

Appendix A



Facility Rental Application

The Municipality of Brockton
Recreation and Parks Department
Tel. 519-881-0625
Email: recreation@brockton.ca

Contact Information					
First name			Last Name		
Organization if applicable					
P.O. Box			Street Address		
City			Province		
Postal Code					
Home Phone			Cell Phone		
Email Address					
Rental Information					
Facility Requested			Room Requested		
Date (YYYY-MM-DD)			Type of Event		
Start Time			Finish Time		
Number of Patrons Attending event					
Will you be playing music? If so with or without dancing?	YES	NO	SOCAN FEES APPLY	With Dancing \$65+HST <input type="checkbox"/>	Without Dancing \$35+HST <input type="checkbox"/>
Rental activities Selecting yes may require additional approval, fees and/or insurance				Comments	
1. Is your event open to general public?	<input type="checkbox"/> YES	<input type="checkbox"/> NO			
2. Will you be selling or cooking food?	<input type="checkbox"/> YES	<input type="checkbox"/> NO			
3. Include serving or selling alcohol?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	\$5 Million Insurance Required and Special Occasion Permit **Refer to By-Law 2023-051 Municipal Alcohol Management Policy for the Municipality of Brockton		
4. Will persons under 19 be attending the event?	<input type="checkbox"/> YES	<input type="checkbox"/> NO			
5. Involve gambling or games of chance?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	Lottery License Required		
6. Include inflatables, bouncy castles, or dunk tanks?	<input type="checkbox"/> YES	<input type="checkbox"/> NO	Insurance must be provided by third party operating.		
7. Have you reviewed the Facility Rental Guide?	<input type="checkbox"/> YES	<input type="checkbox"/> NO			

Facility Rules and Regulations

Non-Permitted Uses

The following uses are not permitted within the rental space:

- The playing of music or videos intended for home viewing use only. Appropriate licensing fees must be obtained and is the responsibility of the renting party.
- Amplified sound or activities which can be heard outside of the permitted space unless prior council approval.
- Cooking food unless rented Walkerton Community Centre kitchen or Cargill Community Centre kitchen.
- Attendance which exceeds the posted room capacities or capacity with tables.
- Smoking and vaping is not permitted in any Municipality of Brockton's Facilities. All facilities are designated Non-Smoking ([Smoke-Free Ontario Act's Ontario Regulation 48/06](#)). Smoking is prohibited during all seasons at all outdoor playgrounds, sports fields and open public spaces within 20 meters of the property line.
- Activities which harass, discriminate or create an unsafe space.
- No throwing confetti/rice is allowed in Municipality facilities or on Municipal property.
- Open flames are not permitted, excluding candles on a cake (birthday).
- At no time is blocking fire exits permitted.

Cancellations/Payment

- A non-refundable \$100 security deposit is due at the time of booking.
- Full payment is due two weeks prior to the event, excluding fees that are determined based on the event i.e.: bartenders, security, etc.
- All bookings made within 14 calendars days of the event will not be eligible for a refund. The Applicant will be responsible for all applicable rental rates and fees.

Supervision of Space

The renting party is responsible for ensuring appropriate supervision of space including:

- Recommendation to have at least one adult is present for every 10 children for every room used/rented.
- Ensuring the Swim Admission Policy is followed for all aquatic rentals.
- Activities conducted safely.
- Equipment is used safely and as per its intended use.

The Municipality of Brockton staff retain the right to enter the rented space at any time.

Renting party and attendees are required to follow direction provided by the Municipality of Brockton staff or designate at all times.

Initials

Setting Up/Taking Down/Cleaning-Up

- Include set up and take down times within the rental times permitted. Extra fees will be applied if rental occurs outside of the permitted times or goes past rental agreement.
- Do not use tacks or any other instrument that will damage walls, tables, chairs or window treatments. Any tape used to decorate the halls must NOT leave a residue once your decorations are removed. Painters tape is recommended.
- Renting party is responsible for all clean-up of any decorations, wrapping, spills, or outside equipment brought into the space. Cleaning supplies will be provided.
- It is the renting party's responsibility to ensure that all belongings are removed from the facility at the end of the rental.

Termination of Agreement

- Rental agreements are subject to termination by the Municipality of Brockton in unforeseen circumstances or facility closures. Refunds will be provided; however, no further compensations will be given.
- Rental agreements are subject to termination from the Municipality of Brockton if the terms and conditions of the agreement are not being met. Refunds will not be provided when terms and conditions are breached by the renting party.

Conditions of Agreement

1. The Municipality reserves the right to cancel any rental agreement in unforeseen circumstances i.e. weather, or in an emergency.
2. A non-refundable \$100 security deposit is due at the time of booking. The remaining amount is due 14 calendar days prior to the event, excluding charges based off the rental (i.e. bartenders, security).
3. The Municipality requires every event to obtain insurance and be submitted a minimum of two weeks prior to the event to the Parks and Recreation Office. The insurance must include:
 - Name, address and telephone number of insured
 - Location and activity of the names insured for which the certificate is issued.
 - Description of coverage detailing type of insurances (must include liquor liability if alcohol being served), policy number, effective date, expiry date, and limit of liability.
 - A minimum of \$5 million liability is required for all events.
 - Name, address and telephone number of insurance company writing each policy (must be an accredited insurance company and licensed to carry on business in Ontario and is satisfactory to the Municipality).
 - All certificates confirming liability insurance must add the Municipality of Brockton as an additional insured.
 - Notice of cancellation or reduction on coverage as outlined on the certificate must be provided to the Municipality within 30 days.

- Insurance may be purchased through the Municipality if the event meets the requirements – please contact Municipal of Brockton Parks and Recreation staff at 519-881-0625 for more information and rates.
4. It is the renting party's responsibility to ensure that all required licenses are secured and provided a minimum of two weeks prior to the date of the event or function (i.e. Special Occasion Permit, Smart Serve Certificate, Lottery License, and Liability Insurance)
 5. The facility is to be used only on the date(s) and time(s) specified, and only for the purpose named. This agreement is non-transferrable.
 6. It is the rental party's responsibility to request adequate set-up/take-down time so they are able to complete their facility set-up/take-down time within the rented time allotment.
 7. The Municipality of Brockton will not be responsible for personal injury or damage or for the loss or theft of clothing or equipment of the applicants, or anyone attending on the invitation of the applicant or any persons contracted by the applicant.
 8. The applicant shall be responsible for the conduct and supervision of all patrons admitted to the building(s) shall see that all regulations contained herein are strictly observed.
 9. Fire exits must be kept free from obstruction in case of an emergency at all times.
 10. For all Special Occasion Permits, only monitors and servers that possess a Smart Serve Certificate will be permitted to serve alcohol or sell tickets. Information is available at www.smartserve.org
 11. All licensed events must abide by Brockton's Municipal Alcohol Management Policy By-Law 2023-051.
 12. For private events, a guest list must be submitted to the Municipality of Brockton Parks and Recreation office two weeks prior to the event.
 13. The Municipality of Brockton Checklist Agreement for Licensed Events found in the Municipal Alcohol Management Policy - Appendix B must be completed and submitted to the Municipality two weeks prior to the event.
 14. All rental fees are subject to change as per the Municipality of Brockton Fees and Charges By-Law.
 15. This application will not be valid until it is signed and dated by the renting party, including payment of non-refundable security deposit to the Parks and Recreation Office.
 16. Recreation staff will set-up the tables and chairs, provided a diagram of the layout is submitted 72 hours prior to the function. Diagrams are available at the Parks and Recreation Office.

Initials

We agree that we have read and understand the Facility Rules and Regulations. We agree to conform hereto and to be strictly bound thereby.

Signature of renting party

Date