

## **Venue Rental Terms and Conditions**

### **Photo Sessions at the Leamington Municipal Building**

Please consider these terms and conditions carefully and forward any questions by phone at **519.326-5761** or email [clerks@leamington.ca](mailto:clerks@leamington.ca)

#### **1. Definitions**

The 'Municipality' means The Corporation of the Municipality of Leamington.

'Patron' means the person or company entering into this Agreement with the Municipality.

#### **2. Cancellation Policy**

Fifty per cent of the Venue Rental invoice will be retained in the case of an event cancellation after the event has been confirmed. The Venue Rental cancellation fee could be applied to a future rental provided it takes place within six months of the original booking. Please note: Notification of a cancellation must be received by the Clerk's Department within five business days prior to the event to receive fifty per cent of the venue rental fee.

#### **3. Invoicing & Deposits**

Prior to the event, one hundred percent of the venue rental fee is required to secure the space. Venue rental payments must be made directly to the Municipality of Leamington. Payment options include: Cash, Debit, Certified Cheque, Draft or Money Order.

#### **4. Guaranteed Numbers**

When booking an event, the Patron will be asked to give an estimate of the number of guests expected to be in attendance. A final number of guests attending is required by the Patron ten working days prior to the event.

#### **5. Inspection**

The Municipality reserves the right to inspect and monitor all photo sessions. The Municipality will not be held responsible for damage or loss of personal property or equipment brought into the Leamington Municipal Building by the Patron and/or any member of the Patron's guest list. The Municipality will also not assume responsibility for any personal property or outside equipment left behind by the Patron or a member of their party after the session has concluded.

The Patron will be held responsible for any damage or vandalism inflicted on the rented premises before, during or after an event, by a guest or any individual in attendance.

#### **6. Venue Safety**

The Patron and all guests are expected to behave responsibly while renting space at the Leamington Municipal Building. In compliance with the Municipality's safety rules, the Patron and all guests must respect the rented space. The Municipality assures patrons that rentable spaces are compliant with facility safety guidelines and pose no risk of injury to the Patron or any member of his/her party. However, the Municipality accepts no responsibility if any

improper behaviour by the Patron or guests of the Patron results in personal injury or property damage for one or more members of the Patron's party.

#### **7. Alcohol and Intoxicated Guests:**

Alcohol is strictly prohibited on the premises. Any Patron and/or their guests in possession of alcoholic beverages will be subject to eviction. Any violations of these laws that result in injury of a patron and/or guest or damage to municipal property are a direct responsibility of the Patron.

The Municipality reserves the right to deny entry to any intoxicated guests. Any intoxicated person(s) causing a disturbance during rental of the facility will be asked to leave the facility and may be subject to arrest.

#### **8. Smoking**

No smoking is allowed inside the Leamington Municipal Building in accordance with the Smoke Free Ontario Act. Effective May 31, 2014, smoking is prohibited within nine (9) metres of any entrance or exit to the Leamington Municipal Building.

#### **9. Set-Up**

All existing fixtures and furniture within the Leamington Municipal Building are property of the Municipality. The Municipality reserves the right to maintain the original space and all existing materials within it. By no means may any fixture or piece of furniture be removed by the Patron or any of his/her guests before, during or after the event. Municipal staff reserves the right to determine whether furniture is to be moved in preparation for, or during a session.

#### **10. Removal of Decorations/Equipment**

The Patron's decorations, photo equipment and all personal belongings are to be removed by the patron prior to vacating the premises. The Municipality is not responsible for any decorations, personal belongings and/or equipment left unattended or overnight.

#### **11. Promotional Materials**

All signage, promotional materials, etc. brought into the Leamington Municipal Building must be pre-authorized before use for a photography session. These materials must be of a professional nature and may only be used if necessary and are part of the session aesthetics. The Municipality does not permit anything to be nailed, posted or otherwise affixed to the walls or any area of the space rented and the surrounding premises. Boudoir type shots are not permitted in the Leamington Municipal Building.

#### **12. Pyrotechnics and Speciality Décor**

All speciality décor and services present at a session must be approved by municipal staff. No open flames are permitted. The following special effects/speciality décor are not permitted: smoke/fog machines, feathers, glitter, projectiles, confetti and bubbles. Any special effects/speciality décor not listed above must be approved by municipal staff prior to use.

**13. Limitation of Liability**

The Municipality’s liability for any breach of the above conditions agreement, including the breach of any fundamental condition outlined or any breach arising out of or related to this agreement, shall be limited to the Patron’s actual, provable damages in an amount not to exceed the total amount actually paid to the Municipality in compliance with this agreement. Regardless of the form of action (breach of contract, strict liability, tort, negligence, or other legal violation) the Municipality reserves the right to terminate this agreement if such an action is to occur. The Patron acknowledges and agrees that in no event will the Municipality be responsible for incidental, punitive, indirect or consequential damages, including damages resulting from lost business revenue or lost profits, even if the Municipality has been advised of the possibility of such damages.

**14. General**

Any paragraph or any other provision of this Agreement which is, or becomes, illegal, invalid or unenforceable shall be severed from this Agreement and be ineffective to the extent of such illegality, invalidity or unenforceability and shall not affect or impair the remaining provisions hereof or thereof. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision (whether or not similar), no shall such waiver constitute a waiver or continuing waiver unless otherwise expressly provided in writing duly executed by the party to be bound thereby. This Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. This Agreement shall be governed by and interpreted and enforced in accordance with the laws in the Province of Ontario and the federal laws of Canada applicable therein. If the Municipality is delayed or interrupted in or prevented from the performance of its obligations hereunder by reason of an act of God, fire, flood, war, labour dispute or other labour disruption, public disaster, governmental enactment, regulation or order or any other cause beyond its control, the Municipality shall not be responsible or liable to the Patron therefore. If as a result of any of the foregoing events the Patron’s rental is cancelled, the Municipality will work with the Patron to re-schedule the Patron’s rental, provided that if the rental cannot be rescheduled then the Municipality shall return all amounts paid to it hereunder. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties. There are no representations, warranties, conditions or other agreements, express or implied, statutory or otherwise, between the parties in connection with this Agreement, except as specifically set forth herein.

**I have read and hereby agree to the Municipality of Leamington’s Venue Rental Terms and Conditions.**

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

Number of Guests: \_\_\_\_\_

Patron Name: \_\_\_\_\_

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

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

Municipal Staff: \_\_\_\_\_

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