

GENERAL CONDITIONS

This agreement is subject to the following general conditions which are agreed to by the Applicant.

1. That this application may not be considered for acceptance by the Township unless made and signed at least TWO WEEKS prior to the proposed date of the function. Tentative bookings will be honoured by the Township for only 48 hours.
2. To pay, at the signing of this Application, a non-refundable deposit which, in the discretion of the Township, may amount to a portion of or all of the Basic Charge;
3. Unless notification of any cancellation is received in writing from the Applicant by the Township's Supervisor who accepts this Application at least ONE WEEK prior to the date of the function, the balance of the Basic Charge is due and payable to the Township;
4. (a) Where additional cleaning of the Premises is deemed to be necessary by the Township, to pay the Township a Clean-up Charge in such amount as is determined by the Township;
- (b) To return the Premises back to the general conditions of cleanliness and repair in which it was found. Specifically, it is expected that all refuse will be placed in garbage bags or receptacles; that kitchen counter tops and sinks will be left clean; and that tables and chairs will be repositioned as found or as otherwise directed by the Township.
5. (a) To be responsible for any damage incurred to the Premises or Township property as a result of any act or omission of the Applicant or the Group named hereon or their members, officers, employees, agents or contractors or any person who attends the function and, in the event of such damage, to pay the Township a Damage Charge in such amount as is determined by the Township; and
- (b) To check the Premises for any damage and report same to a Township Employee of the Facility prior to the commencement of the function;
6. (a) With respect to a function on a single date, to pay to the Township the balance of the charges due within 30 days following the date of billing;
7. To pay all charges due in cash or by money order or non-postdated cheque to the "Township of The Archipelago".
8. That the Township shall not be liable for any damage to or loss of any property brought into the Premises in conjunction with the function by the Applicant or the Group named hereon or their members, officers, employees, agents, or contractors or any person who attends the function;
9. To supervise and control all persons in attendance at the function and to restrict such persons to the Premises;
10. To abide by the capacities for persons posted or made known for the Premises;
11. Not to contravene any statutes or regulations of the Province of Ontario or the Dominion of Canada and any By-Laws of the Township.
12. For a licensed function, to obtain a proper licence from the Licence Board of Ontario, to provide and deliver all liquor and equipment necessary for the sale and consumption of liquor, to enforce and abide by all regulations governing the sale and consumption of liquor, to remove all remaining liquor and equipment provided immediately following the function and to bear all costs relating to the above;
13. The Township reserves the right to cancel this Agreement upon notification to the Applicant at least ONE WEEK prior to the date of the function, in which event any deposit paid shall be refunded to the Applicant and the Township shall not be liable to the Applicant for any loss or damages.
14. To refrain from the use of confetti on the Premises;
15. To provide any pay for police or security officers, if required by the Township, in such numbers and with such identification as is acceptable to the Township; and
16. If required by the Township,
 - (a) To take out with an insurer licensed to carry on business in Ontario, at the expense of the Applicant, a comprehensive policy of the public liability and property damage insurance acceptable to the Township providing insurance coverage in respect of any one accident to the minimum limit of One Million Dollars (1,000,000.00) exclusive and cost, against loss or damage resulting from bodily injury to or death of one or more persons and loss of or damage to property arising in connection with the function as a result of any act or omission of the Applicant or Group named hereon, their members, officers, employees, agents or contractors; Such policy shall name the Township as an additional insured as its interest may appear and the Applicant shall provide a certified copy of the policy or a certificate thereof to the Township before the date of the function; and
 - (b) To protect, defend, indemnify and save the Township harmless from all claims, actions and proceedings including any costs and expenses incurred by the Township thereby, for loss, damage or injury, including death, to any person or persons and to any property arising in connection with the function as a result of any act or omission of the Applicant or Group named hereon or their members, officers, employees, agents or contractors or any person who attends the function.

I have read this Application and hereby covenant and agree to all of the general and specific conditions set out and, in particular, hereby covenant and agree that I am personally responsible and obligated to pay all charges due to the Township in accordance with the conditions. I further acknowledge and agree that any breach of any of the conditions may result in the termination of my right to use the Premises at the discretion of the Township.

Witness _____

Applicant _____

Date _____

Supervisor _____

Date _____

In consideration of the covenants made by the applicant, I hereby accept this Application on behalf of the Township so as to permit the Applicant the right to use the Premises at the time or times specified opposite.