RENTAL TERMS AND CONDITIONS *01SEP2026*

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 any **flags, seasonal and Portuguese cultural decor** it chooses anywhere on/ within its premises, and the Renter will not obstruct their display, nor remove any, at anytime, whether present or not during a viewing of the KPCI premises by the Renter prior to the Rental Period, without prior written consent of KPCI. No other flag(s) or cultural decor shall be flown or displayed by the Renter and/ or any of its guests/ attendees without the prior written consent of KPCI.

2. At any time, **KPCI representative(s)**, of any gender, are permitted to enter any and all areas of KPCI's properties, buildings, and rooms, without prior consent of the Renter. If the Renter needs an accomodation to this right during the Rental Period, they will need to advise KPCI 30 days before the beginning of the Rental Period, and a fee may apply. KPCI is not responsible if first responders (e.g.: police officers, paramedics, and fire personnel) cannot adhere to the Renter's desired accomodation.

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; KPCI has the right to view the Renter's valid Canadian government issued identification to verify their name, address, and age. The Renter can provide KPCI with an alternate contact, of at least twenty-one (21) years of age and subject to providing valid Canadian government issued identification, to be the contact at present for the entire time of the Rental Period.

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, and will not block any fire exits.

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 at least $2,000,000 liability coverage for the entire Rental Period, 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,

7. For rental of:

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.

8. Any attempt to use any of the Club's other amenities (e.g.: kitchen appliances, other areas/rooms/halls) not included on the Rental Contract, without payment AND permission from a Club Representative, will result in additional charges at a premium and may result in the forfeit of this Rental Contract and expulsion of the Renter and its guests from the Club's facilities.

RENTAL TERMS AND CONDITIONS (cont'd)

9. All **Bartenders**, whether provided by KPCI or the Renter, 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. 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 fourty-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.

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. **Access** to rented areas will be provided to the Renter no earlier than the times listed in the Rental Period. 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 fourty-eight (48) hours before the early access is required; early access may be subject to an additional charge.
Failure for the Renter and its guests to leave the KPCI premises by the **end of the Rental Period**, will result in an immediate one-time charge of $200 plus an hourly rate of $150.

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 and all **games of chance** planned on being played during the Rental Period must be approved by KPCI at least fourty-eight (48) before the start of the Rental Period, as **gambling/draws/auctions/raffles**, of any kind, by the Renter or any of its guests/ attendees, are NOT permitted at KPCI, at any time. 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 at the end of the Rental):

- For **hall rentals** (large and/or small) - the Renter will need to return the hall(s) the way they were provided them at the beginning of the Rental Period – that includes clearing of larger items (e.g.: cans, bottles, cups, napkins, plates, cutlery, paper, plastic, etc.) as well as any ***confetti*** from the tables, chairs and floor; as well, the Renter will have to put away all tables and chairs, and if chairs and/ or tables are moved from one hall to the other during the Rental Period, they will have to be returned as part the Renter's cleaning.
- 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.
- For **Kitchen - Prep. Only** rentals - the Renter must ensure that the counters, island areas, and sinks are clean and empty.
- In all cases, the Renter must ensure that all of its items have been removed from Club by the end of the Rental Period; anything left behind may not be returned.

16. **Music** - the Renter shall pay the KPCI any and all fees required by law to legally use recorded and/ or live music during the Rental Period (as per https://www.entandemlicensing.com/).