



WEST CENTRAL EVENTS CENTRE RENTAL AGREEMENT

The Town of Kindersley
Community Services, P.O. Box 1269, 500 2nd Street East
Kindersley, SK S0L 1S0
PH: (306) 463-2675 Fax: (306) 463-4577
Email: rec@kindersley.ca

RENTER'S GENERAL INFORMATION

Name of Renter - Individual/Organization Authorized Signee (the "Renter"):

Mailing Address: _____
City: _____ Province: _____ Postal Code: _____
Telephone: _____ Email: _____
Organization: _____
Additional Contact(s): _____

Start Date: _____ Finish Date: _____

SPACE TO BE USED:

SPACE OR AMENITIES	TIME(S)	NOTE	COST

*** If the Spaces to be rented and/or rental times are too complex to fit into this chart, an attachment will be made to, and forming part of, this agreement.*

Total Fees Payable (the "Rental Fee"):

Rental	\$ _____
GST 5%	\$ _____
TOTAL	\$ _____

Damage and/or Key Deposit (the "Deposit"): \$ _____

Public Event: Yes No

If yes, do you consent to this event being advertised through Town of Kindersley media? Yes No

Please provide a description of your event for public information: _____

A. POLICIES AND CONDITIONS OF RENTAL:

1. The Town of Kindersley reserves the right to cancel this Agreement at any time for cause, including but not limited to a Force Majeure or for the purpose of special events to be held at the West Central Events Centre, but shall make best efforts to provide an alternate date or dates for the Renter. The Town of Kindersley shall provide 48 hours' notice to the Renter prior to any cancelled rental time.
2. If the Renter wishes to cancel a rental date, they must notify the Town of Kindersley 48 hours prior to the rental time. If such notice is not provided, the Renter shall be responsible for full payment of the Rental Fee.
3. The Town of Kindersley will maintain a schedule of activities in the main lobby of the West Central Events Centre which will outline for the general public the scheduled activities for each day.
4. Use is restricted to the facilities Spaces and times as described above.
5. While utilizing the West Central Events Centre, the Renter shall conform to all Town and facility rules and regulations in place from time to time, as well as all applicable laws and bylaws.
6. There is to be NO SMOKING anywhere inside the West Central Events Centre.
7. The West Central Events Centre is under a single liquor license held by the Town of Kindersley. Any alcohol consumed in the facility must be purchased and consumed at and in the West Central Events Centre, without exception. These regulations must be complied with at all times so that all players, fans and families can enjoy themselves in our facility under its applied rules, regulations and the applicable laws. Any violation of this license threatens the Town of Kindersley's liquor license and hosting future events at the West Central Events Centre.

There is zero-tolerance for violations of the liquor license. The offending person(s) will be removed from the facility at once and will be suspended from the facility and the event. A ban of up to one-year may be implemented by the Town of Kindersley for the offending person(s) from future events at the West Central Events Centre and charges may be laid under the Alcohol and Gaming Regulation Act, 1997 and the Alcohol Control Regulations, 2013.

In signing this agreement the signee is agreeing to abide by these regulations and accepts the responsibility of notifying all participants that bringing outside alcohol into the facility, or the consumption of same in the facility or on Town of Kindersley property, including in the dressing rooms and in the parking lot area of the West Central Events Centre, are strictly prohibited.

8. The Renter shall ensure that proper supervision of all invitees is provided at all times. This includes, but is not limited to, the proper evacuation of the West Central Events Centre in the case of an emergency. If the Renter has any questions or concerns about proper safety procedures they are responsible to make themselves informed of these procedures in consultation with the Recreation Manager of the Town of Kindersley before entering into this contract. In that the West Central Events Centre is a multi-use facility, the Renter shall ensure that all activities and behaviours associated with the event are such that they will not be offensive nor inhibit the peaceful enjoyment of other users.
9. The Renter is NOT permitted to sublet or assign the use of the facilities to any other persons or organizations without the consent of the Town of Kindersley.
10. The Town of Kindersley will not be responsible for any lost or stolen goods or money, whether from a dressing room or elsewhere.
11. The Renter is responsible for all fees levied in accordance with this agreement, including but not limited to costs associated with any breach of this agreement.

12. The Renter shall leave the West Central Events Centre, or such portion of it as has been used by them, in a clean and sanitary condition, that is, the same condition as provided by the Town of Kindersley, and that all equipment used which is the property of the Town of Kindersley is returned to its proper secure location. The Recreation Manager will do a walk-through the area with the Renter at the time of rental to document any damages in the area that will not be the Renter's responsibility.

The Renter shall be responsible for all damages caused to the facility building, grounds, chattels and equipment belonging to the Town of Kindersley, reasonable wear and tear considered. Should the Renter leave the building, grounds, chattels or equipment in the facility in an unsatisfactory state or with sustained damages, the costs associated with returning the facility and equipment back to its original state at the time of the walk-through shall be paid for by the Renter to the full satisfaction of the Town of Kindersley.

In exceptional circumstances facility keys may be provided upon request and approval of the Recreation Manager. Keys are not to be copied or given to anyone but the Renter and are to be returned on the last day of rental. The Deposit will not be returned to the Renter if the keys are not returned to the Town.

In the event of damage to the West Central Events Centre, the grounds, chattels or equipment located therein, the Deposit will be used by the Town to remediate such damages, and any remaining surplus will be returned to the Renter. If the costs of remediation exceed the Deposit, the Town of Kindersley shall notify and provide an invoice to the Renter within 60 days, and the Renter shall forthwith provide payment to the Town of Kindersley as invoiced within 30 days of the date of the notice.

13. Use of the rear unfinished parking lot on the corner of 5th Ave E and 2nd St East is at the Renter's own risk and in an as is condition. The Town of Kindersley is not responsible for any damages as a result of using said parking lot and will not provide any assistance should lot become compromised due to any unforeseen circumstances.
14. The walking track at the West Central Events Centre is intended to be used for general foot traffic only. Any equipment which may cause damage to the rubber flooring such as rough surfaces, sharp edges, liquids, etc. are NOT permitted. If the walking track is intended to be used for anything other than general foot traffic then pre-approval must be given from the Recreation Manager 30 days prior to the event. Pre-approval will be based on the instillation of protective equipment to prevent damages.
15. No temporary/permanent structures (i.e. booths, registration tables, chairs, display cases, etc.) may be placed or installed in the lobby space during the event unless pre-approval is granted by the Recreation Manager in consultation with the Fire Chief.
16. Request of use for the West Central Events Centre electrical carts must be received 72 hours in advance to event. The Town of Kindersley is not responsible for any damages that may result from the use of said carts.
17. The Renter shall be responsible to carry such insurance as may be appropriate to protect its personnel and any patrons who attend at the West Central Events Centre at the behest of the Renter, or who attend an event being held by the Renter, against damages or claims for injury, death and damage to property and to the West Central Events Centre, and shall assume full liability for any accident, injury or damage occurring in connection with the rental of the West Central Events Centre. The Town of Kindersley reserves the right to stipulate that the Renter carries specific types of insurance coverage based on the risks of certain events.
18. **The Renter hereby agrees to indemnify and save harmless the Town of Kindersley in and from and against any and all claims, actions, causes of action, damages, demands for damages, losses and other liabilities and expenses (including, without limitation, those in connection with bodily injury (including death), personal injury, illness or discomfort, damage to property and legal fees on a solicitor and client basis) due to or arising from or out of any occurrence in, on**

or at the West Central Events Centre during the use by the Renter of the West Central Events Centre or occasioned wholly or in part by any act or omission of the Renter, its employees, agents, invitees or licensees or by any person permitted by the Renter to be in the West Central Events Centre, or by the failure of the Renter to comply with any term or provision of this agreement.

FAILURE TO COMPLY WITH THE ABOVE MAY RESULT IN CANCELLATION OF AGREEMENT AND LOSS OF ANY SECURITY DEPOSIT PAID.

DISCLAIMER:

I/we, the undersigned, have read, understand and agree to the terms and conditions of this agreement which are stated herein and hereby accept the same on behalf of myself and the members of the organization, term or association, this ___ day of _____, 20__.

Renter's Name (print): _____

Renter's Signature: _____

Approved by the Town of Kindersley this _____ day of _____, 20__.

THE TOWN OF KINDERSLEY

Name: _____

Title: _____

Signature: _____

Name: _____

Title: _____

Signature: _____