

## Renting the Formosa Lions' Park.

### Part 1. Rental fees

#### Camping

This is designed for patrons who just want one or more camp sites for trailers or tents.

The fee is \$45 per site per day for trailers and \$22 per site per day for tents (11 AM to 11 AM the following day). Sites may be available if you arrive without booking in advance but booking in advance is preferred to guarantee site availability. If you book in advance, please check that the calendar listing shows the correct dates and the correct details.

- It is not necessary to pay a deposit or return a contract.
- If there will be another event in the park during your stay (please check the calendar listing when you arrive) then please use one of the camp sites nearest the Council Road side of the park away from the pavilion.
- There is no access to the Kitchen/Bar but you can use the tables in the pavilion if they are not in use by another booking.
- Access to the Kitchen/Bar can be obtained by also renting the Pavilion (see below) provided there is no other event using the pavilion at the same time.
- Other campers and other events (including wedding receptions) may be present in the park at the same time (see below).
- Campers must not carry personal alcohol out of their own camp sites.

#### Renting the pavilion.

This is designed for patrons who will not be camping (unless camping is booked separately) but who just want to use the pavilion and/or the area close to the pavilion.

#### Pavilion-Hourly

The fee is \$25 per hour (minimum 4 hours). Please check that the calendar listing shows the correct dates and the correct details.

- It is **not** necessary to pay a deposit or return a contract **unless** alcohol will be present in the pavilion. If alcohol will be present in the pavilion then please consider a daily booking. If you want an hourly booking with **alcohol** present then a **non-refundable deposit of \$25** is required at the time of booking (please make cheques payable to "Formosa and District Lions") and a **contract** is also required which can be returned at a time closer to your event. Insurance and an alcohol permit are also required. Please see the contract.

#### Pavilion-Daily

If you wish to rent the pavilion for a full day (usually 11 AM to 11 AM the following day) then the fee is \$225. This type of booking is designed for a large event such as a wedding reception.

- A **non-refundable deposit of \$100** is required at the time of booking (please make cheques payable to "Formosa and District Lions") and a **contract** is also required (whether alcohol will be present or not) which can be returned at a time closer to your event. If you are booking multiple consecutive Pavilion-Daily days then only one \$100 deposit is required.

### **For All pavilion events.**

- Please check that your event is shown on the calendar listing with the correct dates and the correct details.
- the Kitchen/Bar keys are available if requested.
- Campers who are not necessarily associated with your event may be present in the park at the same time but campers should use camp sites away from the pavilion when other events using the pavilion or the area close to the pavilion are booked.
- If sites are needed for camping, then please book them separately. (See Camping above.)
- When alcohol is present in the pavilion, at least one member of the Formosa Lions must be present as a bartender and will charge \$20/hour. Insurance and an alcohol permit are also required. Please see the contract.

### **Part 2. General Information for all park users.**

The maximum number of serviced (with water and electricity) camp sites available is 28 but we do not advise attempting to use more than 24 sites at one time. There are sixteen 30 Amp hydro outlets, eight 20 Amp outlets and four 15 Amp outlets. There are **no** sewage disposal facilities.

The park does not have a separate area designated for parking cars. The space available for parking cars may depend on the number of camp sites in use. Large events in the pavilion (such as wedding receptions) should check the park in advance to determine whether additional camp sites near the pavilion will be needed to accommodate vehicle parking.

Bathrooms are available for all events and showers are available for campers. The showers are at the Bruce Rd 12 side of the park. Follow the path along the river.

Wi-Fi Internet is available in the pavilion and camping areas of the park. It is not available at the showers.

For all types of booking please note that the park is a public park. Members of the public cannot be denied access even if you have booked all available camp sites.

There is no attendant and no vehicle access control at the park (but there are cameras for remote checking of park usage).

We do not offer all-season sites. The water is turned off from approximately mid-October to the end of April. There are **no** sewage disposal facilities.

The pavilion (tables only) is available to any group of not more than 10 people any time (if it's not booked or in use by anyone else) free of charge.

Please do not assume that you will be able to get the same dates for the following year **unless** those dates are already shown as booked in your name on the calendar listing. A search for Formosa lions park calendar will find the online calendar listing. If your event in the park repeats every year then rebooking requests for subsequent years must be confirmed **in writing** on paper (not email) and you should book as soon as possible. Repeating events **must book at least two years in advance** to avoid the possibility of losing dates to someone else. Repeating events are advised to book five years in advance if possible. A deposit is only required one year in advance.

Bookings which require a deposit must be covered by a deposit if today's date is within one year of the booking. If we are unable to contact you within 6 months of your booking and if you haven't paid the deposit then the booking may be removed from the calendar.

Three types of park booking are available. **Camping, Pavilion-Hourly and Pavilion-Daily.** Consecutive days booked don't have to be the same booking type. Camping can be booked for the same date/time as a Pavilion event.

By using the park (whether you are a renter, lessee, guest, member of the public or other person) you agree with all terms and conditions in part 3 below which are applicable to your event or your use of the park.

### **Part 3. CONDITIONS OF USE of the Formosa Lions' Park.**

#### **Condition 1. No-Sale of alcohol and no advertising:**

**You must not sell alcohol in the pavilion or the park.**

**You must not make a profit from the sale of alcohol.**

**You must not advertise the event to the general public.**

If you do intend to do any of the above then the event may still be possible, but if so then the Formosa Lions will make special arrangements. The Formosa Lions reserve the right to refuse the event.

**Condition 2. Insurance:** The Municipality of South Bruce requires a minimum of **\$5,000,000.00 (Five million dollars) Lessee Liability Insurance for all events which have alcohol on Municipal property (in this case the Pavilion in the Formosa Lions Park), in accordance with the Municipal Alcohol Policy.** All events requiring a no-sale Special Occasion Permit from the LCBO **must** be covered by 3<sup>rd</sup> party liability insurance. You must obtain this insurance yourself. Your home insurance company may be able to provide it or they will assist you with obtaining it. **The Formosa Lions and the Municipality of South Bruce must be named as additional insured on the policy.** A copy of the insurance certificate and/or a letter confirming coverage is required by the Municipality of South Bruce and the Formosa Lions no later than two weeks before the event. Although the Formosa Lions require a copy of your insurance policy, the Formosa Lions **do not check or validate** that you have correct or sufficient insurance.

**Condition 3. Special Occasion Permit (Liquor Licence):** No alcoholic beverages shall be brought into or consumed in the pavilion unless under LCBO permit and in accordance with the LCBO regulations and the Municipal Alcohol Policy. When alcohol is present then the Special Occasion Permit and the purchase, delivery and return of all alcohol are the responsibility of the lessee. **Only the liquor, wine and beer purchased under the licence shall be served on the Pavilion premises.**

**Condition 4. The Municipal Alcohol Policy:** For events **with alcohol in the pavilion** you must read and understand the Municipal Alcohol Policy and comply with all terms and conditions set out in the policy. Please search for "south bruce municipal alcohol policy" and/or contact the Municipality.

**Condition 5. The Formosa Lions Alcohol Policy:** For events **with alcohol in the pavilion** the Formosa Lions **do not permit alcohol to be sold**, either to invited guests or to the general public. When **alcohol** is present in the pavilion you must have a **"No-Sale" Special Occasion Permit** for a **private event in the pavilion, not the entire park**, from the LCBO. See <https://www.agco.ca/en/no-sale-special-occasion-permit>

The Special Occasion Permit for the pavilion is not hard to obtain and is not expensive. We have many such licenced events each year. Please contact the Mildmay LCBO (519-367-5608) if you need further advice as the park is located within the Municipality of South Bruce, Carrick side. As of 1<sup>st</sup> April 2018, you must apply for your Special Occasion Permit online. Patrons are advised to apply at least 30 days before their event.

You **must hire at least one** member of the Formosa Lions as a bartender. The Formosa Lions reserve the right to require that **all** bartenders are Formosa Lions members. We can provide a list of potential bartenders on request. The Lessee is responsible for making arrangements with bartenders. Bartenders provide only their services. Patrons are responsible for providing all physical items (e.g. ice) that may be needed at the bar. Formosa Lions Bartenders will charge \$20 per hour. **All bartenders must have smart serve certificates available for inspection at the event.**

**You must attach your original Special Occasion Permit and Insurance Policy** to the pinboard in the bar in pavilion before any alcohol is served.

**No-one shall bring alcohol into the pavilion unless it was purchased by the lessee under the Special Occasion Permit. Personal alcohol must not be brought into the pavilion under any circumstances. Campers or other guests must not carry personal alcohol into the pavilion. Alcohol served in the pavilion must not be carried out of the designated pavilion and washroom area during the event. The boundary is clearly marked.**

The Formosa Lions reserve the right **to close the bar and/or vacate the premises** at any time, should the **conditions of the contract be violated.**

**We cannot release keys to the pavilion for an event with alcohol if the necessary documents have not been received by both the Formosa Lions and the Municipality of South Bruce.**

**Condition 6. “NO Minors” Events:** The Municipality of South Bruce and the Formosa Lions reserve the right to designate any event held in the park as a **“NO Minors”** event. Where persons under the age of 19 are permitted (E.g. Wedding reception) they are not to be served and are not to consume any alcoholic beverages.

**Condition 7. Security:** The Formosa Lions reserve the right to require a security presence at your event.

**Condition 8. Food and catering:** Any catering services and/or food vendors hired by the lessee must comply with the Grey Bruce Public Health Special Event requirements.

<https://www.publichealthgreybruce.on.ca/Your-Environment/Food-Safety/Special-Event-Application>

If this is a **private event** with **personally invited guests** then the lessee does **not** need to complete a special event application.

**Condition 9. Inspection:** The Formosa Lions reserve the right to make a discreet inspection during **any** event in the park or the pavilion to make sure that all relevant conditions are complied with. Other organizations or authorities such as the LCBO or the Municipality of South Bruce may make inspections of events under their own rules if they wish to do so.

**Condition 10. Property damages:** The lessee shall be responsible for any lost/stolen property and/or any damages done to the rented facility during the event.

**Condition 11. Lost or Stolen Articles:** The Formosa Lions Club and/or the Municipality of South Bruce shall **NOT** be responsible for any items or articles that the Lessee, guests, users or patrons may bring into the park or the pavilion or leave therein at any time.

**Condition 12. Set up/Decoration:** If there is no other rental or use of the facility the day before the event, the lessee may set up or decorate the day before the event from 11AM. Sometimes access may be available when there is no event in the days leading up to your event. Please contact us.

**Condition 13. Smoking & Vaping:** Smoking and/or Vaping of any substance is not permitted in the pavilion. Smoking and/or Vaping of any substance is also not permitted within 20 metres of the adjacent playground area.

**Condition 14. Fireworks:** Fireworks are not permitted in the park.

**Condition 15. The law:** Nothing shall be permitted to be done or displayed in the park, the pavilion or any part of the premises which is contrary to the Criminal Code of Canada or any Provincial or Municipal Act, By-Law or Regulation.

**Condition 16. Liability:** The Formosa Lions Club and/or the Municipality of South Bruce shall **NOT** be responsible or liable for any injuries, accidents or loss of property to the lessee or to other persons.

**Condition 17. Access:** All exits must be kept free from obstruction at all times. The park gates to Council Rd **must not** be closed or obstructed at any time.

**Condition 18. Shutting Down:** The serving of all alcoholic beverages and any amplified music **MUST** be shut down at 1:00 AM sharp. All persons must be vacated from the pavilion by 2:00 AM along with all lessee's property.

**Condition 19. Cleaning up:** The lessee shall be responsible for the cleanup of the kitchens, bar and public area of the pavilion as well as the removal of all garbage and clearing off all tables. If **tables were removed** from the pavilion they **must be put back**. The lessee will receive an invoice for extra cleaning charges if extra cleanup is necessary.

**Condition 20. Cancellation:** The contract may be cancelled by either party with 30 days written notice. In the event that either party is unable to meet the terms of the contract because of natural disasters or other causes beyond their control, neither party will be liable, and both will make the best efforts to agree on how to proceed.

#### **Part 4. Additional information to assist patrons with preparing and delivering the required documents.**

For events where there will be **no alcohol** in the pavilion you need only send the completed signed contract (Document 1) to the Formosa Lions. In this case it is not necessary to send any documents to the Municipality of South Bruce.

**Document 1:** A completed and signed copy of the contract. (Pages 5 and 6)

**Document 2:** A completed **Appendix B** of the Municipal Alcohol Policy. **Only for events with alcohol in the pavilion.** Use a search engine to find South Bruce municipal alcohol policy.

**Document 3:** Your **no-sale Private Event Special Occasion Permit**. **Only for events with alcohol in the pavilion.**

**Document 4:** A copy of your **Insurance Policy** (or a letter confirming coverage). **Only for events with alcohol in the pavilion.**

This paragraph applies only to events **with alcohol in the pavilion**. **The lessee is responsible** for the delivery (by post or in person) of **copies** of the above documents **1, 2, 3 and 4** directly to **both** the Municipality of South Bruce and the Formosa Lions **as soon as possible**. (Not necessarily all at the same time, send each as soon as you have it completed.) It is in your own interests to provide this information **as soon as possible** and to do **follow up checks** to make sure that all documents have been received. Documents 1 and 2 should be delivered at least **60 days** before your event. Documents 3 and 4 should be delivered as soon as they are available and preferably not later than **two weeks** before the event. Please be sure that your name, the date(s) of the event and the contact details on these documents match. If there is a reason why you can't obtain these documents within two weeks of the event then please talk to us about what has happened and when the documents will be available. Do not request that the Formosa Lions forward documents for you. We reserve the right to refuse the event, even if all requested documents are delivered and received.

#### **Part 5. Contact Addresses.**

### **Formosa Lions.**

c/o Peter Evans.  
2 Convent St BX82  
Formosa, ON N0G 1W0  
Phone 519-367-3492  
Email: [peter@formosalions.ca](mailto:peter@formosalions.ca)  
[www.formosalions.ca](http://www.formosalions.ca)

### **Municipality of South Bruce.**

21 Gordon Street,  
Teeswater, ON N0G 2S0  
Phone: 519-392-6623 Fax: 519-392-6266  
[www.town.southbruce.on.ca](http://www.town.southbruce.on.ca)

### **Mildmay LCBO.**

1024 Highway #9 Box 219  
Mildmay ON N0G 2J0  
Phone: 519-367-5608 Fax: 519-367-3112

**Part 6. Contract.** It is not necessary to complete and return a contract if you are only booking camp sites or if you are booking an hourly event in or near the pavilion which will **not** have alcohol present. If you are booking a daily event in the pavilion or an hourly event in the pavilion which will have alcohol present then please print, complete and return pages 7 and 8 (you can print double sided if you wish) either in person or by postal mail. By signing page 8 you agree that you have read and understood all 8 pages. The Formosa Lions may accept a scan sent by email but only for events with **no alcohol**.

**Lions Park Rental Contract “The Contract”. Between the Formosa Lions/Lionesses (The Lessor) and:**

**Section 1: The Lessee’s details.**

Lessee’s Name: \_\_\_\_\_ Home phone number: \_\_\_\_\_

Contact Person (if different) \_\_\_\_\_ Contact phone number: \_\_\_\_\_

Email address: \_\_\_\_\_ Other (or cell) phone number: \_\_\_\_\_

Full postal address: \_\_\_\_\_

**Section 2: Details of the event.**

What is the **type of booking**? Pavilion-Daily or Pavilion-Hourly with alcohol \_\_\_\_\_

What is the **type of event**? E.g. Lunch, Reunion, Business Meeting, Wedding Reception, etc \_\_\_\_\_

Please give or estimate the **total number of people**, including campers if any, expected to attend this event \_\_\_\_\_

If you or individuals associated with your event will also be booking camp sites, please give or estimate the **number of trailers** \_\_\_\_\_ and/or **tents** \_\_\_\_\_ that will be present at this event.

Will **you** and **only invited guests** be attending this event? Yes/No \_\_\_\_\_

Will **alcohol be present in the pavilion** at any time during this event? Yes/No \_\_\_\_\_

For events **with alcohol**, will **persons under 19 years of age** be present? Yes/No/Not Applicable \_\_\_\_\_

Will **food be served** at this event? Yes/No \_\_\_\_\_ Will you be hiring **catering services or food vendors**? Yes/No \_\_\_\_\_

Will **you** and/or **only invited guests** be preparing food to be served at this event? Yes/No/Not Applicable \_\_\_\_\_

Please give details below of any **food vendors or catering services** that will be present at this event or will be preparing food to be delivered to this event. See condition 8 on page 4.

\_\_\_\_\_  
The Formosa Lions will contact you if any clarification of Section 2 is needed.  
If you have any questions please see the contact details on page 6.

**Section 3: The Date(s) of the event.**

Please give all individual dates below, even if consecutive. Please give the day, month and year for each day booked with the month written in full or as a three-letter abbreviation such as Jul. The park will be available from 11AM on your first day booked. Please complete a **separate contract for each event** if you are booking more than one event.

#### **Section 4: The cost of the event.**

Please see page 1 and 2 for details of all rental fees. Please check that your event is shown in the calendar listing with the correct dates and the correct details. Cheques should be payable to **Formosa Lions**. **We will not accept post-dated cheques**. If you have already paid your deposit please write "Deposit already paid" at the bottom of the contract. You can pay the balance and any applicable camping fees at the time of your event.

#### **Section 5: SOCAN and RE-SOUND Fees.**

If music will be provided at your event, then a Socan and Re-sound fee is applicable. This is in addition to any fees charged by anyone who provides music at your event and also applies to recorded music.

See [www.socan.ca](http://www.socan.ca) and [www.resound.ca](http://www.resound.ca)

The municipality of South Bruce no longer collects these fees. The Formosa Lions cannot process these fees.

**Please do not** send these fees to the Formosa Lions.

#### **Section 6: The morning after your event.**

If there is an event in the park on the day following your event then please vacate the kitchen/bar by 9AM and please make sure that all your guests have vacated the park by 11AM. If any of the **tables in the pavilion** were moved, please make sure that they are **returned to their original positions**. You agree to pay **additional charges** if tables are not moved back to their original positions.

#### **Section 7: The following year.**

If your event in the park repeats every year then rebooking requests for subsequent years must be confirmed **in writing on paper** (not email) and should be delivered as soon as possible. Otherwise, the park may be offered to another lessee on the date you want for the following year. You must book at least **two years in advance** to avoid the possibility of losing your date to someone else. Make sure that the correct dates are shown on the park calendar listing on the Formosa Lions web site. You can book up to five years in advance but a deposit is only required one year in advance. If you wish to pay your deposit by cheque when rebooking then please note that **we will not accept post-dated cheques**.

#### **Section 8: Signature.**

Please print and sign copies of the contract as needed. Please see the additional information on page 5 and 6 which explains the required documents and where to send them. If there will be **no alcohol in the pavilion** at your event then you need only send a signed copy of the contract to the Formosa Lions. Please print and sign your own copy if you wish.

Before signing please be sure that you understand that if you have answered **Yes** to the question in Section 2 "Will **alcohol be present** in the **pavilion** at any time during this event" then you need a **no-sale special occasion** permit for a **private event** in the pavilion. You must purchase the alcohol in advance under the special occasion permit. You must comply with the **municipal alcohol policy**. You must have **bartenders to serve the alcohol**. Bartenders provide only their services. Patrons are responsible for providing all physical items (e.g. ice) that may be needed at the bar.

You also need **insurance**. In case of **any other alcohol related questions** please contact the municipality or the LCBO not the Formosa Lions.

**Campers who have alcohol in their camp sites must not carry alcohol out of their camp sites. Campers and/or other guests must not carry personal alcohol into the pavilion at any time, even if you have licenced the pavilion.**

**You CANNOT licence the pavilion for campers and/or other guests to carry personal alcohol into the pavilion.**

**By signing the contract you agree to rent the facilities. You further agree that you have read, understood, complied with and agreed to all pages of the contract, the conditions of the contract, the municipal alcohol policy, rules, regulations and requirements. It is understood that the Lessee shall be personally responsible for the proper performance of the contract and shall be personally responsible for compliance with all conditions of the contract and ALL legislation applicable to the event described in the contract.**

Signature of the Lessee: \_\_\_\_\_ Date: \_\_\_\_\_