



Falstaff Family Centre

2023

Policies, Terms and Conditions

Falstaff Family Centre

35 Waterloo Street North
Stratford, ON N5A 5H6
Canada

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info@falstaff.ca

www.falstafffamilycentre.com

Rental Criteria

The mission of the Falstaff Family Centre is to promote the well being of children and families by providing space for programs, services and activities, and participation in community-based initiatives that benefit children, families and the community at large. Notwithstanding the intent and spirit of the above, it is important to note that Falstaff Family Centre is operated in accordance with City of Stratford zoning by-laws, and various Provincial and Federal statutes.

Therefore, requests for use of space at Falstaff Family Centre from both prospective permanent residents (“Core-Tenants”) and casual user groups (“Fee-for-Service”) are considered based on criteria in keeping with the spirit of the facilities mission statement, and also in full accordance with all legislated restrictions.

In keeping with all of the above, decisions regarding user groups are based on the following criteria, which are ranked in order of priority:

1. Non-profit individuals and organizations whose programs and services promote the well-being and advancement of children and families.
2. Individuals and organizations, whose programs and services serve adults only, but are generally charitable in scope and cater to the physical, mental and emotional well-being of participants.
3. All other individuals, organizations and prospective user groups, including commercial enterprises, whose programs and services promote community well-being in keeping with the true spirit and mission of the Falstaff Family Centre and are allowed under the current City of Stratford zoning by-law for the Centre.

Terms and Conditions

General

The Applicant shall take full responsibility and make full restitution for any damage or injury capable of giving rise to a cause of action consequent on its occupation and specifically acknowledges that crowd control is the Applicant’s responsibility.

Falstaff Family Centre (“FFC”) will ensure that qualified staff and/or volunteers are scheduled at all times that the building (the “Centre”) is open unless prior arrangements have been made with the Applicant. Following rental time, please advise FFC staff when leaving the Centre.

It is further understood and agreed by and between the parties hereto as follows:

- a. FFC shall not be liable for any damage to any property of the Applicant nor shall FFC be liable or responsible for any loss of property on the rented facilities or the Centre, however occurring, or for any damage done to any property or other effects of the Applicant or its employees or agents;
- b. That all the Terms and Conditions as set out herein shall be binding upon the parties, their respective heirs, successors and assigns;
- c. That the Centre may not be available on statutory holidays or other days designated by FFC, a list of which is available from FFC.

No Smoking - Smoking is not permitted in any area of the building or the grounds, pursuant to the City of Stratford's *Smoking in Public Places by-Law 174-2003* and the *Smoke-Free Ontario Act (S.O. 1994, c. 10)*.

The Centre is a pesticide free property; no pesticides or herbicides are used on the grounds and gardens.

Due to the potential for severe allergic reactions, the Centre and the grounds of the Centre are also a peanut-free zone.

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

Equipment Use and Rental

- a. Tables and chairs are supplied for the community room and classrooms included in your rental.
- b. Certain equipment is available at the Centre but additional equipment may be brought into the Centre after clearance with FFC.
- c. Overhead projectors, screens, televisions, and DVD Players are available for use. All equipment must be reserved in advance.
- d. 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 Applicant.

Decorating Rules

Decorations may only be attached to wood trim and metal surrounds with masking tape. Under no circumstance shall anyone tape or nail items to drywall. The Applicant or their agent at the completion of the function must remove any decorating undertaken by the Applicant unless prior arrangements have been made with FFC. Confetti is not permitted in the Centre or on the grounds of the Centre.

Clean Up

The Applicant is responsible for any cleanup required after the event, including clearing tables and chairs; picking up loose garbage and clearing decorations. If, in the opinion of FFC, the cleanup has not been done properly, it shall be done by employees of FFC and the Applicant shall be liable

for the cost, such costs will be deducted from the refundable deposit and the Applicant agrees to pay FFC any additional costs within thirty (30) days of being invoiced by FFC.

Building Access

The Applicant shall not permit ingress to and egress from the Centre through any entrances other than those designated by FFC. Other exits may be used for emergency exit only.

The Centre has both a chair lift and elevator to assist those with accessibility needs. Please request the use of these facilities in advance, as per the Rental Application form. The elevator is designated as a personnel lift only and is not to be used for moving equipment or supplies. The chair lift has a maximum capacity of 225 kg or 495 lbs and is not suitable for motorized scooters or heavy electric wheelchairs that exceed the aforementioned capacity.

Alterations

The Applicant shall not make any alterations to any of the rented facilities without first obtaining written approval from FFC and shall leave the rented facilities, fixtures and fittings therein in good repair, reasonable wear and tear only accepted and shall deliver them up in such condition at the end of the use thereof.

Postings or Exhibits

The Applicant shall not post or exhibit or allow to be posted or exhibited any signs, advertisements, show bills, posters or cards of any description inside or on the Centre premises without first obtaining written permission of FFC. Materials may be posted on designated bulletin boards only.

The Applicant shall not install any equipment or affix anything to the walls or floors of the Centre without first obtaining written permission of FFC.

Piano

The Applicant shall not move or remove the piano from its location without first receiving written permission from FFC. If the piano is to be used, it shall be the Applicant's responsibility to arrange and pay the cost of tuning the piano prior to its use by one of FFC's approved technicians. The Applicant is advised to check with FFC regarding piano availability before making tuning arrangements.

Other Rooms or Areas

The Centre hosts permanent tenants. No rooms other than the rented rooms are to be used by the Applicant unless requested in the application and approved by FFC. The Applicant acknowledges that employees and permanent tenants of the Centre have the right of access to these other rooms.

Insurances, Taxes & Special Approvals

Insurance

The Applicant shall provide FFC with an insurance binder or copy of home owner's or business insurance policy showing the required insurance coverage when submitting application.

If the Applicant has obtained a liquor license for under 100 people, the Applicant shall carry comprehensive general liability insurance or commercial general liability insurance in the amount of \$2,000,000.00 at the minimum and, in addition, carry \$100,000.00 tenant's legal liability coverage. If requested by FFC, FFC and 1448456 Ontario Inc. shall be listed as named-insured on the Applicant's policy. The policy shall include a cross-liability endorsement and the Applicant shall provide FFC with a copy of the policy upon request. This insurance policy can be obtained for approximately \$200.00 – \$250.00 from your insurance agent.

The Applicant covenants to keep FFC indemnified against all claims and demands whatsoever by any person, whether in respect of damage to person or property, arising out of or occasioned by the use or occupancy of the rented facilities and the Centre, or the subletting or assignment of same or any part thereof. And the Applicant further covenants to indemnify FFC with respect to any encumbrance on or damage to the rented facilities or the Centre occasioned by or arising from the act, default, or negligence of the Applicant, its officers, agents, servants, employees, contractors, customers, invitees or licensees.

The Applicant shall not use the rented facilities or permit them to be used for any purpose which may render the insurance on the Centre void or voidable or which might cause premiums for such insurance to be increased. Only as accepted in advance by FFC and the respective insurance company, may the Applicant opt to pay the additional premiums for any such purposes.

The Applicant shall carry insurance in their own name insuring against the risk of damage to the Applicant's property within the Centre caused by fire or other perils under an all risk policy and shall provide for coverage on a replacement cost basis to protect the Applicant's stock-in-trade, equipment, trade fixtures, decorations and improvements as applicable.

The Applicant shall not assign, transfer, convey, sublet or otherwise dispose of the permission to rent space granted by FFC.

Taxes

The Applicant shall comply with the requirements of the Excise Tax Act of the Government of Canada, and all other taxation statutes which may be applicable.

Special Occasion Permits

The Liquor Licence Act of Ontario prohibits the consumption of alcohol in public places unless a licence or a Special Occasion Permit has been purchased by the Applicant(s). The Special Occasion Permit holder must ensure that all the conditions of the Liquor Licence Act and this policy are adhered to at the event. This is the responsibility of the Applicant/caterers.

In addition, FFC may require that the person(s) serving alcohol beverages have taken a server training program (i.e. Server Intervention Program of Smart Serve). Proof of server qualifications may need to be provided prior to the function.

For further details please ask FFC for a copy of the Alcohol Risk Management Policies.

Rental Application

The Applicant shall complete the application form provided by FFC and submit the said application form to the office of The Falstaff Family Centre, 35 Waterloo Street, Stratford, ON N5A 5H6.

No person under the age of 18 shall be the signing authority on the application form.

Rental Fees

- a. The rental fees shall be in accordance with the fee structure set out in the rental information package and shall be payable to FFC by cheque, cash or e-transfer to finance@quinlanroad.com. Please note that 13% HST is applicable in addition to the aforementioned rental fees.
- b. Rental fees are to be paid in accordance to the instructions stated on the invoice.

Cancellation by Applicants

- a. The Applicant shall notify FFC of any cancellation within 3 business days prior to reserved date or full rental fee will be charged.

Cancellation by FFC

- a. FFC reserves the right to cancel any rental agreement. Cancellations by FFC prior to the scheduled event will result in full refund to the Applicant of all fees paid.
- b. Cancellation by FFC for reason of breach of any of the provisions of these terms and conditions by the Applicant or any of its members or associates, or persons in attendance during, or before the commencement of the event, may result in the expulsion or eviction of any or all persons from the rented facilities and the Centre, at the discretion of FFC staff, or other representatives of FFC in charge at the time, and the rental fee applicable shall be forfeited.

Fire Regulations

- a. Halls and doorways must be kept clear of obstructions.
- b. Open flames are not permitted. Candles are permissible only if the flame is contained with a chimney, subject to approval by FFC.
- c. Fire routes in the parking area must be observed. Loading and unloading of vehicles is permitted in this area but parking is prohibited. Vehicles which are parked in this area will be ticketed and towed.
- d. The Applicant is responsible to review the emergency exit routes. The Applicant should also be prepared to escort their clients and guests in a safe and calm manner to safety

outside the Centre. The Applicant should designate an area outside where it can be confirmed that all persons from their group are out of the Centre. It is the Applicant's responsibility to advise the emergency personnel or a FFC employee immediately if anyone they are responsible for is still in the Centre.