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## Sault Ste. Marie Region Conservation Authority Sugar Shack Rental Agreement

Agreement Date: \_\_\_\_\_

Renter/Organization: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Phone: \_\_\_\_\_

Contact Address: \_\_\_\_\_  
\_\_\_\_\_

Name of Function: \_\_\_\_\_

Description: \_\_\_\_\_

Office Use:

Fees Agreement: Rental \$ \_\_\_\_\_

Damage Deposit \$ \_\_\_\_\_

Fees Received: Rental \_\_\_\_\_ Due:

Damage Deposit \_\_\_\_\_ Due:

INSURANCE CERTIFICATE RECEIVED \_\_\_\_\_

Approved by: \_\_\_\_\_

Date: \_\_\_\_\_

Date of Function: \_\_\_\_\_ Time of Function: \_\_\_\_\_ to \_\_\_\_\_

Type of Function: Private \_\_\_\_\_ Public \_\_\_\_\_

Expected Attendance: \_\_\_\_\_ (approx. # people)

**MAX Occupancy Load: 115 (inside) – dependent on APH guidance at time of event**

**During COVID Protocols: Masks, screening and contract tracing are required.**

Will admission be charged for the event: \_\_\_ Yes \_\_\_ No

SSMRCA agrees to provide the renter access and use of the facility (kitchen, classroom and washrooms) and its rental equipment (tables, chairs, etc.) in accordance with the details outlined above and with the attached Terms and Conditions.

SSMRCA shall not be liable for liability or damage claims for injury to persons or property from any cause relating to the occupancy of the facility by the RENTER, including those arising out of damages or losses occurring on other areas adjacent to the facility during the term of this lease agreement or any extension of such term.

I hereby acknowledge that I have carefully read the above, all statements are true, and I did read and agree with the Terms and Conditions and I have received a duplicate copy of this agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**RENTER**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Renter Contact: (if not the same as above)

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone: Res. \_\_\_\_\_ Cell \_\_\_\_\_

Bus. \_\_\_\_\_

E-Mail: \_\_\_\_\_

## Sugar Shack Rental / Terms and Conditions

**NO alcohol is to be served or consumed on Conservation Authority property.**

### **1. RENTAL**

- a. The RENTER agrees to provide SSMRCA with the rental payment (and damage deposit if required) in the form of cash, VISA, interact or (certified) cheque in accordance with the dates stated.
- b. If the RENTER fails to use the premises for the rental date, SSMRCA may charge an admin fee of \$50.00 +HST unless the RENTER has given SSMRCA **at least 30 days written notice that it will not be using the premises on that date.**

### **2. FACILITY CARE AND CONDITION**

- a. The RENTER will be given keys (gate and classroom) which the RENTER agrees to return by the next business day.
- b. The RENTER agrees to ensure that **all** doors and windows are securely locked upon leaving the facility.
- c. The RENTER agrees to turn down the thermostat to 15°C upon leaving the facility during months that the furnace is on.
- d. The RENTER shall clean the premises immediately after the rental period. If the RENTER fails to comply with this Clause and any additional requirements, the RENTER agrees that SSMRCA will charge the cost of doing the cleaning and performing other remedies at the rate of **\$100.00 +HST per hour.**

### **3. RENTER'S RESPONSIBILITY**

- a. Setting up and arranging tables and chairs and FIREPROOF decorations.
- b. Assume full responsibility for the discipline of the 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. **Maximum Occupancy Load: 115 (indoors) – dependent on APH guidance at time of event.**
- c. **Follow health and safety guidelines as outlined in O. Reg. 364/20 including but not limited to: contact tracing, physical distancing, wearing a mask, regular washing of hands, and sanitization of high touch surfaces.**
- d. Restrict use of the facility to the purpose stated in this agreement (Training) and not permit the use for any other purpose without prior, express and written consent of SSMRCA.
- e. 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.
- f. Any unauthorized assignment, sublease, or license to occupy by the RENTER shall be void and shall terminate this rental agreement at the option of SSMRCA.
- g. Not to keep, use or sell anything prohibited by any policy of fire insurance covering the facility, and shall comply with all requirement of the insurers applicable to the facility necessary to keep in force the fire and liability insurance.
- h. 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 City of Sault Ste. Marie and the laws of the Province of Ontario and the Dominion of Canada.

### **4. LIABILITY AND INDEMNITY**

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

### **5. INSURANCE (required for Public events and recommended for Private events)**

- a. 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**. The insurance policy shall also provide coverage for contingent liability of SSMRCA on any claims or losses.
- b. The insurance policies shall be delivered to SSMRCA on or before the date the RENTAL FEE BALANCE is due, per this agreement.
- c. If the insurance policies are not delivered to SSMRCA, SSMRCA is authorized to cancel the event and the SSMRCA will notify the RENTER by phone and/or e-mail per the information provided on this agreement.