



TEMAGAMI FIRST NATION

BEAR ISLAND
LAKE TEMAGAMI, ONTARIO P0H 1C0
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Terms and Conditions of Facility Rental Agreement

The Temagami First Nation 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 Temagami First Nation 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 Temagami First Nation, the Province of Ontario, and the Government of Canada

HOLD HARMLESS

3. The LICENSEE personally, and jointly and severally, agrees to indemnify and hold harmless the Temagami First Nation 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 by the Licensee. If the Property 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 the Property and Temagami First Nation harmless and shall pay all costs, expenses and reasonable legal fees incurred or paid by the Property or Temagami First Nation in connection with such litigation. The Licensee shall also pay all costs, expenses and legal fees that may be incurred or paid by Temagami First Nation 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 it's own expense, in a form satisfactory to Temagami First Nation and in an amount not less than one million dollars and provide evidence of this insurance prior to use of occupation of the Facilities. Such insurance shall include the Temagami First Nation 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 Temagami First Nation in writing at least three (3) days prior to the date of cancellation or expiry. The Temagami First Nation 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 12:00 noon on the day before
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. The Facilities will be clean and clear in its entirety, in accordance with its standard practices prior to the event set up.
8. The LICENSEE shall clean the rental space in its entirety following completion of the event to the satisfaction of the Temagami First Nation.
9. It is further agreed that Temagami First Nation 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 Temagami First Nation by-laws, provincial and federal law.
- e) That vehicles will only be parked on facility grounds or designated parking areas and will refrain from parking on the helipad or helipad dock.
- f) That no changes or alterations shall be made to any facilities unless expressly permitted and provided for in this agreement. All tape or other attachments are to be removed in their entirety at the end of use of the Facilities.
- g) That confetti is not permitted on the premises.
- 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 and taken away to the dumpsters.
- 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 Temagami First Nation 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 damages is \$50.00.

13. FOR ALCOHOL AND GAMING COMMISSION SPECIAL OCCASION PERMIT HOLDERS

- a) Alcoholic beverages may be sold or serve 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 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 prior to the function. A copy must be delivered to Temagami First Nation administration office 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