



Town of Quispamsis Facility Rental Agreement

Town of Quispamsis
12 Landing Court
Quispamsis, NB E2E 4R2
Phone 506-849-5778
Fax 506-849-5799

Email: quispamsis@quispamsis.ca
Website: www.quispamsis.ca

FACILITY (please check one)							
Meenan's Cove Beach House		Meenan's Cove Park		Civic Centre		Civic Centre Kitchen	Arts and Culture Park

Date(s) of Function _____	Time of Function _____ to _____
Event Name _____	Company _____
Primary Contact _____	Phone _____
Alternate Contact _____	Phone _____
E-mail _____	Fax _____
Mailing Address _____	

This Agreement between _____ and the Town of Quispamsis defines the terms and conditions for the rental of the Town of Quispamsis Facilities.

The following terms and conditions apply to all facility rentals:

1. If a Civic Centre rental group requests the use of the kitchen for their event there will be an additional fee.
2. Bookings are to be on a first come first serve basis, and are to be made through the Town of Quispamsis. The full rental fee and damage deposit are to be paid and the rental agreement signed eight weeks in advance of the booking, otherwise the booking is considered cancelled.
3. A damage deposit of \$250 and 50% of total rental fee will be required for ALL rentals at the time of booking. The damage deposit can be refunded five business days after the rental date, provided no damage has occurred. The 50% of total rental fee is NON-REFUNDABLE.
4. If any damage occurs to the building or site or any equipment within, the cost of repair or replacement will be deducted from the damage deposit (see FACILITY CHECKLIST). If the cost of said items exceeds the damage deposit, the balance will be charged to the rental group.
5. In order to cancel a booking, notice in writing must be given to the Town of Quispamsis at least 8 WEEKS before the rental date. Otherwise, the whole rental fee will be forfeited, and only the damage deposit will be refunded.
6. Only persons 19 years of age or older may rent the facilities. Identification is required.
7. All activities are to be confined to the specific area rented.
8. If alcoholic beverages are to be served, a permit must be obtained from the Department of Public Safety in Fredericton. *{Note: Alcohol is NOT to be stored on the premises in advance of the day of the event.}*
9. All late time-slot rentals activities are to be completed, building restored to order and the building vacated by 1:00 a.m.
10. The rental group is responsible for all equipment, including damaged, lost or stolen items, and agrees not to hold the Town of Quispamsis responsible for any injury or loss of personal belongings. The rental group covenants and agrees to indemnify and save harmless the Town of Quispamsis of and from any and all manner of claims, damages, loss, costs and charges whatsoever occasioned to, or suffered by, or imposed upon the Town or its property, either directly or indirectly in respect of any matter or thing in consequence of or in connection with or arising out of the rental group's occupancy or use of the said premises hereby demised or out of any operation in connection therewith or arising or in respect of any accident, damage or injury to any person, or property, from or on account of the same. The rental group's covenants for indemnity herein contained shall extend to all damages and claims for damages by reason of improper or faulty erections, or construction of structures hereafter erected or installed on or in the said premises or in connection therewith by the rental group, his or its servants or agents, and by reason or any insufficiency in said structures and whether or not same have been approved by the Town, its servants or agents.
11. Equipment is brought into the facility, is to be removed immediately following the event. The Town will not accept responsibility for items left overnight within the facility. For exceptions, please contact Facilities Manager at 849-5735.
12. No foreign substances are to be placed on the floor, e.g., powdered wax, sand, etc., or any other substance used for dancing. "Smoke" or "Fog" machines and throwing of confetti or rice are not permitted.
13. Decorations/signs are to be attached by removable tape only. Tacks, nails, or staples are not allowed in walls or on tables or chairs.
14. The rental group shall be entitled to have free use of all parking facilities connecting the said premises in common with others lawfully entitled thereto, including patrons of all facilities.
15. As per the Smoke-Free Places Act, all Town-owned facilities are smoke free. Smoking, vaping, and e-cigarettes are not permitted in Town-owned facilities.
16. The rental group shall, during the term of the rental, ensure all the fire exits of the said premises are kept open and free from obstructions.
17. The rental group will not allow anything to be done or permit anything to be carried out upon the said premises which is illegal and may cause any increased premium for fire insurance on the said premises, or which may make void or voidable any policy of insurance, but in such event the rental group shall thereupon pay to the Town, on demand as additional rent, an amount equivalent to the difference between the current premium and the increased premium.
18. It is the responsibility of the rental group to be aware of the equipment and supplies available at the facility as well as their location. After hours calls may be subject to a surcharge if a staff call-in is required.
19. On completion of activities, any supplies used are to be cleaned and returned to their proper places, tables cleaned off, tables and chairs stacked in the proper location, floor swept, and garbage placed in garbage bin located outside of facility. When through, turn off lights in rental area and in washrooms, make sure toilets and sinks are not left running, close all windows, and ensure the rental premises are secure on departure.
20. Key(s) must be picked up three days prior to the rental date at the Town Hall, during regular office hours (8:00 a.m. – 4:30 p.m. Monday through Friday). The keys should be returned to the office or drop box at Town Hall within three business days. **Please Initial:** _____
 - a. If the facility is accessed before the date and time booked the renter will be responsible for payment of date and time the facility is accessed.
21. Rental groups for Meenan's Cove Park groups should not exceed 300 persons.
22. The use of open flame devices and candles are not permitted.
23. The Town of Quispamsis reserves the right to enforce security at the Renter's expense when an event necessitates such arrangements. To ensure safety, security shall be arranged prior to the rental
24. Any deviation from the policies herein established shall be referred to the Quispamsis Town Council.

25. Insurance:

I have insurance (if you carry Commercial General Liability Insurance please provide a copy with the addition of the Town of Quispamsis as insured, you must have no less the \$5 million per occurrence against all claims for bodily/personal injury including and resulting in death and property damage)

- Proof of insurance is required no later than 8 weeks before rental date, insurance must remain in effect for the duration of the rental period.

I would like to purchase insurance from the Town of Quispamsis (see Facility User Liability Insurance Coverage rate chart and other documents on our website. www.quispamsis.ca)

- Purchase of the Facility User Liability Insurance coverage must be done at the time of booking if no other insurance is in place.

26. The Town of Quispamsis reserves the right to cancel this agreement or any reserved/booked times upon notification, or by reason beyond the control of the Town of Quispamsis, (weather, power outages, mechanical failure, Emergency or any other unforeseen conditions). Any monies paid for cancelled times will be refunded or credited to your account.

I, _____, a member of _____
NAME RENTAL GROUP, IF APPLICABLE
have hereby read and understand all policies herein; have paid the rental fee and damage deposit as laid out by Quispamsis Town Council and agree to abide by the above conditions on _____, for _____.
RENTAL DATE TYPE OF EVENT

Any group or person that fails to provide complete and honest information in respect to their intended use will have their contract cancelled, and will lose all money on deposit. The Town reserves the right to cancel the contract at any time for any breach of a term of this contract.

The personal information gathered on this form is voluntarily provided by individuals. If provided, the information will be used or disclosed only for the purposes for which it was collected in accordance with the *New Brunswick Right to Information and Protection of Privacy Act*. If you have any questions regarding the collection and use of this information, please contact the Parks and Facilities Manager for the Town of Quispamsis at (506) 849-5735.

SIGNATURE

FULL MAILING ADDRESS

PHONE NUMBER

*** FOR OFFICE USE ONLY ***

Damage Deposit Fee (\$250) and 50% non-refundable rental fee

Paid On _____

Total Rental Fee \$ _____ (hst)

Receipt Number _____

Insurance \$ _____ Damage Deposit \$ _____

Paid On _____

Total Paid \$ _____

Paid By _____

Paid By _____

Method _____

Receipt Number _____

Credit Card Number _____

Identification _____

Expiry Date _____ Original Auth# _____

Key# _____ Date Picked Up _____

Date Released _____

Date Returned _____

Received copy of customer's insurance plan (Town of Quispamsis listed as additional insurer) copy is on file

Purchased insurance – How many people attending _____ How many days rented _____ Amount \$ _____

Received copy of customer's Special Occasions permit, copy is on file

If person paying the invoice for the above contract does not have the same address as the person signing contract, please record address here:

We received notification the said facility was left in good condition with no damage, and hereby authorize the release of the damage deposit.

We received notification Damage has occurred at the above noted facility, and the Town of Quispamsis has been duly reimbursed for said damage.

DATE

TOWN REPRESENTATIVE