



TOWNSHIP OF MULMUR FACILITY RENTAL AGREEMENT

Permit Holder: _____ **Authorized Agent:** _____
(note: only an individual or an incorporated entity is eligible to be a Permit Holder)

Address: _____

Phone: _____ **Email:** _____

Date/Time Commencing: _____ **Date Ending:** _____

Purpose of Booking ☐ One time facility ☐ Seasonal Use **Event:** _____

	From	To	Facilities Required:
Monday			NDCC <input type="checkbox"/> Norduff Room <input type="checkbox"/> Ice Surface / Floor Surface <input type="checkbox"/> Honeywood Ball Diamond # of users from Mulmur: # of users from Melancthon: # of users from other Municipalities:
Tuesday			
Wednesday			
Thursday			
Friday			
Saturday			
Sunday			

Please indicate the type of insurance coverage for your booking(s) *

- ☐ I will provide my own proof of insurance coverage for my booking(s) through a company of my choosing
- ☐ I would like to purchase insurance coverage for my booking(s) through the Township of Mulmur's Facility User Group Insurance Program (additional fees may apply)

READ THE REGULATIONS ATTACHED TO THIS FORM

I the undersigned am the authorized agent for the applicant. I do hereby request the use of the named facilities, at the dates and times shown. My signature certifies that I have read and do understand the permit regulations attached to this application form and agree to abide by these regulations. Failure to comply may result in the permit being revoked or future permits not being issued. I recognize that it is incumbent upon the Applicant to provide liability insurance coverage sufficient to insure the Applicant and the Township of Mulmur, against any actions, claims or proceedings which may arise from the use of the facility on the date(s) identified above, and that the Township of Mulmur, its agents and officials shall in no way be held liable for any damage, injury, accident, or loss resulting from the use of the facility.

Signature of Applicant/Authorized Agent
[I have authority to bind the corporation]

Date

Signature of Township

Date

***for league play – season schedule must be attached to this agreement and the Township must be advised in writing of any schedule changes which may result in additional rental fees (if applicable)**

For Office Use Only: Rates (Including HST)

Prime Time Ice (Res/Non-Res):	Non-Prime Time Ice (Res/Non-Res):	Norduff Room:	Floor Surface: (per hour)
Birthday Party Package:	Adult Baseball (per hour):	Minor Baseball (per hour):	Pickleball Tennis Court (per hour / per court):
Total Charge (Incl HST):	\$	Proof of Insurance Provided: Y / N	



Township of Mulmur Facility Rental Agreement

Definitions:

“Additional Insured” shall mean a party (in this case, the Township) added to an insurance policy to receive coverage under the Permit Holder’s liability insurance.

“Damage Deposit” shall mean a refundable fee paid in advance of the rental date to cover potential damage or cleaning costs.

“Event” shall mean any gathering, activity, or function held at the facility under a valid rental permit.

“Facility” shall mean any space located inside the North Dufferin Community Centre.

“Facility Staff” shall mean any Township employees or designated personnel responsible for overseeing facility operations.

“Indemnification” shall mean a legal agreement where the Permit Holder agrees to protect the Township from liability or claims.

“Large Event” shall mean any event with more than 200 attendees or where alcohol is served.

“Permit Holder” shall mean the individual or organization named on the rental permit who is responsible for compliance with all terms and conditions outlined in this agreement.

“Recurring Rental” shall mean a rental arrangement involving multiple bookings over a period of time (e.g., weekly or monthly).

“Rental Period” shall mean the specific date and time range for which the facility is booked by the permit holder, as stated on the permit.

“Setup Requirements” shall mean any arrangements or preparations needed prior to the event, including furniture layout, décor, and equipment.

“Smart Serve Certification” shall mean the provincial certification required for individuals serving alcohol in the province of Ontario.

“Special Occasion Permit (SOP)” shall mean a license issued by the LCBO allowing alcohol to be served at a specific event.

“Township” shall mean the Township of Mulmur.

General Responsibilities

1. **Compliance:** All permit holders must comply with all applicable Municipal, Regional, Provincial, and Federal laws, including Public Health directives, Township policies, and sport organization protocols.
2. **Health and Safety:** All permit holders are responsible for ensuring that attendees use proper sports and safety gear. For hockey and skating programs, CSA-approved helmets are required. The Permit Holder is responsible for knowing and following all health and safety laws related to the activities listed on the Permit, and must make sure all participants follow these rules.
3. **Signage:** All posted facility signage must be read and followed.
4. **Facility Use:** Facilities may only be used for the purpose, date, and time specified on the permit. The facility must be vacated promptly at the end of the rental period.
5. **Permit Validity & Transfer:** Permits are valid only for the organization or individuals named on the permit and are not transferable. Brokering or sub-letting of booked time at any facility is strictly prohibited and will result in immediate cancellation of the permit.
6. **Staff Authority:** Township staff are in charge of the premises at all times. Permit holders are required to follow all staff directions. The Permit Holder acknowledges that Township staff may be present during the rental and have the authority to revoke the permit and require the premises to be vacated if any violations occur.

Insurance & Liability

1. **Mandatory Insurance:** Permit holders must provide proof of liability insurance or purchase coverage through the Township.
2. **Proof of Insurance:** If providing proof of insurance, the Certificate of Insurance must include the following:
 - Name the Township of Mulmur as an additionally insured party.
 - A minimum of \$2 million in general liability insurance coverage is required for league-style game-play or as required by the Township.
 - A minimum of \$5 million in general liability is required for large events or where alcohol is served.
 - Insurance must be submitted at least one business day prior to the event.
 - Insurance may be purchased through Crewson Insurance (519-925-3145).
3. **Indemnification:** Permit holders agree to indemnify and hold harmless the Township from any claims, damages, or losses arising from facility use.
4. **Damage Responsibility:** Permit holders are responsible for any damage to facilities or equipment and may be denied future rentals if accounts are unpaid. All damaged must be immediately reported to a Township Staff member, or in the case of an unstaffed event, the Township office.
5. **Responsibility:** Permit holders agree to take full legal and financial responsibility for any such issues that may arise with respect to legal, copyright or royalty laws (including SOCAN fees).

5. **Personal Injury, Damage, or Theft:** The Permit Holder shall be responsible for personal injury or damage, or for the loss or theft of any articles of clothing or equipment of the applicant or organization, or anyone attending on the invitation of such person or organizations.

Payments & Deposits

1. **Payment Schedule:**

- Full payment of the rental and any applicable damage deposits are due at least two (2) weeks prior to the event.
- Failure to pay shall result in the prohibition of the use of any unpaid dates or times.
- Recurring rentals must keep their accounts in good standing throughout the rental period. Failure to pay by the applicable due dates will result in the cancellation or denial of any future rentals.

2. **Damage Deposits:** Damage deposits shall be refunded once staff have inspected the facility and verified that it has been left clean and free of damage after the rental.

3. **Non-Resident Fees:** May apply based on residency status.

4. **Outstanding Balances:** Permit Holders having an outstanding account with the Township will not be considered for any future permit requests until their accounts have been paid in full.

5. **Payments:** All payments must be made payable to the Township of Mulmur.

Cancellations

1. **Permit Holder Cancellations:**

- A minimum of two (2) business days' written notice is required, otherwise the Permit Holder shall bear the full charge for the day(s) and time(s) concerned.

2. **Township Cancellations:**

- The Township reserves the right to cancel bookings for emergencies, inclement weather, special events, or facility needs.
- There will be no charge for cancellations due to inclement weather as initiated by the Township.
- Refunds or credits will be issued accordingly.
- There will be no claim or right to damages, or reimbursement on account of any loss, damage, or expense whatsoever.

Facility Use Regulations

1. **Set Up Responsibilities:**

- The Township is not responsible for event setup, including but not limited to the arrangement or take down of tables and chairs, décor installation, or equipment setup.

- All event preparation is the sole responsibility of the Permit Holder.
- No other chairs, dishes, kitchen equipment, tables, nets, etc., except as may be located at the facility location, will be provided by the Township.

2. Decorations & Alterations:

- No glitter, confetti, or rice is allowed.
- Do not use staples, tacks or tape on the walls.
- The use of painter's tape is permitted.
- No open flames, fog machines, fireworks, or propane tanks.

3. Clean-Up

- The facility must be returned to its original condition.
- Includes cleaning kitchen (where applicable), sweeping, and proper disposal of garbage/recycling.

4. Alcohol & Gambling

- Alcohol is only permitted with a valid LCBO Special Occasion Permit (SOP) and Township approval. Permit holders are required to provide a copy of the SOP to the Township prior to the rental date.
- Paid duty officers may be required. Proof of payment for paid duty officers must be submitted prior to the rental date.
- Gambling requires a valid lottery license from the Alcohol and Gaming Commission of Ontario (AGCO) or the Township.
- A list of Smart Serve certified event workers, including their certification numbers, must be provided to the Township prior to the event.

5. Noise & Music

- Music must cease by 1:00 a.m.
- The Facility shall be vacated by 2:00 a.m., or at the conclusion of the rental time slot, whichever is earlier.
- The Townships noise by-law must be followed.

6. Smoking:

- Smoking and vaping are prohibited except in designated areas.

7. Vehicles:

- Vehicles are only allowed to park in designated parking areas.
- Parking on grass or other park grounds is not permitted unless prior approval has been given.

8. Advertising & Food Sales:

- Food offerings must not compete with facility concession booth.
- Food trucks must be pre-approved by the Township.
- No advertising in connection with any production is to be displayed on or affixed to any part of the facility, grounds or premises unless authorized by the Township in writing.

9. Respectful Environment

- The Township's facilities are intended for the use and enjoyment of all citizens. The Permit Holder agrees to work with staff to ensure a safe, healthy, and pleasant atmosphere. The misuse of drugs, alcohol, and violent behaviour will not be tolerated in the facility.

10. Eviction Policy

- The Township reserves the right to evict any individuals who are seen as not acting in the best interests of the facility, program, or activity, or who display inappropriate behaviour.

Special Events & Rentals

1. Large Events:

- Events with over 200 guests or serving alcohol may require additional garbage, recycling containers, and portable toilets at the cost of the permit holder.
- The Township reserves the right to request a site plan and set up requirements from Permit Holders hosting a large event. Site plans and set up requirements must be confirmed to the satisfaction of the Township a minimum of 30 business days prior to the event date.
- Maximum attendance shall be governed by the applicable fire regulations.

2. Special Requests:

- Events including exotic animals or merchandising must be pre-approved by the Township.

Facility Access & Keys

1. Key Pickup & Return:

- Keys will be released after full payment, deposit, and insurance are received by the Township.
 - Keys must be returned as instructed by the Township.
 - Permit holders are strictly prohibited from making and/ or distributing copies of any facility key.
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Emergency Protocols:

In case of emergency, dial 911. Injuries must be reported to facility staff immediately.

Contact Information During Rental:

For any questions, concerns, or emergencies during your rental period, please refer to the following contacts:

Primary Contact:

- **Onsite Township Staff**

- If staff are present during your event, they are your first point of contact for any concerns or assistance.

During Office Hours (Monday to Friday, 8:30 AM – 4:30 PM):

- **Township of Mulmur Office**

- **Phone:** 705-466-3341 ext. 227
 - **Email:** bookings@mulmur.ca

After Hours (If Event Is Not Staffed):

- **Bruce Crawford**

- **Phone:** 705-466-3341 ext. 228
 - **Email:** bcrawford@mulmur.ca

Additional Conditions:

1. The Township is also not responsible for managing or intervening in disputes or interactions with disruptive individuals or guests. Permit Holders are responsible for maintaining a safe and respectful environment and may be required to contact appropriate authorities, if necessary.