

RULES AND REGULATIONS

FOR USE OF SPACE AT THE SWANSEA TOWN HALL COMMUNITY CENTRE
(Referred to throughout document simply as the Swansea Town Hall)
(February 2007)

1. Space may be tentatively reserved. Only when the Contract is completed and signed, and the required fees are paid, will the contract be deemed complete.
2. The applicant agrees to pay the required fee no later than the Payment Due Date referred to on the contract. Payment must be made, on or before the due date or there is a risk having the booking cancelled at the option of the Swansea Town Hall. Such cancellation does not release the applicant from any claims for damages under this contract
3. The applicant may be required to leave a security deposit at the time of booking space:
 - (a) This is refundable in full within seven (7) days after the event unless deductions are made to cover a cancellation charge or any extra costs incurred as a result of the event:
 - (b) Deductions will be made from the security deposit:
 - (i) to cover the cost of any damages occurring to the building, equipment or furniture due to the event. It is required that the applicant and Swansea Town Hall staff person inspect the space and point out any pre-existing condition before the event begins and inspect the space again at the end of the event; and,
 - (ii) to cover time in excess of that contracted for or excessive mess.
 - (c) All deductions and charges will be based on the Damage Deposit Form, which the applicant agrees to sign before leaving the building at the end of the event.
 - (d) The applicant agrees to be responsible for any deficiency if damages and other charges are greater than the security deposit:
4. Full refund will be available prior to the date stated on the contract. Partial refunds or other accommodations may be available at the sole discretion of the Swansea Town Hall after this date according to the circumstances
5. (a) No open flames of any kind. (b) Smoking is prohibited in the Swansea Town Hall. (c) The applicant shall follow the City of Toronto policy of Non-discrimination.
6. (a) The applicant agrees the event will be terminated and premises vacated at the times specified on the Contract. Town Hall staff are not permitted to make exceptions.
(b) Notwithstanding the above, where an applicant remains on the premises beyond the time reserved by the applicant, the applicant will be charged for each hour or portion thereof: Where the applicant overstays regular hours, then in addition to the hourly rate, the applicant will be charged for staff overtime caused by such overstay: Such charges and payments do not relieve the applicant from the requirement to meet 6(a).
7. The Swansea Town Hall reserves the right to cancel room bookings on the premises at any time, for any cause.
8. Applicants must not advertise in a way that implies that their function is a Swansea Town Hall sponsored event. Swansea Town Hall is to be referred to as a Location or Venue only.
9. It is compulsory that the applicant ensure that noise will be kept at a reasonable level at all times in order not to disturb other clients in the building or neighbours in the area. The decision as to the reasonability of the level is at the sole discretion of Swansea Town Hall staff.
10. The applicant shall prepare their own set up and finish their clean up within their scheduled time, unless otherwise agreed in writing by the Swansea Town Hall. All furniture and equipment shall be replaced or stored in their original locations: All areas shall be kept clean of any debris or garbage.
11. It is the responsibility of the applicant to control all attendees, including children, in attendance at any of its functions and to clean up after them: Failure to do so may result, at the sole discretion of the Swansea Town Hall, in the applicant being barred from holding future functions.
12. The Town Hall assumes no responsibility for loss or damage to any persons or the equipment, possessions, cash; clothing or any other material brought in or kept on the premises

by the applicant or by any members, employees or guests of the applicant. Any such item shall be brought and kept on the premises at such person's or the applicant's risk and expense.

13. The Swansea Town Hall may suspend renting privileges of any applicant violating the rules and regulations of the Swansea Town Hall.

14. The Swansea Town Hall reserves the right to cancel or to offer to reschedule room bookings in accordance with its guidelines in place from time to time. The Swansea Town Hall shall try to give reasonable notice as circumstances permit. The Swansea Town Hall at its sole discretion may offer, but is not required, to provide alternate space at the same cost (or less) at the option of the client. Swansea Town Hall shall try to provide, but is not required to do so, reasonable notice as circumstances permit. The sole liability so arising would be to refund any rental fees if paid.

15. The applicant shall be responsible for all damages and losses to the Swansea Town Hall, its premises and contents and all claims arising out of the applicant's use of the Swansea Town Hall and shall indemnify and save harmless the Swansea Town Hall from such damages, losses or claims: The applicant is required to have adequate insurance. The Swansea Town Hall may require the applicant to provide proof of adequate fire, property damage and public liability insurance in which the Swansea Town Hall shall be named as one of the insured:

16. Any Request for exceptions to any of these policies must be made to the Space Use committee or such other committee as designated by the Swansea Town Hall prior to the approval of the Application/Agreement:

17.(a) For certain events, including all party-type events and particularly if alcohol is to be served, the Swansea Town Hall may require security guards to be on duty.

17.(b) The applicant agrees to pay the cost of security in such numbers and at such rates as the Swansea Town Hall may require depending on the nature of the event. The Swansea Town Hall will make arrangements for the security and the cost will be added to the rental fee.

18. The Applicant agrees that no illegal items including (drugs, unauthorized alcohol, or weapons of any kind) will be allowed in the building and on the grounds. The Swansea Town Hall reserves the right to call in law enforcement officials when we suspect illegality. Where the Swansea Town Hall exercises this option, it does not relieve the applicant from its responsibility under this Application/Agreement

19. Events Involving the serving of alcoholic beverages will be allowed only after Permission has been granted by the Board of Management, the Applicant has obtained a Special Occasion Permit from the LLBO, a copy of the Special Occasion Permit has been provided to the Swansea Town Hall (no later than 48 hours before the event) and all LLBO regulations are complied with (e.g. amounts of alcohol to be brought in, presence of minors, adequate food supply, posting of permit, decoration, capacity limits and so forth). No alcohol may be served or consumed outside the rented rooms.

20. Failure to comply with any of the above rules and regulations may result in the immediate closing of the event.

I THE UNDERSIGNED, PERSONALLY AND HAVE AUTHORITY TO BIND THE ORGANIZATION AS AUTHORIZED AGENT OF _____ AGREE TO ABIDE TO THE ABOVE RULES AND REGULATIONS AND APPLICATION/AGREEMENT OF WHICH I ACKNOWLEDGE RECEIPT OF A TRUE COPY THEREOF AND AGREE TO SAVE HARMLESS AND INDEMNIFY THE SWANSEA TOWN HALL COMMUNITY CENTRE, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM ANY AND ALL DAMAGES ARISING FROM THE APPLICANT'S USE OF THE PREMISES.

SIGNATURE: _____ DATE: _____

PRINT NAME: _____

SWANSEA TOWN HALL SIGNATURE: _____