

**HERITAGE ACTON**  
**ACTON TOWN HALL CENTRE**  
**TERMS & CONDITIONS**

**1. FACILITY CARE AND CONDITION**

- 1.1. The RENTER and HERITAGE ACTON representative will conduct an inspection of the facility and equipment *prior to commencement* of the rental event and identify any damage or other conditions present. A HERITAGE ACTON representative will conduct a second inspection *following* the rental event to identify any damage to the facility or equipment arising from the RENTER'S event. Damage repair costs will be the responsibility of the RENTER.
- 1.2. The RENTER will be provided access to the building and may be provided with a key which the RENTER agrees to return when they leave the building. The RENTER agrees to ensure that all doors and windows are securely locked upon leaving the facility.
- 1.3. The RENTER shall remove all garbage and clean the premises immediately after the rental period. The RENTER further agrees to abide by any additional requirements regarding facility condition and care attached to this agreement. If the RENTER fails to comply with this Clause and any additional requirements, the RENTER agrees that HERITAGE ACTON may charge for the cost of cleaning.

**2. RENTER'S RESPONSIBILITY**

- 2.1. The RENTER agrees to ensure that the maximum total capacity as indicated (Fire Safety Code Regulations) for each room is not exceeded.
- 2.2. Setting up and arranging tables and chairs and providing all dishes, glasses, dispensers, utensils, and FIREPROOF decorations.
- 2.3. Strictly observe the liquor laws of the Province of Ontario and comply with conditions specified in any liquor permits.
- 2.4. Assume full responsibility for the discipline of members and guests and others who may be in attendance and to see that orderly conduct is maintained both inside and in the immediate vicinity outside the facility.
- 2.5. Restrict use of the facility to the purpose stated and not permit the use of the facility for any other purpose without the prior, express, and written consent of HERITAGE ACTON.
- 2.6. Not to use the facility in any manner that will increase risks covered by insurance on the facility and result in an increase in the rate of insurance or a cancellation of any insurance policy.
- 2.7. Not to assign or sublease the facility, or any right or privilege connected with the facility, or allow any other person except agents and employees of the RENTER to occupy the facility or any part of the facility without first obtaining the written consent of HERITAGE ACTON. A consent by HERITAGE ACTON shall not be a consent to a subsequent assignment, sublease, or occupation by other persons.

Any unauthorized assignment, sublease, or license to be occupied by the RENTER shall be void and shall terminate this lease agreement at the option of HERITAGE ACTON.

- 2.8. Not to keep, use, or sell anything prohibited by any policy of fire insurance covering the facility, and shall comply with all requirements of the insurers applicable to the facility necessary to keep in force the fire and liability insurance.
- 2.9. Not to allow any waste or nuisance on the facility or use or allow the facility to be used for any unlawful purpose according to bylaws of the Town of Halton Hills and the Province of Ontario.

### **3. LIABILITY AND INDEMNITY**

- 3.1. The RENTER agrees that it will indemnify and save harmless the HERITAGE ACTON from all liability, loss, or other damage claims or obligations resulting from any injuries or losses of this nature.
- 3.2. HERITAGE ACTON shall not be liable for any claims for injury or damage to persons or property from any cause whatsoever relating to the occupancy of the facility by the RENTER, including any such claims arising out of damages or losses occurring on sidewalks and other areas adjacent to the facility during the term of this lease agreement or any extension of such term.

### **4. INSURANCE**

- 4.1. The RENTER shall obtain commercial general liability insurance coverage to protect against liability for damage claims through public use of or arising out of accidents occurring in or around the facility. The insurance policy shall provide a minimum coverage amount of \$2,000,000.
- 4.2. If alcohol is being served at any time during the event, the RENTER must obtain host liquor liability insurance in accordance with the number of guests anticipated to be in attendance.
- 4.3. The insurance policies shall be delivered to HERITAGE ACTON before the date of the RENTAL.
- 4.4. If the insurance policies are not delivered to HERITAGE ACTON, the representative is authorized to cancel the event and the RENTER will be notified by phone and/or email as per the information provided.