Community Hall Rental Policy & Agreement

Date Approved by Council: 2024-09-17 Resolution No: F-24-09-186

Lead Role: Administration & Community Hall Board Replaces: n/a

Last Review Date: September 2024 Next Review Date: September 2027

Policy Statement

The Village of Frobisher (the "Village") strives to use the Frobisher Community Hall (the “Hall”) to provide a space that is available for events, either public or private, that benefit those who reside in the Village and its surrounding area. This policy lists the expectations of those who enter into an agreement to rent the Hall.

Procedures

1) Applicant Responsibilities

a. Complete the Agreement, attached as Schedule “A”.
b. Pay required fees as listed in Schedule “B”, attached.
c. Set-up and take-down are the responsibility of the Applicant.
d. Decorations are to be hung with “sticky tack” only. Use of tape, staples, push pins, etc. is prohibited.
e. Use of candles, confetti, sparkles, and glitter is prohibited.
f. Doorways must always be kept clear of obstructions at all times.
g. Clean-up is the responsibility of the Applicant and must be completed immediately following the event. The following is a list of tasks that shall be completed:
    i) All tables and chairs must be cleaned and stacked in the location which they came from.
    ii) Kitchen is tidy and in proper order; counters, sinks, stoves, and fridges must be cleaned. Fridge must be emptied of all contents that you brought into the Hall.
    iii) Dishes, pots, cutlery, coffee urn, etc. must be washed, dried, and returned to the appropriate location.
    iv) Washroom counters, mirrors, sinks, and toilets must be cleaned. Toilet must be free of any form of blockage and flushed. Please ensure no toilet is left “running”.
    v) All garbage must be securely bagged and placed in the outdoor garbage receptacle.
    vi) All floors shall be swept and mopped. Please mop any spills as soon as they happen.
    vii) All lights must be turned off
    viii) All windows and doors must be securely closed and locked.
h. All set-up/take-down and cleaning/sanitizing is to be completed during the rental timeframe written in the Agreement.
i. If the cleaning/sanitizing, as listed above, is not completed to the satisfaction of the Village or its representative a cleaning fee will be charged.
j. Report any noted damages in the Hall, whether they happened during your event or not.
k. Ensure the heating & cooling system is left at a temperature of 18°C.

2) Regulations

a. The Hall will only be rented to persons aged 18-years and older. The Applicant(s) shall be in attendance for the duration of the function being held at the Hall.

b. The Applicant is not permitted to sublet or assign the use of the Hall to any other persons or organizations without prior consent of the Village.

c. The Hall will be used for the permitted use listed on the Agreement and no other purpose

d. The Hall will be booked on a first come first served basis. The applicant who provides a deposit first will be granted access to the Hall first for their date of choice.

e. If alcohol is being served and/or consumed at the event, the Applicant must obtain a valid SLGA special occasion permit which shall be posted in the Hall prior to the start of the event and must remain visible throughout the event.

f. All events must end by 2:00 a.m., the Hall must be vacated by 2:30 a.m.

g. The Hall is a non-smoking facility. Smoking of any kind and vaping are strictly prohibited.

h. All individuals or groups renting the Hall must adhere to the terms listed in this Policy and the Agreement attached as Schedule “A”.

i. Failure to adhere to this Policy resulting in damage to the Hall or its contents may result in damage deposits being retained by the Village. Any costs for damage to the building and its contents, the property, or equipment, that exceed the damage deposit will be charged to the Applicant.

j. The Village shall have access to the Hall at all times and may enter the property at any time to inspect the state of repair, ensure compliance with the Agreement, or any other reason.

3) Insurance

The Village of Frobisher has insurance that protects the Village, this insurance does not extend to those renting the Hall. In the event of damage or injury occurring during a private rental function, the Applicant may be held liable. Therefore, the Applicant is required to have liability insurance in place prior to the event beginning. The Village must be named as an additional insured on the Applicant’s insurance policy. Proof of insurance must be provided to the Village by the Applicant.

Insurance can be purchased through an insurance agent of the Applicant’s choice or Instant Risk Coverage using the following website: Login (instantriskcoverage.com) for more information on Instant Risk Coverage insurance please contact the Village Administrator.

4) Cancellations & Refunds

In order to cancel a Hall booking, the Applicant shall provide written notice to the Village at least 48 hours prior to their booking. Hall bookings that are cancelled with the required 48 hours of notice will be refunded at a rate of 100% of the original rental rate. An applicant who cancels a booking without providing 48 hours notice will not be offered a refund. Under either circumstance, a full refund for damage and key deposits will be provided.

The Village of Frobisher, its servants, officers or agents shall not be liable of or obliged to compensate the Applicant for any loss whatsoever, sustained as a result of the building not being available or suitable for the purposes of the Applicant by reasons of mechanical or other failure of equipment, fire, labour strikes, any acts of God or any other occurrences which could not be have been reasonably foreseen or prevented.

Schedule "A" – Rental Agreement

Policy 500-008 – Community Hall Rental Policy & Agreement

This Agreement (the "Agreement") dated the ____ day of _____, 20____.

BETWEEN:

The Village of Frobisher (the "Village")

PO Box 190 Bienfait SK S0C 0M0

Phone: 306-388-2323 ext.3 Email: office@villagefrobisher.ca

and

the "Applicant"

Applicant(s) Name(s): _____

Address: _____

City/Town/Village: _____ Province: _____ Postal Code: _____

Telephone: _____ Email: _____

_____ Email: _____

The Village and Applicant have agreed that the Applicant may use the Village lands, property, and premises described as Lot 20 Blk 4 Plan 41749 a/o 306 Third Street (the "Hall") for the purpose, during the time, and on the terms and conditions set out in this Agreement.

Rental Details

Type of Event: _____

Date of Rental: _____ Time: _____ Number of People: _____

Will liquor be served at the event? ☐ Yes ☐ No Note: A liquor permit is required and must be posted in the Hall prior to the start of the event.

Special Request(s): _____

_____

_____

_____

Rent for Hall: $_____ Deposits: Hall $_____ Key $_____ Total to be paid $_____

Schedule "A" – Rental Agreement

Policy 500-008 – Community Hall Rental Policy & Agreement

I have read, agree to, and accept the terms and conditions of this Agreement as listed in *Policy 500-008 Community Hall Rental Policy & Agreement* and attached schedules.

Applicant Responsible for Compliance with Laws and Rules
The Applicant covenants and agrees that it shall, at all times, comply with the common law and all statues, regulations, by-laws, orders, permits, guidelines, licences, approvals, consents, and other laws of governmental authorities (collectively, "Laws") applicable to the Hall, its use, the Applicant, Village, or operations at the Property. Without limiting the foregoing, the Applicant covenants and agrees to, at the Applicant's expense: obtain, prior to commencing to carry on the Permitted Use at the Premises, all permits, consents, licences, and approvals required from governmental authorities or other parties for the Premises or the Applicant for the Applicant to carry on the Permitted Use at the Premises in compliance with all Laws, and, at the Village's request, provide copies of such obtained permits, consents, licences, and approvals to the Village prior to commencing the Permitted Use.

Release
The Applicant hereby releases the Village from all liability (including costs) for loss of, damage, or injury to the Applicant, other people or entities, the Applicant's property, or the property of other people or entities connected to or resulting from: (a) the Applicant's occupation, use, and operations at the Licensed Premises; (b) the Applicant's use of the Hall; (c) the granting or exercise of the Applicant's rights or performance of its obligations under this Agreement; or (d) a breach of this Agreement by the Applicant.

Indemnity
The Applicant hereby indemnifies and holds harmless the Village from and against any and all claims, costs, and other liabilities whatsoever that any or all of them may incur in connection with damage to or loss of any property or bodily or personal injury to or the death of any person or entity or any other type of claim, loss, or damage arising from, in connection with, or resulting from the Village granting this Agreement. The preceding indemnity Agreement shall apply to the Applicant or anyone that the Applicant is responsible for in law, and such injury, damage, costs, or other liabilities which are caused by the Village's gross negligence or the gross negligence of the Village's representatives, employees, contractors, or those for whom it is responsible for in law.

Signature of Applicant(s): _____ _____

Village of Frobisher Signature: _____

For Office Use Only

Application: ☐ Approved ☐ Declined, Reason: _____

Payment & Deposit Collected: ☐ Yes Proof of Insurance Provided: ☐ Yes

Post-Event Refund Issued: ☐ Yes ☐ No Key Returned: ☐ Yes

Reason refund withheld: _____

Schedule "B" – Fees

Policy 500-008 – Community Hall Rental Policy & Agreement

Rental Fees

1) Private Events
   - Day rate – 8:00 a.m. - 5:00 p.m.: $100
   - Evening rate – 6:00 p.m. - 2:00 a.m.: $100
   - Full Day – 8:00 a.m. - 2:00 a.m. following day: $200
   - Weekend – Friday at noon to Sunday at noon: $400

   Note: Set-up, tear-down, and Clean-up are to be completed during the selected timeframe.

2) Private Re-occurring events – price to be arranged with Council on a case-by-case basis.

3) Village Non-profit Community Group Events – 50% of the rate for a private event.

4) Village of Frobisher meetings or events, e.g., election, public meetings, etc. – no charge.

Deposit Fees

Deposit fees are to be paid via a post-dated cheque

1) Hall Rental Damage Deposit $200

2) Key Deposit $50

Cleaning Fee

1) $200 per event; or
2) At cost if the Hall is left in a sate of extreme uncleanliness or damage is found.

   These fees are only applicable if the Hall is not left in the same or better condition than which it was found.