

# HANTSPORT MEMORIAL COMMUNITY CENTRE (HMCC)

## FACILITIES RENTAL AGREEMENT

Seated Events: Maximum 60 persons

Non-Seated Events: Maximum 125 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 30 days prior to the facility usage.*

I, \_\_\_\_\_ (herein called the "User") agree to rent Hantsport Memorial Community Centre (herein called "HMCC") for the purpose of \_\_\_\_\_ (Wedding or other type of rental) for the date(s) of \_\_\_\_\_ & \_\_\_\_\_. 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 \$1,000,000.00, 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 30 days prior to event date. Failure to secure Insurance Certificate will result in loss of the booking date. See Cancellation Policy for refund details. Please find below a company website that could possibly be helpful with insurance coverage.**

<https://www.palcanada.com/index.php/en-us>

### **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 agrees to waive all rights of subrogation or recourse against HMCC with respect to the use or occupation by the user of the premises described in the license agreement.

### **Signage and Decorations:**

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

### **Smoking:**

- Smoking is Prohibited on HMCC facilities and is only allowed in designated smoking areas.
- All cigarette butts must be placed in designated receptacles.

### **Payment and Deposit:**

- **For Weddings; To secure booking date: \$100.00 non refundable deposit must be made at time of booking. Remit to: [hmccinfo@gmail.com](mailto:hmccinfo@gmail.com)**
- **50% of rental fee must be paid at this time with remainder due for payment 30 days before rental event.**
- **For other events; Payment is due and must be paid at time of booking. Payment may be made by cheque, EMT or cash.**
- Balance due must be paid at least 30 days prior to the facility usage. Payment may be made by cheque, cash or EMT.

- If a date becomes available less than 30 days prior to facility usage, full payment is required. Payment may be made by cheque, cash or EMT.
- **A damage deposit of \$300.00 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.**

### **Cancellation Policy:**

- In the event of cancellation, a written cancellation must be provided to HMCC by email [hmccbookings@gmail.com](mailto:hmccbookings@gmail.com), and the following policy shall apply:
- If cancellation is received more than 30 days prior to the event, the User will be reimbursed all fees with 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.
- **In the event final payment, proof of third party Liability Insurance and Liquor License have not been received by HMCC prior to the event – your date will be open for other bookings/events.**
- 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 to 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.

- User must obtain a Special Occasion Liquor License if alcohol is to be served **and presented to HMCC 30 days prior to event.**
- If Renter wishes, HMCC can provide bar, bartenders, alcohol and license for rental event. There would not be a fee for this service but all proceeds from the bar would be property of HMCC.
- 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 event if required.
- Unless otherwise agreed upon and at the discretion of HMCC, alcohol may be served until 1:00 am and 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 Churchill House will be made available.
- On the day of the event, the upper parking spaces will be for the exclusive use of the 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 bottles, cans, paper cups, etc are to be placed in appropriate recyclable containers.
- Waste and recyclable containers will be provided.
- Dishes, cutlery, glassware and any kitchen item used during the event, **must be washed and returned to its designated area of the kitchen.**

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 and 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". Special equipment, tables, services, set up, etc. can be arranged as needed.

Date of Rental: \_\_\_\_\_

Purpose of Rental: \_\_\_\_\_

Signature of User(s)

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Email: \_\_\_\_\_

Email: \_\_\_\_\_

Cell #: \_\_\_\_\_

Cell #: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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Dated: \_\_\_\_\_

HMCC Representative: \_\_\_\_\_