



ELKS HALL RENTAL AGREEMENT

The Town of Kindersley
Community Services, P.O. Box 1269, 106 5th Avenue East
Kindersley, SK S0L 1S0
PH: (306) 463-2675 Fax: (306) 463-4577
Email: utilityclerk@kindersley.ca

BILLING INFORMATION

Individual/Organization: _____

Main Contact (if different than above): _____

Billing Address: _____ City: _____

Province: _____ Postal Code: _____ Telephone: _____

Email: _____

Event (Ex. Wedding, Meeting, Fundraiser): _____

FACILITIES REQUESTED:

Small Hall	Quantity (Hrs/Times)	Total
Hour(s) [\$45]		
Half Day [\$82] 8am-12pm		
Half Day [\$82] 1pm-5pm		
Evening [\$110] 6pm-12am		
Day [\$165]		
(S) Total:		

Large Hall	Quantity (Hrs/Times)	Total
Hour(s) [\$60]		
Half Day [\$170] 8am-12pm		
Half Day [\$170] 1pm-5pm		
Evening [\$230] 6pm-12am		
Day [\$340]		
(L) Total:		

Facility	Quantity	Total
Both Hall [\$480] (kitchen not included)		
Funeral [\$270] (includes kitchen)		
(F) Total:		

Is the Kitchen Space Required?

Yes _____ No _____

If YES, what activity will take place in the kitchen? _____

Date: _____ From: _____ Till: _____
Date: _____ From: _____ Till: _____
Date: _____ From: _____ Till: _____

(S) Total: \$ _____
(L) Total: \$ _____
(F) Total: \$ _____
(B) Total: \$ _____
Kitchen Total: \$ _____
Capital Charge: \$ _____
(\$5 per day)
GST: \$ _____
Total Fees Payable: \$ _____

Key Deposit: _____ \$50

Microphone Deposit: _____ \$100

***Note: Facility keys and microphone will be provided to applicant upon receipt of a \$50 deposit (\$100.00 for microphone) by cash or cheque to the Town of Kindersley Administration Office. Keys are available one business day prior to rental and are to be returned to the Administration office within the next business day. ***

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 [include date and time of activity and any admission price]: _____

POLICIES AND CONDITIONS OF RENTAL:

1. The Town of Kindersley reserves the right to cancel this Agreement at any time for cause.
2. The Town of Kindersley reserves the right to cancel any rental for purposes of special events to be held at the Elks Hall but shall make best efforts to provide an alternate date or dates for the applicant. The Town of Kindersley shall provide 48 hours notice to the applicant prior to any cancelled rental time.
3. If the applicant 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 applicant shall be responsible for full payment of the rental time.
4. The Town of Kindersley will maintain an internal schedule of activities of the Elks Hall, which will outline the scheduled activities for each day.
5. Use is restricted to the facilities described above. If use of the kitchen is not indicated above as a requested space, a \$25 penalty will be applied to the invoice.
6. There is to be NO SMOKING anywhere inside the Elks Hall.
7. The applicant 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.
8. The Town of Kindersley will not be responsible for any lost or stolen goods or money, whether from a washroom or elsewhere.
9. The applicant shall ensure that all individuals are wearing proper, clean footwear.
10. The applicant shall leave the area used 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.
11. While utilizing the Elks Hall, the applicant shall conform to all rules and regulations in place from time to time, as well as all applicable laws and bylaws.
12. The applicant is responsible for all fees levied in accordance with this agreement, including but not limited to costs associated with any breach of this agreement, and for any repairs above and beyond the damage deposit paid.
13. The applicant shall ensure that proper supervision of all invitees or licensees of the applicant is provided at all times.
14. The applicant renting the facility shall be responsible for all damages caused to the building, grounds, chattels, and equipment belonging to the Town of Kindersley at the facility, reasonable wear and tear considered. Any such damages are to be repaired or paid for to the full satisfaction of the Town of Kindersley.
15. Use of facility parking lot is at renters' own risk and in an "as-in" 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.
16. Rental facility keys will be provided and obtained at the Town Office a day in advance of use. Keys are not to be copied or given to anyone but applicant. A \$50 deposit applies.
17. In the event of a power failure in the Elks Hall, emergency lighting will automatically turn on, however, such emergency lighting may only remain on for approximately thirty (30) minutes. For the safety of all patrons of any event, if any power failure persists beyond a period of ten (10) minutes, the applicant shall cause all patrons at the Elks Hall to exit the building in an orderly fashion so as to prevent injury.
18. The applicant shall obtain and maintain, at its own expense, a commercial general liability insurance policy bodily injury, personal injury, death, and property damage. This policy shall name the Town of Kindersley as an additional insured and shall include a waiver of subrogation in favor of the Town.

19. The applicant hereby agrees to indemnify, defend, and hold harmless the Town of Kindersley, its elected officials, employees, and volunteers, from and against all claims, actions, liabilities, damages, costs, expenses, and demands (including reasonable legal fees on a solicitor-and-client basis) arising from or related to: Any injury, illness, or death of any person; any loss or damage to property; or any other claims, actions, or causes of action due to or resulting from the applicant's use of the Elks Hall, including acts or omissions of the applicant, its employees, agents, invitees, or anyone attending the event under the applicant's authorization.

This indemnification shall apply regardless of any contributory negligence on the part of the Town of Kindersley, except where such loss is caused solely by the gross negligence or willful misconduct of the Town.

20. Prior to using the facility, the applicant shall inspect the premises to ensure that it is in a safe and suitable condition for the intended use. If the applicant identifies any hazardous or unsafe conditions, they shall:

Immediately cease use of the affected area; and

Report the issue to the Town of Kindersley as soon as possible.

By proceeding with their event, the applicant acknowledges that they have inspected the facility and found it suitable and safe for use. The Town of Kindersley shall not be responsible for any injuries, damages, or losses resulting from unsafe conditions that were known or should have been known by the applicant but were not reported.

Initials of applicant

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__.

Applicant's Signature

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

THE TOWN OF KINDERSLEY

Per: _____
Town of Kindersley Signature