

HANTSPORT MEMORIAL COMMUNITY CENTRE (HMCC)

FACILITIES RENTAL AGREEMENT

WEDDING RECEPTIONS

Seated Events: Max 60 persons

Non Seated Events: Max 100 persons

Please note that rental is confirmed ONLY upon receipt of signed Facility Rental Agreement and deposit. All fees must be paid in full at least 60 days prior to the facility usage.

I, User-name _____ (herein called the "User") agree to rent

description of facility _____ from Hantsport Memorial

Community Centre (herein called "HMCC") from start date _____ to

end date _____.

One day event: Between the hours of _____ and _____.

In doing so I agree to the following:

Insurance:

- Without restricting the generality of Indemnification, the User shall provide, maintain and pay for a minimum of at least \$1,000,000, third party liability insurance. Such coverage shall be at least equal to the IBC's standard Commercial General Liability form (or its current equivalent) and shall include HMCC as an Additional Insured.
- Insurance Certificate must be presented to HMCC at least 60 days prior to event date. Failure to secure Insurance Certificate will result in the loss of the booking date. See cancellation policy for refund details.

Indemnification and Hold Harmless Clause:

- The User shall indemnify and hold harmless HMCC and any of its officers, employees, servants, agents, contractors, and volunteers from any and all loss, liability, claims or expenses arising out of the use and/or occupation of the property belonging to HMCC by the user group and any of its officers, employees, servants, agents, contractors, and volunteers, except to the extent that such loss arises from the independent negligence of HMCC.

Waiver of Subrogation Clause:

- The User hereby agrees to waive all right of subrogation or recourse against HMCC with respect to the use or occupation by the user of the premises described in the license agreements.

Music: For live music events and paid admittance to DJ music events:

- The User is solely responsible for obtaining copyright authorization/licenses to utilize copyrighted live or recorded music, dramatic or other works. The User is solely responsible for paying any required copyright royalties to SOCAN or Re:Sound.

Signage and Décor:

- That décor or signage will not be affixed to HMCC property with nails, screws, or staple guns and all décor and signage will be removed directly following the event.

Smoking:

- **Smoking is prohibited on HMCC facilities and is only allowed in designated smoking areas.**

Payment and Deposit:

- To secure booking date: \$100 non-refundable deposit. Remit to: hmccinfo@gmail.com
- To book event: 50% of total fees.
- Balance due must be paid at least 60 days prior to the facility usage. Payment by credit card, check or cash will be accepted.
- If a date becomes available less than 30 days prior to the facility usage, full payment is required. Payment in cash, or credit card will be accepted. Checks will not be accepted.
- A damage deposit of \$500 will be required. User and HMCC will be required to complete a pre and post-event site inspection. Upon an acceptable post-event inspection, the damage deposit will be reimbursed by HMCC within 30 days. No type of confetti is allowed, whether on tables or for throwing; HMCC will charge a \$300.00 clean-up fee if confetti is used.

Cancellation Policy:

- In the event of cancellation, a written cancellation must be provided to HMCC by email hmccbookings@gmail.com and the following policy shall apply:
- If cancellation is received more than 30 days prior to the facility usage, the User will be reimbursed all fees with the exception of the non-refundable booking fee.
- If cancellation is received less than 30 days prior to the event, the User will be reimbursed 50% of the total rental fees, less the non-refundable booking fee.

HMCC reserves the right to cancel a booking or terminate this agreement where:

- HMCC will not exercise its right to cancel a booking in an unreasonable manner and will provide as much notice to the User as possible. HMCC will cancel only if it is unable to hold up its obligations for reasons including but not limited to emergency conditions.
- Where HMCC cancels a booking for any reason within this agreement, the User agrees that HMCC is not responsible or liable for any loss or damage suffered by the User.

Alcohol:

- User must obtain a Special Occasion Liquor Licence if alcohol will be served and presented to HMCC **four weeks** prior to event.
- Alcoholic beverages must not be removed from the designated rental facility and not consumed by individuals under the legal age of nineteen (19).
- At the discretion of HMCC, a minimum of one (1) Security Guard must be hired at the User's expense and is present from commencement to one hour following the event. Security Guard has the authority to curtail or cancel the event if required
- Unless otherwise agreed upon and at the discretion of HMCC, alcohol may be served until 1:00 AM; all guests are required to leave the facility by 1:30 AM.

Parking:

- On the day prior to the event, 4 dedicated parking spaces adjacent to the House will be made available.
- On the day of the event, the upper parking area will be for the exclusive use of event participants, beginning 2 hours prior to the event. Unless otherwise previously arranged in the Facility Rental Agreement, it is prohibited to park vehicles on grounds and lawns.

User Post-Event Cleaning:

- All cigarette butts not placed in designated receptacles are to be collected and disposed.
- All bottles, cans, paper cups, etc. are to be placed in appropriate recyclable containers.
- Waste and recyclable containers will be provided.
- User agrees to appropriately dispose of all garbage generated by the event in the appropriate containers.
- Dishes, cutlery, glassware, and any kitchen item used during the event, must be washed and returned to its designated area of the kitchen.

SPECIAL REQUESTS

USER

HMCC

DATE

I _____ have read the HMCC Facility Rental Agreement, Terms and Conditions and related HMCC policies and agree and understand that HMCC will only deal with the person(s) named on the Facility Rental Agreement and Terms & Conditions. This includes instructions, reporting, and amendments or changes for services or equipment.

Entire Agreement: This Agreement constitutes the entire agreement between User and HMCC, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

A non-refundable booking fee is required at time of booking. I understand that all bookings for space are "AS IS". No special equipment/tables/services/set-up will be provided unless specified in the "Booking Request" at the time of booking. Any changes to my booking request must be made at least 1 month prior to my event date. HMCC cannot guarantee services/equipment for changes made after this date.

Signature of User(s)

Name: _____
Address: _____
Phone: _____ Cell: _____
Email: _____

Name: _____
Address: _____
Phone: _____ Cell: _____
Email: _____

Date: _____

Number of Guests Expected: _____

Local Contact Information:

Name(s) –please print

Phone: _____ Cell: _____

USER CHECK LIST

Have you chosen the date of the event and paid the \$100 non-refundable deposit?

Have you obtained an Insurance Certificate? Due 60 days prior to event.

Have you obtained a Special Occasion Liquor License? Due 30 days prior to event.

Are you having live music? A SOCAN license is required.

Have you selected items from the price list that you will be using?

Have you read and signed the Facilities Rental Agreement?

Have you booked your event and paid the amount to secure the booking?

Have you paid any balance due? Due 60 days prior to event.