



**DELTA AGRICULTURAL HALL
110 MILL CREEK DRIVE
DELTA, ONTARIO K0E 1G0**

FACILITY RENTAL TERMS

1. For the purpose of this facility, the applicant will be known hence forth as the LESEE.
2. If the Lessee fails to comply with the regulations herein, he/she will assume full responsibility for any costs incurred. In addition, the Lessee may not be permitted to obtain further permits from the Delta Agricultural Society.
3. The Delta Agricultural Society or its duly appointed representatives will have the right to cancel / stop the event if deemed out of control and after a representative or the Agricultural Society or the OPP has ordered the event to be cancelled or halted, the Lessee shall immediately comply with the directive.
4. The Lessee will indemnify and save harmless the Delta Agricultural Society and its duly appointed representatives from and against all claims, demands, loss, costs, damages, actions and suits or other proceedings by whomever made, sustained, brought, or prosecuted in any manner, based upon, occasioned by, or attributed to any injury or damage arising or resulting from any omissions of the Lessee, its servants or agents in using the said promises.
5. The Agricultural Society will not be responsible for any loss or damage to any articles including food from theft or malfunctioning equipment or any other cause.
6. No alcoholic beverages can be distributed or sold without a Special Occasions Permit of which the Agricultural Society will obtain and exercise full control over. All LCBO regulations must be adhered to by the Lessee and the attendees.
7. The Agricultural Society is not responsible for the cancellation of any event as a result of an Act of God; however, all attempts will be made to reschedule the event if desired.
8. Payment is required upon submission of the Rental Contract. If the Lessee is paying by cheque, payment must be cashable within 14 days prior to the event otherwise; payment must be made with a certified cheque, money order or cash.
9. If the event is cancelled within 14 days of the scheduled activity, 50% of the payment will be refundable.
10. The keys to the facility will be made available no earlier than two working days prior to the event. Keys will not be issued until payment is received. The keys must be returned to the Fair Contact the next working day. The Lessee shall pay an additional fee of \$10 in the event the key is lost.

11. The contracted hours of the rental shall include sufficient time before and after functions to allow for preparation and cleanup. Lessees wishing to set up the day before the event must make a request to do so to ensure the facility is not booked by another group. The Lessee must also ensure the building is secured with all doors locked and windows are closed whenever the building is left unattended.
12. The Lessee of the facility agrees to be responsible for the care and control of all people in attendance.
13. The Lessee agrees to ensure that the maximum capacity of the hall (Group Classification A-2) is not exceeded:
 - a. Standing Space: 605 persons
 - b. Space with non-fixed seats: 322 persons
 - c. Space with non-fixed seats with tables: 255 persons
 - d. Space with non-fixed seats with tables with alcohol served: 220 persons
14. The Lessee must ensure that there is adequate adult supervision for any underage persons during the entire time that the facility is being used: ratio of one adult for every 15 youth.
15. Smoking is not permitted within the building.
16. The Lessee agrees that there will not be any signs / banners nailed or attached to the outside of the building in a manner which will cause damage to the siding or door paint. Similarly, the applicant agrees that signs, banners or decorations will only be affixed to interior walls through the use of pins (nails, screws or tape are prohibited). Displays are restricted to a height of 8'.
17. After the event is over, the Lessee must ensure that the facility is cleaned according to the attached check-list and left in the same condition as it was prior to the rental. The Lessee shall be held responsible for any damages to the building and its equipment during the contracted hours of the rental or any additional time during set-up or clean-up while the Lessee is in possession of the keys to the building. The Lessee shall pay all costs of damage or theft occurring at any time during the rental period.

I, the undersigned, have read the above and understand the Terms and Conditions of this contract. I agree to abide by this agreement and take full responsibility for the rental of this facility as the Lessee. I and the organization I represent will indemnify and save harmless the Delta Agricultural Society and its representatives and / or agents from all and against all claims, demands, loss, costs, damages, actions and suits or other proceedings by whomever made, sustained, brought, or prosecuted in any manner, based upon, occasioned by, or attributed to any injury or damage arising or resulting from any act or omission or due to circumstances beyond the control of myself / our organization if applicable, its servants or agents in using the said premises.

Signature: _____ Date: _____

For further information, please contact the Delta Fair Office at the following coordinates:
Telephone: 613-928-2800
Email: deltafair@ripnet.com

Upon completion, the Agreement shall be returned with full payment payable to same to the following address:
Delta Agricultural Society
Box 220
110 Mill Creek Drive
Delta, Ontario K0E 1G0



FACILITY CHECKLIST / POST FUNCTION

This is your community hall and it is your responsibility to leave it in a condition suitable for the next rental group. Please review this checklist before returning the keys.

- ✓ All garbage (including washrooms) must be bagged in clear bags.
- ✓ All garbage must be picked up from grounds
- ✓ All food is to be removed from the refrigerator.
- ✓ Dishes and utensils, if available, are to be washed, dried and put away.
- ✓ Kitchen and bar counter are to be wiped clean.
- ✓ All equipment is to be cleaned.
- ✓ Check that all toilets have been flushed and that no water (toilets, urinals or sinks) is left running.
- ✓ Decorations or posters are to be removed along with any pins.
- ✓ Ensure that all exits are closed tight and locked.
- ✓ Ensure that all windows are locked.
- ✓ Turn off all lights before leaving the building.
- ✓ Return keys to the Hall Contact by the next working day after the function.
- ✓ Please notify the Hall Contact of any problems, damage or concerns.

Problems Encountered

Equipment Missing / Damaged

Signature: _____ Date: _____



FACILITY RENTAL FEE STRUCTURE

Rate Number

1. For all events at which the Agricultural Society operates and profits from the operation of the bar, a flat rate of \$300.00 shall be applicable which shall cover the Special Occasion Permit, pumping of the holding tank pump and cleaning charges. This rate is applicable prior to the winter closure.
2. For events at which there is no sale of alcoholic beverages, a flat rate of \$125 shall be applicable which shall cover the pumping of the holding tank and cleaning charges.
3. For events operated by local charitable and non-profit organizations, a special individual ruling will be made by the Board of Directors.
4. For events sponsored by a member of the Agricultural Society at which alcohol is not being sold, a flat rate of \$100 shall be applicable which shall cover the pumping of the holding tank and cleaning charges.
5. For events sponsored by a member of the Agricultural Society at which alcohol is being sold, rate 1 shall be applicable.
6. For all elections, the pre-established rate per pole will be levied.
7. There shall be restricted rentals during available between November 1st and May 1st. Each request during this period shall be reviewed by the Board. Additional charges for heat and snow removal will be applicable.



FACILITY RENTAL CONTRACT

To be Completed by the Applicant and Returned to the Agricultural Society with Payment.

Name of Organization / Applicant: _____

Name of Applicant's Agent: _____

Mailing Address: _____

Contact Number: _____ Cell Number: _____

Date / Time of Use: _____

Purpose of Function: _____

Estimated Attendance: _____

Date / Time of Set-Up: _____

Date / Time Building Key is required: _____

Determination of Costs

Main Hall Rental Fee Rate: Number _____ \$ _____

HST (13%) Number: 12345 2492 RT \$ _____

Total Payable to the Delta Agricultural Society \$ _____

I have read and understand the terms regarding the rental of the facility.
I agree to adhere and abide by said terms.
I have included payment with this contract.

Signature of Applicant: _____

Date: _____