



ROOM RENTAL AGREEMENT

CONTRACT HOLDER: PLEASE READ ALL OF THESE PROVISIONS

In consideration of Dovercourt Recreation Association issuing the attached rental permit ("the permit"), the contract holder (and the sponsoring organization, if applicable) is voluntarily assuming the risks associated with holding the described event and is confirming they have read, fully understand and will adhere to the following general terms and conditions:

THE CONTRACT AND CONTRACT HOLDER

1. The contract holder must comply with all applicable rules and regulations, policies and procedures of DRA, the City of Ottawa and all City By-laws.
2. Key(s) for rental space (if applicable) will be returned by the contract holder to DRA within 2 hours of the rental end time. If the rental end time exceeds DRA customer service desk hours, key(s) can be returned to the drop box at the front door on Dovercourt Avenue.

THE RENTAL

3. No alcohol or drugs are permitted on the premises. Renters or attendees who appear intoxicated will be refused their room without a refund.
4. The contract holder must be at least 18 years old and always be present at the rented space during the agreed rental period.
5. Set up and take down time is included in the rental period. If additional time is required to set up or take down, additional charges may be incurred.
6. Decorations are permitted by DRA, provided they are easy to put up & remove, non-invasive, and safe. Any decorations using candles, open flames, or could otherwise pose a safety or security risk, must be brought to the attention of Dovercourt before use in the room rental. All decorations must comply with public safety and fire regulations. Pyrotechnics or dry ice are prohibited.

THE FACILITY

7. The contract holder shall use DRA facilities/premises, equipment and furnishings provided in a manner consistent with their intended use, and only on the dates and times stated in the contract.
8. Room capacity limits are to be enforced without exception. If the number of attendees differs from what was originally booked, additional fees may be incurred.
9. Tables and chairs will be provided by DRA facilities staff based on location, availability, and room capacities.
 - o For rentals at 411 Dovercourt Ave., facilities staff will bring tables and chairs to and from the rental space, as requested. Placement and configuration of the tables and chairs will be the responsibility of the contract holder.
 - o Renters are responsible for tidying the rental space after the rental period is over. Sweeping, mopping, and changing of garbage bins will be performed by DRA, but the room should be free of clutter and otherwise clean by the end of the rental period.
10. For rentals at offsite locations (McKellar Park Field House, Van Lang Field House, and Woodroffe Park Field House) tables and chairs will be available



11. Maximum attendance must be monitored by the Permit Holder and will be governed by the applicable regulations including those for Fire, Ontario Health Board and Liquor License Act of Ontario.
12. All exits in the facilities must be kept free from obstructions in case of fire or other emergency.

SAFETY AND RESPONSIBILITY

13. If the contract holder becomes aware of activities or conduct during the use of the facility that could lead to personal injury or property damage, the contract holder shall take immediate and decisive action to prevent participants and the public attending the event from engaging in these activities or conduct.
14. DRA reserves the right to monitor the use of the facility by the contract holder to ensure that all regulations are being observed and respected.
15. The contract holder must comply with all applicable Federal, Provincial and Municipal by-laws (including but not limited to those relating to taxes, copyright fees, and licensing matters) and shall be responsible for any associated taxes, fees, tariffs and levies that may apply to the use of the facility/premises and function for which this contract is issued.
16. In the event of an incident the contract holder must follow the Incident Reporting Procedures described below. An incident includes bodily injury to the contract holder, a participant and the public, or damage to DRA or City of Ottawa property or third-party property.
 - o **Call 911**, when Police, Ambulance, Fire etc., assistance is required.
 - o Immediately advise onsite staff of the incident. If a staff is not readily available, contact DRA staff within the next working day.

INSURANCE

17. Contract holders and sponsoring organizations renting DRA facilities/premises to conduct low risk activities are strongly encouraged to maintain liability insurance coverage to a limit of \$2,000,000 inclusive per occurrence for bodily injury, death and damage to property in one of the following forms; Commercial General Liability, Special Events Liability, Home Owners' Personal Liability, Tenants or Condominium Owners' Personal Liability.
18. At the discretion of DRA, contract holders or sponsoring organizations renting DRA facilities/premises may be required to maintain the above insurance if requested by DRA. Such insurance shall name DRA and the City of Ottawa as additional insureds there under.
19. Upon request, DRA may require the contract holder or sponsoring organization using DRA facilities/premises to provide a Certificate of Insurance evidencing the above insurance coverage prior to holding the described event.
20. DRA reserves the right to increase the limit of insurance required. Compliance with the above insurance requirement is the sole responsibility of the contract holder or sponsoring organization.

INDEMNIFICATION

21. The contract holder agrees to indemnify and save harmless DRA & the City of Ottawa from all claims, demands, causes or action, loss, costs or damages that DRA or the City of Ottawa may suffer, incur or be liable for resulting from the contract holder's negligence, acts or omissions, obligations, failure to adhere to the terms of conditions related to the holding of the event described in the contract.

**PAYMENTS, CANCELLATIONS AND REFUNDS**

22. Your booking will not be confirmed until payment has been received in full, and this agreement has been signed and returned.
23. Cancellations will be accepted with at least **21 days' notice before the booking date**, options include:
 - o A refund back to the original payment method less a \$20 administration fee.
 - o A credit for the full value paid issued to your DRA account.
24. All cancellation requests made with **less than 21 days' notice** will not be refunded or credited.
 - o Exceptions may be made in extenuating circumstances or for medical reasons if a medical certificate is provided.
25. At DRA's discretion, a refundable deposit in the form of a credit card may be required prior to the rental period as a guarantee against damages or other expenses incurred. The amount of the deposit may vary depending on the type of event. Non-compliance with terms and conditions of the contract may result in part or all of the deposit being withheld by DRA upon completion of the rentals.
26. DRA reserves the right to cancel the rental contract at any time in the case of emergencies or when unforeseen circumstances arise. In such cases DRA will make every effort to provide the contract holder with 24 hours notice of cancellation, however, such notice may not be possible in all circumstances. In the case where the rental period is for more than one day's use, cancellation may be made on any one or more of the booked dates. DRA will make every attempt to grant the contract holder access to the premises at another time or allow a proportionate rebate for the period of rental time cancelled.
27. DRA shall have the right to cancel the rental contract immediately without notice if, in the opinion of DRA, the contract holder or any person(s) using the facility with the consent of the contract holder, willfully damages DRA property, displays misconduct, unlawfully consumes alcoholic beverages, is in violation of any terms of this rental contract or a City By-law, City regulation or any applicable Federal or Provincial law.
28. DRA will not provide public space, facilities and/or properties within its jurisdiction to an individual or group that supports or promotes views, ideas or presentations which promote or are likely to promote discrimination, contempt or hatred to any person on the basis of race, national or ethnic origin, color, religion, age, sex, marital status, family status, sexual preference, or disability, gratuitous sex and violence or denigration of the human condition. DRA reserves the right to cancel a contract if any of the above-noted circumstances arise.

Non-compliance with the terms and conditions of this contract could result in the immediate suspension or cancellation of the contract.