



Local Urban District of Richer Hall

Rental Agreement and Application Form

Applicant Information			
Renter Name: (Organization)			
Contact Person**:			
Physical Address:			
Full Mailing Address:			
Email Address:			
Home Phone #:		Cell #:	

**Contact person should be the individual in attendance on the rental date and whom to contact for emergency purposes.

Rental Request	
Rental Date(s) and Times (Inclusive of setup & cleanup)	<input type="checkbox"/> Date of Rental _____ From (time) _____ until _____ <i>(including setup & cleanup time)</i> <input type="checkbox"/> Recurring Rental Repeats: _____ Until: _____ From (time) _____ until _____ <i>(including setup & cleanup time)</i> Notes:
Purpose of Rental	
# of attendees	(indicate the maximum # of anticipated attendees)

Definitions

Renter/Applicant: means the person signing the liability waiver and/or rental agreement for the non-profit group they represent, undertaking the responsibility for the building while being used for the purposes as requested.

Declaration

I DECLARE THAT

- ◆ I am a duly authorized representative having legal and/or financial signing authority for the above organization.
- ◆ In the event of breach of this Rental Agreement and legal action is commenced, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs incurred.
- ◆ The Applicant represents and warrants that all information contained in this application and all supporting documents is true and accurate, and has read, understands, and will comply with the Rental Terms and Conditions attached to this application.
- ◆ The attached Terms and Conditions are incorporated herein by this reference and made a part of this Rental Agreement.
- ◆ I will not be permitted use of the facilities unless I accept the terms and conditions printed herein.
- ◆ The applicant hereby agrees to indemnify and save the RM of Ste. Anne harmless from all claims arising from the event.
- ◆ **By signing below, I, the renter, agree to the terms and conditions of this rental agreement**

Signature *Date*

Name (Please Print)

Office Use Only:

Rental Date(s):		Return Condition:	
Signed Waiver Returned		Access Code #:	

Introduction

The purpose of the terms and conditions listed in this application and agreement is to manage and reduce the risk of injury to persons using RM facilities. The RM of Ste. Anne acknowledges that facilities are an integral part of the community. It is to the benefit of the individual/group wishing to use RM property to take all reasonable steps to reduce the risk of such injury. The RM of Ste. Anne, therefore, requires that you (the user/applicant, herein referred to as Applicant) demonstrate to the satisfaction of the RM of Ste. Anne that there will be sufficient controls in place to follow the conditions of the agreement and prevent foreseeable harm or property damage related to activities at the event. The RM of Ste. Anne has developed this user policy/agreement in order to:

- Establish rules for the use and operation of RM facilities by outside organizations or groups.
- Promote safe, responsible use of these facilities
- Reduce the risk of injury/property damage and subsequent liability risk.

Even small groups holding low-risk functions may be vulnerable to lawsuits for injuries that arise out of their activities. User groups and their organizers may not be covered under the RM of Ste. Anne's liability insurance and should therefore obtain liability insurance for their activities or confirm with their insurance broker that they are covered under their homeowner's insurance policy.

Terms and Conditions

1. Prior to access being granted to the facility:
 - a. Rental Agreement and Application must be duly completed, initialed and signed
 - b. Waiver and Release must be duly completed and signedIf these requirements are not met prior to your booking, the RM of Ste. Anne reserves the right to cancel reservations.
2. Reservations or changes thereto should be submitted at least two weeks before the booking date.
3. The event times indicated on this rental agreement are the arrival and departure times and should include all room setup and cleanup time for the event. Applicants are expected to vacate the facility promptly by the time specified on the rental agreement.

General Information

1. Applicant is responsible for reading all information and complying with all rules and regulations.
2. Only non-profit organizations are permitted to use the facility under this temporary policy.
3. The individual signing the Rental Application and Agreement personally guarantees the obligations of the organization or group using the Hall.
4. Rental applications for the Hall will only be accepted during office hours (M-F 8:30 a.m. to 4:30 p.m.) either at the RM of Ste. Anne Office, at 395 Traverse Road, Ste. Anne, Manitoba, telephone (204) 422-5929, or by e-mail general@rmofsteanne.com. This application does not grant any rights to Applicant or authorize Applicant's use of the hall until approved by the RM of Ste. Anne Administration. The RM of Ste. Anne reserves the right to refuse the use of the Hall to any person or group.
5. The RM of Ste. Anne or its administration is not responsible for claims for personal injury, death, or damage to or loss of property relating to the rental of or occurring at the Hall property.
6. The Applicant is certifying, on behalf of the organization applying to rent the facility, that the organization will not discriminate based on race, national origin, religion, sex, age, handicap, or sexual orientation concerning attendees.
7. No animals, except service animals, are allowed in the facility.
8. No smoking, open flames, or vaping are allowed in or around the Hall. Provincial law prohibits smoking within 9 meters of any public entrance.
9. An access code for the facility will be provided to the contact person named on the application. This Code is not to be shared with any other individuals.
10. The Applicant is responsible for advising the Municipal office as early as possible of any deficiencies, lack of supplies, safety hazards, or other issues noticed during the event.
11. Should an emergency arise after hours, please phone the Municipal Office and follow the prompts to be forwarded to the Municipal representative on-call for emergencies.

Facility Information

1. The facility is to be used for holding meetings or training sessions only. No fundraising or other events will be permitted.
2. Reservations will be made on a first-come, first-served basis, except for any Municipal Entity requiring it for municipal purposes, which will have priority.
3. The number of persons in the facility shall not exceed the posted designated occupant load. Facility occupant levels are: **max. 30** (*subject to Building Inspector confirmation – may change*).
4. There is the possibility of power outages during rental events. The RM of Ste. Anne is not responsible or liable for power outages.



5. The rental includes the facility and available equipment only. The rental does not include the grounds or areas outside the facility. Equipment and fixture's in the Hall may not be removed or altered under any circumstance. No structural or electrical changes to the Hall are to be made.
6. Facility equipment includes tables, chairs, coffee maker (not associated supplies), internet.
7. Facility rentals will not be granted, and rental agreements may be cancelled under the following conditions:
 - a. Insufficient notice
 - b. Hazardous activities: When activities are of a hazardous nature and endanger persons or property.
 - c. Prior circumstances: When Applicant has mistreated the facility or violated facility terms and conditions during a prior event.
 - d. Conflict with another facility booking
 - e. Booking requests made are for purposes outside of permitted use
8. Noise levels within the Hall must not violate applicable ordinances.
9. No decorations, signs, banners, et cetera may be placed on the walls unless adhered with painter's tape and must be removed at the end of the event.
10. The facility is to be used only on the date(s), hours, and for the purpose specified.
11. No intoxicating substances are to be brought onto, served, and/or consumed on the premises.
12. Upon vacating the premises, the Applicant is responsible for ensuring the facility is clean, tidy, locked and secured.
13. The Applicant is responsible for all occupants during booking times.

Cancellation Policy

1. Cancellation of bookings by the RM of Ste. Anne will occur if:
 - a. The application is found to contain false or misleading information
 - b. The proposed use would be detrimental to the health, safety, general welfare, or efficient operation of the hall facility
 - c. Should any individual, group, member, or guest willfully or through gross negligence, mistreat the staff, equipment, facility, or violate provincial or local ordinances.
 - d. If Applicant defaults on or has not completed all conditions and requirements for using the facility.
 - e. If the facility is needed for emergency use.
 - f. Circumstances arise that would render it unsafe to allow public use of the building.
 - g. Circumstances arising from natural disasters, power outages, or other unusual situations.
2. The RM of Ste. Anne shall not be liable to the Applicant for damages in excess of the Rental amount for any cancellation or breach by the RM of Ste. Anne.



Cleaning

1. The Applicant is responsible for keeping the building neat and tidy. Each group is REQUIRED to do the following:
 - a. Wipe tables clean, stack smaller chairs, sweep/mop floors if significantly dirty from occupant's use, place all garbage and recycling in containers provided, tidy bathrooms and sinks, clean coffee pot after use, etc.
2. The applicant is liable for the replacement or repair of any fixtures, furniture, or equipment damaged during the use of the facility. Damages will be assessed after use.

Fire Safety Rules

1. All exit doors shall be unlocked and shall not be obstructed by any means.
2. The number of persons in the hall shall not exceed the maximum occupant load.
3. No open flames are permitted.