

**TOWN OF DALMENY
RENTAL AGREEMENT FOR THE JJ LOEWEN COMMUNITY CENTRE**

**Box 400
Dalmeny, SK S0K 1E0
Ph: (306)254-2133**

This agreement to rent is made between:

THE TOWN OF DALMENY

AND

NAME: _____

ADDRESS: _____

_____ **POSTAL CODE:** _____

PHONE: _____ **E-MAIL:** _____

DATE(S) REQUESTED: _____

TYPE OF FUNCTION: _____

TIME OF USAGE: _____

DEPOSIT – (date paid): _____

RENTAL FEE (plus GST): \$ _____ **(date paid):** _____

- ❖ If food is being served, the Town of Dalmeny takes no responsibility for its preparation.
- ❖ Liquor permits are required if alcohol is being served and Sask Liquor and Gaming regulations must be followed.
- ❖ Proof of insurance.

I, the undersigned, on behalf of the applicant, do hereby acknowledge and agree to abide by the terms and condition as stated on the attached form during the rental of the facility.

_____ Signature (over 18 years of age)

This agreement must be completed and returned to the Town Office before any bookings will be finalized.

**JJ Loewen Community Centre – 206 Railway Avenue
Hall Rental Agreement**

- All users must pay the hall deposit and remainder of the rental fee before the hall key is given to the user. A \$50.00 (fifty dollar) call out fee will be charged if a renter neglects to book the hall or to pick up a key during the regular office hours and causes a call out of an employee to provide access to the hall. **NOTE:** The fee will be charged by the caretaker for a call out for any reason.
- **No booking is confirmed until the deposit has been paid and rental agreement signed and returned.**
- All booking of the hall will be charged a deposit due and payable at the time of booking the hall. The deposit for weddings is **\$350.00**. The deposit will be fully refunded if the renter cancels up to and including three months prior to the booking. **Cancellations received 3 months or less, the deposit is non-refundable.**
- For all other events, the deposit is **\$150.00**.
- The renter will be responsible for:
 - The cleaning of all rooms used: bathrooms, kitchen, dance floor, entrance, back room, coat room, etc.
 - Removal of bottles, paper cups, decorations, etc.
 - Cleaning and putting away any dishes, pots/pans, flatware, etc. that were used.
 - Wiping off and drying the tables and chairs.
 - Tables are to be stacked and put on trolleys in the back room.
 - Chairs are to be put in the back room (taped area on floor).
 - Garbage is to be bagged and put in the Loraas disposal garbage bin located outside the east doors.
 - Floors to be swept and washed (kitchen and hall)
 - Urinals/toilets flushed.
 - All of the above must be completed by **10am** the following day unless a booking requires an earlier clean up time, in which case, you will be notified.
 - **If additional cleaning is needed, a minimum cleaning fee of \$50 will be charged.**
- The Town provides the use of the kitchen, including garbage bags, tea towels, dish soap, pot scrubbers, coffee urns and cleaning supplies, stage, step ladder and podium.
 - **The following item will be available on request: microphone**
 - The renter is to provide their own table covers.
 - **All requested items must be requested 1 week prior to the event.**

- All kitchen contents, including, but not limited to coffee urns, tea towels, plus all tables and chairs **must** stay inside the JJ Loewen Community Centre.
- Tacks and/or pins **can** be used when attaching anything to painted surfaces. Any materials used to attach decorations to the ceiling (ie: string, wire, etc.) must be done with extreme caution. Decorations must be removed before **10am** the following day.
 - **Duct tape, scotch tape or packing tape are not allowed! If this is not followed, the renter will forfeit the cost of repairs from their damage deposit and be billed for any extra costs. The Town will have the damages repaired and you will be charged for the cost of these expenses.**
- **No Confetti – Glitter – Sparkles** are to be used in the hall. Should these materials be used, the cost of the cleanup will be deducted from the damage deposit.
- The organization or persons using the facility must assume responsibility for the orderly conduct of its own members and their invitees.
- **No smoking is allowed in any part of the JJ Loewen Community Centre.**
- Ceiling Fan control is located on the east wall with the light switches.
- The organization or persons shall indemnify and save harmless the Town of Dalmeny against all claims and demands made by any member of the organization or the invitees for injury or damage or injury caused or contributed to by negligence of the Town of Dalmeny, its servants, employees or agents. No one under the age of 18 years may book the JJ Loewen Centre.
- All caterers must purchase a valid business license from the Town of Dalmeny. Please inform your caterer to do so.
- If liquor is to be present at your function, you must provide a copy of the liquor license to the Town Office before your event.

I, _____ herein rent the JJ
 Loewen Community Centre on _____ during the
 following times _____

and I hereby acknowledge that I have read the above terms and conditions and agree to comply with the terms and conditions stated therein.

 Date

 Signature of Renter

Regulations:

Thank you for renting the JJ Loewen Community Centre. Please note and respect the following rules and keep our facility neat and tidy.

All food prepared at the JJ Loewen Community Centre is the responsibility of the renter. You must use Safe Food Serving Practices when serving food to your invited guests. The Town of Dalmeny takes no responsibility for food service.

Daytime Bookings:

When clean-up is completed, return keys to the Town Office or drop them off in the mail slot of the library.

Late Night Bookings:

The janitor will inspect early the following morning, after **10am**. If the facility is not cleaned up by that time, the janitor will start the work and charge rates accordingly.

KITCHEN: Please leave the kitchen in the order that you found it. Sweep and wash floors. Broken dishes must be replaced, so please leave the pieces on the counter for replacement. Leave the dish cloths and towels to be laundered.

TABLES & CHAIRS: Please do not drag tables and chairs; use the wheeler to transport. Chairs should be stacked 10 high. Tables should be washed, folded and put on trolleys. Do not put tables on floor. Both tables and chairs should be put back to their respective places. Do not block any doors.

FLOORS: Do wash all floors. Please dry mop before wet mopping.

WASHROOMS: Make sure all toilets are flushed and garbage is removed. Please leave washrooms cleaned and tidy. Garbage or paper towels should never be flushed down the toilets.

GARBAGE: All garbage should be bagged and placed into the Loraas garbage bin just outside the hall.

HALL INCLUDES:	Tea towels/dish cloths/Dishwasher	Freezer
	Tables Rectangle/Round (30 – 8ft)	100 cup coffee urns
	Chairs (228 wooden)	30 cup coffee urns
	2 ovens/flat-top/6 burners	Large serving bowls
	Large fridge	Telephone – local calls only
	250 piece cutlery	6 stage risers
	Pots/pans	250 place settings

* If more cutlery, dishes, etc. are needed for your event; it is the responsibility of the caterers/renters to provide.

***Emergency Contact: Recreation Manager 306-371-5031**

Insurance for Special Events

INSURED? NOT INSURED? WHO IS RESPONSIBLE? WHY SHOULD SPECIAL EVENTS PURCHASE INSURANCE?

What is a Special Event and why should Subscribers require other organizations to be responsible for Special Events?

A Special Event is defined as any activity that takes place occasionally e.g., Dalmeny Days, Canada Day Celebrations, Weddings, Parades, Fairs, Marathons, Sports Events, etc. Why should the Special Event organization purchase additional insurance and add the Subscriber (You) as an additional named insured?

Answer: The organizers control the event and therefore should be accountable for losses associated with the event(s) they have control over. Organizers select the location and organize other groups such as participants and vendors.

The subscriber's role is usually to provide facilities for use by the Special Event organization including parks and streets for parades (with and/or without traffic control) as well as the use of some municipal facilities and equipment.

The Subscriber is responsible for its facilities, equipment and any loss, which may occur arising from the conditions of the facilities and equipment being used. Responsibility toward others who enter upon or use facilities of others is outlined in the Saskatchewan Occupiers Liability Act.

"Occupier" - An "Occupier", as defined by the Act, means a person who:

- (a) Is in physical possession of premises; or
- (b) Has responsibility for, and control over, the condition of premises, the activities conducted on those premises and the persons allowed to enter those premises."

An Occupiers' duty of care, as per the following quote from the Act outlines the responsibility of each party defined above.

(1) An occupier of premises owes a duty to take that care that in all the circumstances of the case is reasonable to see that a person, and his property, on the premises, and property on the premises of a person, whether or not that person himself enters on the premises, will be reasonably safe in using the premises.

(2) The duty of care referred to in subsection (1) applies in relation to the:

- (a) Condition of the premises;
- (b) Activities on the premises; or
- (c) Conduct of third parties on the premises.

(1) Notwithstanding subsection (2), an occupier has no duty of care to a person in respect of risks willingly accepted by that person as his own risks. This particular section has been debated many times in our courts as to risks willingly accepted by a claimant. The basic rule of thumb for defense is that the injured person had to know that he could be injured. A duty to advise of the potential injury sometimes rests with the organizer. We suggest you consult your solicitor for advice in this area.

(3) Nothing in this section relieves an occupier of premises of a duty to exercise, in particular case, a higher standard of care which, in that case, is incumbent on him by virtue of an enactment or rule of law imposing special standards of care on particular classes of person.”

Liquor Liability: Our research indicates that responsibility for losses arising from injuries caused by drinking and driving has also become the responsibility of the host as well as the intoxicated individual.

If a customer or guest is over-served, and who then has a drinking-driving conviction or accident, you could be sued.

The same liabilities apply to the host as to the server at a licensed establishment. You have the responsibility for guests and patrons who drink and drive.

NOTE - 51% of drinking drivers come from licensed establishments, 38% from private functions. If the organizers have no insurance or are not formally required by agreement to Hold and Save Harmless the Subscriber, the Subscriber could be responsible for the claim.

Consequently, it is our recommendation that Special Event organizations purchase insurance to protect the Subscriber (as an Additional Named Insured) and the organizing committee against financial losses arising from injury. This recommendation is based on the fact that if an injury occurred to a participant, a vendor and/or a spectator, the Subscriber and the organizer would be named in an action or claim. Why should you, as subscribers, incur costs for claims and/or legal actions that you have no control over. Why should you, the Subscriber, expose your self-insured retention level?

We recognize that there is a cost to the organizer to purchase insurance. However, knowing that there is a cost, it is reasonable to expect that the organizing group should account for this anticipated expenditure and budget accordingly.

I hereby acknowledge that I have read the above terms and conditions and agree to comply with the terms and conditions stated therein. I have shown proof of purchase of insurance.

Date

Signature of Renter

