

Mayne Island Community Centre

493 Felix Jack Road, Mayne Island, B.C. V0N 2J2

SPECIAL EVENT (PUBLIC) RENTAL AGREEMENT

Please note that these conditions will apply to your rental and your event will be supervised accordingly. The Mayne Island Community Centre Society accepts no responsibility for any losses that may be incurred as a result of failure to read and abide by these conditions.

GENERAL

- 1) Mayne Island Community Centre Society (MICCS) reserves the right to refuse the use of the Centre to individuals or groups who do not comply with the conditions outlined in this Rental Agreement.
- 2) MICCS reserves the right to cancel this Agreement in an emergency situation or due to circumstances beyond its control.
- 3) If the Renter deliberately, negligently, or innocently misrepresents any information required by this Agreement, the Agreement may be immediately canceled.
- 4) The Renter is responsible for ensuring that each sub-contractor is aware of and agrees to all Rental Agreement Conditions outlined in this document by providing a copy of this Rental Agreement Form to all sub-contractors, including caterers.

FACILITY

The facility is rented on an "as is" basis, with the following conditions:

- 1) Set-up, take-down, and clean-up, including removal of all garbage and recycling, are the responsibility of the Renter, unless negotiated in advance. Failure to take down or clean up will increase the cost of the event, with such additional cost to be deducted from the damage deposit and/or invoiced to the Renter.
- 2) The Renter must designate a person to perform a site check and secure the facility at the conclusion of the event.
- 3) If the Renter fails to secure the Community Centre (entrance/exit doors, windows, etc.), the Renter will be held liable for items that are lost, stolen, or damaged. The cost of replacement and/or repairs will be deducted from the damage deposit and/or invoiced to the Renter.
- 4) The Renter is responsible for the behaviour of guests on the premises (either inside or outside the facility).
- 5) Out of respect for the Centre's neighbours, event-related noise must cease by midnight. Failure to comply will result in the forfeiture of damage deposit.
- 6) Occupancy limits for various spaces within the Centre have been set by the Fire Marshal. Please refer to the User Guide for details. Community Centre staff may be required to restrict the number of persons in attendance, and enforce clear access to specific spaces, such as fire exits etc.

INSURANCE AND HEALTH AND SAFETY

- 1) On behalf of the Renter, the signatory of this contract, agrees to ensure that activities conducted in the Community Centre will not endanger any person; and to indemnify and save harmless Mayne Island Community Centre Society, and any of their respective employees, officers, directors, volunteers, or agents against any and all claims for injury to person and property, however caused, and arising out of the activities of the rental group or out of the occupation or possession of the premises by the rental group.
- 2) The Renter must carry a commercial general liability insurance with limits of not less than \$2,000,000 or such higher limits as deemed to be necessary and required from time to time by MICCS, protecting the Renter, and any of their respective employees, officers, directors, volunteers, or agents against any claims for bodily injury, death or property damage resulting from any activities conducted by or on behalf of the Renter, however caused, arising out of the Renter's use, occupation or possession of the Community Centre. **The insurance policy shall contain a cross liability clause and name MICCS, their officials, employees and agents as additional insured.**
- 3) Emergency exits must remain easily accessible.
- 4) No unauthorized gas or propane equipment or fixtures may be used inside the facility. Equipment or fixtures used outside of the facility must meet CSA standards.

ALCOHOL

- 1) Service of alcohol at the event requires the Renter to obtain the appropriate liquor license, indicating the event area and times and date of service. A copy of the license must be provided to the MICC Booking Agent not less than 15 days prior to the event.
- 2) **The original liquor license must be posted in the area of service** for the duration of the event. Failure to do so may result in loss of liquor privileges. Incorrect or incomplete liquor licenses will not be granted liquor service.
- 3) A server with a valid "Serve It Right" certificate must be present at all times liquor is being served.
- 4) Alcohol is not permitted outside of the rental space listed on the liquor license. Failure to comply will result in loss of liquor privileges.

KITCHEN/CATERING SPECIAL CONDITIONS

- 1) All food preparation and service must meet the guidelines of the Ministry of Health.
- 2) The Renter and/or Caterer must participate in a walk-through of the kitchen with a designated Community Centre staff member to ensure proper equipment usage and handling of garbage and recyclable materials.
- 3) When using a catering service, the Renter must provide the name and contact number of the caterer.
- 4) The Caterer/Renter must leave the kitchen and related equipment clean and ready for the next user. Otherwise, cleaning charges will be deducted from the damage deposit and/or invoiced.

PAYMENT SCHEDULE

- 1) **RENTAL FEES, DAMAGE DEPOSIT AND INSURANCE:**
 - a) Rental Fees, Damage Deposit, and Insurance Premium are due and payable 15 days prior to the event date(s). Rental is not secured until payment is received.
 - b) Payment may be made by way of cash or cheque payable to Mayne Island Community Centre Society.
 - c) Any monies owing to the Renter will be refunded by MICCS within 30 days after the event.
- 2) **SECURITY/DAMAGE/CLEANING DEPOSIT:**
 - a) A Deposit of \$250.00 is required for licensed and other high-impact events taking place in the Community Centre. The deposit will be refunded to the Renter within 30 days after the event, provided that all invoices are paid in full and no extra costs have been incurred.
- 3) **CANCELLATIONS:**
 - a) Full refund of deposits and paid fees will be made to the Renter provided that written notice of cancellation is received by the Community Centre Booking Agent not less than 10 days prior to the event.

Rental Fee	\$	
Damage Deposit	\$	
Insurance	\$	
Total	\$	
Less Deposit	\$	Deposit Paid _____ 20__.
Balance Due	\$	Payable not later than _____ 20__.

I/We the undersigned Renter, do agree to keep the terms of this agreement, and to comply with all of the relevant policies of the Mayne Island Community Centre Society.

Signatures of Approval:

_____	_____
Mayne Island Community Centre Society	date

_____	_____
Renter	date

Full Name & Address of Renter

Date of Event: _____ 20__