

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



THIS RENTAL AGREEMENT is made between:

**THE TOWN OF DALMENY
AND**

NAME OF USER: _____

ADDRESS: _____

_____ **POSTAL CODE:** _____

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

DATE(S) REQUESTED: _____

TYPE OF FUNCTION: _____

START TIME: _____ **END TIME:** _____

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 Saskatchewan Liquor and Gaming Regulations must be followed.
- ❖ Indemnity and Proof of Insurance (naming the Town as an Additional Insured) must be provided.

The undersigned, being the User or the authorized representative of, and on behalf of the User, certify that I have read and understand the Terms and Conditions of Rental and Usage Regulations attached hereto and acknowledge and agree to abide by those Terms and Conditions and Regulations.

_____ Signature (must be over 18 years of age)

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

**TOWN OF DALMENY
JJ LOEWEN COMMUNITY CENTRE
USER'S ACKNOWLEDGMENT AND INDEMNITY**

Name of User:_____ **Name of Person Signing :**_____

By way of a rental agreement entered into with the Town of Dalmeny, to which this document is attached, the Town has made and will make available certain facilities, property and equipment at the JJ Loewen Community Centre to the User to conduct the event referenced in the agreement.

The User understands and acknowledges that:

1. It is the User, and not the Town, which controls the event, the participants, and the activities taking place in relation to the event, and that the User accordingly (and not the Town) should and will be liable for any loss or damage occurring at the event.
2. The User is responsible for the safety of its guests.
3. Where liquor is served, it is the responsibility of the User to ensure that liquor service occurs on a responsible basis, and that reasonable steps are taken to ensure that no guest is over-served, or upon departing the event, drives while impaired.
4. The Town has required the User to purchase and provide the Town with proof of insurance and the User will, before taking possession of Keys to the Centre, provide the Town with proof of liability insurance in an amount no less than **[insert]**, which insurance names the Town, as an additional insured, and extends to the Towns' employees agents and servants, and that the User will provide proof, to the Town's satisfaction of such insurance prior to being provided keys to the Centre.

The undersigned accordingly, being the User or the authorized representative of, and on behalf of the User:

1. Certifies that he/she has read and understands the foregoing and further agrees and acknowledges that the User will not hold the Town of Dalmeny liable for any accidents, injuries, harm, or damage to the persons or property that occur at the Town's facilities during the rental period caused by negligence, intentional acts, or default., and that the User will not hold the Town of Dalmeny liable for any items lost or stolen.
2. Agrees that the User shall indemnify and save harmless the Town from any and claims, actions, causes of action and liability arising or in any way associated with the use by the User of the Centre, and that such indemnity shall extend to and include all costs associated with defending the Town against any threatened or actual legal proceedings

Date:_____ **Signature:**_____

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1. Deposit

1.1 A Deposit shall be required as follows:

(a) Weddings – Booking Deposit \$400.00 - Damage Deposit \$200

(b) All other events - \$200.00

1.2 The Deposit shall be paid at the time the rental agreement is finalized.

1.3 No booking is confirmed until a fully completed Rental Agreement for the JJ Loewen Community Centre (the Centre”) is returned to the Town of Dalmeny (the “Town”) and the Deposit paid in full.

1.4 The Deposit shall be held by the Town as security for the User’s financial obligations to the Town under this Agreement and otherwise. Such financial obligations may be charged against the Deposit by the Town.

1.5 Where the User’s financial obligations to the Town have been discharged, through payment or charge against the Deposit, the Town shall return the amount of the Deposit remaining, if any, to the User.

1.6 Where the Deposit should prove insufficient to discharge the User’s financial obligations to the Town, the User shall make payment of any further obligation within 15 days of being invoiced by the Town.

2. Rental Fee

2.1 The Rental Fee together with GST shall be paid in full before the key is given to the User.

3. Cancellation

3.1 No cancellation will be accepted unless in writing and signed by the User or its authorized representative.

3.2 Where cancellation occurs;

(a) Three months or more before the booking in the case of a wedding; or

(b) **[insert]** in the case of other events;

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No cancellation fee will be charged, ***and the Deposit will be returned by the Town within a reasonable time after cancellation notice is received.***

- 3.3 Where cancellation occurs without the notice provided for in 3.2, the Town shall charge a cancellation fee equal to the Deposit will be retained by the Town.

4. Caretaker Call Out Fee

- 4.1 Where the User requires the services of the Centre Caretaker for any reason, a \$50.00 charge will be payable by the User for each call.

5. Liquor and Catering Permit and Licence Requirements

- 5.1 Where liquor is to be present during a booking, the User is responsible for obtaining and complying with all necessary permits.
- 5.2 No liquor may be present or served at an event, unless a copy of the permit has been provided to the Town prior to commencement of the event.
- 5.3 All caterers must possess a current Business Licence issued by the Town prior to the event. Please advise your caterer of this requirement in advance.

6. Facilities Provided and Permitted Use

- 6.1 No smoking is allowed in any part of the JJ Loewen Community Centre.**
- 6.2 The User is entitled to the use of the Centre and those items specified in the Regulations, including the use of:
- (a) The stage and podium;
 - (b) The kitchen and coffee urns;
 - (c) The stepladder;
 - (d) Cleaning equipment and supplies including brooms and mops, garbage bags, tea towels, dish soap, pot scrubbers, and other cleaning supplies.
- 6.3 Users may use all lighting and the ceiling fan. The ceiling fan control is located on the east wall with the light switches. Lighting and the fan must be switched off upon vacating the facility.

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- 6.4 The User may upon request (**made at least one week prior to the event**) arrange for use of the microphone and sound system.
- 6.5 Table covers are not provided and are the responsibility of the User.
- 6.6 All property provided to the User, including, but not limited to coffee urns, tea towels, and all tables and chairs must remain inside the JJ Loewen Community Centre
- 6.7 Where the User wishes to decorate the Centre, the following rules apply:
- (a) Tacks and/or pins **may** be used when attaching anything to painted surfaces. Any materials used to attach decorations to the ceiling (i.e.: string, wire, etc.) must be used with extreme caution. Decorations must be removed as part of cleanup.
 - (b) Duct tape, scotch tape and packing tape **are not allowed**, and the User **will be charged** for any resulting repair costs.
- 6.8 No **confetti, glitter or sparkles** are to be used in the Centre. Should these materials be used, the cost of any cleanup will be charged back to the User.

7. User Responsibilities

- 7.1 The User is responsible for adhering to all requirements of this Agreement and with the attached Regulations.
- 7.2 The User is responsible for the orderly conduct of all persons in attendance at the event.
- 7.3 All food prepared at the JJ Loewen Community Centre is the responsibility of the User. **The User must use Safe Food Serving Practices.** The Town of Dalmeny takes no responsibility for food service.
- 7.4 The User is responsible for returning the Centre to a good and clean condition following the event, including but not being limited to:
- (a) The cleaning of all rooms used: bathrooms, kitchen, dance floor, entrance, back room, coat room, etc.
 - (b) Removal of bottles, paper cups, decorations, etc.
 - (c) Cleaning and putting away any dishes, pots/pans, flatware, etc. that were used.

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- (d) Wiping off and drying the tables and chairs.
- (e) Stacking all tables and putting them on trolleys in the back room.
- (f) Stacking chairs and putting them in the back room (taped area on floor).
- (g) Bagging all garbage and placing it in the Loraas disposal garbage bin located outside the east doors.
- (h) Sweeping and washing all floors (kitchen, hall and washrooms)
- (i) Flushing all toilets and urinals.

7.5 All cleanup and restoration must be completed by the time specified by the Town. Unless otherwise notified prior to the commencement of the booking, the specified till will be 10:00 **am** the following day.

7.6 If the Town should determine that further cleaning is required after the Centre is vacated by the User, the User will be charged for all costs of cleanup, with a minimum fee of \$50.00 being payable.

8. Liability for Cleanup and Damage

8.1 The User shall be liable for all damage to the Centre and to all property located therein, and the cost of repair will be charged to the User.

8.2 The User will be responsible for the cost of all additional cleanup.

8.3 Upon return of keys by the User, the Town will inspect the Centre. Where additional cleanup or repair is required, the Town will make arrange for work to be done and will charge the cost thereof (including any minimum charge incurred) together with applicable tax to the User.

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Usage Regulations

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

1. General

- 1.1 All Users are expected to adhere to the Terms and Conditions of the rental agreement.
- 1.2 All Users are expected to care for the Centre as a reasonable person would care for their own property.

2. Included Items

- 2.1 Your Rental includes use of the following items provided by the Town:
 - (a) Tables Rectangle/Round (30 – 8ft)
 - (b) Chairs (228 wooden)
 - (c) 6 stage risers
 - (d) Large fridge
 - (e) Freezer
 - (f) 2 ovens/flat-top/6 burners Dishwasher
 - (g) 100 cup coffee urns
 - (h) 25 cup coffee urns
 - (i) 250 piece cutlery/dishes (If more cutlery, dishes, etc. are needed for your event; it is the responsibility of the you or your caterers to provide)
 - (j) Pots/pans
 - (k) Large serving bowls

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- (l) Tea towels/dish cloths/
- (m) Telephone – local calls only

3. Kitchen

- 3.1 Please leave the kitchen in the order that you found it.
- 3.2 Sweep and wash floors.
- 3.3 Broken dishes must be replaced, so please leave the pieces on the counter for replacement.
- 3.4 Leave the dish cloths and towels to be laundered.
- 3.5 Use Safe Food Serving Practices when serving food to your invited guests.

4. Tables and Chairs

- 4.1 Please do not drag tables and chairs; use the wheeler to transport.
- 4.2 Chairs should be stacked 10 high. Tables should be washed, folded and put on trolleys.
- 4.3 Do not put tables on floor. Both tables and chairs should be put back in their respective places.
- 4.4 Do not block any doors.

5. Floors

- 5.1 **Do** wash **all** floors.
- 5.2 Please dry mop before wet mopping.

6. Washrooms

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

7. Garbage

- 7.1 All garbage should be bagged and placed into the Loraas garbage bin just outside the Centre.

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8. Return of Keys and Inspection

- 8.1 Daytime Bookings: When clean-up is completed, return keys to the Town Office or drop them off in the mail slot of the library. The Centre will be inspected within the next following 24 hours.
- 8.2 Late Night Bookings: The janitor will inspect early the following morning, after **10am**.
- 8.3 If the facility is not cleaned up by the time of inspection, the janitor will start the work and charge rates accordingly.
- 8.4 Where damage is noted, the janitor will report damage to the Town, and the town will arrange repair.

Emergency Contact: Recreation Manager 306-371-5031

