TOWN OF MAPLE CREEK ARMOURY RENTAL AGREEMENT

GENERAL TERMS AND CONDITIONS

- The Armoury Rental Agreement must be signed by a person of legal age (18 years of age or older) and returned to the Town Office at least 10 days prior to the date of the actual booking. The execution of this Agreement by an Applicant or User Group shall not be construed as approval of the booking unless and until approved by the Town of Maple Creek (the "Town"). The Town reserves the right to refuse any bookings. A copy of this Agreement should be retained by the Applicant or User Group during the scheduled event or activity.
- 2) The User Group will have use of the portion of the Town of Maple Creek Armoury booked during the time designated in this Agreement for the approved event or activity, excepting that the Town reserves the right to enter, inspect and maintain the area of the booking at any time and to use or allow the use of such portions of the Town of Maple Creek Armoury which are common areas or are not covered by this Agreement. The User Group shall vacate the Town of Maple Creek Armoury by the end of the scheduled booking.
- 3) Any event or activity with Alcohol which has been approved by the Town, the User Group must:
 - i. Obtain and provide a valid liquor license issued pursuant to the *Gaming and Liquor Act*,
 - ii. Ensure that minors and intoxicated persons are not served alcohol,
 - iii. Ensure that the portion of the Town of Maple Creek Armoury used by the Applicant or User Group is under constant supervision and access is restricted.
 - iv. Comply with the Alcohol Management Policy No. 0130, any other applicable statutes (including the *Gaming and Liquor Act*) regulations, bylaws, policies, standards and codes, and
 - v. Comply with any other terms, conditions, directions or orders of the Town, its officers, employees or agents.
- 4) A condition for the use of the Town of Maple Creek Armoury is that copies of the liquor license, certificate of insurance and any other information required by the Town <u>must</u> be provided by the Applicant or User Group at least 5 days prior to the date of the event or activity, to the satisfaction of the Town.
- The Applicant and User Group are responsible for the behavior and conduct of all spectators, participants, guests, invitees, officials and others associated with the event or activity, and shall be responsible for any loss, damage to any property (including the Town of Maple Creek Armoury and its contents) and injury to any person (including death) whatsoever arising from the use or occupation of the Town of Maple Creek Armoury. The Applicant and User Group agree to indemnify, defend and hold harmless the Town of Maple Creek, its officers, servants, employees, contractors, agents and elected officials from and against any and all actions, suits, claims, proceedings, liabilities, damages, costs (including solicitor and client costs) and expenses in connection with any loss, property damage or personal injury (including death) whatsoever arising from the user Group's use or occupation of the Town of Maple Creek Armoury except to the degree that such loss, property damage or personal injury is caused by the negligent acts or omissions of the Town.

- 6) The Town of Maple Creek Armoury is provided on an "as is" basis. A refundable damage deposit (\$300) will be required for events and activities where alcohol is being served. This damage deposit must be paid the date of booking the event or activity. The Town may apply the damage deposit to the cost of the repair of any damage to the Town of Maple Creek Armoury or its contents arising from the use or occupation of the Town of Maple Creek Armoury by the User Group or Applicant.

 The Town of Maple Creek Parks, Recreation and Facility Manager shall complete a walk through with the Applicant or User Group when the key is issued prior to the event.
- 7) All litter, refuse and garbage must be removed from the portion of the Town of Maple Creek Armoury in use, the common areas and the parking areas immediately after use. The Town of Maple Creek Armoury shall be left in a clean condition, tables and chairs returned to the position they were in, garbage cans emptied, empty bottles and cans removed, and floors swept. Any damage or problems encountered during the scheduled activity in the Town of Maple Creek Armoury must be reported immediately to the Town's Facility Manager by the Applicant or User Group.
- 8) The Town reserves the right to terminate this Agreement and require the Town of Maple Creek Armoury to be vacated at any time if the Facilities Manager or designate determines, at his or her discretion, that the terms and conditions of this Agreement are not being satisfied or if there is a potential risk of property damage or personal injury.
- 9) Written notice of cancellation is required THIRTY (30) days prior to the date of the booking for the Town of Maple Creek Armoury. Failure to provide this written notice within the time limit required will result in the Applicant or User Group being charged a \$100.00 cancellation fee.
- 10) Candles **cannot** be used in the Town of Maple Creek Armoury.
- 11) The Town of Maple Creek Armoury is a non-smoking facility. Each Applicant or User Group is responsible for ensuring their participants, guests, invitees, officials and others associated with the event or activity do not smoke in or within 3 meters of the building.

IF YOU HAVE ANY QUESTIONS OR CONCERNS, CONTACT THE MAPLE CREEK TOWN OFFICE AT 306-662-2244, MONDAY THROUGH FRIDAY, 8:30 AM – 4:30 PM.

Public Works emergency number 306-662-7333

USER INFORMATION AND TERMS OF USE FOR THE TOWN OF MAPLE CREEK ARMOURY

Name of User Group:		
Name of Applicant:		
Address:		
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Telephone Numbers:	Home:	Business:
Identify Areas in Use:		
Event or Activity:		
Date of Event/Activity:		
Rental Fee:		
Terms of the Agreement:		
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THIS AGREEMENT MAY BE EXECUTED BY FAX (306-662-4131) or email to reception@maplecreek.ca		
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I have read and understand this out within the terms and condition RATES: Weekend Package/ 3 Day Hall (9:00 am – end of	Agreement and I agree to the tensors: y (Fri @ noon to Sun @ 5 pm)	erms and conditions as set \$450.00 \$250.00 per day
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MAILING ADDRESS:

Box 428 Maple Creek, SK S0N 1N0

THE ARMOURY, 502 MARSH STREET

