

# OAKVILLE COMMUNITY CENTRE RENTAL CONTRACT

as of Nov 4, 2024.

Oakville Community Club Inc reserves the right to amend an electronic or printed version of the contract in the event a contract was downloaded and/or printed prior to the posting of a new contract.

Any changes made by anyone other than a designated agent of the Oakville Community Club board or without permission of the Oakville Community Club board voids the contract.

Lessor: Oakville Community Club Inc (shown as OCC in contract)  
625 3<sup>rd</sup> Ave, PO Box 344, Oakville, MB, R0H 0Y0  
Phone: 204-267-2394  
Email: [oakvillembcomcentreinquiries@outlook.com](mailto:oakvillembcomcentreinquiries@outlook.com)

## LESSEE/RENTER INFORMATION:

Name: \_\_\_\_\_ Tel: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

DATE REQUIRED: \_\_\_\_\_

From: \_\_\_\_\_ am/pm To: \_\_\_\_\_ am/pm

## TYPE OF RENTAL REQUESTED

- Wedding: \$800
- Social: \$700
- Combo (social + wedding) \$700 for social but \$600 for wedding
- Funeral: \$350 (Entandem fees, set-up and take-down included in this price)
- Events hosted by community groups with representation of a director the Oakville Community Club board: \$150
- Events hosted by youth groups recognized by OCC (4-H, Tiny Tots, etc): \$150

*Funerals, weddings, socials, and events hosted by community groups with board director and recognized youth groups: **automatically includes the full Centre** (hall, boardroom, and kitchen).*

## **SMALLER EVENT RENTALS BY ROOM**

- Boardroom:
  - \$50/hr
  - OR
  - \$100/day max

- Kitchen: \$150/day flat rate
- Hall rentals:
  - \$75/hr
  - OR
  - \$300/day max

### **PLEASE NOTE**

Rentals **over \$300** require a 25% down payment to reserve the booking.

Rentals **\$300 and under** require full payment (rental, damage deposit, and any additional fees) to be paid at booking to hold the date.

**Additional fees may apply as indicated in the following pages of this contract.**

Full payment and a damage deposit of 50% of total rental rate must be paid 30 days prior to the booked event.

The damage deposit amount will be returned in full, part or not at all dependent upon whether facility is in same state/condition as prior to event and whether clean-up conditions as outlined are met.

All rentals can be paid by cash-OR e-transfer to [oakvillecommunityclub@gmail.com](mailto:oakvillecommunityclub@gmail.com) OR cheque payable to **Oakville Community Club**.

**This is a non-smoking facility.**

**No pets allowed – service animals only.** (“individually trained by an organization or person specializing in service dog training to perform a task to assist a person with a disability with a need related to their disability.” - [section 1\(1\) of the Accessible Transportation for Persons with Disabilities Regulations.](#))

### **ADDITIONAL FEES**

#### **SET-UP AND TAKE-DOWN**

Lessor reserves the right to charge for setup and take down, dependent upon a case-by-case basis.

#### **ENTANDEM FEES – FEE CALCULATION CHART ON NEXT PAGE**

For events where music is being played (live, recorded or a combination of both), the Renter will be required to pay ENTANDEM license fees. ENTANDEM is jointly owned and operated by both RE:SOUND and SOCAN, and will administer recorded and live music licenses for both RE:SOUND and SOCAN. ENTANDEM collects license fees on behalf of RE:SOUND and SOCAN, who then distribute them to their respective rights holders.

**RE:SOUND** is the Canadian not-for-profit music licensing company dedicated to obtaining fair compensation for artists and record companies for their performance rights.

**SOCAN** (The Society of Composers, Authors and Music Publishers of Canada) is the Canadian copyright collective for music. SOCAN protects the performing and reproduction rights of more than 150,000 songwriters, music publishers, composers, and visual artists

The cost of ENTANDEM fees depends on a range of factors, from where and how the musical work is being performed, the seating capacity and the type of event. Licenses are required by law whether the music is live or played on a tape/CD player, jukebox, video, or karaoke, or a combination of both, and whether the performers are paid or not.

The OCC collects the appropriate fees on behalf of ENTANDEM and remits them to ENTANDEM on a quarterly basis. For more information regarding ENTANDEM licensing fees, visit the website at [www.entandemlicensing.com](http://www.entandemlicensing.com), call 1-855-957-6226 or visit the Copyright Board of Canada.

RE:SOUND	Without Dance				With Dance				
	Capacity	Check			Capacity	Check			
	1-100		\$9.25		1-100		\$18.51		
	101-300		\$13.30		101-300		\$26.63		
	301-500		\$27.76		301-500		\$55.52	Re:Sound	
	Over 500		\$39.33		Over 500		\$78.66	Total	
			Subtotal A				Subtotal B		
SOCAN	Without Dance				With Dance				
	Capacity	Check			Capacity	Check			
	1-100		\$22.06		1-100		\$44.13		
	101-300		\$31.72		101-300		\$63.49		
	301-500		\$66.19		301-500		\$132.39	Socan	
	Over 500		\$93.78		Over 500		\$187.55	Total	
			Subtotal A				Subtotal B		
BOTH License Fees MUST be paid* (Re:Sound & Socan)							Total		
*(Unless LIVE music ONLY and approved by General Manager)							Re:Sound + Socan =		
							Entandem Fees	*	
Check off capacity - fill in \$ amount									

**CORKAGE FEES** – \$5 per person, with a minimum of \$250, with use of the Oakville Community Club’s bartending subcommittee. Corkage fees include 2 bartenders, mix (Coke, Diet Coke, Sprite, orange and clamato juice), ice and cups.

**NO** corkage fee if lessee brings in their own bartenders who are certified through <https://smartchoicesmb.ca>

**Final corkage fee** will be determined at the closing of the bar and this fee is due at this time. All remaining alcohol and the Occasional permit must be removed immediately following the event.

**SECURITY FEES – Mandatory at all Socials. Minimum requirements: 2 guards. Security will be booked by the Lessee/renter.**

**Proof** of engaging a professionally certified security company or personnel who carry the appropriate insurance **must be provided for approval by the Lessor 2 weeks prior to rental date.**

Any individual caught fighting, creating a disturbance, causing mischief or damage or engaging in acts that contradict the requirements regarding liquor and/or illegal drugs or substances as stated above will be removed from the premises and is subject to being barred from the facility in the future.

**RENTAL TERMS AND CONDITIONS**

**1. Responsibility** – It is the responsibility of the Renter to be familiar with and abide by the guidelines contained in this agreement. The Renter accepts responsibility for and agrees to pay for the replacement or repair costs of any and all damages that may occur due to their actions or the actions of persons attending their function, for the duration of the rental period.

**2. Minors** – Persons under the age of 18 years will not be allowed to consume alcohol at functions. Any minors attending a public event must be identified (stamp or wristband on adults for example).

**3. Deposit and Guarantees – Rentals over \$300:** The signed rental agreement and a **25% non-refundable deposit** (on base rent) is due at time of booking. **All remaining fees are due 30 days prior to the event.**  
**Rentals \$300 and under:** full payment at time of booking.

**4. Licensed Events** – An Occasional Permit is required for all events where alcohol is being consumed. This permit must be obtained by the Renter and provided to bar staff and will be posted during the event. Renters may choose to hire their own bartending (must be certified through <https://smartchoicesmb.ca>) OR use the Oakville Community Club's bartending subcommittee. (See "Corkage Fees" above)  
It is the responsibility of the Renter to be familiar with and abide by the LGCA (Liquor, Gaming and Cannabis Authority of Manitoba) rules and regulations. Tickets cannot be sold at the door or on the premises or parking lot during the event. Closure of the event by liquor inspectors will not result in refund of any rental fees. **To obtain a permit, go to [www.lgcamb.ca/liquor/social-occasion-liquor-permits/](http://www.lgcamb.ca/liquor/social-occasion-liquor-permits/)**

**5. Liquor** – Alcohol will not be allowed in the building until the date listed on the Occasional Permit (day of the event only). All liquor must be removed immediately following the event – same day – after corkage fee has been determined.

No alcohol may be served prior to bar opening time or after bar closure time specified on the permit. Alcohol must be removed from the tables within 60 minutes of the termination hour and guests must vacate the premises at this time.

Alcoholic beverages must be poured into plastic cups; cans not poured must be opened at the bar.

No alcohol may leave the building until the event is over and all remaining alcohol is to be removed by the Renter after corkage has been determined (if using our bartenders).

All events will be subject to inspection by liquor officials as well as by members of the RCMP. Any food requirements are the responsibility of the Renter and are not part of this contract.

**All beer must be in cans.**

**6. Security – Mandatory at all Socials and as outlined above under "ADDITIONAL FEES."**

**7. Health Orders** – All renters of buildings or property of the OCC must comply with current Manitoba Health Orders. All renters are responsible to be aware of current protocol and regulations as they pertain to their event. If applicable, all events that must obtain approval to proceed from the local or provincial Health Protection office must show proof of approval a minimum of ten days prior to the event start. If applicable, any permits required for an event must be forwarded to the OCC a minimum of ten days prior to the event start.

**8. Damages and Liability** – The Renter accepts responsibility for all damages (includes extra clean-up of floors or walls), destruction or theft of property and injuries that may occur while using the facility as well as any damages that occur to the Oakville Community Centre premises by those attending the event. All damages or losses will be billed to the Renter. Public Liability and Property Damage Insurance (PAL at <https://www.palcanada.com/index.php/en-us/>) is recommended in the amount of \$2 million prior to the event taking place.

**9. Set-up and Decorating** – To take place the day of the event; other arrangements may be possible depending upon building availability.

No confetti.

All balloons must be secured.

Pins/tacks/tape must only be placed on the **decoration surface** on the wall (felt banner wrapping around the walls in the banquet room).

No open candles (all candles must be contained in an appropriate holder).

All decorations must be removed immediately after the event.

**10. Kitchen** – The renter is ultimately responsible for general clean-up of the kitchen area and the proper care of all equipment within the kitchen area, regardless of whether they hire a caterer. Additional charges may be added for missing or damaged articles.

**11. Clean-up** – Please see attached checklist of items that must be completed.

Noncompliance will result in a clean-up fee that will be deducted from the damage deposit. The amount will be on a case-by-case basis at the discretion of the Lessor and determined by the amount of work required to return the facility to the state/condition it was before rental.

12. Oakville Community Centre is a MANITOBA GREEN BUILDING. It is heated and cooled **AUTOMATICALLY** by a geothermal system. Turning on the lights signals the system to adjust the temperature accordingly. As more people enter and raise the temperature, the system registers this and again adjusts the room temperature. Turning on the exhaust system (mandatory to operate the ovens) in the kitchen also triggers the system to adjust the temperature in the kitchen automatically.

**DO NOT PROP OPEN ANY EXTERIOR DOORS during your event.**

This only leads to inefficiency and increased costs, as well as to the potential for pests (insects, rodents) to enter the building.

**By signing below, I have read and agree to the terms and conditions as stipulated within this agreement.**

**Rental Terms and Conditions accepted and agreed to:**

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Print name and/or Organization

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Date

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Signature