

THE CORPORATION OF THE TOWN OF COBALT

COMMUNITY HALL RENTAL AGREEMENT

**THE FOLLOWING MUST BE SUBMITTED TO THE
MUNICIPAL OFFICE PRIOR TO APPLICANT
RECEIVING KEY:**

- LIABILITY INSURANCE - PARTY ALCOHOL
LIABILITY**
 \$2 Million (Two weeks prior to event)

- LIST OF SIP SERVERS WITH REGISTRATION
NUMBERS** **(Two weeks prior to event)**

- LIQUOR LICENCE/SPECIAL OCCASION
PERMIT** **(One week prior to event)**

**IT IS THE RESPONSIBILITY OF THE APPLICANT TO
PROVIDE PAYMENT IN FULL IN ORDER TO SECURE
THE DATE OF THE HALL RENTAL – NO TENTATIVE
BOOKINGS!**

CORPORATION OF THE TOWN OF COBALT MUNICIPAL ALCOHOL POLICY

GOAL OF THE ALCOHOL MANAGEMENT POLICY

The Town of Cobalt wishes to provide a Policy for responsible management practices at Special Occasion Permit functions held in or on Town of Cobalt facilities. The Town also wishes to reduce and/or avoid alcohol related problems that could result in litigation being directed towards the Corporation, its staff, community organizations, volunteers and participants. In order that as many people as possible can enjoy our facilities in a manner that encourages the health and safety of the participants and the protection of the municipal facilities, this policy has been developed for the orderly use of alcohol during events and functions.

FACILITIES ELIGIBLE FOR SPECIAL OCCASION PERMITS:

The Community Hall Arena Floor Surface (Summer only)
Council Chambers

FACILITIES NOT ELIGIBLE FOR SPECIAL OCCASION PERMITS:

- Areas are to be marked alcohol restricted
All Cobalt Recreation Parks Arena seating areas Fire Hall
Arena change rooms Arena ice surfaces

EVENTS NOT ELIGIBLE FOR SPECIAL OCCASION PERMITS:

Youth minor sports events, including banquets
All outdoor events (street parties)

SIGNS

The following signs shall be prominently displayed in Special Occasion Permit designated facilities:

A) STATEMENT OF INTOXICATION

The following statement will appear on a wall sign located in the bar areas “**the Town of Cobalt strives to provide recreation facilities for the enjoyment of all members of the community. Servers are required by law no to serve an intoxicated person or to serve anyone to the point of intoxication**”

B) ACCOUNTABILITY

The following statement will appear on a wall sign located in the main exit and bar:

TOWN OF COBALT RECREATION DEPARTMENT STATEMENT OF INTOXICATION

“It is against the law for licensed establishment to serve customers to intoxication. We do not wish harm upon any participant, not do we wish them to harm others. For this reason, servers in our facilities are required to obey the law and not serve anyone to intoxication. We believe that people use our facilities for enjoyable social gatherings, and we are happy to provide this opportunity. Should you wish a non-alcoholic beverage, request a soda, pop, coffee or other alternative. Should you wish a smaller-than usual portion of alcohol, request a low alcohol beer, wine or mixed drink.”

YOUTH ADMITTANCE TO ADULT EVENTS:

Persons under the legal drinking age shall not be admitted to adult social events, except the case of a family occasion such as a wedding, anniversary, birthday, and Miner’s Festival family-oriented events.

SERVER TRAINING:

All event servers, door supervisors, and floor supervisors will require an Addictions Research Foundation Server Intervention Course and have been trained in responsible server techniques.

LOW ALCOHOL DRINKS:

At least 35% of the available beer will consist of low-alcohol beer. Non-alcohol drinks must be available at no charge or at cost significantly lower than that of drinks containing alcohol.

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SAFE TRANSPORTATION:

DESINGATED DRIVER PROGRAM advertised at events. Identified designated drivers, such as wearing buttons. Designated drivers receive free non-alcoholic drinks.

ALTERNATE TRANSPORATION OPTIONS: Have sponsor drive intoxicated participant home.

Call a friend, relative, or taxi for intoxicated participant. Collect keys upon entry.

If necessary, call police, warn or apprehend impaired driver.

SOBER DRIVER SPOT CHECK AWARENESS: Alert people to RIDE spot checks.

INSURANCE:

Liability insurance coverage of at least \$2,000,000.00 and show proof to the Town of Cobalt at least 14 days prior to S.O.P. event

CONTROLS:

In order to be eligible to rent the Community Centre for a Special Occasion Permit event, the sponsor(s) must demonstrate to the satisfaction of the Municipal Staff that the Alcohol Management Policy is understood, that the regulations will be strictly observed, and that sufficient controls are in place which will assist in ensuring compliancy to the policy.

THESE CONTROLS WILL INCLUDE THE FOLLOWING:

1. The event sponsor must obtain a Special Occasion Permit from the Liquor License Board of Ontario and must show proof of this to the Municipal Staff at least five (5) days prior to the event.
2. Event sponsor to provide a list of event workers at lease two (2) weeks prior to the event, with Server Intervention Program registration number.
3. Entrance monitored by two (2) people over the age of nineteen (19). For groups of less than fifty (50) people, one (1) person monitoring the door is acceptable.
4. The event sponsor will receive a list of individuals who are barred from Cobalt Recreation facilities.
5. The event sponsor must provide the Municipal Staff with a copy of the L.L.B.O. receipt demonstrating the purchase of at least 35% light-alcohol beer.
6. Acceptable identification: Age of Majority card or Driver's License with photo.
7. Special Occasion Permit signatory must attend event and be responsible for making decisions regarding the operation of the event.
8. Event sponsor is responsible for the event, therefore, must refrain from consuming alcohol while the event is in progress.
9. All event workers must refrain from consuming alcohol while the event is in progress.
10. Event sponsor and Municipal Staff must ensure physical setting is safe for drinkers and non-drinkers.
11. Event sponsor must ensure that patrons do not engage in activities that could harm them or others.
12. All exits must be supervised.
13. A floor supervisor must be available to ticket sellers who require assistance in managing a person who is refused a sale.
14. All bottles are to be retained within the bar area and all drinks served in paper or plastic cups.
15. Licensee to abide by rules of the Municipal Alcohol Policy as enforced by municipality representative(s).
16. No marketing practices which encourage increased consumption, ie. Over-sized drinks, double shots, pitchers of beer, drinking contests, volume discounts.
17. A minimum of two (2) people to sell tickets.
18. Tickets must be purchased from a designated ticket seller and redeemed at the bar.
19. Unused tickets to be redeemable for cash at any time during the event.
20. Municipal Staff reserve the right to require the presence of two (2) police officers for the duration of an event, the cost to be borne by sponsoring group or individual.

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21. Free bar events must have trained servers and floor supervisors.
22. All events workers to wear highly visual identification.
23. Police to be notified by event sponsor before a situation is out of control.
24. Encourage consumption of food, low-alcohol, and no-alcohol beverages.
25. Clearly define ratio of event workers (door supervisors, floor supervisors, bartenders) to be designated by the Municipality and the lessee according to the type of event: weddings and receptions (sale and no sale), socials, fundraisers.
26. At masquerade events, participants to identify themselves to the event sponsor.
27. No last call.
28. Bar area to close after the last patron is served, no later than 1:00 a.m. with the exception of New Year's Eve, when this regulation may be extended by one (1) hour.
29. All entertainment to be completed by 1:15 a.m. All evidence of consumption will be removed by 1:45 a.m. with the exception of New Year's Eve, when this regulation may be extended by one (1) hour.

COMMERCIAL LIQUOR LICENSE APPLICATION

The approval of liquor license application submitted to the L.C.B.O. for establishments in the Town of Cobalt are the responsibility of Council and approvals for this shall be made by Council.

POLICY IMPLEMENTATION:

A copy of the Municipal Alcohol Policy will be made available to all renters of facilities, who will be required to read the policies, comply with the policies, and sign indicating they have read and understood the policies.

POLICY MONITORING AND REVISIONS:

The policy shall be reviewed periodically by the Recreation Committee based on information provided by the Recreation Chairperson or other sources and reported to Council with suggested policy changes if required.

GUIDELINES:

The sponsor of the event shall remiss, release, and forever discharge the Corporation of the Town of Cobalt from all manners of actions, causes of action, suits, debts, contracts, claims and demands whatsoever which he/she/it may now or have or which heirs, executors, administrators or assigns or any of them, hereafter, can, shall or may have for or by reason of any cause, matter or thing whatsoever which may be occasioned by the rental of the municipal facility or area and in consideration of the issue of a Special Occasion Permit, shall agree to save harmless and keep indemnified the Town of Cobalt from and against all claims and demands in respect of the use of the rented premises and in respect of the Special Occasion Permit and from and against all loses, damages, costs, charges and expenses which the Town of Cobalt may sustain or incur in consequence of having rented municipal facilities or areas to the Special Occasion Permit Holder.

COMPLETE POLICY STATEMENT:

If you wish to review the complete policy document, please contact:

Town of Cobalt
P.O. Box 70
Cobalt, Ontario P0J 1C0
(705) 679-8877

Approved by Council November 17, 1993, (Implementation date of May 1, 1994)
Motion #93.256

THE CORPORATION OF THE TOWN OF COBALT

COMMUNITY HALL RENTAL

THIS AGREEMENT made this _____ day of _____ 20_____.

BETWEEN:

**THE CORPORATION OF THE TOWN OF COBALT
Hereinafter called the "Town"**

-and-

Hereinafter called the "Applicant"

WHEREAS the Applicant is desirous of renting premises owned by the Town at 18 Silver Street (Community Hall), Cobalt, Ontario on the day of _____(year)_____ for the purpose of a _____.

AND WHEREAS it is necessary and desirous to establish certain guidelines and rules for the purpose of the rental of the aforesaid premises.

NOW THEREFORE THIS AGREEMENT WITNESS that in consideration of the mutual terms and covenants hereinafter contained the parties hereto hereby agree as follows:

1. (a) A flat rate to be determined and updated from time to time by resolution will be allowed for certain functions if requested at least one month prior to the event. Approval, in writing, must be presented to the Town Office at time of booking; otherwise full rates will apply.
(b) Full payment must be made at time of booking.
(c) Persons or organizations desiring to cancel must do so at least one month prior to date.
3. The Applicant undertakes and agrees to use the Premises for the purpose of a _____ and for no other purpose. **Initial: _____**
4. (a)The Applicant hereby undertakes and agrees to comply with all necessary requirements under the Liquor Licence Act, all amendments thereto and all regulations thereunder.
(b) The Applicant is responsible for obtaining his/her own Special Occasion Permit.
(c) The Municipality understands that _____ is of legal age and will be the Manager for purpose of the function and the Manager hereby undertakes and agrees to be responsible for compliance with all requirements under the Liquor Licence Act and to be responsible for compliance of any other rules as stated herein. **Initial: _____**
(d) In the event of any breach or infringement of the requirements of the Liquor Licence Act or regulations thereunder the Applicant shall forthwith close any bar on the premises.
(e) Intoxicating beverages shall not be permitted in the Hall at any time, except under L.C.B.O. regulations.
5. The Applicant shall allow any agents of the Town access to the Premises during the function for the purpose of inspection and ensuring that all regulations hereunder are complied with.
6. The Applicant agrees that the Premises have been inspected and the Applicant hereby accepts the Premises as being in proper condition and hereby undertakes to indemnify and save harmless the Town from any and all claims for damage whatsoever arising out of the Applicant's use of the Premises during the function. Building shall be left in same condition as received. **Initial: _____**

7. The Applicant hereby saves harmless and completely indemnifies the Town for any liability whatsoever arising as a result of the Applicant's rental of these Town facilities and use of the said facilities by the Applicant and Applicant must show proof of Liability Insurance (P.A.L.). **Initial:** _____
8. The Applicant agrees to provide such security as may be required to control the event being undertaken by the Applicant using the facilities rented from the Town and Applicant shall be solely responsible to determine what security shall be required.
9. The Applicant is required by the Town to obtain his/her own liability insurance covering the activities of the Applicant while using the facilities rented from the Town. **Initial:** _____
10. The use of any additional equipment, not supplied by the Hall, shall be subject to approval of the Town of Cobalt
11. NO CONFETTI or RICE shall be allowed inside the Hall.
12. The Hall shall be vacated by 3:00 a.m., except by special permission. All personal items must be removed. (ie: liquor, empty bottles, food, etc.) **Initial:** _____
13. Authorized personnel shall forward deposit refund(s) after final inspection of the Hall. **Initial:** _____
14. The Applicant hereby acknowledges receipt of a copy of the contract and agrees to abide by all the conditions contained therein. **Initial:** _____
15. All facilities are **NON-SMOKING**. **Initial:** _____
16. Coat racks can be relocated so long as they do not obstruct the exits/entrances.
17. I have read and understood the terms and conditions as set out in the agreement
18. In consideration of the permission to use the Cobalt Community Hall by the Town of Cobalt, the said _____ (*reenter either the individual or signatories of the organization*) hereby releases and forever discharges The Corporation of the Town of Cobalt, its employees and agents, of and from all claims, demands, damages, actions or causes of action, arising or to arise by reason of the use of the said facility from all claims or demands whatsoever in law or in equity which the users and participants in the said activities carried out in the facility.

19.

Facility Information			
Hall Area	31 ft x 89 ft = 2,769 ft ²	Hall Seating Capacity	261
Chairs	240	Tables	
		Round	17
		Rectangle	15 Large, 10 Small

Dated this _____ day of _____, 20_____.

Signature

Print name

Signature

Print name

RATES AND GENERAL INFORMATION

COMMUNITY HALL

FACILITY	FEE	Check all that apply	EQUIPMENT	FEE	Check all that apply
Complete Hall - Kitchen, Bar, Hall & Stage	\$350		Projector, HDMI Cord	Free	
Main Hall – Funerals, meetings, etc.	\$120		Projection Screen, Remote	Free	
ANY Service Clubs/Charitable functions <i>Please submit letter for council approval</i>	50% discount		Sound System	Free	
			Power Cord	Free	
Facility Deposit	\$200	√	Equipment Deposit	\$100	

I have read and understood the terms of the Town of Cobalt Hall agreement.

Rental Date: _____ Purpose of Rental: _____

Name/Organization: _____

Mailing Address: _____ Town: _____

Postal Code: _____ Phone: _____

Signature: _____ Date: _____

- * Key will be available for pick up between 3pm and 3:30pm on Friday for weekend events.
- * Key can only be picked up by the signing applicant and will be followed by a walkthrough of the Hall.
- * Deposit refunds will be reimbursed within 4 weeks of Event Date.
- * Elevator is for passengers only. Improper use could result in the forfeit of your damage deposit.

FOR CUSTODIAN USE ONLY

No Damages

Notes/Damages: _____

 Custodian Signature Date

FOR OFFICE USE ONLY

Receipt # _____ Rental Rate: _____
 Facility Deposit: \$200.00
 Equipment Deposit: _____
 Total Paid: _____

- Proof of Insurance
- Copy of Each Smart Serve
- Special Occasion Permit from Liquor License Board

Cheque # _____ Less Damages: _____
 Total Refund: _____

 Clerk Signature Date

CHAIRLIFT PROCEDURES

- The lift must not be used to transport goods. Doing so may result in forfeiting your damage deposit
- Passenger must always face direction of travel and remain seated at all times.
- If using a wheelchair or scooter, lock the brake.
- Do not stand on the platform. Use the fold-down seat and seatbelt.
- Do not place hands or fingers behind platform. Do not touch any moving parts.
- While lift is in motion ensure all extremities are inside the device arms.
- Use caution to prevent contact between stairway pedestrians and moving platform.
- To stop the lift in an emergency, press the stop button on either the platform or the pendant control.
- Fold or unfold function may be reversed by pressing the button once.
- If platform cannot reach the top of the stairs, return it to the bottom to unload.
- A trip switch is located on the top railing. This is for emergency use only. Ensure trip switch has not been activated if chair fails to move.

Authorized Event Representative

Date

**Pendant control must be returned at the same time as the
Community Hall key.**