



## BUSINESS RENTAL

### Heritage North

400 Government Road W.  
PO Box 156  
Kirkland Lake, ON  
P2N 3M6

705-568-4420

[www.heritagenorthevents.ca](http://www.heritagenorthevents.ca)

#### This package contains the following material:

- **Rental Application** (*must be submitted no later than 2 weeks before rental*)
- **Rental Contract** (*must be submitted to confirm rental date*)

These forms may be completed using Adobe Reader and emailed to:  
[heritagenorthevents@gmail.com](mailto:heritagenorthevents@gmail.com), or returned to the address listed above.

#### Facility Information:

**Operating Hours:** 8:30 am to 4:30 pm,  
Monday through Friday. After hours and weekends available by appointment.

For more information and reservations call 705-568-4420 or visit  
[www.heritagenorthevents.ca](http://www.heritagenorthevents.ca)

*\* Must be submitted to confirm rental date*

## Rental Contract

Renter & Rental Information	
Group Contact Information	Date(s) and Setup
Name of Group:	Title of Meeting:
Contact:	Meeting Date(s):
Contact at Rental:	<input type="checkbox"/> Mon <input type="checkbox"/> Tues <input type="checkbox"/> Wed <input type="checkbox"/> Thurs <input type="checkbox"/> Fri <input type="checkbox"/> Sat <input type="checkbox"/> Sun
Room Being Booked:	Expected Attendance:
Phone:	Fax:
Email:	Expected Attendance:
Address:	
Invoice mailed or emailed?	

*Heritage North and the Client agree that the following terms and conditions shall apply to the Client's use of Heritage North's facilities and equipment. This contract is not transferable.*

### GENERAL TERMS AND CONDITIONS

**Representation:** This rental contract must be completed in its entirety for each rental booked with the Facility. The Facility may choose to use one (1) completed contract to govern multiple Client bookings within the same calendar year or contract term. The Client is solely responsible to ensure all pertinent information included in the agreement is complete and current as of each rental. Incomplete agreements will not be accepted. Contracts may only be signed by an individual 19 years or older. Non-compliance with the terms and conditions of this contract could

result in the immediate suspension of the contract and cancelation of the rental.

**Designated Person:** The Client shall appoint and identify in writing one (1) person as having sole signing responsibility for the Client. That person shall sign this agreement, and is responsible for all communications and transactions with Heritage North. He/she is solely responsible for making the Client's members, users and participants aware of the terms and conditions of this Rental Agreement, and for making a copy of the agreement available

to the Client's members, users and participants as required. The Client shall identify in this agreement the name of the person representing the Client during the rental. Best practices dictate that the person signing this agreement and representing the Client on site during the rental is the same person.

**Policies:** The Client shall comply with all statutes, ordinances, and requirements of all municipal, provincial, and federal authorities now in force, or which may hereafter be in force, pertaining to the Facility or affecting the use thereof by the Client.

**Right of Refusal:** The Facility reserves the right to decline patrons and to amend its policies and rates at any time.

**Rental Confirmation:** Rentals are confirmed when the contract is submitted. If the contract covers additional rentals, staff will confirm subsequent dates. These dates will be added onto the contract.

**Pricing:** Rental pricing is based on User Fees approved by Municipal Council annually. These are listed at [klonlineservices.com](http://klonlineservices.com). The Client may receive current prices for a rental occurring the following calendar year if the fees for the following calendar year have not been set, and the rental agreement (inclusive of room fee payment) is completed in the current year. The Client agrees to pay the established rate for any additional items listed in subsequent user fee schedules.

**Payment:** The Client will be invoiced after the event by the Town of Kirkland Lake Treasury Division. Payment must be submitted directly to the Division. Invoices outstanding past 30 days due are subject to a 1% per month penalty. Outstanding payments may result in the Facility refusing or canceling any future reservations by the Client. If wanting to make payment on site, please discuss with staff. Applicable sales tax will be added to all charges.

**Cancellation:** Rooms are reserved on a first come, first served basis. The Client must notify the Facility of any cancellations in writing as soon as possible.

Unrealized rentals and unexpected cancellations materially affect the operation and financial performance of the Facility. To minimize this impact, the Facility has adopted the following policies:

- Cancellations made no less than nine (9) months before the date of the rental carry no financial penalty;
- Cancellations made more than three (3) months but less than nine (9) months before the date of the rental are billed 50% of the room fee;
- Cancellations made less than three (3) months before the date of the rental are billed the room fee.

**Force Majeure:** In the event a strike, act of God (including extreme weather conditions), terrorist attack, government regulation, natural disaster, or civil disturbance, prevents the Facility or the Client from performing under this agreement, this agreement may be terminated by either party with no financial penalty by giving actual notice to the other party within five days of the force majeure event. Cancellations requested by the renter two (2) days or more in advance of an anticipated force majeure (such as inclement weather) are subject to the Facility Administrator's discretion.

**Indemnification:** The Client agrees to indemnify, defend and hold Heritage North and the Corporation of the Town of Kirkland Lake harmless, as well as its officers, board members, employees and agents, from any liability, loss, damage, cost or expense (including attorney fees and other costs and expenses of litigation through and including trial and appeals) arising from actual or threatened claims or causes of action resulting from the negligent, reckless or intentional acts or omissions of the Client or its respective officers, directors,

employees, agents, contractors, members or participants, provided that with respect to officers, directors, employees, and agents, such individuals

are acting within the scope of their employment or agency in rendering services pursuant to this agreement.

## RENTAL CONDITIONS

**Hours of Operation:** Heritage North operates from 9am-5pm Monday to Friday and is available on weekends and evenings by appointment. Evening rentals may go until 2:30am.

**Function Space:** Client, guests and sub-contractors are restricted to the room(s) specified in the rental agreement, lobby and restrooms only. The Client will be charged \$45.00 per hour for any additional access to the rented space above and beyond the time limit for the chosen rental. This includes access by outside services sub-contracted by the Client.

**Attendance:** The Client is renting the Facility based on the expected number of attendees and the set-up specified in this agreement. The Client understands that the room(s) reserved has a capacity limit and warrants that the number of attendees will not exceed the capacity limit.

**Orderly Conduct:** The Client will ensure that all persons in attendance conduct activities in an orderly manner and abide by the rules and regulations for use of the Facility. Children under the age of 12 years must be supervised at all times.

**Smoking:** Smoking is prohibited within the Facility. There are designated *outside* smoking areas at the front of the building. Guests are to keep away from doorways and use the ashtrays outside.

**Contracted Services:** The Client is responsible for identifying and contracting any and all third party service providers. The Facility can provide a list of service providers if desired. It is the Client's responsibility to confirm which rooms or areas (ie.

Kitchen) within the Facility these service providers will require access to, and the time(s) access is required. This information must be communicated to the facility no less than two weeks in advance of the event. Unplanned requests for access outside of the agreed upon times may be denied.

**Access:** Client, guests and sub-contractors will not be permitted to enter the Facility for the designated event until the time(s) stated on the agreement. The Client must vacate the rental area at the time stated on the agreement.

**Setup/Takedown:** The day prior to the event is available to the Client to set up/decorate at no extra charge. The business day following the event is available to the Client for take down. Setup and take down must be done during regular operating hours. If set-up time is not available the designated day, the Client will be given time in the evening at no extra cost. If additional time is required on the day of the event, each additional hour will be billed at \$45.00 per hour to cover unanticipated staff costs, unless prior arrangements have been made noted on this agreement. It is the Client's sole responsibility to communicate these arrangements to guests and sub-contractors. Those guests and sub-contractors that do not adhere to this condition will not be allowed entry to the Facility without the Client's authorization for the additional costs.

**Decorations and Modifications:** Client, guests and sub-contractors shall not construct, erect or attach any fixture to the floor, ceiling or walls of the premises or alter the premises in any way whatsoever without first obtaining the written consent of the Facility Administrator and, if such

consent is obtained, then the work shall be done only in strict accordance with such consent. In addition:

- Loose glitter, sparkles, confetti, silly string and/or helium balloons are not permitted.
- Open flames are NOT allowed within the Facility. Battery operated tea lights can be purchased from the Facility, but this must be arranged prior to the event to ensure sufficient quantity.
- Any cables, electrical cords or telephone cords that are stretched across the floor must be securely taped down to avoid accidents. The adhesive used in the tape must be something that is easily removable.

**A/V Equipment:** If the Client or his sub-contractors will be using the Facility's A/V equipment, Facility staff will meet with the Client designee prior to the event in order to demonstrate how to operate the equipment. Facility staff normally will not be available for assistance with the equipment during the event, except in the case of an emergency. The Client is responsible for providing its own laptops and specialized equipment. DJ's shall provide and use their own equipment only. No technical assistance will be available or provided by the Facility for the setup or use of such equipment. The Client is solely responsible for ensuring that any and all such outside A/V equipment is compatible with and can be used in the rooms provided by the Facility.

**Food / Beverage / Alcohol:** The Facility can provide a limited selection of beverage and snack items. Beverages available on site include coffee, tea, juice, soft drinks and water. The Client will be charged in accordance with the current fee schedule, available at [klonlineservices.com](http://klonlineservices.com). Certain snacks and catered services can be arranged through staff. Items arranged through staff not listed on the User Fees are subject to an additional 20% charge on top of cost. The Facility

is solely supplied by Fortier Beverages for soft drink, juice and water. Consequently, only Coca Cola products are permitted during rentals.

**Kitchen:** Access to and use of kitchen by Client or Contracted Services is charged at an hourly rate in accordance with the current fee schedule, available at [klonlineservices.com](http://klonlineservices.com). This includes access needed for set-up, preparation or cooking. It is the responsibility of the Client/Contracted Service providing food services to clear and wash dishes related to the catered meal. The hourly rate applies from the time the Client/Contracted Service enters the kitchen to the time the client/contractor completes kitchen clean up and leaves the kitchen. The Client/Contracted Service is required to bring their own supplies as the Facility cannot guarantee sufficient in-house supplies needed for cooking or serving. Due to turnover time for washing, disposable dishes are required for midnight buffets. Overnight storage of leftover food must be arranged with staff. Any Facility staff time attributed to kitchen/dishes cleanup will be charged to the Client. The Client/Contracted Service providing food is required to leave the Kitchen in its original condition. If Facility staff must do additional cleaning, the required time will be charged to the Client.

**Dining and Decorating Supplies:** Tablecloths, chair covers, sashes, place settings, utensils and dishes are available upon request. All equipment requirements must be communicated to Facility staff prior to the event. Additions can be made to original items or quantities filled out on the Rental Application. They must be provided two weeks prior to the rental date or the Facility cannot guarantee supply. Facility staff will set out rented dishes and tablecloths. Rented chair covers and sashes will be the responsibility of the Client to place; Facility staff will place if the Client purchases the Facility's decorating services. The Client must provide their bar with plastic cups as

additional glasses will not be given out after the meal. Beer bottles and cans are also not permitted to be given out. The Client is responsible for arranging bar supplies. If a sub-contractor will be running the bar, the Client must communicate this to them. The cost of supplies and staff assistance is defined in the current fee schedule, available at [klonlineservices.com](http://klonlineservices.com). All equipment requirements must be communicated to Facility staff prior to the event so the appropriate amount can be prepared.

**Damages and Loss:** The Facility is not responsible for any lost, stolen or damaged property or personal items. The Client is solely responsible for any and all damage, breakage, loss or destruction caused to the premises, A/V equipment and other property; for any personal injury at the Facility; or extra charges resulting from the use of the Facility by the Client, guests, employees, agents, contractors or suppliers. The Client shall reimburse the Facility upon demand

for any such charges or damages. Determination of damage and costs will be at the sole discretion of the Facility Administrator.

**Complete Agreement:** This rental agreement is the entire agreement between the parties, superseding all prior proposals, negotiations, representations, commitments and other communications between the parties and their agents, and may only be supplemented or changed in writing, signed by an authorized representative of the Client and the Facility. The Client may not transfer the agreement, or assign any benefits arising under or associated in any way with this agreement without prior written consent of the Facility. Any legal action in connection with this agreement shall be brought or maintained in the Province of Ontario, and Ontario law shall apply.

## INSURANCE

**Coverage:** The Facility requires proof of general liability insurance inclusive of bodily injury and property damage, naming the Town of Kirkland Lake as an additional insured. Coverage valued at five million or above per occurrence is compulsory especially but not limited to those events involving alcohol; where goods/services will be sold or promoted; if games of chance are involved. The Facility reserves the right to waive insurance requirements for other events at its sole discretion. Proof of insurance must be provided no less than thirty (30) days prior to the event date. The Facility reserves the right to cancel a function if insurance is not provided. Individuals wishing to rent the Facility may reference a Homeowners policy or a Tenants Package showing proof of liability including tenants, fire and legal in accordance with requirements mentioned above. Renters can visit

their broker or go to [palcanada.com](http://palcanada.com) to get Party Alcohol Liability with the above requirements.

**Contracted Services:** The Client is responsible for providing proof of insurance from all service providers no less than 2 weeks prior to the start of the event. Speak to staff to see if the contracted service already has their policy on file.



## ALCOHOL

**Policies:** The Client agrees to abide by and serve alcohol to their guests in a responsible manner as outlined in the “Corporation of the Town of Kirkland Lake Municipal Alcohol Policy and Zero Tolerance Policy”. These documents are attached to this agreement. Both policies must be signed and the signature page returned to the Facility or this Agreement is voided.

**Coverage:** Alcohol may not be consumed outside of the facility, or in unlicensed areas. Signs will be posted, but it is asked that the Client also arrange for their DJ, presenter or Master of Ceremonies to announce this to guests.

**Service:** As per municipal policies, any guest that appears to be intoxicated will not be further served and will be asked to leave the Facility. *Failure of the intoxicated guest to leave the premises will result in termination of the event.*

**There are no exceptions.**

**Permits:** A copy of an alcohol permit(s) must be provided to the Facility two (2) days prior to the

event for alcohol to be served. If a caterer is running the bar, a copy of their Liquor License must be provided to cover the permit. If the Client is running the bar, a Special Occasions Permit (SOP) must be purchased from the Liquor Control Board of Ontario (LCBO Store) and a copy provided to Heritage North. The Client must ensure the permit names all rooms they want alcohol consumed in, otherwise alcohol cannot be brought into uncovered areas.

The Client must consult the staff at the LCBO regarding Sale and Non-Sale SOPs. Sale SOPs are needed when guests are purchasing alcohol. Non-Sale SOPs are required if Clients will be serving complimentary drinks to their guests, including offering an open bar, consuming free alcohol in a dressing room or offering free table wine under a Sale SOP.

**Smart Serve:** Names and Smart Serve Certification numbers for those working the bar must be provided two days prior to the event.

*Authority to Sign: The Person signing on behalf of the Client warrants that signer is duly authorized to enter into this agreement on behalf of the Client. In the event the signer is not so authorized, the signer agrees to be personally liable for the faithful performance of this agreement.*

Renter's Name: \_\_\_\_\_

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

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

Staff Member's Name: \_\_\_\_\_

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

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



*\* Must be submitted 2 weeks before rental date*

## Rental Application

Group / Renter Name:	Rental Date:
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Room(s) Booking	Room Configuration - See Room Configurations and Capacities in Rental Booklet
<input type="checkbox"/> Lounge	<input type="checkbox"/> Standing
<input type="checkbox"/> Conference Room 1	<input type="checkbox"/> Theatre
<input type="checkbox"/> Conference Room 2	<input type="checkbox"/> Ceremony
<input type="checkbox"/> Theatre	<input type="checkbox"/> Classroom
<input type="checkbox"/> Banquet Hall	<input type="checkbox"/> Boardroom
<input type="checkbox"/> Exhibit Hall	<input type="checkbox"/> U-Shape
<input type="checkbox"/> Kitchen and Prep Room	<input type="checkbox"/> Banquet
<input type="checkbox"/> Full Building	<input type="checkbox"/> Other (describe)
<input type="checkbox"/> Grounds Rental	

*Please indicate below quantity of items needed for event.*

Equipment/Items		Quantity
<b>TABLES/CHAIRS</b>	Round Table	
	Rectangular Table	
	Chair	
<b>LINENS</b>	White Rectangular Tablecloth	
	Black Rectangular Tablecloth	
	White Round Tablecloth	
	Black Round Tablecloth	
	Ivory Round Tablecloth	
	Ivory Organza Overlay	
	White Chair Cover	
	Black Chair Cover	
	Ivory Chair Cover	
	Chair Sash: <i>(Indicate colour)</i>	
	Crystal Clip	



Equipment/Items		Quantity
	Staff Decorating	
<b>PLACE SETTINGS</b>	Dinner Plate	
	Dessert Plate	
	Soup Plate	
	Soup Bowl	
	Wine Glass	
	Water Glass	
	Table Fork	
	Dessert Fork	
	Butter Knife	
	Serrated Knife	
	Teaspoon	
	Soup Spoon	
	White Napkin	
	Black Napkin	
	Foam Leftover Container	
	Disposable Dishes (please describe which items are required):	
<b>CONCESSIONS</b>	Water Pitcher	
	Coffee (12 cup thermos)	
	Tea Bag	
	Canned Pop	
	Canned/Bottled Juice	
	2 L Bottle of Pop	
	Juice Jug	
	Hot Dog	
	Popcorn Bag	
	Other (non-listed items arranged by staff are 20% above cost) Please describe:	
<b>OTHER</b>	Photocopy	
	Conference Phone	
	Business Easel	
	Wireless Microphone	

Equipment/Items		Quantity
	Audiovisual Equipment	
	Laptop	
	Podium	
	Pop Up Drapery (2 bases, 2 poles, cross bar + 2 curtains)	
	Magnetic Hanging Hooks	

*Please note your contracted service must provide a copy of their business insurance. Staff can be consulted to see if a policy is already on file.*

Contracted Service (please fill in business/individual name)	Office Use Only Insurance Policy Provided
Caterer:	
Bartending:	
Indicate each Bartender and Server's Name and Smart Serve Certification Number:	
Decorator:	
DJ:	
Other:	

*Client must indicate times required for the rental, set up and take down, inclusive of time required by the contracted services. The Facility cannot guarantee access outside of pre-arranged times.*

<b>Times Required (include date, time start and end)</b>	<b>Activities Occurring (indicate activity and who will be present if not the Client)</b>

## DOCUMENTATION

Office Use Only:

<b>Document</b>	<b>Indicate 'Received' or 'Not Required'</b>
Completed Rental Agreement	
Signed Rental Agreement	
Signed Municipal Alcohol Policy	
Zero Tolerance Policy Signed	
Copy of Alcohol Permit- Liquor License or Special Occasions Permit(s)	
Copy of Rental Insurance	
Copy of Contracted Services' Insurance	

Office Use Only:

*(Indicate amount of payment/billing, date of payment/billing and attach Rental Log + receipts)*

Payments Made on Site	Amount Invoiced

*The Client agrees to provide all documentation as outlined in the Rental Agreement by 24 hours prior to the event or Heritage North reserves the right to cancel the rental. All changes made to the rental documents following submission to Heritage North MUST be initialed by a facility representative to be in effect. In the case of any discrepancies between the Client's documentation copies and the Facility's copies, the Facility's copies shall prevail. It is the Client's responsibility to ensure their copies are the same as that on file with the Facility.*

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Client Signature

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Date Application Filled Out