

Inuvik Family Centre Rental Agreement

**Contract #
69-2005**

Agreement made this _____ day of _____, _____ AD, **BETWEEN:**

**The Municipal Corporation of
The Town of Inuvik, in the
Northwest Territories
(Hereinafter called the “Town”)**

-AND-

(Hereinafter called the “Tenant”)

The Town agrees to rent the Inuvik Family Centre, for a _____ for the period from:

DAY/DATE	TIME OPEN	TIME CLOSE	EVENT TIMES	POOL AREA	PLAYZONE	RENTAL CHARGE
						\$
						\$
						\$
						\$
						\$
TOTAL RENTAL CHARGE						\$
TOTAL						\$
Notes:						

Hereinafter called “The Said Term” and subject to the following terms and conditions:

Rate Per Hour

Pool Area:

1-35: \$150.00
 36-70 \$180.00
 71+ \$250.00

Playzone Per Hour

Hourly \$50.00

I. TERMS

- A) All bookings must be made with full payment at the time of booking.
- B) Any group with outstanding charges from previous events will not be allowed to use or rent Facilities until such charges are paid in full.
- C) A group/club may hold a maximum of two (2) bookings at any one time, for each of which the bookings must be paid in full at the time at the time of booking.
- D) Cancellations must be made 24hrs in advance to receive a full refund. Cancellations made 12hrs in advance will receive a 50% refund. Cancellations made 6hrs in advance will receive a 25% refund. Any cancellation made less than 6 hours prior to the event time will NOT receive a refund.
- E) If fees for an event have been waived by Council, or for any other reason, the group holding the event will still be required to make a damage deposit for the amount of the full rental cost. Said damage deposit will be refunded to the tenant following post-event inspection by the Inuvik Family Centre staff and manager.
- F) Rescheduling is considered the same as a cancellation. To reschedule, the tenant must do so and will be subject to the conditions of sub-section 1 (d).
- G) The Tenant is solely responsible for making full payment at the time of the booking.
- H) Should circumstances beyond their control force the Town to cancel the scheduled event, a refund for the full prepayment will be made to the Tenant.
- J) The Tenant agrees with any additional terms as laid down by Council under Special Functions.

PAID – In Full at time of booking (Circle) YES or NO	P.O. or L.C. # (if applicable)	DATE	SIGNED (Family Centre Employee)
FACILITY CHECK (After Booking)	APPROVED (Circle) YES or NO	DATE	SIGNED (Family Centre Manager)
REFUNDED (After Cancellation) YES or NO	AMOUNT/DETAILS	DATE	SIGNED (Family Centre Manager)

II. CONDITIONS

1. The Tenant:

- (a) Shall be responsible for having parents/guardians present during the rental period if the majority of the participants for the rental are Under 16 years of age.

- (b) Shall be responsible for doing any decorating, subject to the approval by Family Centre Manager. No tape, nails or tacks of any kind may be used on walls. If you wish to hang decorations please check with staff prior to doing so to make sure that no damage will be cause to the walls.
- (c) If the fees for an event have been waived by an order of Council, or for any other reason, the Tennant will be responsible for all setup, take down, security and janitorial activities during the event, ensuring that the facility is in the same condition it was when it was given to them. Any extra time spent by Recreation Staff cleaning up after such and event will be billed back directly to the Tenant.
- (d) Shall enter the facility and vacate the facility within thirty (30) minutes of the start and end of the rental period, ensuring that all participants have departed from the facility. Tenants shall not enter earlier than regular facility opening time of 10:00 a.m. Requests to get into the facility earlier or stay after the said rental period must be approved by the Family Centre Manager and Facility Foreman.
- (e) Shall be liable for the costs of any extraordinary repairs required to correct damages attributable to the Tenant's use of the facilities during the said term. It shall be the responsibility of the Tenant to submit, in writing, a report of damages of the premises, prior to occupancy of the premises, to the Family Centre Manager. Failure to comply with this requirement shall result in all damages found after termination of tenancy being attributable to the tenant most recently occupying said premises. Such damages will be billed directly to the Tenant.
- (f) Shall agree to the area capacities as follows:

Pool	Maximum 150 Persons
Playzone	Maximum 60 Persons
Party Room	Maximum 16 Persons

These numbers must include all staff/volunteers necessary to run each function.

- (g) Shall ensure that any and all equipment, decorations, or any item(s) not belonging to the Town of Inuvik be removed immediately after the rental period. Section II (b) shall still apply; otherwise the Tenant will be subject to paying any and all expenses incurred from the removal of these item(s) plus storage fees not to exceed One Hundred (\$100.00) dollars per month. Neither the Town nor the movers will be held liable for any damages incurred during such said moving and storage. None of the above equipment is stored in areas designated to other organizations
- (h) The Tenant must be at least 18 years of age in order to sign the rental agreement for Inuvik Family Centre Facilities. Groups under the age of 18 years need to get the signature of a parent/guardian to sign the rental agreement. The Tenant will also be subject to Section II (a) of the rental conditions.

- (i) The Tenant shall comply with all Rules and Regulations governing use of the facility as set out by the Town and all the subsequent rules attached to the booking. Any violation of the Rules and Regulations will result in organization or individual cancellation or suspension of the right to use the facility for such a period of time as may be determined by the town in its sole discretion.
- (j) “THE RENTER AGREES THAT IT WILL INDEMNIFY AND SAVE HARMLESS THE TOWN OF INUVIK AND ITS OFFICERS, EMPLOYEES, SERVANTS, AGENTS, SUCCESSOR AND ASSIGNS (HEREIN COLLECTIVELY REFERRED TO AS THE “TOWN”) FROM AND AGAINST ANY AND ALL CLAIMS WHATSOEVER INCLUDING ALL DAMAGES, LIABILITIES, EXPENSES, COSTS, INCLUDING LEGAL OR OTHER FEES INCURRED IN RESPECT OF ANY SUCH CLAIM (ON A SOLICITOR-CLIENT BASIS OR THE HIGHEST TARIFF THAT THE COURTS PERMIT TO BE AWARDED) OR ANY CAUSE OR PROCEEDING BROUGHT THEREON ARISING DIRECTLY OR INDIRECTLY FROM OR IN CONNECTION WITH THE GRANTING OF THIS LICENSE AND THE USE AND OCCUPATION OF THE SAID FACILITY INCLUDING ANY CLAIMS ARISING THROUGH THE CONDUCT OR OMISSION, WHETHER AS A RESULT OF NEGLIGENCE, THROUGH THE INTENTIONAL ACTS OF OR AS A RESULT OF THE FAULT OF THE CITY’S EMPLOYEES OR INDEPENDENT CONTRACTORS ENGAGED BY IT OR ANY OTHER PERSON IN THE FACILITY OR NOT.”

2. The Town:

- (a) Agrees that all Tenant receipts are to be kept the sole property of the Tenant.
- (b) Shall not be responsible for the loss of any equipment, materials or supplies not owned by the Town regardless of how such a loss shall occur.
- (c) Agrees that all facilities be functional and clean before the commencement of the said term.
- (d) Retains the right to refuse rental of said premises for any reason.
- (e) In the event of mechanical or chemical failure that renders any of the amenities (i.e. sauna, hot tub, steam room, waterslide) inoperable, the Renter will not receive any discount, refund or notification prior to or during the booking.

For Tenant:

I, _____, certify that I have read and agreed to the above said terms and conditions.

Signed by: _____ for _____
Name Organization/Private Rental

Address: _____

Telephone: (W) _____
(H) _____
(F) _____

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Town of Inuvik:

Name: _____ Date: _____

Please return the signed contract accompanied with full rental payment to the Inuvik Family Centre to confirm rental agreement.