

RENTAL TERMS AND CONDITIONS 01AUG2022

Any reference to "KPCI" and "Club" within this Rental Contract legally means the Kitchener Portuguese Club Inc. Failure by the Renter to adhere and meet any of these Terms and Conditions prior to and during the Rental Period stipulated in this Rental Contract, permits the KPCI to cancel this Rental Contract with the Renter not being entitled to any refunds nor compensation. Any and all discussions with the Renter in text, email and/ or in-person, will also form part of these terms and conditions.

1. KPCI reserves the right to display both the Canadian and Portuguese **flags** anywhere on/ within its premises, and the Renter will not obstruct their display, nor remove any flag at anytime. No other flag shall be flown by the Renter and/ or any of its guests/ attendees without the prior written consent of the KPCI.
2. In order to benefit from **KPCI Member prices**, the Renter at the time of signing this Rental Contract, must be a KPCI Member with membership fees paid for a minimum of two (2) years prior and agree to remain a member in good standing upto and including the year of the Rental Period.
3. The Renter must be **at least twenty-one (21) years of age** at the time of signing this Rental Contract and must be present at the Club for the entire time of the Rental Period mentioned in this Rental Contract; KPCI has the right to view the Renter's Canadian government issued identification to verify their name, address, and age.
4. For all hall rentals, the Renter acknowledges that they have seen the **tables and chairs** that are being included and understand that **they will need to set them up** for their event.
5. **Seven (7) days prior** to the start of the Rental Period, Renter must provide the following items (these must be issued in the name of the Renter as it appears on this Rental Contract):
 - **proof of liability insurance** with \$2,000,000 liability coverage and the KPCI listed as a co-insured
 - if the Renter is hosting its own alcoholic bar: a **Special Occasion Permit (SOP)** from the LCBO - this will be posted at the bar in the hall during the event.
6. **Prior to the start of the Rental Period**, the Renter must provide the following:
 - the **Balance Remaining** mentioned in this Rental Contract;
 - if Renter is hosting its own alcoholic bar:
 - **original receipt(s)** for all alcohol purchased and to be served during the event - these will be posted at the bar in the hall during the event; and,
 - a **ticket legend** for our Smart Serve certified bartender(s), that shows what tickets the Renter will be issuing to its guests, and that guests will exchange for the drink they would like the bartender(s) to serve them.
7. For rental of the **Kitchen**:
 - Full Use:** the Renter is entitled to use the Club's appliances, including the stove(s), oven(s), deep fryer(s), one (1) chest freezer, the kitchen counter and island areas, and partial use of the walk-in cooler. The Renter should ensure all kitchen appliances are clean and in working order just prior to the start of the rental as any non-working appliances and/ or damage would be the Renter's responsibility.
 - Warming:** the Renter is entitled to partial use of the walk-in cooler, one (1) chest freezer, the kitchen counter and island areas, and with assistance from a Club Representative, may use the oven(s) to warm-up food.
 - Prep. Only:** the Renter is only entitled to partial use of the walk-in cooler, one (1) chest freezer, and the kitchen counter and island areas.
 - NOTE:** *Any attempt to use any of the kitchen appliances, or any of the Club's other amenities, without payment AND permission from a Club Representative, may result in the forfeit of this Rental Contract and expulsion of the Renter and its guests from the Club's facilities.*
8. If the Renter has decided to use the **Bar Hosted by KPCI with a Renter's Tab** (i.e.: the Renter will pay part or all of the KPCI's normal price of drinks that its guests order), the Renter shall pay 50% of the estimated bar bill at the time of signing this Rental Contract.

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9. KPCI provided **bartenders** will be Smart Serve® Ontario certified, and will enforce, abide by, and follow the liquor laws stipulated by the LCBO (Liquor Control Board of Ontario) and the LLBO (Liquor Licence Board of Ontario). KPCI bartenders reserve the right to request identification and/ or refuse the service of alcohol at any time, to anyone.
10. Rental of the **Espresso Machine** includes the use of the machine, one (1) kilogram of espresso coffee beans, grinder, and the cups; only KPCI's bartender(s) are permitted to use the Espresso Machine.
11. All **deposits** are non-refundable (unless stated differently within this Rental Contract). If KPCI cannot fulfill its obligations under this Rental Contract for reasons outside of its control, KPCI may locate and retain a replacement venue at no additional cost to the Renter, or refund the Renter its money paid to date in full. KPCI will not be responsible for any additional damages or compensation under these circumstances.
12. Unless stated differently in this Rental Contract, **access** will be provided to Renter no earlier than 3PM on the Rental Date. If the Renter requires **early access** (i.e.: any time on any day not listed within the Rental Period in this Contract), a request must be made to the KPCI at least forty-eight (48) hours before the early access is required; early access may be subject to an additional charge. Unless stated differently in this Rental Contract, the Rental Period of this Rental Contract will **end** no later than 1AM following the Rental Date. Failure for the Renter and its guests to leave the KPCI premises by 1AM, will result in an immediate one-time charge plus an hourly rate, on a pro-rated basis.
13. Any **damages** to material things belonging to the Renter and/ or its guest, as well as any **injury(ies)** incurred to or by the Renter and/ or to or by its guests, will be the responsibility of the Renter and not KPCI. To cover damages incurred to KPCI property, the Renter may be subject to additional charges not already listed in this Rental Contract. All items **lost, stolen**, and/ or damaged that are owned by the Renter and/ or its guests while at the Club are the sole responsibility of the Renter and not of KPCI.
14. Any an all **games** planned on being played during the Rental Period must be approved by KPCI at least forty-eight (48) before the start of the Rental Period, as **gambling/ draws/ auctions**, of any kind, by the Renter or any of its guests/ attendees, is NOT permitted at KPCI, at any time. The Renter shall only use fastening materials for **decorations** that can be removed without damaging any of the Club's property (e.g: nails, pins, staples, etc. are NOT permitted). If the Renter contracts out its decorations, the decoration plan must be approved by KPCI at least forty-eight (48) before the start of the Rental Period to ensure there is no conflict with lighting, fans, heating, cooling, flow of people moving, etc. For more details please see this link: <https://www.kitchener.ca/en/business-in-kitchener/lottery-licences.aspx>
15. **Cleaning** - failure to meet the following applicable conditions below will result in additional charges to the Renter (it is the responsibility of the Renter to ensure these conditions have been met and confirmed with a KPCI Representative, before leaving the Club for the day/ night):
- For **hall rentals** (main and/ or side) - the Renter will need to remove all items on the tables and chairs; ensure all large items (e.g.: cups, plates, cutlery, napkins, bottles, cans, etc.) are picked up from the floor; and, any decorations installed by the Renter and/ or its decorator(s) are removed.
 - For **Kitchen - Full Use and Warming** rentals - the Renter must ensure the inside and outside of the appliances are clean and free of any debris, as well as in working conditions; that the counters, island areas, and sinks are clean and empty; and, that the Renter's items have been removed from the walk-in cooler and chest freezer.
 - For **Kitchen - Prep. Only** rentals - the Renter must ensure that the counters, island areas, and sinks are clean and empty; and, that the Renter's items have been removed from the walk-in cooler and chest freezer.
 - For when the **Renter is hosting its own bar** - the Renter must ensure that items have been removed from the walk-in cooler and the bar fridges.
16. **Music** - the Renter shall pay the KPCI any and all fees required by law to legally use recorded and/ or live music Rental Period mentioned in this Rental Contract (as per <https://www.entandemlicensing.com/>).