



**TOWN OF PENETANGUISHENE RECREATION & COMMUNITY SERVICES DEPARTMENT**  
**P.O. Box/C.P. 5009 – 10 rue Robert ouest/West, Penetanguishene, ON. L9M 2G2**  
**Tel. (705) 549-7453 Ext. 231/email: aproulx@penetanguishene.ca**

**FACILITY RENTAL PERMIT (ALCOHOL)**  
**Penetanguishene Memorial Community Centre – Brian Orser Hall & Lounge**

**FACILITY**     **Brian Orser Hall (Capacity 244)**  
                    **Lounge (Capacity 100)**

**Private Function:**  **or Public Function:**

**DATE:** \_\_\_\_\_

**PURPOSE:** \_\_\_\_\_

**EXPECTED ATTENDANCE:** \_\_\_\_\_

**USER GROUP:** \_\_\_\_\_

**CONTACT:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**POSTAL CODE:** \_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_

**EMAIL ADDRESS:** \_\_\_\_\_

FACILITIES	START TIME	END TIME	DATE OF USAGE	COST	PRICE	HST/ PST	TOTAL
Brian Orser Hall (Includes one bartender)				\$450.00			
Lounge (Includes one bartender)				\$250.00			
Brian Orser Hall + Lounge (Includes one bartender)				\$525.00			
Second Bartender (over 150 people)				Per Contract Pay Grid			
Bartender (prior to 6:00 p.m.)				Per Contract Pay Grid			
Place setting (dishes) per person surcharge				\$1.00			
Use of Kitchen				\$40.00			
Brian Orser Hall (Use of Fryer)				\$150.00			
Brian Orser Hall/Lounge Activity Set Up/Take Down Fee (Per occasion)				\$40.00			
<b>INSURANCE (ALCOHOL) Less than 5 Hours</b>	<b>Participants</b>			<b>Per/hour</b>			
	0-50			\$11.78			
	51-100			\$14.14			
	101-150			\$16.49			
	151-200			\$18.85			
	200-250			\$21.21			

<b>INSURANCE (Cont.)</b>	<b>Participants</b>			<b>COST/ 1 Day Event</b>	<b>PRICE</b>	<b>HST/ PST</b>	<b>TOTAL</b>
<b>Alcohol</b>	0-50 51-100 101-150 151-200 200-250			\$58.91 \$70.69 \$82.47 \$94.25 \$106.03			
<b>TOTAL</b>							

**PLEASE SEE INSURANCE IF NEEDED +8%** **TOTAL PAYABLE (Including Taxes)**

**Comments/Instructions:**

I have signed the Special Occasion Permit Holder Agreement

**PAYMENT METHOD:** \_\_\_\_\_ **PAYMENT REC'D:** \_\_\_\_\_ **AMOUNT:** \$ \_\_\_\_\_

The undersigned agrees to indemnify the Corporation of the Town of Penetanguishene of all claims arising in relation to the Permit Holder's usage of the facilities provided such claims are not caused by the negligence of the Town of Penetanguishene. The Permit Holder also agrees to carry public liability insurance of not less than \$5,000,000 dollars, naming **the Corporation of the Town of Penetanguishene** as co-insured.

The undersigned further agrees to be bound by this permit and the Terms and Conditions contained herein and attached hereto, and hereby warrants and executes this permit on behalf of the user group and has sufficient power, authority, and capacity to bind the Licensee with his/her signature.

The Town of Penetanguishene hereby grants permission to use the facilities as outlined, subject to the terms and conditions of this Agreement contained herein and attached hereto, all which form part of this Agreement.

Dated: \_\_\_\_\_ Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature of Permit Holder \_\_\_\_\_  
Facilities Manager

**I have the authority to bind the corporation.**

Notice of Collection/Use/Disclosure. Personal information contained on this form is collected pursuant to Freedom of Information and Protection of Privacy legislation and will be used for the purpose of renting municipal property or facility space. Questions about this collection should be directed to the Town Clerk at 705-549-7453.

## TERMS & CONDITIONS

Rental of any Town of Penetanguishene municipal facility constitutes acceptance of the Terms and Conditions contained herein and attached hereto.

### **How Do I Rent a Facility?**

Complete the necessary **Facility Rental Permit** for indoor facilities, **Sports Field Permit** for outdoor facilities, parks & amenities, or a **Special Event Function Permit** for all special event functions (including parties, fundraisers, wedding receptions, family- picnics, religious services, all licensed occasions, etc.). To host a large event (ex. Festival, championship sporting event) please complete a Request to Host a Special Event Application and/or contact the Recreation & Event Coordinator.

Proof of applicable general liability insurance must accompany the permit application unless otherwise stated.

Payment of applicable fees (Damage Deposit and Rental Fees) must be paid to the Town of Penetanguishene.

### **Payment Information**

Your Permit will outline all requirements and service charges. Payment for facility rentals unless otherwise stated, must be made not less than thirty (30) business days prior to the date of the function or event, Payment will be accepted in the form of cash, cheque, or money order, payable to the Town of Penetanguishene, or by VISA, MasterCard or Interact. Duplicate receipts will be subject to a \$15.00 administrative fee.

### **Returned (NSF) Cheques**

The Town of Penetanguishene will charge an administrative fee of \$45.00 for cheques that are returned to us by the bank. If this should occur, you will be required to replace your original with CASH or CERTIFIED CHEQUE, made payable to the Town of Penetanguishene, in the amount of the total program registration fee plus the \$45.00 administration fee.

### **Cancellation and Refund Policy**

If you cancel your booking(s) with more than thirty (30) days notification, you will receive a full refund of applicable fees and damage deposit fees paid minus a **\$20.00** administration fee per booking.

If you cancel your booking(s) with less than thirty (30) business days notification, you will forfeit your full damage deposit fee.

If you cancel a regular (repeat) booking with less than seven (7) business day notification, you will be charged the applicable fees for that booking date.

All cancellations must be made in writing to the attention of the Facilities Manager or designate.

Please allow 2-3 weeks to process refunds.

### **Health Considerations**

Permit Holders shall and do agree to comply with all applicable provincial orders and directives, guidelines of public health authorities including those issued by the Province of Ontario and the Simcoe Muskoka Regional Health Unit. In addition, the permit holder shall and does agree to comply with guidelines, protocols, directives, etc., issued by the Permit Holder's governing organization(s) and/or its insurers.

### **Special Occasions Functions**

Functions serving alcohol are required to obtain a Special Occasions Permit from the Liquor Licensing Board of Ontario and adhere to all the regulations of the Town of Penetanguishene as outlined in our Alcohol Risk Management Policy. The Permit Holder agrees to provide paid Duty Officers or Security coverage at their expense, as deemed necessary by Town staff.

## **SOCAN**

The Society of Composers, Authors, and Music Publishers of Canada (SOCAN) is a Canadian owned, non-profit organization that protects the rights and copyrights of composers, authors, and publishers in the music industry. Fees apply to concerts, exhibitions, fairs, skating rinks, parties' receptions, dinners, dances, banquets, shows, athletic events, family gatherings held outside the home, etc., where music is played. SOCAN fees are payable by the permit holder. The Town of Penetanguishene collects and forwards 100% of this fee to SOCAN. **THE TOWN OF PENETANGUISHENE RESERVES THE RIGHT TO CANCEL THIS CONTRACT FOR ANY REASON, AT SUCH TIME ALL DEPOSITS WILL BE RETURNED. THIS PERMIT IS NOT TRANSFERABLE.**



## Booking Information

1. Cocktail/Happy Hour (please circle) Yes or No  
If yes, at what time? \_\_\_\_\_  
How many people? \_\_\_\_\_  
Does the bar shut down during the meal? \_\_\_\_\_
2. What time do you require to be in a) to decorate? \_\_\_\_\_ bring in supplies? \_\_\_\_\_  
or any other needs? \_\_\_\_\_
3. Disc Jockey or band? \_\_\_\_\_ What time for set-up? \_\_\_\_\_  
If it is a band, are extra stage pieces required? \_\_\_\_\_  
The DJ stage is 8'X8' and 98" high. The extra stage pieces are 4'X8' sections.
4. Without a cocktail/happy hour, what time do you require the first bartender? \_\_\_\_\_.  
If the function is over 150 people, what time do you require the second bartender? \_\_\_\_\_.  
The second bartender may be supplied by the function applicant if the person has Smart Serve or the Server Intervention Certificate which must be shown to the staff.
5. Is the event catered? \_\_\_\_\_ Caterer's name: \_\_\_\_\_  
Caterer's Phone: \_\_\_\_\_ What time will he/she be in? \_\_\_\_\_  
Hot or Cold buffet? \_\_\_\_\_
6. Do you need the gas oven/range turned on? \_\_\_\_\_ At what time? \_\_\_\_\_  
(The oven/range are lit by the arena staff)
7. Will the DJ/Band be set up to allow your use of their microphone? \_\_\_\_\_  
The arena has a microphone and podium available.
8. The applicant wishing to use the oil fryer is responsible for the oil and removal of same.
9. If you require a second bartender, we will require a copy of the Smart Serve Card number.



## **CONTRACT FORM**

**AGREEMENT** for the use of the Lounge and/or the Brian Orser Hall at Penetanguishene Memorial Community Centre made this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

**BETWEEN:** The Recreation & Community Services Department, Town of Penetanguishene (The party of the First Part)

**AND:**

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**(The Party of the Second Part)**

1. The Party of the Second Part agrees to rent the Lounge and/or the Brian Orser Hall (circle one or both) at the Penetanguishene Memorial Community Centre on \_\_\_\_\_, 20 \_\_\_\_.
2. The Party of the First Part agrees to offer the Lounge and/or Brian Orser Hall at the Penetanguishene Memorial Community Centre, lighted, heated, washroom facilities: a bartender, one upright fridge, tables, and chairs. Both halls are accessible by use of an elevator.
3. The party of the Second Part agrees to offer all refreshments, food, tablecloths, glasses, plates, their own change float for the bar etc. to conduct their function unless otherwise arranged.
4. The Party of the Second Part also agrees to abide by the rules and regulations set out by the Liquor Licensing Board for their Special Occasion Permit. The Party of the Second Part further agrees to abide by and follow all rules and regulations as set out in the Town of Penetanguishene Alcohol Risk Management Policy.
5. The Party of the Second Part further covenants and agrees to repair and/or pay all damage caused to building, grounds, chattels and equipment belonging to the Party of the First Part and caused by the Party of the Second Part or its agents. The said damages are to be repaired or paid for the full satisfaction of the Party of the First Part.
6. Decorations may only be used if agreed by the Facilities Manager or his/her agent.

7. The Party of the First Part agrees to set up said hall(s) with tables and chairs to the satisfaction of the person renting the hall(s). The layout of the event must be confirmed at least one week before the event.
8. The Party of the Second Part must remove all liquor bottles, beer bottles, food etc. and clean tables of debris immediately following their event.
9. The Party of the Second Part agrees not to hold the Party of the First Part responsible for any injuries that may occur to anyone whatsoever, either in the Brian Orser Hall and/or Lounge Area Premises or in the parking area. Party of the Second Part further agrees to manage the actions of all persons in attendance at the event which is subject to this contract.
10. If there is any contravention of the above agreement this contract becomes invalid at once.
11. For bookings failure to comply will result in an extra charge of \$50.00 for cleaning up.
12. It is the responsibility of the Party of the Second to make sure that all dishes used are cleaned properly. Failure to comply will result in an extra \$50.00 charge.

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**Party of the Second Part Signature**

**NOTES:**

- Bartender is needed for all rentals.
- 2<sup>nd</sup> Bartender needed for any function of 150 or more people.
- Dishes are to be set up and taken down by the party of the second and washed and put away.
- Applicants supply their own tea towels, knives, cutting boards, can openers etc.
- Liquor Liability Insurance is mandatory as direct responsibility falls on the Liquor License Applicant. Insurance coverage is provided by PAL Insurance Brokers Ltd. at 1-800-265-8098 or Fax (1-519-583-3677) or also contact your Home Insurance Brokers of Fax (1-519-583-3677)
- Bartender(s) will do cash/ticket sales if requested.
- Removal of liquor, food, and decorations etc. must be done at the end of the function.
- The Liquor License holder /applicant is prohibited from giving or selling unused liquor/beer/wine etc. when the function is over.
- Liquor/beer gifts as part of a raffle must only be in the form of a gift voucher/certificate.
- Mix supplied by the renter i.e., Diet Coke, Sprite, Ginger Ale, Tonic Water, Club Soda, Orange Juice.
- Coffee/tea urns are available.

**FOOD SUPPLY**

It is the responsibility of the applicant to comply with the Alcohol and Gaming Commission of Ontario regulations and in keeping within the requirements of their Special Occasion Permit (SOP).