

1. Terms and Conditions

a) Cancellation Policy

If cancellation occurs more than nine (9) months prior to the function date, the Renter will be reimbursed for amount paid less a \$50.00 Administration Fee.

If cancellation occurs less than nine (9) months prior to the function date, the Renter will not be reimbursed.

b) Hall Decorating and Deliveries

Decorating, table and chair set-up and the delivery of goods (eg. wedding cake, fresh flowers, etc.) connected to the renter's event, including set-up time for bands, D.J., caterers, etc. require hall entries before your rental function. These pre-function hall entries are facilitated by Club volunteers who will be dispatched at the arranged and recorded times.

Pre-function hall entries are limited to 3 entries. Extra charges will be applicable if you surpass the allowed number of entries (more than three (3) pre-event hall entries, \$25.00 for each entry above 3.

Hall entry for decorating, set-up on the day before the booked function can only be granted if it does not conflict with another booked function. This can be determined no earlier than the final meeting between the renter and the Germania Club representative four (4) weeks before the event.

i) Table and Chair Set-Up

Renters must provide their own help for table and chair set-up. When chairs need to be removed from the hall they should be stacked neatly on the dollies and placed in the storage room. Tables should also be placed in order as indicated by labelling/signage in the storage room.

ii) Fasteners

Strictly prohibited are fasteners such as duct or regular masking tape, staples, nails, screws, or anything else which leaves a mark or any other damage on the walls, floor, or any other surface anywhere in the building. Painter's tape is the ONLY fastening material permitted on any surface in the building. The renter will be invoiced for the repair of any flaws/damages resulting from the use of unauthorized fastening materials.

iii) Suspension of Decorating Materials

Insurance with respect to liability, personal injury, and property damage, covering any acts, or omissions committed by the decorator in the amount of \$1,000,000 is required to decorate/suspend any items/materials from the high ceiling in the centre of the hall. Proof of such insurance must be furnished to the Germania Club a minimum of four (4) weeks before the event.

iv) Absolutely No Living Beings

It is strictly prohibited to bring into the Club building any living being as decor. This includes live fish in fish bowls, turtles, live butterflies, etc. These will be removed immediately.

v) Banned Decorating Materials

Renters may not use the following materials inside Germania Hall and Upstairs Room: confetti, hay bales, real leaves, flower petals, glitter dust.

vi) Decorative Candles

The flame of all candles must be enclosed by a container which extends above the highest point of the flame. Alternatively battery-operated candles may be used. No devices using liquid fuel are permitted. (Ontario Fire Marshall's Regulations)

vii) Exit Signs

All entrances/exits marked with an illuminated "EXIT" sign must remain unobstructed at all times.

viii) Young Children While Decorating

Unsupervised small children are not allowed in the building at any time, including while decorating is in progress.

ix) Consuming Alcoholic Beverages

During and after decorating, or at any time other than the time the event is open to the public and supervised by Germania Hall staff, the presence and consumption of alcoholic beverages on Germania Club property is unlawful and will not be tolerated.

x) Removal of Germania Club Pictures

Pictures, flags, plaques etc. on the inside building walls belong to and are part of the Germania Club Pembroke building and a part of the Germania Club's cultural identity.. Under no circumstances are renters or their agents allowed to remove any pictures, flags and other items from walls anywhere in the building. It is the renter's responsibility to ensure compliance.

2. Hall Access Arrangements / Duration of Hall Rentals

The renter is required to bring the completed final meeting checklist (bottom half of Appendix A - attached to this agreement with all required pre-function hall entry dates and times to the final meeting with the Germania Club representative four (4) weeks before the event.

a) Duration of Hall Rentals

This Hall Rental Agreement is valid for the date of the booked function beginning at 8:30 am and ending at 1:30 am. Hourly rentals are not provided. For all hall rentals the stated Hall Rental Fees apply.

b) In the event that equipment, decorations, chairs, or any other items remain in the hall past the agreed upon removal time, the Renter agrees to reimburse the Club forthwith for any and all expenses incurred in the handling of said items including but not limited to clean up, removal and storage.

c) A fee of \$50 will be levied for next-day access for the removal of furniture/materials. Removal must be completed no later than noon the day following the rental date.

3. Alcoholic Beverages Management

a) Bar Hours

The bar at either hall in the Germania Club Pembroke building operates beginning at the stated time of the function until 1:00 am. Renters and their guests must vacate the Germania Club Pembroke building by 1:30 am.

b) Where Alcoholic Beverages Are Allowed

In accordance with the Germania Club Pembroke Liquor License alcoholic beverages may be possessed in the following areas:

- Germania Hall
- Upstairs Room (if rented)
- Inner Foyer
- Hallway
- Washrooms

Outside of these licensed areas "NO DRINKS OF ANY KIND" may be possessed or consumed. "Drinks of any kind" are defined as and include beer, pure or mixed spirits, soft drinks (bottled, cans, in cups), coffee, tea, water or any other liquid.

Law Enforcement Officers will be summoned to deal with those who fail to comply.

c) House Policy Posted at the Bar within the Germania Club Pembroke

The House Policy posted at the Bar is to be followed at all times. Except as noted below, all wine and other beverages served/consumed within the Germania Club building must be purchased from or through the Germania Club Pembroke. No home-made or self-purchased alcoholic and other beverages may be brought into the club building.

Wedding Dinner Exception – To accommodate underage or abstaining dinner guests, during the dinner only of the wedding reception, Germania Club Pembroke permits renters to offer their own non-alcoholic punch. All soft drinks must be purchased from the club bar at all times.

d) Soft Drinks for Mixing

All soft drinks placed at the bar counter are exclusively for mixing with alcoholic beverages. All soft drinks consumed without alcohol must be purchased.

e) Serving of Dinner Wine

There is no table service at either hall in the Club building. The "Smart Serve" authorized bar personnel will open bottles ordered and place them on each dinner table as directed by the Renter. Guests will serve themselves.

f) Special Drink Orders

Germania Club Pembroke will not accept or place orders for beers, coolers, or soft drinks not stocked by the club bar. A handout listing beverages stocked by the bar is available.

g) Special Dinner Wine Orders

Arrangements for wine which the Renter offers free to their guests, at wedding dinners and banquets must be made not later than four (4) weeks before the function.

h) House Wine

House wine is available at the regular Club bar price. However, when the Renter chooses another wine rather than a House wine brand, arrangements are to be made no later than four (4) weeks before the function date to purchase the requested wine according to the Renter's instruction. The Renter is charged the LCBO cost of the wine current at the time of purchase, plus the Germania Club's per-bottle corking fee current at the time of the event. This fee varies according to the size of the bottle. No left over bottles of wine can be taken off the Club property (Liquor License Act). No refund will be paid for any unused purchased wine.

4. Dinner and Kitchen Facilities

General

- a) The Germania Club Kitchen is licensed as "Warm up and Serving Kitchen" only. All food brought into the Club building must be prepared off site prior to the function and ready for consumption.
- b) The Renter can choose any catering service approved by the Health Unit he/she prefers.
- c) It is the Renter's responsibility to ensure that at the end of function all leftover food is removed from the building and to ensure that food helpers leave the kitchen and refrigerator in clean condition. Failure to comply results in the Renter being invoiced \$200.00 plus HST for clean-up.
- d) Availability of Kitchen Equipment:
 - Kitchen refrigerator
 - Six (6) burner natural gas stove with oven (for warm up only, not cooking);

PLEASE NOTE: Germania Club Pembroke does not supply dishes, eating utensils, coffee makers, or any other food handling equipment/implements. The dishwasher is for club use only and is not available to renters or their agents

5. The Function

- a) Illegal and Controlled Substances
 - a) Germania Club Pembroke maintains a zero tolerance for the possession and use of illegal and controlled substances throughout the Club property. Anyone found in violation will be ordered to leave the Club property immediately. Failure to comply will result in the person(s) removal by police. Family members and/or friends left behind by a removed violator must arrange their transportation home at their own expense.
- b) **Germania Hall staff and/or their agents have absolute discretion to refuse entrance or alcohol service to anyone showing signs of intoxication.**

In the event of a Disturbance:

- The Renter's designated person will be summoned to initiate every reasonable effort to intervene and restore order immediately.
- While a disturbance is in progress the Bar will be closed and remain closed until order is restored.
- In the event order cannot be restored quickly, police will be called to assist.

c) Damages

The Renter is responsible for all damages caused by the Renter, the Renter's service providers and the Renter's guests during the Renter's occupancy of the building. In the event of damages caused by any of the above, the Renter will be invoiced for the cost of the repair. Lost and Stolen Goods

- d) Germania Club Pembroke is not liable for any lost or stolen goods belonging to the Renter, Service Provider(s) or guests inside or outside the Club building.

6. Final Payment

Hall Entry Arrangements and Final Payment

The Renter will contact the Club representative five (5) weeks before the actual date of function to arrange a meeting which will be held at the Club building not later than four (4) weeks before the date of the function.

The Renter must bring the following to this meeting:

- a) The balance due on hall rental fee plus options (if applicable), payable by cheque or the exact amount in cash.
- b) The completed final meeting checklist (bottom half of Appendix A attached)
- c) The Renter and his/her service providers must adhere to the dates and times recorded on the final meeting checklist to enable the Germania Club to provide the required access.

The Renter is responsible for all of the Terms and Conditions of this Hall Rental Agreement. This responsibility extends to all guests attending the function.

As part of the consideration for the Germania Club Pembroke renting the above-noted facilities to the Renter, the renting organization and its members agree to release and discharge, and to indemnify and save harmless the Club from and against all claims and proceedings, by whomsoever made or brought, in respect of any cost, losses, damages or injury arising by reason of my/our use of the rental facilities.

The Renter acknowledges and agrees that in the event that the Club is required to commence and/or maintain any legal action to enforce any of the terms of the rental agreement the renter will fully indemnify the Club for all legal costs including the solicitor and their own client costs.

This rental agreement is completed on: _____

Germania Club Representative Signature

Renter "Name" Signature