

Schedule "A" to the  
**CORPORATION OF THE TOWNSHIP OF SOUTHWOLD**  
**FACILITY USER AGREEMENT**



**MUNICIPAL FACILITIES**  
**POLICIES AND PROCEDURES**

**The Corporation of the  
Township of Southwold  
35663 Fingal Line  
Fingal, ON N0L 1K0  
519-769-2010**

**[www.southwold.ca](http://www.southwold.ca)**

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## 1. BOOKINGS

- 1.1 The Township reserves the right, entirely at its discretion, to accept or reject any application for the use of any facility or area under its jurisdiction.
- 1.2 Bookings will not be confirmed until all the requirements as set out in the Township's Municipal Alcohol Policy, Elgin St. Thomas Public Health Special Events Food Vendor Application Form, Non-Refundable Booking Fee, proof of insurance, special occasion permit, and checklist for renters are received by and to the satisfaction of the Township. The Township reserves the right to cancel your booking if proper documentation is not supplied within the specified time. A business day is defined as Monday to Friday, 8:30 a.m. to 4.30 p.m. Business days do not include holidays, Saturdays or Sundays.
- 1.3 Notice of cancellation shall be in writing and delivered, faxed or emailed to the Township five (5) business days prior to the date of the function. The Renter will be responsible for all rental fees for cancellations with less than five (5) business days' notice. Where applicable, all cancellations will result in the loss of the Non-Refundable Booking Fee specified in Section 2 hereof.
- 1.4 The Township reserves the right to change any costs, responsibilities, or operational procedures relating to this agreement. The Township will notify the applicant by regular lettermail, email or telephone within ten (10) business days of any policy change. Following notification, the applicant has ten (10) business days in which to accept or reject the agreement. Should the applicant reject the changes to the agreement, he/she will be entitled to a refund.
- 1.5 The User shall not have the right to use any Township facility(ies) not specifically included in this Agreement unless the User shall have obtained the prior written authorization of the Township in that regard.

No possessory rights are granted to the user and in no event shall this Agreement be deemed to be a lease between the Township and the user. In permitting the use of the above-described facility as provided in this Agreement, the Township does not relinquish the right to enforce all necessary and proper rules and laws for the efficient and effective operation of the said facility and the safety of the public.

- 1.6 The rental of any facility will not be available on days during which the facility(ies) has been closed by the administration because of inclement weather or for any other reasons.
- 1.7 Full day rentals may have access to the facility on the reserved day as approved by the Facility Manager or as otherwise stipulated on the agreement.
- 1.8 Nothing (i.e. decorations) that may cause damage will be affixed in any way to the permanent structure of the building.

1.9 All facilities under the jurisdiction of the Township are smoke free.

1.10 The maximum capacity of the Keystone Complex is 310.

## 2. DEPOSITS AND PAYMENT

- 2.1 All Keystone Complex bookings must be accompanied by A Non-Refundable Booking Fee (\$200.00 for rentals with a fee of \$200.00 or more), which Fee is required prior to confirmation of booking. The balance of the fees are to be paid prior to the commencement of the event/activity.
- 2.2 A damage deposit cheque of eight hundred dollars (\$800.00) for Stag and Does and other like events and one hundred dollars (\$100.00) for all other events is required prior to entry to the facility. The Township's staff will complete a facility rental review prior to and following each rental. If the post event/activity inspection is to the Township's satisfaction, the deposit cheque will be returned within two (2) weeks following the event/activity. Should the Township determine through the post event inspection that damage and/or extra cleaning to the facility or equipment was caused by the USER's use of the facility(ies), the entire damage deposit will be retained by the Township. If it is determined that the damage and/or extra cleaning is excessive, a quote for the repairs/cleaning will be obtained, and the USER will be responsible for the cost of same in excess of the damage deposit.
- 2.3 At the Township's discretion, the damage deposit fee may be waived.  
Payment must be made by (exact) cash or cheque.  
Credit card and debit are available at the Municipal Office *only*.

Cheques must be addressed to:

**TOWNSHIP OF SOUTHWOLD**  
**Facility Booking**  
**(Keystone Complex)**  
**35663 Fingal Line**  
**Fingal, ON N0L 1K0**

\*There is a charge for NSF cheques. The charge will be pursuant to the Tariff of Fees By-Law.

- 2.4 Rental rates are established annually and subject to change. **The year of the actual event will have that year's rental rate applied and applicable taxes as of the day of the event regardless of the booking date.**

## 3. MAINTENANCE DUTIES AND OBLIGATIONS

- 3.1 The USER shall have the sole responsibility of managing and supervising all of the events/activities it undertakes pursuant to its rights under this Agreement, including but not limited to the hiring of all necessary staff and officials, conducted on the premises, and for the enforcement of the policies, rules and regulations associated with this Agreement and as referenced in its Schedules and Appendices, together with those prescribed by any governing or applicable umbrella organizations.

- 3.2 The USER shall abide by and obey all laws, by-laws, rules and regulations of the Township, the Province of Ontario and the Government of Canada. The USER shall comply with all rules and regulations now or hereinafter established by the Township with respect to use of the facility(ies) described herein, including the policies, rules and regulations associated with this Agreement and its referenced Schedules and Appendices, as amended from time to time.
- 3.3 The USER shall be responsible for any damage to the facility(ies) caused by the USER, its officers, directors, employees, volunteers, agents or contractors, invitees, spectators, members, participants in or at any event or activity hosted/planned/conducted/sponsored by the USER.
- 3.4 The Township shall not be liable for any damage to or loss of any property brought into/onto the facility(ies) by the USER, its officers, directors, employees, volunteers, agents or contractors, invitees, spectators, members, participants in or at any event or activity hosted/planned/conducted/sponsored by the USER.
- 3.5 Except as otherwise specifically provided for herein, the USER shall be responsible for all maintenance and use activities associated with its rights under this Agreement.
- 3.6 USER Groups using the outdoor facilities are responsible to keep the parks clean and free of garbage. All garbage is to be cleaned up and put in the garbage receptacles and the water shut off in the washrooms at the end of each rental.

#### **4. SAFETY**

- 4.1 The USER shall have the sole responsibility for the supervision, control and safety of all persons entering the property or attending a function of the USER including, but not limited to, its officers, directors, employees, volunteers, agents or contractors, invitees, spectators, members, participants in or at any event or activity hosted/planned/conducted/sponsored by the USER.
- 4.2 The USER shall ensure that the facility(ies) are thoroughly inspected, including but not limited to the structures and playing surfaces, prior to use, to ensure safe conditions and to ensure that the grounds are not used until the unsafe condition has been rectified. The USER shall immediately report all unsafe conditions to the Township. The USER shall undertake appropriate interim safety measures and/or repairs until such time as the Township can respond. The USER shall file a written “incident report” for each incident with the Township of Southwold on the next business day following the occurrence or the discovery of the unsafe condition. The USER acknowledges that the Township has not provided any representation or warranty or other assurance regarding the suitability of the facility(ies) for use by the USER.
- 4.3 The USER shall have the sole responsibility for cancelling events/activities and, where applicable, clearing the facility(ies) in the event of lightning or other inclement weather conditions or other dangerous/unsafe condition(s). The USER further agrees to ensure that no events/activities will take place when the conduct of same may cause damage or injury to the facility(ies), participants, attendees, etc.

- 4.4 A duly authorized representative of the Township may enter the facility(ies) at any time and on any occasion without restriction, for the enforcement of any of the applicable policies, rules, laws and regulations. The Township reserves the right to remove, or have removed, any person(s) due to a violation of any of the said applicable policies, rules, laws and regulations.

## **5. ALCOHOLIC BEVERAGES**

Alcoholic beverages of all types and descriptions are prohibited on Township property and at Township facilities unless a legal liquor license has been obtained. Illegal substances are prohibited on Township property and in Township facilities at all times. The USER agrees to enforce this rule with its officers, directors, employees, volunteers, agents or contractors, invitees, spectators, members, participants in or at any event or activity hosted/planned/conducted/sponsored by the USER and to notify law enforcement agencies when violations occur and appropriate action against all involved parties will apply.

### **5.1 SPECIAL OCCASION PERMIT HOLDERS – Alcohol & Gaming Commission of Ontario**

5.1.1 The USER is responsible for the safety and sobriety of people participating in or attending the event/activity as well as for compliance with the Township's Alcohol Management Policy and the Alcohol & Gaming Commission Act and Regulations.

5.1.2 The USER shall abide by the Rules and Regulations as set out by the Liquor License Board of Ontario with regards to a Special Occasion Permit.

5.1.3 Alcohol serving hours for Special Occasion Permit events:

Monday to Saturday: 11 a.m. to 1 a.m.  
Sunday: 12 noon to 1 a.m.  
New Year's Eve (December 31): 11 a.m. to 2 a.m.

5.1.4 Of course, the USER or permit holder may choose shorter hours of operation. In addition, restricted hours of sale and service may be established as a condition of a license.

5.1.5 Serving hours remain the same on federal, provincial, and municipal election days.

5.1.6 Special Occasion Permit signatory must attend the event and be responsible for making decisions regarding the operation of the event.

5.1.7 Please be advised that *any* discrepancies between the Municipal Policy and Provincial Law, the Provincial Law *shall prevail*.

### **5.2 PERSONNEL TRAINING**



5.2.1 All bartenders, monitors, and servers must complete the “Smart Serve Training Program” as set out by the Liquor License Board Training in the responsible service of alcoholic beverages.

For further information contact:

Smart Serve® Ontario [www.smartserve.ca](http://www.smartserve.ca)  
5407 Eglinton Avenue West, Suite 105  
Toronto, Ontario N9C 5K6  
Tel: (416) 695-8737  
Toll-free: 1-877-620-6082 [Email: info@smartserve.ca](mailto:info@smartserve.ca)

### 5.3 BAR SALES

- 5.3.1 A sign will be prominently posted at the bar and at the ticket counter stating the law on serving to intoxication. The sign will read, "It is against the Liquor License Act of Ontario for licensed establishments to serve customers to intoxication. For this reason, servers in our facilities are required to obey the law and not serve anyone to intoxication. We are also pleased to offer non-alcoholic beverages."
- 5.3.2 As a requirement for a facility permit involving an Alcohol Permit, the USER must ensure that a minimum of 30% of the alcohol beverages available must be of a low alcohol concentration level, (less than 5% alcohol). Non-alcoholic beverages must be readily available and priced significantly below any alcoholic beverage.
- 5.3.3 In Ontario the legal age to drink alcohol is 19 years old. The legal age to serve alcohol in a licensed establishment is 18 years old. "Serving alcohol" includes taking drink orders, taking payment for alcoholic beverages, stocking the refrigerator or bar area, and bartending.
- 5.3.4 It is the responsibility of the USER to check the identification of people they suspect are less than 19 years of age. The only acceptable forms of age identification include:
- an Ontario driver's license with a photo
  - a Canadian passport with a photo
  - a Canadian citizenship card with a photo
  - a Canadian armed forces card with a photo
  - a photo card formerly issued by the LLBO
  - an LCBO BYID photo card
- 5.3.5 A sign will be prominently posted at the bar stating the type of identification accepted as proof of age.
- 5.3.6 No special sale of alcohol will be allowed, e.g. oversized drinks, double shots etc.
- 5.3.7 Tickets must be presented at the bar to be redeemed for drinks and all unused tickets must be refundable.
- 5.3.8 The Sale of tickets will be limited to four (4) per person per sale.
- 5.3.9 The bar is to close at the time stipulated on the permit, with all alcohol off tables by 45 minutes after the time stipulated on the permit.

## 5.4 SAFE TRANSPORTATION

- 5.4.1 Only individuals, group, and/or organizations implementing a safe transportation strategy satisfactory to the Township will be permitted the use of Township facilities for events/activities where alcohol is served.
- 5.4.2 A sober friend, and/or call a relative, or taxi will drive impaired individuals home.
- 5.4.3 The USER must inform patrons through advertising of the safe transportation strategy/option is in place/available.

## 5.5 MONITORS / SECURITY

- 5.5.1 The purpose of Smart Serve monitors is to warn, challenge, and report anyone having alcohol outside of the area covered by the license and to assist, as required, with unruly patrons.
- 5.5.2 The USER must provide the Township with a list of Smart Serve trained monitors, aged 19 or over, two weeks prior to the events. All monitors must be Smart Serve trained.
- 5.5.3 All monitors must not consume alcohol while the event is in progress.
- 5.5.4 There must be at least one (1) monitor per one hundred (100) participants plus one (1) monitor for each entrance and exit at the facility or area for the first five hundred (500) participants. There must be at least one (1) monitor per two hundred (200) participants for the next one thousand (1000) participants. There must be at least one (1) monitor per three hundred (300) participants for the number of participants that exceed fifteen hundred (1500). These minimum requirements may be increased if circumstances warrant or if required by the Management of the Township.

# of Participants	# of Monitors Required	ENTRANCES & EXITS
First 500 people	1 per 100 participants	1 monitor at each entrance & exit
Next 1,000	1 per 200 participants	“
Over 1500	1 per 300 participants	“

- 5.5.5 The Township will determine if extra paid security is required based on the type of event being booked. If it is determined that extra paid security is required, it is the responsibility of the USER to make the necessary arrangements for the paid security and to cover all costs associated with this expense.
- 5.5.6 Entry must be denied to intoxicated individuals.
- 5.5.7 No person may leave the licensed area with alcohol on his or her person.

## **6. FOOD AND KITCHEN**

- 6.1 At activities/events where food is being served, it is the responsibility of the USER to ensure that the caterer and all food preparation and service personnel pertaining to the activity/event are aware of and likewise abide by the policies, procedures, terms, and conditions of the rental agreement.
- 6.2 Every person who intends to sell food to the public must complete and submit the applicable “Special Events Notification Form” two (2) weeks prior to the event date, to Elgin St. Thomas Public Health.
- 6.3 All facility rentals preparing and offering food to the public must adhere to the Elgin St. Thomas Public Health regulations.

## **7. EVACUATION SITES**

- 7.1 The Township has designated The Southwold Keystone Complex as an evacuation site for use in emergencies. This site is designated as a priority evacuation site for those who require assistance when a disaster occurs.
- 7.2 The USER agrees to indemnify and hold harmless the Township for any costs or expenses rising from or out of the necessity to use the rented facility of the USER as an evacuation site.

## **8. FIRE SAFETY**

- 8.1 The USER will be responsible in knowing all locations of exits and Fire Pull stations.
- 8.2 The USER will be responsible for evacuating all those present in an orderly fashion.
- 8.3 The USER will be responsible for activating Pull Stations upon discovery of any smoke or fire and for calling 911.
- 8.4 The USER will be responsible for making sure that all exits and aisles are kept clear and free of obstacles.
- 8.5 The USER will be responsible to ensure that any candles are contained with a safe container and is subject to the approval of the Facility Manager.
- 8.6 The USER will refrain from using unsafe electrical cords or over-loading outlets.
- 8.7 The USER will ensure compliance with all applicable provisions of the *Smoke Free Ontario Act*, as amended.

## 9. ADVERTISING

- 9.1 The following procedure shall be implemented in all facilities under the jurisdiction of the Township:
- (a) The Township, before posting, must approve all advertising;
  - (b) Display and Bulletin Boards are intended to display information concerning organization or community events. All bulletins and display materials are to be approved by the Township prior to posting. Bulletin boards are monitored and any notices/materials not acceptable will be removed; and
  - (c) The Township crest/logo may only be used in advertising where the USER receives prior written permission from the Township.

## 10. CONCERNS/COMPLAINTS

- 10.1 The Township has a Respect in the Workplace (Harassment and Violence) Policy. The purpose of the policy is to minimize and/or prevent violence and unacceptable behaviour in the workplace, including all Township facilities, and to foster the safety and security of Township employees, customers, and visitors to their facilities.
- 10.2 The USER shall be responsible for recognizing the need for assistance to address unacceptable behaviours during any activity/event, and for requesting assistance from the designated Township staff and/or the Police. All such assistance is at the expense of the USER.
- 10.3 If an incident should occur during an event/activity and Township staff is present at an event/activity, are called in to assist or are involved after the fact, Township staff is responsible for completing a "Violent Incident Investigation Checklist" and a "Violent Incident Report Form." These forms are included as part of the Respect in the Workplace (Harassment and Violence) Policy.
- 10.4 When a violation of the Respect in the Workplace (Harassment and Violence) Policy occurs at an event/activity that occurs under this Agreement and has been confronted by a Township employee or staff member, the offender shall be sent a registered letter by the Department Head or designate advising of the violation, and indicating that further violations will not be tolerated.
- 10.5 Should the USER or any of its staff, volunteers, members, participants or invitees violate the Respect in the Workplace (Harassment and Violence) Policy, the Municipal Alcohol Policy or any policies or procedures relating to a facility rental again within one (1) year of receiving notice of a first violation, USER and/or the offender could be suspended from organized use of a Township facility or area for a period of one (1) year. A registered letter shall be sent by the Department Head or designate to the appropriate contact person advising of the suspension.

10.6 All concerns/complaints must be put, in writing, to the attention of the Township of Southwold.

10.7 The concern, solution/recommendation will be addressed in writing to the complainant. The complainant will sign off on any concern that is successfully addressed.

## 11. INSURANCE AND INDEMNIFICATION

11.1 The USER GROUPS and USER (where applicable) shall, at its/his/her expense, obtain and keep in force during the Term of this Agreement, Commercial General Liability Insurance satisfactory to the Township, which insurance shall be written by an insurer licensed to conduct business in Ontario and include, but not be limited to, the following:

- a) A limit of liability not less than \$2,000,000.00 per occurrence;
- b) The Township shall be named as an additional insured;
- c) The policy shall contain a provision for cross liability and severability;
- d) non-owned automobile coverage with a limit of \$1,000,000.00, including contractual non-owned coverage;
- e) 30 days prior notice of cancellation of the policy shall be given in writing to the Township; and
- f) A certificate of insurance evidencing the above coverage shall be given to the Township by no later than 2 weeks prior to the event, each and every year of the agreement.

Failure to furnish certificates of insurance or notices of lapse on any policy constitutes a material breach and grounds for termination of this agreement.

11.2 The USER agrees to save harmless and keep indemnified the Township, its elected and appointed officers, volunteers, agents and employees, in connection with all losses, claims, demands, judgments, loss, liabilities, damages, costs, and expenses (including attorneys' fees) in connection with, on account of or arising from (i) any failure by the user to perform its obligations hereunder, or (ii) any accident, injury, or damage to person or property on or about the facility(ies) or otherwise arising out of or relating to the use of the facility(ies) by the USER, or any of its staff, volunteers, members, participants or invitees. In no event shall the Township be liable for an accident, injury or damage to person or property in, or about the facility(ies) or otherwise relating to use of the facility(ies) by the USER or any of its staff, volunteers, members, participants, or invitees.

11.3 Where event/activity waivers are signed by the USERS, its officers, directors, employees, volunteers, agents or contractors, invitees, spectators, members, participants in or at any event or activity hosted/planned/conducted/sponsored by the USER, the waivers must include a statement *that “the participant agrees to indemnify and save harmless the Township of Southwold, its officers, agents elected officials and employees against any and all actions, causes of action, claims and expenses whatsoever presented by any person attending or participating in the event/activity to which this waiver relates for loss or damages sustained as a result of attending or participating in the said event/activity”.*

## **12. OTHER CONCURRENT USE OF FACILITY(IES)**

12.1 The USER acknowledges that the facility(ies) may be a “multi-use” facility and, where that is the case, various areas of the facility(ies) including but not limited to the outdoor sports fields may be required for use by other USERS for other authorized activities/events. The USER agrees that the Township shall have full, complete and absolute authority to establish the schedules for the use and availability of its facilities. The USER agrees to comply with any schedules so established and to cooperate in any sharing arrangements so determined by the Township.

## **13. ALTERATION OF FACILITIES**

13.1 The USER shall obtain the written approval of the Township prior to undertaking any alterations of a permanent nature to the Township’s facility(ies) and to comply with all applicable law, regulations and municipal by-laws in the completion of any Township approved alterations.

13.2 Upon termination of this Agreement, all authorized improvements to the Township’s facility(ies) shall, without compensation to the USER, become the property of the Township.

## **14. NOTICES AND OTHER COMMUNICATIONS BETWEEN THE PARTIES**

14.1 All notices or communications pursuant to this Agreement shall be sent to the Chief Administrative Officer in writing to the Township Office at the address hereinbefore set forth.

14.2 The USER may not assign any interest in the Agreement to any person nor can the USER delegate any duties under this Agreement, without the prior written approval of the Township.

## **15. SEVERABILITY**

15.1 If any section or clause of this Agreement is held invalid by a court of competent jurisdiction, or is otherwise invalid under the law, the remainder of the Agreement shall remain in full force and effect.