



# Community Hall/Town Owned Facility Rental Agreement

*This document shall be used for rental of Town owned facilities and halls within Three Rivers, including Cardigan Village Office, Lower Montague Community Centre, Georgetown Civic Centre, West Street Beach in Georgetown, and the A.A. MacDonald Memorial Gardens in Georgetown.*

## 1. COMMUNITY HALL/TOWN OWNED FACILITY RENTAL AGREEMENT FORM

### 1.1 Please Select a facility for this rental

- Cardigan Village Office
- Lower Montague Community Centre
- Georgetown Civic Centre
- West Street Beach
- A.A. MacDonald Memorial Gardens

### 1.2 Contact Information

Organization/Group/Individual Name: \_\_\_\_\_

Address: \_\_\_\_\_ Mailing Address: \_\_\_\_\_

City/Town: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Province: \_\_\_\_\_

Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

### 1.3 Rental Information

Function/Event Date(s): \_\_\_\_\_

Type of Function/Event: \_\_\_\_\_

Event Setup Time: \_\_\_\_\_ Start Time: \_\_\_\_\_ End Time: \_\_\_\_\_

Approximate number of guests: \_\_\_\_\_

### 1.4 Hall/Town Owned Facility Rentals & Fee Schedule

Facility	Rent			
	Resident of Three Rivers			Non-Resident of Three Rivers
	Private Use	Business Use	Non-profit	
Cardigan Village Office	\$50 + HST/day	\$50 + HST/day	No Charge	\$100 + HST/day
Lower Montague Community Centre	\$50 + HST/day	\$50 + HST/day	No Charge	\$100 + HST/day
Georgetown Civic Centre	\$50 + HST/day	\$50 + HST/day	No Charge	\$100 + HST/day
West Street Beach	\$50 + HST/day			
A.A. MacDonald Memorial Gardens	\$50 + HST/day			

Total Charge for this Rental: \$ \_\_\_\_\_

Daily rate from chart above: \$ \_\_\_\_\_

Number of days: x \_\_\_\_\_

HST (15%): \_\_\_\_\_

**Total Charge:** = \$ \_\_\_\_\_

## **TERMS AND CONDITIONS**

This Agreement is subject to the Terms and Conditions outlined on the following pages.

### **2. COMMUNITY HALL RENTAL AREA**

2.1 The Town of Three Rivers agrees that the Lessee may use and occupy the Community Hall on the date(s) of Rental, between the hours set out in section 1.3 above.

### **3. USE**

3.1 The Community Hall shall be used only for the purposes described, and the time specified, in section 1.3. As of the date of this Agreement, the Lessee estimates that the number of guests set out in section 1.3 will attend the Event.

3.2 The Community Hall is made available for rent in an "as is" condition. The rental, including heat settings, must be returned to this state or better before the ending of the said event in section 1.3. The Lessee, at its own cost and expense, shall remove all signs, decorations, and improvements and shall leave the Community Hall in a clean and tidy condition, free from all rubbish, debris, waste, compost, recyclables, unused materials, or combustible materials.

3.3 The Lessee must gather all personal belongings and any items that were brought from outside the facility before leaving the Community Hall Rental by the time set out in the Rental Agreement. The Town of Three Rivers is not responsible for lost, missing, or damaged personal belongings or any items brought from outside the facility to the event.

3.4 The Lessee shall comply at its own expense with all municipal, provincial, and federal sanitary, fire, and safety laws, bylaws, regulations, and requirements pertaining to the Event and Lessee's use of the Community Hall.

3.5 Access to the Community Hall will be facilitated by a community member located in the Community Hall area. If a community member is not available, the lessee will be provided with a code for a lockbox which contains a key. This code is confidential and not to be shared with anyone other than the lessee. The key is to be returned to the lockbox immediately after the function/event.

### **4. RENTALS, PAYMENTS & DEPOSITS**

4.1 The Rental Charge entitles the Lessee to the use of the Community Hall for the time specified.

4.2 The Lessee shall pay the Town of Three Rivers the specified amount set out in section 1.4 upon execution of a Rental Agreement. Payment shall be made prior to the event (no later than the previous business day). Cash or cheque will be accepted at either of the Town of Three River Offices located at 172 Fraser Street, Montague, PE and 36 Kent Street, Georgetown, PE.

4.3 Deposits and payments are refundable if the event is not held.

4.4 The Lessee, in addition to the rental payable hereunder, is responsible for the cost of remedying or restoring all damage or breakage caused by the Lessee, its guests or invitees, which sum shall be added to the rental charges set out in section 1.4 and may be deducted by the Town of Three Rivers from the Damage Deposit referred to in section 1.4.

## **5. LIQUOR, SMOKING & VAPING**

5.1 All rentals held at Three Rivers Community Halls are dry events meaning that no liquor is to be served or consumed at an event. The consumption of alcohol is prohibited in the Hall as well as the parking area and property of the Community Hall Rental. All rentals at the West Street Beach and A.A. MacDonald Memorial Gardens are dry events, unless an approved permit has been issued by the Town of Three Rivers.

5.2 All Community Halls are smoke-free and vape-free facilities. Smoking and vaping are prohibited at all Community Hall Rental Areas. Smoking/Vaping is allowed within vehicles on the property ensuring that they are adhering to provincial regulations.

## **6. NUISANCE**

6.1 The Lessee shall ensure that the event is confined to the Community Hall facility only. The Lessee shall conduct the Event in a lawful and orderly manner and shall not do or permit anything to be done to that may become a nuisance, annoyance, or cause damage or inconvenience to the Community Residents or the building in which the Community Hall is situated.

6.2 The Lessee shall ensure that public address systems, music, or entertainment does not exceed levels of volume, which Three Rivers, in its sole discretion, finds reasonable, nor which exceeds municipal standards.

## **7. RELEASE AND INDEMNITY**

7.1 The Lessee agrees to indemnify and save harmless against the Town of Three Rivers and/or its employees, representatives and council members in respect of all claims for bodily injury or death, property damage, or other loss or damage arising from the event or any act or omission of the Lessee or any agent, employee, invitee, or guest of the Lessee, and in respect of all costs, expenses, and liabilities incurred by the Town of Three Rivers in connection with or arising out of such claims, including the expenses of any actions or proceeding pertaining thereto, and in respect of any of its covenants and obligations under this License Agreement. This indemnity shall survive the expiry or termination of this License Agreement.

7.2 If the Town of Three Rivers is restricted from or unable to supply the Community Hall on the Rental Date during all or any portion of the Rental Hours for reasons beyond the reasonable control of the Town of Three Rivers, the Lessee releases the Town of Three Rivers from all liability, costs, expenses action, claims, or suits. The Lessee does hereby acknowledge and agree that the Town of Three Rivers' maximum liability is limited to an amount equivalent to the Basic Facility Rental as set out in section 1.4.

## **8. PARKING**

8.1 The Lessee, and its agents, employees, invitees, and guests shall park only in areas designated at the Community Hall. The Lessee shall comply with all parking regulations governing such designated areas.

If the Lessee or anyone associated with the Lessee parks vehicles in restricted areas the Town Three Rivers may tow away such vehicles at the Lessee's expense. The Town of Three Rivers is not held liable for any damage, theft or other negligence to vehicles when parked at a Community Hall for any event or at any time.

We, the undersigned agree to the above:

Lessee Signature: \_\_\_\_\_

Town of Three Rivers Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Protection of Privacy - The personal information requested on this form is collected under the authority of Section 11(1)(b) of the Bylaw to Regulate Access to Information and Protection of Personal Information, Three Rivers Bylaw 2020-02, and will be protected under Section 16 of that Bylaw. It will be used for the purpose of renting town-owned facilities.

Direct any questions about this collection to the Access to Information and Protection of Privacy Coordinator, 172 Fraser Street, PO Box 546, Montague, PE C0A 1R0 Phone: (902) 838-2528.