Huntley Community Association (HCA) 2240 Craig Side Road, Carp Ontario K0A 1L0

Revised 11 July 2022

Facility Rental Agreement – General Terms Huntley Community Centre/ Outdoor Rink

- 1. It is the sincere desire of the HCA to have all activities conducted in a respectful and orderly manner. The Lessee is requested to cooperate to this end.
- 2. The HCA shall not be responsible for failure to provide any facility due to circumstances beyond its control (e.g. severe weather emergency).
- 3. The HCA reserves the right, entirely at its discretion, to accept or reject any application for use of any facility.
- 4. This agreement is not assignable or transferable.
- 5. The Lessee must at all times take direction from the HCA Director and designated representative(s).
- 6. <u>Insurance requirements</u>: it is strongly recommended that the Lessee arrange for liability insurance coverage to a limit of \$2M inclusive per occurrence for bodily injury, death and damage to property. The HCA has its own liability insurance, but can also arrange for a Lessee to purchase event/activity insurance through a City program. Costs vary, depending on the type of event, and numbers attending. If a Lessee declines insurance, or provides a certificate of their own liability insurance, they shall sign the "Insurance Waiver" section below*, or the similar waiver at the end of the HCA Rental Application form. Note Insurance is mandatory for high risk sport activities.
- 7. The Lessee must pay for any and all damages to the facility or furnishings arising out of improper use of the facility. A cheque for a security deposit of \$150 may be required as a guarantee against minor damages or other expenses (e.g. extraordinary cleaning costs) incurred by the HCA and/or City of Ottawa resulting from this rental. If no damage or extraordinary expenses have been incurred, this cheque/payment will either be destroyed or returned within 30 days.
- 8. The HCA shall have the right to terminate this agreement immediately, without notice, if in the opinion of the HCA, the Lessee or any person(s) using the facility with the consent of the Lessee are guilty of willful damage, unlawful consumption of alcoholic beverages, violation of any HCA regulations or any by-laws of the City of Ottawa, or any applicable Federal or Provincial law.
- 9. The Lessee agrees to indemnify and save harmless, the HCA and the City of Ottawa, their directors, agents and employees from all claims for bodily injury of death of any person(s) or for damages to the property of any person(s) arising out of or relating to the Lessee's use of the facility;
- 10. The use of decorations, special equipment or special effects must comply with public safety and fire regulations, and must be approved in advance by the HCA; all must be removed from the facility at the close of the event. Damage to any painted surface will be charged to the Lessee.
- 11. The Lessee shall adhere to all Fire Regulations, including ensuring that all exits are kept free of obstruction. No candles are to be lit. Maximum numbers admitted to the facility must not exceed the posted limits set by the Fire Department.

Huntley Community Association (HCA) 2240 Craig Side Road, Carp Ontario K0A 1L0

- 12. All garbage and recycling shall be collected and disposed of, and the facility left clean and tidy after the event. All supplies and belongings brought into the facility must be removed within one hour after the event is completed, unless other arrangements have been authorized by the HCA. The HCA is not responsible for any lost or stolen articles, under any circumstances.
- 13. Before leaving, the Lessee shall ensure that tables and chairs are returned to their original positions. All Exit doors must be closed securely and locked, and the security alarm reset.

.....