

Delta Mill Society - Facilities Rental Agreement Old Stone Mill (OSM) or Old Town Hall (OTH)

Rental Season: April 1 to October 31 (OSM is unheated, OTH is minimally heated in winter)

The Delta Mill Society's primary concern is the care and safeguarding of its facilities, collections, and exhibitions. As such, lessees should be aware of the nature of these facilities, and ensure that their activities are appropriate. While rental of these facilities is by mutual agreement between the Lessor and the Lessee, the Lessor (The Delta Mill Society) reserves the right to refuse rental for any reason.

Event Information (Please Print):

Date(s) Requested:

The facilities are to be used only on the date and hours agreed upon and for the purpose stated in this agreement. Hours as specified include set-up and cleanup. Should any personnel of The Delta Mill Society be required to stay past the hours specified on the permit, an additional fee will apply.

Building(s) and Audio/Visual Requested:

1.) **Old Stone Mill** Note: during the Summer Season, Victoria Day Weekend to Labour Day Weekend, and on special event days (i.e. Harvest Festival), the OSM is only available after 5:00 p.m.

Times Requested: From _____ a.m. / p.m. To _____ a.m. / p.m.

2.) **Old Town Hall**

Main Hall *Delta Room* *Kitchen Use (fridge, stove, dishwasher)* *Lift* *Stage*

3.) **AV and other equipment rental**

Times Requested: From _____ a.m. / p.m. To _____ a.m. / p.m.

Type and Description of Event:

Alcohol to Be Served? Yes ____ No ____

If 'yes', then the applicant is responsible for providing copies of the following documentation to the DMS at least one(1) week prior to the event date.

- 1. Special Occasion Permit _____
- 2. Smart Serve _____
- 3. PAL Insurance* _____

*PAL = Party Alcohol Liability - provides protection when lawsuits are brought against individuals, organizations or companies who host single/multi-day functions with alcohol service. It is designed for Event hosts who are holding reception-type events in a rented facility. A valid liquor permit or license must be in place for service of alcohol.

Special Considerations:

List of Items/Equipment to be brought in

Anticipated Attendance: _____

Event Capacity: Old Town Hall, Main Hall: audience standing **150**; audience seated **125**; seated meal with round tables **75**; seated meal with rectangular tables **100**. **Old Town Hall, Delta Room:** seating **14**. **Old Stone Mill:** audience standing **75**; audience seated **50**.

Applicant Information:

(Note: This Facility Rental Agreement is not transferrable)

Name of Individual, Group, or Organization:

Contact Person Organization Name

Mailing address

City/Town Prov Postal Code

Telephone Email

DMS contact for this rental is: Tel:

Fee Schedules

OLD STONE MILL Fee Schedule (includes SET UP/CLEAN UP TIME)	COST	Add to total
Half Day/Evening Only - 4 hours. Note: during the Summer Season, Victoria Day Weekend to Labour Day Weekend, and on special event days, the OSM is only available after 5:00 p.m.	\$500.00	
Basic Fee per hour (after 4 hours)	\$150.00	
Rental Deposit	\$100.00	
Maintenance Deposit	\$150.00	
Set Up (DMS Volunteer) – additional (if required)	\$100.00	
	OSM TOTAL	

OLD TOWN HALL Fee Schedule (Includes SET UP/CLEAN UP TIME)	COST	Add to total
Half Day (4 hours) Morning/ Afternoon/Evening	\$65.00	
Half Day (4 hours) with Kitchen (incl. Fridge, Stove & Dishwasher)	\$120.00	
Full Day (8 hours)	\$175.00	
Full Day (8 hours) with Kitchen (incl. Fridge, Stove & Dishwasher)	\$300.00	
Basic Fee per hour (over half day or full day rental)	\$15.00	
Rental Deposit	\$50.00	
Maintenance Deposit	\$75.00	
Set Up (DMS Volunteer) – additional	\$50.00	
	OTH TOTAL	

DELTA ROOM (in the Old Town Hall) Fee Schedule (includes SET UP/CLEAN UP TIME)	COST	Add to total
Half Day (4 hours) Morning/ Afternoon/Evening	\$35.00	
Half Day (4 hours) Morning/Afternoon/Evening with Kitchen (incl. Fridge, Stove & Dishwasher)	\$75.00	
Full Day (8 hours)	\$75.00	
Full Day (8 hours) with Kitchen (incl. Fridge, Stove & Dishwasher)	\$150.00	
Basic Fee per hour (over half day or full day rental)	\$15.00	
Rental Deposit	\$20.00	
Maintenance Deposit	\$20.00	
Set Up (DMS Volunteer) - additional	\$0.00	
	DR TOTAL	

EQUIPMENT available to rent (Wi-Fi is free)	COST	Add to total
Coffee/Tea pots, mugs. **Please bring your own coffee, cream, sugar, etc. You will be expected to clean up after your event.	\$5.00	
Digital projector	\$15.00	
Large screen	\$10.00	
Portable PA system with build in speaker	\$10.00	
Fixed PA system including speakers	\$15.00	
Cordless microphone	\$10.00	
Wired microphone	\$10.00	
	Equip TOTAL	

TOTALS BROUGHT FORWARD	TOTALS
Old Stone Mill rental – including maintenance and rental deposits	
Old Town Hall rental – including maintenance and rental deposits	
Delta Room rental – including maintenance and rental deposits	
Equipment rental(s)	
	GRAND TOTAL

FACILITY RENTAL AGREEMENT

By signing this agreement, the Lessee acknowledges that they have read, have understood, and have agreed to

1. The terms and conditions set out in Appendix A – Release and Indemnification;
2. The terms and conditions set out in Appendix B – Specific Conditions
3. To pay in advance a GRAND TOTAL of \$_____. This amount is in exchange for the **use of the facilities** as outlined above, in exchange for the use of any **AV and other equipment** and both **rental** and **maintenance deposits**.
4. In addition, to pay for all cleaning or damages resulting from our use of the facility as billed by the Delta Mill Society in excess of the maintenance deposit. *NOTE: if the site does not require additional attention, the maintenance deposit will be returned.*
5. As the person responsible for hall rental, I understand that SOCAN reporting and payment for concerts/performances is under liability of the promoter, i.e., the one who organizes a show and pays the performers and collects revenues from ticket sales.

Please initial here: _____

Lessee name (Please Print)

Lessee Signature

Date

Delta Mill Society (Lessor) Representative signature

Date

PAYMENT can be made by **cheque** made out to **The Delta Mill Society**, by **credit card** via PayPal using the PayPal donation link on the donation page of our website (www.deltamill.org) or by **e-transfer** to **treasurer.tdms@gmail.com**

Appendix A: Release and Indemnity

The Lessee agrees that The Delta Mill Society shall not be liable for any bodily injury to or death of, and/or loss or damage to any property belonging to the Lessee or its employees, invitees, or guests or any other person in, on, or about the Licensed Area or Building, or for any interruption in the Event carried on in the Licensed Area.

The Lessee releases and discharges The Delta Mill Society from any and all actions, causes of action, claims, damages, demands, expenses, and liabilities which the Lessee now or hereafter may have, suffer, or incur, notwithstanding that the negligence or other conduct or omission of the Delta Mill Society or anyone for whose conduct the Delta Mill Society is responsible may have caused or contributed to such matter.

The Lessee agrees to indemnify and save harmless The Delta Mill Society in respect of all claims for bodily injury or death, property damage, or other loss or damage arising from the Event or any act or omission of the Lessee or any agent, employee, invitee, or guest of the Lessee, and in respect of all costs, expenses, and liabilities incurred by The Delta Mill Society in connection with or arising out of such claims, including the expenses of any actions or proceeding pertaining thereto, and in respect of any of its covenants and obligations under this License Agreement. This indemnity shall survive the expiry of termination of this Agreement.

If The Delta Mill Society is restricted from or unable to supply the Rental Area on the Rental Date during all or any portion of the Rental Hours for reasons beyond the reasonable control of The Delta Mill Society, including governmental action, strikes, lock-outs, failure of utility services, fire, earthquake, wind, lightning, flood, insurrection, failure to obtain any of the Additional Equipment or Services, the Lessee releases The Delta Mill Society from all liability, costs, expenses action, claims, or suits. If The Delta Mill Society is unable or restricted from providing the Rental Area for any other reason, the Lessee does hereby acknowledge and agree that The Delta Mill Society's maximum liability arising from costs, expenses actions, claims, or suits which the Lessee may have either in law or equity is limited to an amount equivalent to the Basic Facility Rental as set out in the Fee Schedule on page 3 hereof.

Appendix B: Specific Terms and Conditions

- 1.) Unless stipulated otherwise, this rental agreement applies only to the area(s) identified.
- 2.) The Lessee(s) must be a minimum of 18 years of age and must be in attendance for the entire event.
- 3.) A deposit is required upon acceptance of this agreement. The balance of the account is due prior to the event. If cancellation occurs within one week of the event then 50% of the total amount as stated in this agreement will be payable to The Delta Mill Society.
- 4.) Alcohol cannot be served on the premises without the prior permission of The Delta Mill Society. All LCBO Special Occasion Permits are the responsibility of the Lessee must be publicly displayed during the event. The Lessee is also required to provide proof of Public Liability Alcohol Insurance and LCBO Smart Serve certification.
- 5.) The Lessee is responsible for providing all items/furnishings/equipment required for the event. Arrangements for assistance with set up prior to the event can be made with The Delta Mill Society; however an additional fee may apply. Please note that electrical outlets/services are limited.
- 6.) A mixture of round and rectangular tables are available at the OTH and can be used providing caution is taken as to not scratch the hardwood floors. If renting the OSM then tables and chairs need to be rented from another source.
- 7.) Displays, backdrops, floral arrangements, decorations, musical equipment, etc., must be of a freestanding type that will not damage or deface the premises. Nails, tape, glue or other types of

adhesives are prohibited. No item may be attached to, or suspended from woodwork, walls, ceilings, exhibitions, or artefacts. Pictures and/or artefacts are not to be moved or removed from the walls unless permission is granted by the DMS.

- 8.) The only open flame permitted on the premises is Sterno, approved for use with chafing trays. All others, including candles, are prohibited. Battery operated candles are permitted in both buildings.
- 9.) Please note when renting the OTH for an event that we serve the community with public washrooms so when the hall is open keep in mind that people may come in to use them. There is a separate entrance for the washrooms.
- 10.) If you want additional time for set up at the OSM NHS or the OTH that is outside the rental agreement then an additional fee will be charged.
- 11.) If hiring a caterer for an event then either you or the caterer are responsible for not only food preparation and serving but also clean up after the meal which includes washing dishes and cleaning of the kitchen. For large groups we strongly suggest that dishes/cutlery are rented so no cleanup is required.
- 12.) It is the responsibility of the Lessee to return the facility to the condition in which it was found before the event. All countertops, cabinets, and appliance surfaces are to be wiped clean, and all garbage is to be bagged and removed. All leftover food, beverages, dishes, personal items, or other equipment/items brought in for the event must be removed from the facility at the conclusion of the event.
- 13.) In accordance with the ***Smoke Free Ontario Act, smoking, including tobacco and/or cannabis*** is not permitted in the Old Stone Mill National Historic Site, the Old Town Hall, on the veranda of the Old Town Hall, or the Mill Drive Shed, or within 5 meters of all building entrances.
- 14.) In accordance with the Township of Rideau Lakes Noise By-Law, the Lessee must not play music, whether recorded or performed, after 12:00 a.m., and shall ensure the facility is cleared of guests by 1:00 a.m. Event organizers are permitted to remain for cleaning purposes.
- 15.) Non-Licensed gambling or gaming activities are not permitted. If donations are being accepted during the event, the recipient(s) or organization(s) of the monies collected must be clearly indicated and visible to all guests.
- 16.) Lower Beverley Lake Park Road - the Township of Rideau Lakes has a parking by-law prohibiting parking on the OTH side of the road. You are allowed to park in front of the Hall to unload or reload your vehicle but you must park either on the other side of the road if there is room or on King St. Parking on the sharp bend past the OTH is also prohibited.

EMERGENCY – Call 911

Old Town Hall – 8 Lower Beverley Lake Park Road, Delta

Old Stone Mill – 44 King Street, Delta