

COVENT GARDEN MARKET CORPORATION

FACILITY RENTAL AGREEMENT

Event is confirmed ONLY upon receipt of the Facility Rental Agreement, Deposit and Certificate of Insurance.

Name of Event:
Contact Person:
Organization:
Address:
Telephone: Fax:
Caterer:

Area requested: Market Hall Labatt Lounge Market Square Kitchen

Date(s) of event: Time (incl. set-up and take-down):
Number of guests: Brief description of the event

Equipment and furnishings required (see information sheets for fees):

Proof of Insurance recieved: Market Insurance
Will alcohol be served at this function? Yes No
Registration # for Not for Profit Events as well as proof from Charity:
If Alcohol is being served Confirmation that Covent Garden Market's restaurants have first right of refusal. Yes
Special Occasion Permit on File: Yes No

Will music be played at the event? (Amplified music and/or speeches etc are limited to Monday to Friday after 7 p.m. Saturday after 6 p.m. and Sundays after 5 p.m. within the Market)
Yes No

Note: Socan charges will apply if music is played.

A reservation/damage deposit in the form of a \$100.00 (Hall; Lounge or Kitchen) or \$250.00 (Market Square) cheque made out to Covent Garden Market must accompany this request. Payment in full must be received 7 days prior to event. Please refer to the Information Sheet regarding the cancellation policy.

Covent Garden Market Corporation hereby grants (herein after called the Licensee) permission to use the facilities as outlined, subject to the terms and conditions of the Agreement and affiliated documents contained herein and attached hereto all of which form part of this agreement.

The undersigned has read, and on behalf of the Licensee, agrees to be bound by this agreement and the terms and conditions contained herein and attached hereto, and hereby warrants and represents that he/she executes this Permit/ License on behalf of the Licensee and has sufficient power, authority and capacity to bind the Licensee with his/her signature.

PERSON RESPONSIBLE FOR EVENT: Signature:

Market Administration use only

Deposit received Cheque from: Cash \$ Date Paid:
Rental Fees
Socan Fees
Other Equipment
HST
Total
Insurance plus Ins. HST
Plus administration fee plus HST on Admin. Fee
Total insurance
TOTAL Date Payment Made
Balance Paid in full

Terms and Conditions of Facility Rental Agreement

The Corporation reserves the right, entirely at its discretion, to accept or reject any application for the use of any facility or area under its jurisdiction.

1. The complete control of the facility and equipment shall at all times remain in the Corporation through its management, supervisory, custodial and maintenance employees, excluding contents supplied by the LICENSEE or its members.
2. The LICENSEE shall obey and observe all laws, by-laws and regulations of the City of London, the Province of Ontario, and the Government of Canada

HOLD HARMLESS

3. LICENSEE personally, and jointly and severally, agrees to indemnify and hold harmless the Corporation of the City of London and Covent Garden Market Corporation harmless from and against any and all loss, claims, actions, damages, liabilities, costs and expenses, including reasonable legal fees, in connection with loss of life, personal injury, damage to property or any other loss or injury whatsoever arising from or out of any occurrence in, upon or at the leased premises or the market or the occupancy or use by the Licensee of the leased premises or the market, or any part thereof, or occasioned wholly or in part by any act or omission of the Licensee or by anyone permitted to be on the leased premises or the market by the Licensee. If Market shall, without fault on its part, be made a party to any litigation commenced by or against the Licensee, then the Licensee shall protect, indemnify and hold Market and City harmless and shall pay all costs, expenses and reasonable legal fees incurred or paid by Market or City in connection with such litigation. The Licensee shall also pay all costs, expenses and legal fees that may be incurred or paid by Market in enforcing the terms covenants and conditions of this Agreement, unless a court of law shall decide otherwise.

INSURANCE

4. The LICENSEE shall obtain and maintain general liability insurance at its own expense, in a form satisfactory to the Corporation and in an amount not less than five million dollars and provide evidence of this insurance prior to use of occupation of Corporation facilities to the Risk Management Division of the City of London. Such insurance shall include the Corporation and the City of London as additional insured with respect to the LICENSEE'S operations and obligations under this agreement. Further, such insurance shall not be cancelled or permitted to lapse unless the insurer notified the Corporation in writing at least thirty (30) days prior to the date of cancellation or expiry. The Corporation reserves the right to request, from time to time, such other amounts and types of insurance as it may reasonably require; failure to satisfactorily meet these conditions relating to insurance shall be deemed a breach of this Agreement.
5. The LICENSEE shall not set up for a private event prior to 5 p.m. due to the retail component of Covent Garden Market.
6. The LICENSEE is responsible for arranging their catering service utilizing the approved caterers and for the full cost of all materials necessary for the event i.e. furniture, linens, cutlery, china, food and beverages.
7. Covent Garden Market staff will clean and clear the rental space in its entirety, in accordance with its standard practices prior to the event set up.
8. The LICENSEE or affiliated caterer shall clean the rental space in its entirety following completion of the event to the satisfaction of the Corporation.
9. It is further agreed that the Corporation reserves the right to terminate this agreement, to claim all costs of breach against the LICENSEE, to prosecute or suspend, or otherwise penalize the LICENSEE or other representatives for violation of the conditions contained herein.
10. The LICENSEE shall ensure:
 - A) That the maximum number of persons using the facilities shall not exceed the approved capacity of the facility in use (see information sheets for applicable facility).
 - B) That law and order is preserved.
 - C) That no alcoholic beverages will be permitted on the premises unless expressly provided herein.
 - D) That the type of program or entertainment to be provided during the term of license by the Licensee shall at all times conform with the City of London law. No amplification of music is permitted during Market operating hours. Amplified music may be permitted on the Public Square during Market operating hours, with prior consent from the Corporation.
 - E) That vehicles will only be parked on facility grounds designated parking areas only.
 - F) That no changes or alterations shall be made to any facilities unless expressly permitted and provided for in this agreement. No tape or other attachments are permitted on walls, windows or glass doors.
 - G) That confetti is not permitted on the premises of Covent Garden Market
 - H) During the event and at the end of the event, all garbage must be removed from the kitchen, washrooms and other common areas of the building that were utilized.
 - I) That any broken glass, food or beverage spills that may result in personal injury or damage to the facility or furnishings are attended to immediately.
 - J) The washrooms utilized are left in reasonably clean condition.
 - K) That all items brought in for the event shall be removed from the facility by the end of the event, unless expressly provided herein.
11. NOTWITHSTANDING the use granted by this license, facilities will not be available on days during which facilities have been closed by the administration because of inclement weather or other reasons.
12. The LICENSEE shall be financially responsible to the Corporation in respect of any or all property damage or vandalism arising out of the use of the facility or area granted under this agreement. Minimum charge for damage is \$50.00.
13. **FOR ALCOHOL AND GAMING COMMISSION SPECIAL OCCASION PERMIT HOLDERS**
 - A) Alcoholic beverages may be sold or served free under the authority of a SPECIAL OCCASION PERMIT. All alcoholic beverages must be removed from the service area within one half hour after expiry of the Alcohol and Gaming Commission permit
 - B) Except where there is an adequate supply of food to serve to the persons attending the event **NO ALCOHOLIC BEVERAGES** shall be sold or served under the authority of the SPECIAL OCCASION PERMIT.
 - C) Only alcoholic beverages authorized on the permit are to be consumed and it is the responsibility of the permit holder to see that no alcoholic beverages are brought in through any other sources than those specified on the permit.
 - D) It is an offence to serve alcoholic beverages to any person under the age of 19 years and it is the responsibility of the permit holder to ensure minors are not served.
 - E) It is the responsibility of the permit holder and his assistants, or his delegates, to ensure that no drunkenness is caused or brought about through the operation of the permit, and to ensure the safe departure of the guests.
 - F) The permit holder must be present until the closing of the bar.
 - G) Permits should expire no later than 1:00 a.m. and the facility vacated by 2:00 a.m.
 - H) The Licensee must ensure that guests do not take alcoholic beverages out of the licensed area.
 - I) At all times the bar must be staffed by at least one person who has been "Smart Serve" certified.
 - J) We require that the Alcohol and Gaming Commission permit be obtained by the licensee or the caterer one week prior to the function. A copy must be delivered to the Corporation administration offices, and one copy must go to the bartenders for display during the function.
14. Special conditions may be attached to this agreement by and attested thereto.

PLEASE NOTE: IT IS THE RESPONSIBILITY OF THE LICENSEE TO ENSURE THAT THE CATERER AND ALL PERSONNEL PERTAINING TO THE EVENT ARE AWARE OF AND LIKEWISE ABIDE BY THE TERMS AND CONDITIONS OF THE RENTAL AGREEMENT.