

KIWANIS COMMUNITY CENTRE
POLICIES

A. WHO MAY USE THE FACILITY

Any mature, responsible individual or organization. The individuals who use the facility will conduct their behaviour in a positive fashion and be under the immediate supervision and control of the individual who undertakes the responsibility to rent the facility. No person under the age of 18 shall be the signing authority of the permit.

The applicant must **not** assign, transfer or convey, sublet or otherwise dispose of the permission granted hereunder.

The Kiwanis Community Centre is a multi-purpose facility that is used by a variety of groups (i.e. charitable, community, service & private). It is quite common for more than one group to use the facility at the same time. It is expected that all groups using the facility will respect the space and privacy of each other.

Any preference concerning dates and times will be given to City Agencies.

B. PERMIT & POLICIES

Review your permit and policies carefully, making sure that you are in agreement with the procedures and fees. The building is used only at specific times and dates, as indicated on the permit. All of the conditions on your permit and policies must be adhered to. Bookings are considered confirmed when the signed copy of the permit is returned to the Kiwanis Community Centre.

C. FEES / REFUNDS / CANCELLATIONS

Cheques **must** be made payable to the "City of Stratford". The deposit where applicable, must be submitted at the time of application. The balance of the payment **must** be received no later than four (4) weeks prior to the event. Hourly rentals and regular weekly/monthly rentals may pay in advance or may be invoiced at the end of the month.

Any damages caused to the building or its equipment, shall be the financial responsibility of the party renting the facility.

No portion of the deposit will be returned to any individual/group that cancels their booking.

The City has the right to withhold renting to any group or individual who has abused the Centre and/or its equipment.

Individuals or groups that, on a frequent basis, fail to utilize the facility for which a booking has been made, may be denied subsequent use of the facility.

Cancellations caused by storms, flooding, power failure, mechanical failure, Act of God, or business interruption, will be considered unavoidable and groups will not be charged for the cancellation of such nature.

D. SMOKING RESTRICTIONS

The Centre is a non-smoking facility.

E. INSURANCE COVERAGE

The applicant **must** provide the City with a Certificate of proof of the required insurance coverage, prior to the event. No group will be allowed access to the facility unless such proof is supplied.

Liability insurance for your protection, is **not** provided under this rental agreement with the Corporation of the City of Stratford. In the event of injury to, or destruction of person, or property, you may be held liable. Contact your insurance agent, or company, to ensure that your liability insurance is adequate for the function. The applicant **must** obtain liability insurance coverage on a form of coverage issued by an insuring company acceptable to the City, which names the City as an additional named insured and contains a Cross Liability Clause. For functions which will **not** include a liquor license, liability insurance coverage of at least \$1,000,000.00 is required. For functions which will include a liquor license, liability insurance coverage of at least \$2,000,000.00 is required and the certificate must include liability with respect to the Liquor License Act. (You may presently have liability insurance coverage on your Home Owner's Policy which would cover this use. It may only require added coverage in include the above. Contact your Insurance Agent in this regard).

The City shall not be liable for any damage to any property of the applicants nor shall the City be liable or responsible for any loss of property from or on the said facilities, however occurring or for any damage done to any property or other effects of the applicant or it's employees, agents, guests or participants. Agents include caterers, music and/or entertainment providers or any sub-contractors.

All of the terms and conditions stated herein shall be binding upon the Parties, their heirs, successors and assigns.

F. SOCAN

SOCAN (Society of Composers, Authors and Music Publishers of Canada) is a performing right society, which authorize the public performance of musical compositions under the terms of the Copyright Act. SOCAN in accordance with SOCAN Tariff No. 8, license fees must be tendered for events with live and/or recorded music including events such as assemblies, dances, receptions and parties. The applicable fee criteria for Tariff No. 8 is as follows:

- * Without Dancing \$28.75 + G.S.T.
- * With Dancing \$57.55 + G.S.T.

All users of the Kiwanis Community Centre, that utilize music at their function, are required to pay the SOCAN Tariff.

G. FIRE REGULATIONS

Halls and doorways must be kept clear of obstructions.

Open flames are **not** permitted. Candles are permissible only if the flame is contained with a chimney.

The roadway directly in front of the Centre is a fire route. Although the loading/unloading of vehicles is permitted in this area, the parking of vehicles is prohibited. Vehicles, which are parked in this area, will be ticketed.

H. USE OF EQUIPMENT

Tables and chairs are supplied for the hall and meeting rooms. Additional tables and chairs are available upon clearance with staff.

A slide projector, overhead projector, screens, a television, a V.C.R. and microphones are available to individuals who have a good knowledge of the equipment. These items are available to groups using the facility, for a fee, must **not** be taken out of the building. All equipment must be reserved in advance and signed for on the day of use.

Cost of repair or replacement of any item, due to loss or damage as a direct result of the use of such equipment, shall be paid for by the renter.

I. USE OF KITCHEN / KITCHENETTE

Kitchen/Kitchenette facilities are available at an additional fee.

The following items are **not** available: bar items (i.e. liquor dispenser, shot glasses); dish soap and tea towels; table cloths; vases; pots and pans.

J. TOM PATTERSON THEATRE

The Tom Patterson Theatre, of the Stratford Festival Theatre, adjoins the Kiwanis Community Centre and operates from June until mid September. The walls between the Kiwanis Community Centre and the Tom Patterson Theatre are **not** completely sound proof. During the months of June, July, August and September, recorded music (i.e. Disc Jockey) is permitted, however, live music is **not** permitted. Recorded music must be played at an acceptable level until the last performance of the day is over (approximately 10:30pm). The acceptable level will be determined by the staff on duty at the Centre with the use of a sound meter. Those renters not adhering to this policy will be required to terminate their music until the performance is over.

K. ONTARIO HYDRO INSPECTION

Any electrical hook-ups or disconnections are to be made by a licensed electrician and approved by the local Ontario Hydro Inspector (519- 273-0861).

L. ADVERTISING

The City of Stratford will not be involved with the advertising or promotion of any event. Advertising posters, stickers etc. are **not** to be attached to any tree, utility pole or light standard.

M. DECORATING RULES

Decorations may only be attached to cement block walls, wood trim, ceiling beams and the stage. Under no circumstances shall anyone tape items to dry wall. The renter, or their agent, at the completion of the function must remove any decorating undertaken by the renter, unless prior arrangements have been made with the manager.

N. GENERAL RULES

The applicant is responsible for contacting the Centre at least one week in advance to make special arrangements of any kind (i.e. entertainment or caterers arrivals).

Confetti, or confetti-like products, **must not** be used within the building. A \$50.00 charge will be forwarded to the renter, if confetti is used in the building or on the grounds.

All applicants are responsible for clearing tables and chairs, picking up loose garbage; clearing decorations and leaving the kitchen clean for the next group.

For additional responsibilities, please check comments on your permit.