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

Facility Rental Agreement – General Terms Revised MAY 2024

- 1. It is the sincere desire of the Huntley Community Association (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, blackout, fire, flood, etc.).
- 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 Mess Hall Director, the HCA Bar Director, and designated representative(s).
- 6. <u>Insurance requirements</u>: it is recommended that the Lessee consider fully their liability insurance requirements, and whether their personal/ home policy will provide this 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, numbers attending, and if alcohol is served. If a Lessee declines insurance, they shall sign the "Insurance Waiver" section at the end of the HCA Rental Application form. Note Insurance is mandatory for Stag and Does, other large bar events and 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 or a security deposit payment of \$150 is 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 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. It is recommended to use push pins to install decorations, which along with any 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. Confetti / Glitter is NOT PERMITTED! 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

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the limits set by the Fire Department (i.e. Max 180 people in Mess Hall Main Hall with no tables set up, kitchen, back rooms and deck; Seating capacity in Main Hall is 100).

- 12. For bar rentals, the lessee is to ensure that tables are cleared of all glasses and bottles within 45 minutes of the bar closing. Also, one security officer per 100 people may be required, at the discretion of the HCA. No minors are allowed at bar events except for Weddings, Anniversaries, Birthday Parties and/or Sports Banquets.
- 13. Use only the red chairs in the Main Hall. They can be found at the far end of the hallway in a storage room next to the vault, on chair dollies.
- 14. The Lessee is responsible to ensure that after the event the facility is left as clean and tidy as it was when they entered. All garbage including bathrooms and recycling shall be collected and disposed of. In the LARGEST City of Ottawa bins in the parking lot. 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.
- 15. Before leaving, the Lessee shall ensure that one table and one stack of 10 chairs remain in the main Hall. Stack only 10 chairs maximum on each dolly for moving to the storage room next to the Vault. Any chairs not on dollies are to be left in the small meeting room where the dart and shuffle boards are located. Please ensure all Exit doors are closed securely. If you enabled the automatic door switch above the front door please ensure it has been reset to "Off". The Lessee is responsible for locking the facility and setting the Security Alarm when leaving at the close of the event or no later than 2:00 AM. A \$50 fee is charged for keys not left in the lockbox. PLEASE DO NOT LEAVE THE KEY WITH THE BAR STAFF.

16. Cancellation Policy

A request for refund must be provided in writing to the Messhall Director: messhall@hca-carp.ca. All refunds are subject to the discretion of the Messhall Director. A refund will be issued once written notice is provided, if it meets the criteria outlined below. The HCA Treasurer will determine how best to pay the refund.

Timeline to rental date for allowable refund amounts, compared to the total rental fee quote.

- Less than 30 days to rental date no refund
- Within 31 to 60 days to rental date 50% of rental cost will be refunded
- More than 61 days to rental date 100% of rental cost is refunded