

THE CORPORATION OF THE VILLAGE OF MERRICKVILLE-WOLFORD

BY-LAW 25-2024

**BEING A BYLAW TO ADOPT
A HALL RENTAL AGREEMENT AND FEE POLICY**

WHEREAS Sections 8 and 9 of the *Municipal Act, 2001* provides the municipality with the powers of a natural person and the authority to govern their affairs as they consider appropriate; and

AND WHEREAS Section 391 of the *Municipal Act, 2001*, S. O. 2001, c. 25, as amended, authorizes a municipality to impose fees or charges on persons for services or activities provided or done by or on behalf of the municipality and for the use of the municipality's property; and

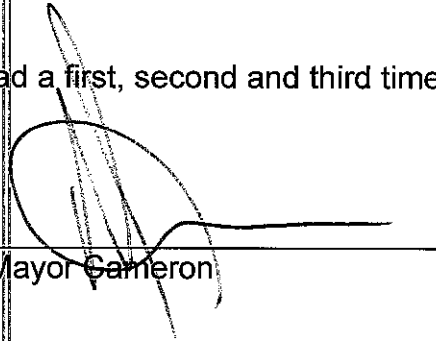
AND WHEREAS the Council of the Corporation of the Village of Merrickville-Wolford deems it expedient and in the public interest to adopt a Hall Rental Agreement and Fee Policy.

NOW THEREFORE the Corporation of the Village of Merrickville-Wolford enacts as follows:

A Policy to Implement a Hall Rental Agreement Schedule "A" and Fee Schedule "B".

1. THAT Schedule 'A' hereto shall be made part of this By-law as fully as if recited herein.
2. THAT Schedule 'B' hereto shall be made part of this By-law as fully as if recited herein.
3. THAT this By-law shall supersede any and all By-laws and/or policies deemed to be inconsistent.
4. THAT this By-law shall come into force and effect immediately upon the passage thereof.

Read a first, second and third time and passed on the 13th day of May 2024.



Mayor Cameron



Clerk McCaugherty-Jansman

Village of Merrickville-Wolford By-law 25-2024 Schedule "A" Rental regulations - conditions
Revised May 13, 2024

The Merrickville Memorial Community Centre at 106 Read Street and the Eastons Corners Centennial Hall at 43 Park Street are the property of the Corporation of the Village of Merrickville-Wolford (henceforth the "Municipality").

Rental of the Memorial Community Centre and of the Centennial Hall (henceforth the facilities) are for the building and equipment as defined in the contract. Regulations and conditions for renting municipal facilities form part of the contract, and are as follows:

General principles:

Facility allocations shall be based on the philosophy that Merrickville-Wolford groups (and neighbouring municipalities with cost-sharing agreements) and groups that serve the best interests of the entire community of Merrickville-Wolford shall have priority over limited access groups or groups from outside the Village.

Priority will be given on a "first come, first served, first paid basis" unless otherwise indicated in a specific section of the rental agreement. Conflicts will be dealt with on an "as required" basis.

The Municipality assumes no responsibility, either directly or indirectly, for any actions arising out of use of the area by any person attending the Renter's event, nor for the loss of any belongings, item, exhibit, or artifacts of the renter (or people attending the event) in the building or on the grounds. The Renter agrees to save the Municipality, its officers, servants, and employees from any liability for bodily injury or property damage howsoever caused. The Renter accepts full responsibility for any and all damage incurred during the occupancy of the facility from any claim arising out of the use thereof.

Smoking:

Smoking is prohibited inside municipal facilities.

Pyrotechnics:

Pyrotechnics, fire, and candles are prohibited inside the facilities, except for canned candle/heat for chafing-dishes. Only a licensed operator is authorized to set up and ignite pyrotechnics outside the facilities.

Motorized vehicles inside facilities:

The running of motor engines is prohibited inside the facilities, unless operating to place on display. The Renter shall place a protective cloth/pad/sheet underneath motorized vehicles (cars, trucks, motorcycles, ATV, etc).

Alcohol:

The presence and consumption of liquor is not allowed inside the facilities nor on the premises, unless authorized by the Liquor Control Board of Ontario (LCBO).

If alcohol/liquor is present during the event, the Renter shall: obtain appropriate permits and licences from the LCBO; use the bar area; post LCBO permit and licence in the bar, and make them visible; provide beer cups, wine and liquor glasses; remove all evidence of service and consumption of liquor within one half (1/2) hour after the expiry of such permit and licence; and, ensure that all the people attending the event comply with the Liquor License Act and Regulations of the Province of Ontario.

Village of Merrickville-Wolford By-law 25-2024 Schedule "A" Rental regulations - conditions
Revised May 13, 2024

The person(s) named on the permit and license must be on premises at all times. Alcohol consumption is to be in accordance with the LCBO permit or licence. Liquor must be served under the authority of an LCBO permit and licence, and only during the hours specified.

Security:

The Renter shall provide such security as may be considered adequate to cover the event.

Insurance:

The Renter has two options: provide their own insurance; or request to be covered under the Municipality's "Commercial General Liability Coverage" insurance. Insurance is a rental condition.

Own insurance:

The Renter shall provide their own General Liability Coverage insurance. The Renter shall include the "Village of Merrickville-Wolford" as additional insured. Before the event, the Renter shall provide the Municipal Office with a copy of the insurance certificate.

Municipality's "Commercial General Liability Coverage" insurance:

The Renter shall request to be covered under the Municipality's "Commercial General Liability Coverage" insurance policy. The Renter shall familiarize themselves with the Municipality's insurance policy; a copy of the municipal insurance policy is available at the Municipal Office upon request. The Renter shall provide to the Municipal Office before the event a written list of names of the organizers to be covered under the Municipality's insurance if there are more names than the Applicant(s)/Person(s) listed on the rental application/contract.

Absence of Renter:

In the event that the facilities are not being used or occupied by the Renter within sixty (60) minutes of the given start time and date, the facilities shall be surrendered to the Municipality. The deposit and payment will not be returned.

Inappropriate actions:

The Municipality, its duly appointed representative, including the Ontario Provincial Police (OPP), has the authority: to enter the facilities at anytime to ensure conformity and/or compliance with the rental agreement and various legislations (i.e. Fire Code); and, to cancel or abort any event if deemed in non-conformity and/or non-compliance.

The Renter is liable for the activities he/she allows during the event. If the Renter allows unsafe activities during the event, the Renter may be liable for any unfortunate outcome.

Alter/Cancel:

The Municipality reserves the right to alter or cancel the rental. The deposit fee will be returned to the Renter. The Municipality assumes no responsibility for any damage or loss due to the cancellation.

The Renter shall provide the Municipality with seven (7) days advance notice of cancellation in order to have the deposit returned. Failure to notify will result in full rental fee being charged; and the deposit and any other payment not being returned.

Damages:

The Renter shall pay for all damage to the premises or furnishings arising out of the use of the facility by the Renter. The Renter will not paint in part or in whole any equipment and property (including facilities) of the Municipality. A deposit is required prior to the rental.

Inspections:

Prior to all events, except those held on a weekly basis during the week (i.e.: scouts, playgroup), municipal staff will inspect the facility with the renter to note any inadequacies. Municipal staff will inspect the facility following the rental with the inspection form and will note any damage or inadequacies. The Renter must make an appointment at least one week prior to the rental with municipal staff to set a date and time for the inspection.

Cleaning supplies or replacement:

Sufficient supplies and equipment are on hand in the kitchen, entrance hall or the washrooms. All washroom supplies will be provided for the event, and adequate replacements will be made available. If it is necessary to fill the soap in the washrooms, they should only be filled $\frac{3}{4}$ full.

Custodian staff:

There is no full-time custodian at the facilities. The Renter should provide their own personnel to deal with all minor maintenance events. Use of staff for an event should be discussed prior to rental, at a rate of pay to be determined.

Outside use of grounds:

At the Merrickville Memorial Community Centre, the soccer fields, baseball diamond, exhibition fairgrounds, play structure, rink house and ice rink are not included in the rental of the facilities.

At the Eastons Corners Centennial Hall, the softball diamond, tennis courts, ice rink and rink house, and the play structure are not included in the rental of the facilities.

The Renter shall make separate arrangements with the Municipality for renting these facilities.

Service providers, e.g.: catering, musicians, etc:

All service providers are the responsibility of the Renter. All equipment, articles, and belongings of the service providers are the responsibility of the renter and shall be removed from the facility at the end of the event.

Access prior to the event:

Renters may be granted access to the building up to 12 hours before their event if this does not conflict with another user. Arrangements shall be made prior to rental.

Deliveries and Loading/Unloading:

All merchandise/goods/equipment supplied or delivered by or for the Renter to the facility shall be and shall remain solely at the Renter's risk. The Municipality assumes no responsibility for loss or damage thereto by any cause whatsoever. Municipal representatives will not sign for goods. The Renter shall use the double doors at the south parking lot for loading/unloading.

Storage:

No merchandise/goods/equipment may be stored prior to or following an event.

Craft Fairs, Markets, Auctions:

Craft Fairs, Markets, Auctions, or any group that displays goods and/or materials for sale will not bring or move any item into the Community Centre until the night or day preceding the sale at a time being one (1) hour following the last scheduled event preceding their sale.

Sublet:

The Renter shall not exchange, assign, broker or sublet the facility to any other group or person. Any attempt to undertake such will result in the immediate cancellation of the contract, without any refund of any deposit. This section does not apply to events organized by the Renter where the Renter rents space, such as a craft fair, trade show, art show, auctions, etc.

Keys:

The Renter shall obtain a key prior to the event from the Municipal Office and shall return the key on the day following the event or in the drop box at the Municipal Office. Keys are available from 8:30 am to 4:30 pm during the week at the Municipal Office. The Renter shall lock all outside doors when vacating the facilities.

Repeat yearly event:

If a Renter wishes to hold its event at the same time the following year, the Renter shall complete an application form, submit it to the Municipality, and include a deposit. Overdue accounts must be paid before re-booking facilities. There are no guarantees of availability.

Booking of facilities:

The Municipality reserves the unrestricted right to refuse booking facilities.

Deposit:

A deposit of 50% of the total rental fee is required with the application for the Merrickville Memorial Community Centre at 106 Read Street. As for the Eastons Corners Centennial Hall at 43 Park Street, payment in full is required with the application.

Overdue account:

Overdue accounts penalty of 1.25% of unpaid balance will be added on the first day of every calendar month after due date (rental date).

Kitchen:

At the end of the event, the Renter shall:

- wash, dry, and put away all dishes, pots and pans, coffee makers, etc. that were used during the rental;
- clean the inside of the fridges, and the stove top and front, if there are spills;
- wash and dry the counter tops;
- mop up spills on the floor;
- ensure stoves are off and fridge doors are closed.

A broom and mop/bucket are available for spot cleaning. The drawers are very heavy. Care should be taken when opening them. Do not pull them out all the way. Hot water is set at 130°C to meet Health Unit Requirements. It is not recommended that you run water directly on hands.

MAIN HALL:

1. Decorations:

Doors and walls may be used for decorations. Confetti is not allowed. The Renter shall not use tacks, nails and screws that will make holes. The Renter shall use removable tape. The Renter shall remove decorations immediately after the event.

2. Floors:

A strong effort is made to keep the floors in good condition. The Renter shall not use tape or adhesive that will remove the finish on the floor. The Renter is responsible for excessive scuffing caused by dragging and moving furniture or other items; the Municipality will invoice the Renter for the cost of reinstatement of the floor finish.

3. Stage:

When indicated on the rental application, the Municipality will provide a stage. Once set up, the Renter shall not move or dismantle the stage, nor alter its appearance. The stage is only available at the Community Centre in Merrickville.

4. Tables:

When indicated on the rental application, the Municipality will bring tables into the Main Hall. The Renter shall set up the tables. The Renter shall not remove tables from the building nor use them for outside events. At the end of the event, the Renter shall wash and clean the table surfaces. Tables are to remain in the main hall at the conclusion of the event. In the Merrickville Community Centre, the tables are eight (8) feet long with a hard plastic grey surface. In Eastons Corners, the tables are of two types of wooden surface; and square and six (6) feet long. Table coverings and place mats are the responsibility of the Renter.

5. Chairs:

When indicated on the rental application, the Municipality will bring chairs into the Main Hall. The Renter shall set up the chairs. The Renter will not remove chairs from the building nor use them for outside events. Chairs are to remain in the main hall at the conclusion of the event.

6. Exit signs and fire doors:

Obstruction of exit signs, stairways and exit doors is against the law. All fire doors (so marked) shall be kept closed at all times.

Fire Department Officials, O.P.P. or a Municipal designate may inspect the premises at any time and may order the removal of any materials where the presence, nature or quantity of such materials may create a hazard.

7. Garbage:

At the end of the event, the Renter shall:

- collect garbage in and around the facilities;
- place the tied/secured garbage bag(s) in the east hallway next to the kitchen;
- remove boxes, crates and cartons that were brought in for the event;
- remove event food from the premises.

The Municipality will charge the Renter a fee for clean-up, if required.

**Village of Merrickville-Wolford Hall Rental Agreement
By-law 25- 2024 Schedule "B"**

Organization: _____

Contact Person: _____

Contact Information: _____

Date of Rental Agreement: _____ Hours: _____

Event Type: _____

Bar: YES / NO Hours: _____

MERRICKVILLE COMMUNITY CENTRE

Option 1 – Basis Hall Rental Fee **without bar (estimated fee for cleaning included \$150.00)**

RESIDENT	NON-RESIDENT
\$200.00 + HST \$26.00 = \$226.00	\$300.00 + HST \$39.00 = \$339.00
+ \$200.00 Security Deposit	
AUCTION	
\$400.00 + HST \$52.00 = \$452.00	\$500.00 + HST \$65.00 = \$565.00
SERVICE ORGANIZATION	
\$200.00 + HST \$26.00 = \$226.00	\$200.00 + HST \$26.00 = \$226.00
UPSTAIRS ROOM /Lease agreement with TNIM until September 30, 2029	
\$75.00 + HST \$9.75 = \$84.75	\$100.00 + HST \$13.00 = \$113.00
COMMUNITY CENTRE & GROUNDS WEEKEND EVENT	
\$1,750.00 + HST \$227.50 = \$1,977.50	\$1,900.00 + HST \$247.00 = \$2,147.00
GROUNDS ONLY WEEKEND EVENT	
\$750.00 + HST \$97.50 = \$847.50	\$900.00 + HST \$117.00 = \$1,017.00
BLOOD DONOR CLINIC	
NO CHARGE	
FUNERAL SERVICE	
NO CHARGE	
THREE HOUR RENTAL FEE*	
\$100.00 + HST \$13.00 = \$113.00	\$150.00 + \$19.50 = \$169.50
Community Group \$50.00 + \$6.50 = \$56.50	\$50.00 Security Deposit

Option 2 –Hall Rental Fee **with bar (estimated fee for cleaning included \$200.00)**

RESIDENT*	NON-RESIDENT*
400.00 + HST \$52.00 = \$452.00	\$500.00 + HST \$65.00 = \$565.00
+ \$300.00 Security Deposit	

**Village of Merrickville-Wolford Hall Rental Agreement
By-law 25- 2024 Schedule “B”**

WOLFORD HALL RENTAL (estimated fee for cleaning included \$50.00)

RESIDENT	NON-RESIDENT
\$75.00 + HST \$9.75 = \$84.75	\$100.00 + HST \$13.00 = \$113.00
THREE HOUR RENTAL FEE	
\$40.00 + HST \$5.20 = \$45.20	\$60.00 + HST \$7.80 = \$67.80
FUNERAL SERVICE	
NO CHARGE	

*Renter shall: obtain appropriate permits and licenses from the LCBO; use the bar area; post LCBO permit and license in the bar, and make them visible; provide beer cups, wine and liquor glasses; remove all evidence of service and consumption of liquor within one half (1/2) hour after the expiry of such permit and license; and, ensure that all the people attending the event comply with the Liquor License Act and Regulations of the Province of Ontario.

Proof of residency must be provided at the time of booking.

Upon signing, the Renter acknowledges that he/she has read and understands the terms of the agreement.

Village of Merrickville-Wolford

Renter