the Township of Scugog or the Regional Municipality of Durham.
11. For a licensed function, to obtain a proper license from the Liquor License Control Board, to provide and deliver all liquor and equipment necessary for the sale and consumption of liquor, to enforce and abide by all regulations governing the sale and consumption of liquor, to remove all remaining liquor and equipment provided immediately following the function and to bear all costs relating to the above.
12. The Township and or the Facility Representative reserves the right to cancel this agreement upon notification to the Applicant at least one week prior to the date of the function, in which event any deposit paid shall be refunded to the Applicant and the Township shall not be liable to the Applicant for any loss or damage.
13. To refrain from the use of **confetti, table sparkles, dance wax, scotch tape, and duct tape** on the premises.
14. To ensure any candles and/or open flames be enclosed within a votive and/or hurricane style container and to make sure they are properly extinguished and/or disposed of at the end of the function.
15. If required by the Township or the Hall Board;
(a) To take out with an insurer licensed to carry on business in Ontario, at the expense of the Applicant, a comprehensive policy of public liability and property damage insurance acceptable to the Township providing insurance coverage in respect of any one accident to the minimum limit of Two Million dollars (\$2,000,000.00) exclusive of cost, against loss or damage resulting from bodily injury to or death of one or more persons and loss of or damage to property arising in connection with the function as a result of any act or omission of the Applicant or group names hereon, their members, officers, employees, agents or contractors. Such policy shall name the Township a an additional insured as its interest may appear and the applicant shall provide a certified copy of the policy or a certificate thereof to the Township or Facility Representative before the date of the function; and
(b) To protect, defend, indemnify and save the Township harmless from all claims, actions and proceedings, including any costs incurred by the Township thereby for loss, damage or injury, including death, to any person(s) and to any property arising in connection with the function as a result of any act or omission of the Applicant or group named hereon or their members, officers, employees, agents or contractors or any person who attends the function.