

CONTRACT FOR TEMPORARY RENTAL OF THE ANDY BINDA BOATHOUSE AT THE OTTAWA ROWING CLUB

This rental agreement is between: The Ottawa Rowing Club (henceforth known as ORC) and _____ (henceforth known as the Client) For the temporary rental of the Ottawa Rowing Club Boathouse for a limited specific time period as follows:

Event Date: _____ Time: _____

It is understood and agreed to by both parties that they will abide by the following terms of this agreement and the Client will be responsible for any damage to the premises and site, including the behaviour of event guests, agents and sub-contractors resulting from the Client's use of the Boathouse.

Facility Access:

The ORC Boathouse facility will be used by the Client and his/her/their guests exclusively for the date and the period of time as specified above for the basic rental fee cost as specified in this agreement. It is understood that the guests of the Client will be restricted to the ORC Boathouse and that the Client's guests will not have access to the boathouse storage facilities. **Clients will also have use of the grounds directly in front of the old Boathouse and terrace area.**

The rental agreement provides the Client access to the washroom facilities located in the upstairs boathouse and the porta-potties located on the venue grounds.

Financial Obligations:

It is understood that by entering into this agreement with the ORC the Client will assume total financial responsibility for any damage caused by either themselves or any of his/her guests to The Boathouse or any of the property belonging to the ORC or to ORC member property stored on site.

The Client will supply, at their own expense, such supplies as linens, dishes, cutlery, chairs, glassware etc for the special event.

The Client will supply, at their own expense, event planning expertise should they choose to have assistance in planning their event.

A deposit payment of \$_____, representing 50% of the known rental expense, will make this agreement binding on all parties. This initial payment must be received with the signed rental agreement in order to secure the event booking.

The Client will be invoiced for the balance of the rental expense thirty (30) days prior to the event. Payment of the rental balance is due upon receipt prior to the event date.

Any unforeseen rental expenses associated with the event, such as damage to the property or additional hours used by the Client outside the agreed rental period, will be invoiced after the event date with payment due within fifteen (15) business days from the invoice date.

All event payments are non-refundable and non-transferable.

Client Initials

Alcohol and Catering:

The Client is granted access to The Boathouse serving kitchen. There are no facilities for cooking on site and so the Client must arrange for catering, at his/her/their expense, through one of the preferred suppliers of The Boathouse or a reliable, well established caterer selected by the Client.

The Client is required to select a caterer(s) that is well established and reliable. The ORC shall provide the client with a list of caterers that are familiar with The Boathouse, its rules and regulations as reference.

Should the Client wish to have a bar on site he/she/they will be responsible for acquiring a Special Occasion Permit and Smart Serve Certified bartenders to serve alcohol. A copy of the Special Occasion Permit must be provided to the Boathouse staff a minimum of five business days in advance of the event.

The Client must arrange for bartenders that are Smart Serve Certified to serve alcohol. The Client is ultimately responsible for the safety of all of his/her/their guests, agents or sub-contractors, including the distribution and consumption of alcohol.

The ORC will supply 12 round wooden tables each seating eight as well as, when requested, white resin tables which can be set up on the front lawn of the Boathouse and/or for use during a wedding ceremony.

The Client will contact a tent supplier should the Client wish to have a tent set up outside the Boathouse. The rental of such a tent is at the expense of the Client.

Event Set-Up

All property belonging to the Client, Client's guests, agents and sub-contractors, and all equipment shall be delivered and set-up on the day of the event during ORC operating hours. Should the Client need earlier access for set-up purposes that can be arranged for an additional fee. The Client is responsible for property belonging to the Client's guests, agents and sub-contractors.

No rice, birdseed, confetti, tiki torches or sparklers are allowed on the premises of The Boathouse.

No photos, plaques, decorations or historical items on display in The Boathouse shall be removed or taken down at any time by the Client. These items remain on display at all times.

Post-Event Cleaning

The Client shall be responsible for returning the venue to the state that it was provided to them.

The Client must provide a clean up deposit and Late Fee of \$500. This will be deposited and this same amount will be returned after the event if The Boathouse and surrounding grounds are left in the same clean condition as The Boathouse was received and as per the specifications attached to this rental agreement (Attachment A). The clean up deposit must be received with the signed rental agreement.

If The Boathouse and surrounding grounds are not left in the same condition as per the attached agreement due to the usage of cigarettes, **a non-refundable Smoking Clean up fee of \$150 will be charged to the Client.**

The Client must clear The Boathouse of all personal and sub-contractor event supplies, decorations, signage, etc and complete the required cleaning before 9:00am the day following their event. Should the

Client or Client's sub-contractor property remain on the premises and/or cleaning be incomplete beyond the 9:00am deadline, the Client will be charged the prevailing hourly rental rate for the venue, or \$150 per hour.

Client Initials

The ORC is not responsible for any property left behind by the Client, Client's guests, agents and sub-contractors.

Parking:

The ORC parking lot is available for use by the Client and his/her/their guests during the event. Should the event be held during ORC operating hours the parking lot may be shared with ORC members.

ORC Member Access

The Boathouse is a private Member-only facility. While the ORC rents the original Boathouse for private functions, the reality is that Club members have access to the ORC storage facilities, docks and surrounding grounds during operating hours. There are controls that are put in place to redirect member traffic around Client events, but Clients must be aware that ORC members will not be restricted from the ORC due to special events.

Smoking:

In accordance with City of Ottawa bylaws, The Boathouse, associated areas such as washrooms and kitchen and all surrounding grounds is a smoke-free public space. No smoking is permitted anywhere on the grounds or in The Boathouse. If guests must smoke they can do so in the parking lot, where proper receptacles must be used and provided by the client.

Insurance:

The Client must have event insurance. The Client may arrange for this independently or arrange for insurance with the assistance of the Ottawa Rowing Club and the City of Ottawa. Insurance rates through the ORC and City of Ottawa vary according to event and number of event guests. A copy of this insurance must be provided to The Boathouse staff thirty (30) days in advance of the event.

Cancellation:

If the Client cancels the booking within six (6) months of the booked event date, the event deposit is retained by the Ottawa Rowing Club.

Force Majeure:

The ability to execute this agreement by either party is subject to the Acts of God, including but not limited to flooding, fires, COVID Lockdown, etc. as well as any government or city intervention. Should the event be cancelled through a Force Majeure event, all fees paid by the Client to the ORC will be returned to the Client

within thirty (30) days.

Client Initials

COVID Protocol:

Due to the COVID 19 pandemic, the rental of the Andy Binda Boathouse and its grounds, for any purposes including meetings or weddings, must follow the current restrictions as set out by the Ottawa Public Health Unit and the Provincial Ministry of Health.

It is the renter's responsibility to adapt the event to comply with the current restrictions on the day of the event.

The Ottawa Rowing Club must be notified of the details of the planned event and how it will comply with the restrictions. The Club will have a representative present to ensure attendance details and Active COVID screening are documented.

Indemnity:

The Client agrees to indemnify and hold harmless the ORC, its officers, staff, members and agents working on its behalf from any and all claims, actions, suits, costs, damages, and liabilities resulting from the breach of this agreement, the negligent actions, wilful misconduct or omissions of Client and Client's guests, agents and sub-contractors.

Special Event Details:

Event Type: _____

Event Caterer: _____

Contact Name: _____

Phone and Email: _____

Total Rental Fee: \$_____ plus HST

Set up and Rehearsal (3pm to 7pm, day prior) YES NO

Rental Fee: \$375 plus 13% HST

Corporate Crew Team Building YES NO \$120/person plus 13% HST

Client Initials

Consent and Release:

Upon signing of this agreement, a fully executed agreement will be in force.

I have read this agreement and hereby covenant and agree to all of the general terms and specific conditions set out and, hereby covenant and agree that I am personally responsible and obligated to pay all charges due to the Ottawa Rowing Club in accordance with this agreement. I further acknowledge and agree that any breach of any of the conditions within this agreement may result in the termination of my right to use the premises at the discretion of the Ottawa Rowing Club.

Client's Name: _____

Signature: _____ Date: _____

Work Number: _____

Cell/Home Number: _____

Email: _____

Mailing Address: _____

ORC Boathouse Staff: _____ Date: _____

Ottawa Rowing Club 613-241-1120
www.ottawarowingclub.com
rowing@ottawarowingclub.com

All cheques should be payable to: Ottawa Rowing Club Please return the entire signed rental agreement, initial deposit and cleaning deposit to:

**Ottawa Rowing Club
10 Lady Grey Drive
P.O. Box 1457, Station B
Ottawa, ON
K1P 5P9**

Client Initials