



RECREATION DIVISION (COMMUNITY SERVICES)
808 2nd Avenue East, Owen Sound, ON N4K 2H4
(519) 376-1440 Fax (519) 371-0511

CONDITIONS OF USE (PR #18)
HARRY LUMLEY BAYSHORE COMMUNITY CENTRE/COLISEUM

The renter hereby agrees to the following conditions of use and hereby accepts the responsibility of advising all persons involved of these conditions.

AGCO PERMITS

If alcohol is being served at your event, the City of Owen Sound's Alcohol Policy must be adhered to and any and all permits that are required by the AGCO (Alcohol Gaming Commission of Ontario) must be obtained. Permits must be posted at the bar for the duration of the event. Renters will be required to sign an agreement prior to their event confirming compliance with the City's Alcohol Policy. (refer to Alcohol Policy for complete list of the policy).

Licensing of outdoor Patio

If you are applying for a liquor license for the outside patio at the Bayshore, an additional form, available at City Hall, must be completed. This form requires a copy be returned to City Hall, Police Services, Public Health and Fire & Emergency Services 21 days prior to your event. A copy may also be required by the LCBO at the time of applying for your liquor license.

Licensing of Foyer

When obtaining your liquor license for the halls, please include the foyer on your liquor permit if you wish to license this area.

**MANDATORY
HOST LIABILITY
INSURANCE (PAL)**

Where a liquor license has been approved by the AGCO, the facility renter (individual who signed License/Permit Contract) must purchase and maintain in effect during the term of the rental "Host Liquor Liability Insurance/(PAL)" in the amount of \$2 million naming "The Corporation of the City of Owen Sound" as an additional named insured. If the person acquiring the insurance is different from the facility renter, then both parties need to be named as co-insured. The Certificate of Insurance **must be forwarded** to the Recreation Division, City Hall a minimum of 2 weeks prior to the event. Failure to provide satisfactory insurance shall result in cancellation of alcohol being served at the event.

SERVER TRAINING

All licensed events held at City facilities require two (2) Smart Serve certified individuals to be present for the duration of the event. Smart Serve cards must be presented to facility staff upon request.

NOTE: As of January 1, 2008, all workers involved in serving of alcoholic beverages at a licensed function held in city facilities shall be Smart Serve trained.

The following is the recommended number of event workers, eg. (security, ticket takers) including Smart Serve workers to be present during an event:

- 3 up to 100 persons
- 4 up to 200 persons
- 6 up to 300 persons
- 8 up to 400 persons

CLEANUP RESPONSIBILITIES	The renter is responsible to ensure that the kitchens are cleaned and sanitized prior to your departure. This includes dishes/cutlery/coffee pots washed and put away; sinks, stoves, counters cleaned, all food removed from fridges/cooler, floors swept. All tables must be cleared of dishes, garbage, tablecloths etc and washed. An hourly fee will be levied to cover all costs associated with the cleanup in the event the renter fails to complete work.
CONFETTI	Confetti/rice etc is not allowed in or around the facility. If they are used the renter will be responsible for the cost of cleaning up these materials.
DAMAGES	Users will be responsible for all and any loss or breakage that occurs while renting the facility.
DECORATIONS	No materials of any kind shall be attached to any part of the facility without approval from the facility staff. All decorations, supplies, equipment, must be removed by renter the day of the event. All setups and tear downs of decorations are the responsibility of the renter. Only masking tape and ceiling grid hooks are to be used when decorating the hall.
FACILITY STAFF	A staff member will be present in the facility the entire duration of your event. Any directions or instructions of that staff person are to be abided by for the safety and security of the building and all its users. Please report any safety issues immediately to that person. The facility staff has the authorization to terminate or modify the event if deemed necessary. The City will not be responsible for any costs of losses incurred by the renter.
FIRE REGULATIONS	All exit doors and fire routes must be kept clear and accessible in the case of emergencies. All candles must be used in accordance with fire codes. It is the responsibility of the renter to insure that the facility capacities posted at the facility are not exceeded at their event. Exceeding the posted capacities could result in the cancellation of the event.
GARBAGE/ RECYCLABLES	Assistance in recycling is encouraged and appreciated by the facility staff. Recyclable material should be placed in appropriate refuse containers. If you require assistance in the placement of these materials, please ask the staff on duty.
LENGTH OF RENTAL	The length of the rental is indicated on the signed License/ Permit unless other arrangements have been made with the facility. Renters may be charged an hourly rate for the additional time. The renter has until 2:00 am to clear the facility of all persons, goods and decorations etc without an additional fee of \$100 per hour being charged commencing from 1:00 a.m. until the renter has cleared the facility.
LIABILITY	Renters shall comply with all municipal by-laws and any other applicable laws and regulations. The Renter hereby confirms that he/she is of legal age to enter into the attached License/Permit. The City shall incur no liability to the renter for failure to perform any of the covenants or conditions contained herein if such failure is due to strikes, Acts of God, or any other cause beyond the control of the City.

The City will not be responsible for any lost or stolen articles as a result of the execution of the License/Permit, use of the facility by the Licensee, or the conducting of the event. The City will not be liable, directly or indirectly, for any personal injuries.

The License/Permit shall not be transferable without the written consent of the City, and any assignment thereof without the prior written consent of the City shall render the License/Permit attached null and void, except for the City's rights thereunder which shall remain.

The Licensee acknowledges that failure to comply with any of the requirements or deadlines listed in this condition of use will result in the cancellation of the License/Permit.

The renter shall be responsible for any and all damage to the City's premises and property and shall be responsible for all actions, behavior and damages caused by their guest/attendees.

The City is not responsible for accidents, injury, illness or loss of group or individual property.

PAYMENT

A signed contract and a \$150 deposit is due at the time of booking with the balance due six (6) months prior to the rental. For rental fees less than \$150 or less than six (6) months to date, full payment is due at time of booking.

REFUNDS

If the event is cancelled more than six (6) months in advance of the booking, a full refund less \$50 administration fee will be applied. Cancelled less than six (6) months in advance of the booking, there is no refund unless rebooked by another renter less the \$50 administration fee.

SETUP

Users of the Bayshore or Coliseum are required to contact the Bayshore (519) 376-3594 regarding your setup requirements a minimum of two (2) weeks prior to your event, or earlier if you require clarification regarding the number of people you will be able to accommodate based on your setup. Failure to comply with requests on time will not guarantee compliance of request.

Early delivery of items, i.e., linens, decorations, etc. for your event must be approved by facility staff. The City does not accept responsibility for any items brought in early or left at the end of your event. Delivery items to be removed within 24 hours following event or a minimum \$50 charge will be levied.

SOCAN

Renters will be required to pay an additional fee of \$60 (includes GST) if music is being played at your event as regulated by SOCAN (Society of Composers, Authors & Music Publishers of Canada).