



Town Facility Rental Agreement

Justina Centre – Community Centre

BETWEEN: THE TOWN COUNCIL OF THE TOWN OF LOGY BAY-MIDDLE COVE-OUTER COVE,
a municipality continued and existing pursuant to the Municipalities Act, 1999,
SNL 1999 c. M-24 (hereinafter called the “Town”)

AND: _____
(hereinafter called the "Renter")

WHEREAS the Town is the owner of the facility (the **“Facility”**) identified in the attached invoice and/or schedule (the **“Invoice”**) which the Town has agreed to rent to the Renter pursuant hereto, all subject to the terms and conditions of this Agreement;

NOW THEREFORE in consideration of the respective covenants and agreements of the Town and the Renter contained herein and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) it is hereby agreed as follows:

1. Agreement to Rent

The Renter agrees to rent the Facility from the Town for the dates/times, and at the rental fee, outlined in the Invoice.

2. Schedule

- 2.1 Subject to the terms and conditions contained herein, the Facility shall be made available to the Renter in accordance with the detailed schedule included in the Invoice.
- 2.2 If the dates and times are outlined on the invoice as “firm” then the renter reserves the right to avail of these timeslots as outlined and should not lose any time unless the Town has reason in which falls under a Special Event indicated below.
- 2.3 If the dates and times on the invoice are outlined as “tentative”, then the renter reserves the right to utilize these timeslots on a week-to-week basis as they become available. “Tentative” timeslots are reserved for Town Recreational purposes such as, programming, events, community groups, etc.
- 2.4 The Town reserves the right to avail of any timeslots that are outlined as “tentative” at any given moment when needed. The Town will advise the renter utilizing that timeslot, if any, as soon as possible of loss time.

- 2.5 All rental times include time for setup and take down that may be required by the Renter. No additional rental time will be given to the Renter, for setup, take down or otherwise, in addition to that specifically provided for in the Invoice.**

Should additional time be required outside the signing of this agreement, the renter shall request, in writing, the specific the additional time, to be approved by the Town. Should the extra time be available and approved, the renter will be charged accordingly with the additional amount invoiced to the renter.

3. Special Events/Additional Rentals

- 3.1 The Town reserves the right to bump any user group, including the Renter, to accommodate municipal events and/or special events approved by the Town. If this is necessary, the Renter will not be financially responsible for the hours lost. If the Renter has paid in advance for any such time, it will be refunded and/or credited for the lost rental time. The Renter agrees that the Town will not otherwise be responsible to the Renter for any other compensation, costs or damages in respect of any such lost time.
- 3.2 If a rental is bumped due to approval of additional time for special events/competitions, the Renter will be notified as soon as possible by the Town.

4. Insurance/Liability

- 4.1 If the Renter is an individual, he/she must be an adult who is twenty-five (25) years of age or older. If the use of the Facility by the Renter will involve the participation of individuals under the age of nineteen (19), the Renter must be present and supervising at all times during the use of the Facility. **initial**
- 4.2 The Renter agrees that the Town, including its employees, councillors and agents, will not be responsible for any injury to any person or persons whatsoever, including death, which occurs during the Renter's use of the Facility, or for any damage to, or loss of, the property of the Renter or to any employee, servant, agent, patron or invitee of the Renter (the "Liabilities"). The Renter alone shall be responsible for any such Liabilities and hereby releases the Town in respect thereof, unless such Liabilities are caused by the negligent acts or omissions of the Town or those for whom the Town is responsible. **initial**

5. Standard Rental Protocol and Usage

- 5.1 The Renter agrees that at all times while using the Facility, it will comply, and will ensure compliance of its participants with, all laws, by-laws, statutes, orders and regulations of all governmental authorities having jurisdiction, and all of the Town's rules and regulations in respect of the Facility, as enacted from time to time.
- 5.2 Town equipment shall not be used by the Renter or its participants unless the usage thereof was included in the Renter's rental request and approved by the Town.

- 5.3 The Renter shall be responsible for returning the Facility to the Town at the end of each usage thereof in the same condition as they were at the commencement of the usage. Without limiting the generality of the foregoing, the Renter agrees to ensure that the Facility is free of debris and garbage that was brought into the Facility by the Renter or its employees, servants, agents' patrons, participants and invitees.
- 5.4 The Renter shall be responsible for any damage to the Facility or the equipment located therein occasioned by the Renter's use of the Facility or by reason of any matter or thing done, permitted or omitted to be done by the Renter or its employees, servants, agents, patrons, participants or invitees.
- 5.5 Smoking is not permitted at the Facility as per the Town's No Smoking Policy.
- 5.6 The use or possession of illegal drugs/substances or weapons is not permitted at the Facility. The unauthorized use of alcohol is strictly prohibited. Consumption of alcohol must follow the liquor license issued to the Town. No outside alcohol is permitted inside the building.
- 5.7 The Renter is responsible for making its employees, servants, agents, patrons, participants and invitees aware of the terms and conditions of this Agreement. Noncompliance with the terms and conditions of this Agreement by the Renter's employees, servants, agents, patrons, participants or invitees shall constitute non-compliance by the Renter and may result in the termination of this Agreement, at the discretion of the Town.
- 5.8 The Renter is prohibited from transferring any or all of its rental times/spaces to another group, organization or individual without the prior written consent of the Town, which consent shall be at the sole discretion of the Town.

5.9 LIQUOR LICENSE AND BAR SERVICE (FOR BAR FUNCTIONS & EVENTS)

The Justina Centre is a liquor-licenced facility. If your rental will include the provision of alcohol, then the following conditions must be met:

- For all rentals with bar service, minors are **NOT** permitted on the premises unless the renter has completed an *Application for Approval for Minors on Licenced Premises Form*, as required by the Newfoundland Liquor Corporation. If you are approved to have minors on the premises by the NLC, then they must be accompanied by a parent/guardian and leave the premises by 9:00 pm. There will be an additional \$50 fee for this service.
- Weddings are EXEMPT from this regulation and minors may attend weddings with no time limit and no need for additional paperwork.
- All alcohol must be purchased through the Justina Centre bar.



- Renters are **NOT** permitted to bring any personal alcohol onto the Kelly Park grounds or the Justina Centre. This includes wine for wedding favors, table placements, etc. If you wish to purchase table wine for your function, please contact the Town at 726-7930 Ext 104. All wine orders must be placed at least two weeks prior to rental date. Additional charges will apply.
 - If Justina Centre staff become aware that your guests are bringing their own alcohol onto the premises, the event may be shut down and the renter's damage deposit will be forfeited.
 - There is no alcohol permitted on the Justina Centre deck. All alcoholic beverages must be consumed inside the building; and remain inside the building.
 - The Justina Centre bar accepts cash, credit and debit as forms of payment. Please note there is **NO** ATM on site.
- 5.10 All decorations, dishes, items owned by the renters, caterers, decorators, contractors, etc. and garbage must be removed from the facility prior to the end of the allotted rental time.
- 5.11 The propane stove must **NOT** be used as counter space, specifically the hard- topped grill surface. The pilot light is on at all times which generates a small amount of heat.
- 5.12 Children must be supervised at all times (paying special attention to the kitchen where there is a commercial stove).
- 5.13 Flame candles are not permitted for use in the Justina Centre.
- 5.14 Recreational equipment such as, but not limited to, bouncy houses, hockey sticks, nets, Velcro walls, and basketball nets are **NOT** permitted inside the Justina Centre.
- 5.15 Items belonging to the Justina Centre are not permitted to be removed from the facility.
- 5.16 If the renter contracts with a third party for catering, the renter will be held responsible if the caterer does not abide by the conditions listed above.
- 5.17 Please be advised that the use of fireworks anywhere on the Kelly Park grounds (including the softball field and soccer field) is **NOT** permitted.
- 5.18 Propane BBQS may be brought and used on the grounds of the Justina Centre at the base of the steps. They are **NOT** permitted on the deck of the Justina Centre. The use of open flame (charcoal or pellet) barbecues are prohibited.



6. Rental Cancellation

- 6.1 The Town reserves the right in its sole discretion to cancel a reservation at any time due to staffing availability or other unforeseen circumstances. Cancellation notices will be issued as far in advance as reasonably possible.
- 6.2 All rental fees will be refunded in full or credited toward a future rental, at the option of Renter, for cancellations initiated by the Town. The Renter agrees that the Town will not otherwise be responsible to the Renter for any other compensation, costs or damages in respect of any such lost time, including but not limited to any costs incurred by the Renter in respect of cancelled rental periods.
- 6.3 Cancellations initiated by the Renter will only result in a refund of money by the Town if:
 - 6.3.1 notice of the cancellation is provided to the Town in writing at least one (1) week prior to the timeslot being cancelled; and
 - 6.3.2 the Town is satisfied, based upon appropriate documentation provided by the Renter, that the cancellation is due to extenuating circumstances.

7. Renter Contact Persons

- 7.1 If required, the Renter shall provide, in writing, a list of contact person(s) and contact information to the Town, and shall inform the Town of any changes to such contact person(s) or their contact information. The Renter hereby agrees that the contact person(s) provided shall be authorized to discuss with the Town information pertaining to the Renter and its use of the Facility.

8. Deposits

- 8.1 For one-time rentals of individual time slots, the Renter agrees to pay a refundable damage deposit to the Town, in the amount requested by the Town. Failure to pay the requested damage deposit will result in termination of this Agreement and the Renter shall not be permitted to use the Facility.
- 8.2 Deposits will be returned to the Renter following the rental provided that the terms and conditions of this Agreement were met by the Renter.
- 8.3 In the event any damage is incurred during the rental period, the damage deposit will be retained and utilized by the Town to rectify any and all damages as a result.

9. Payment Schedule

- 9.1 If the Renter has outstanding balances in respect of a previous season or rental, the Town reserves the right to not allow use of the Facility until such time as all outstanding balances are paid.

- 9.2 For one-time rentals of individual time slots, payment of the rental fee in full is required at the time of booking. Bookings will not be confirmed if payment is not made and failure to make such payment shall entitle the Town to cancel the booking and terminate this Agreement.
- 9.3 For seasonal rentals, the Renter shall pay rental fees monthly, in advance of each month of the season if required. Payment for each month of the season shall be due on or before the first day of the month (in advance).
- 9.4 Payments are to be made in person at the Town Hall by Debit, Cash or Cheque or online through online banking or EMT.
- 9.5 Credit will not be accepted.
- 9.6 The Renter will receive a receipt upon payment being processed.

10. Default

- 10.1 Renter shall be in default ("Default") of this Agreement if any one of the following occurs:
 - 10.1.1 If Renter becomes insolvent, or if any insolvency, receivership or bankruptcy proceedings are commenced by or against Renter;
 - 10.1.2 if Renter assigns or transfers this Agreement or any right or interest therein, without prior written consent of the Town, which may be withheld at the sole discretion of the Town;
 - 10.1.3 If Renter disregards any applicable laws or the lawful requirements of any competent government authority or instructions of the Town;
 - 10.1.4 If Renter fails to provide any documentation that is required by this Agreement, including, but without limiting the foregoing, proof of insurance; or
 - 10.1.5 If Renter defaults in its performance of any term or covenant of this Agreement.
- 10.2 If Renter is in Default, then Town, without prejudice to any other rights or remedies available to it under this Agreement or at law, may terminate this Agreement forthwith by giving written notice of termination to Renter. The Town shall be entitled to keep any portion of the rental fee paid to the time of termination of the Agreement.
- 10.3 The provisions of this Agreement respecting liability and release shall survive the termination of this Agreement and remain enforceable thereafter.

11. Loss of Use of Facility; Force Majeure

- 11.1 Should the Facility or any material part thereof be destroyed or damaged by fire or by any other cause, or if any Event of Force Majeure (defined below) shall render the fulfillment of this Agreement by the Town impracticable, the Town shall not be liable or responsible to Renter for any damage or loss whatsoever caused thereby.

- 11.2 Should the Renter be unable to make use of the Facility due to an Event of Force Majeure, without limiting the terms of Section 11.1 above, neither Renter nor the Town shall have any liability under this Agreement.
- 11.3 The term "Event of Force Majeure" shall mean any and all acts of God, strikes, lockouts, other industrial disturbances, acts of the public enemy, laws, rules and regulations of governmental or quasi-governmental entities, wars or warlike action (whether actual, impending, or expected and whether de jure or de facto), arrest or other restraint of government (civil or military), blockades, insurrections, riots, vandalism, terrorism, epidemics and/or pandemics (including but not limited to COVID-19), lightning, earthquakes, hurricanes, storms, floods, washouts, fire or other casualty, civil disturbances, explosions, breakage, malfunction, non-performance or accidents to equipment or machinery (however caused), threats of bombs or similar interruptions, or any other causes, whether of the kind herein enumerated or otherwise that are not reasonably within the control or caused by the party claiming the right to delay the performance on account of such occurrence; provided, however, in no circumstances shall the monetary inability of a party to perform any covenant, agreement or other obligation contained in this Agreement be construed to be an Event of Force Majeure.

12. Pandemic/Epidemic

- 12.4 The Renter agrees and acknowledges further that the Health Guidelines are subject to change at any time and that the Renter shall be solely responsible for continuously making itself aware of the current and applicable Health Guidelines and for ensuring that its use of the Facility is compliant therewith. The Town shall have no duty nor responsibility to make the Renter aware of the Health Guidelines or any changes thereto nor to ensure that the use of the Facility by the Renter and/or its employees, servants, agents, patrons and invitees is in compliance with the Health Guidelines.
- 12.5 Should the Town issue its own COVID guidelines and/or recommendations regarding the use of the Facility (the "Town Guidelines"), the Renter agrees to abide by same and to ensure that its employees, servants, agents, patrons or invitees abide by same. The issuance of Town Guidelines shall be in addition to the Health Guidelines, and shall not take away from the responsibilities of the Renter hereunder in respect to the Health Guidelines.
- 12.6 Town guidelines, if developed, will be at minimum, equal to public health guidelines. If Town issued guidelines are implements and are more stringent than those of public health guidelines, then the more stringent guidelines will apply.
- 12.7 The Renter agrees that its responsibilities hereunder shall not be impacted or lessened by:
- 12.7.1 the submission to the Town of the Renter's guidelines and/or plans respecting compliance with the Health Guidelines; or
- 12.7.2 the issuance by the Town of any Town Guidelines.

- 12.8 The Town shall not be liable for any failure on the part of the Renter or its employees, servants, agents, patrons or invitees to abide by the Health Guidelines and/or Town Guidelines, and the Renter hereby releases the Town from any and all damages, expenses, costs, losses, injuries and/or liabilities incurred by the Renter in respect thereof.
- 12.9 Notwithstanding the foregoing, if, in the opinion of the Town, the Renter's use of the Facility is not in strict compliance with the Health Guidelines and/or Town Guidelines, the Town shall have the right to discontinue the Renter's use of the Facility, without any liability for any damages, expenses, costs, losses, injuries and/or liabilities incurred by the Renter as a result thereof.
- 12.10 Should the Town be required to cancel the rental or any portion thereof due to the Health Guidelines, or should the Town, in its own discretion, determine that the cancellation of the rental or any portion thereof is prudent due to issues related to any health emergency, the Renter shall be refunded any portion of the rental fee paid for the cancelled rental period(s), but otherwise the Town shall not be liable or responsible to Renter for any damage or loss whatsoever resulting therefrom.
- 12.11 Provided that the Town makes reasonable efforts to meet the requirements of the Guidelines applicable to its ownership of the Facility, the Town shall not be liable for any damages related to the contraction of COVID-19 by any employee, participant or invitee of the Renter and the Renter hereby releases the Town from any and all damages, expenses, costs, losses, injuries and/or liabilities incurred by the Renter in respect thereof.
- 12.12 The Town reserves the right to identify groups of individuals accessing and/or using the Facility pursuant to this Agreement, including, but not limited to, employees of the Renter and participants in the programs offered by the Renter using the Facility, which will be required sign the Town's form of Release of Liability and Waiver of Claims (the "Waiver") prior to accessing or using the Facility. If so requested, the Renter shall not allow individuals from any such identified groups to use the Facility prior to execution of the Waiver, and the Renter releases the Town from any and all damages, expenses, costs, losses, injuries and/or liabilities incurred by the Renter in respect thereof. The Renter shall provide the Town with copies of the Waiver executed by such individuals.
- 12.13 The Renter shall be solely responsible for acquiring such insurance as it or its insurance advisor deems necessary or advisable in respect of the public health issues which are the subject of the Health Guidelines.

13. Privacy Notice

- 13.1 Any personal information in this form is being collected under the authority of section 61(c) of the Access to Information and Protection of Privacy Act, 2015, for the purpose of rentals and program and service delivery with the Town.
- 13.2 Please note that the information you provide may be the subject to an Access to Information request. Any identifying information beyond your name (civic address, email, or other contact



information) will be redacted, and will become a matter of public record should the Town receive such a request.

- 13.3 If you have any questions about the collection, use and disclosure of your personal information, please contact the Town (709) 726-7930.



14. Submission of Documents

14.1 The following items shall be submitted with this Agreement:

- ☐ Completed Rental Application Form
- ☐ Payment
- ☐ Any other documentation required by the Town at the time of booking

SIGNED this ____ day of _____, 20 ____.

If the Renter is a corporation or other organization, please sign below:

Signed in the presence of:

Insert Legal Name of Renter: _____

Per: Witness name: _____

Name:

Title:

I have the authority to bind the Renter

If the Renter is an individual, please sign below:

Signed in the presence of:

Witness name: _____

Name of Renter: _____



Complete, save, and submit this form along with the signed rental agreement and any other required documents as outlined by the Town.

Renter Name:		
Group Name (if applicable):		
Name of Contact Person:		
Contact Information:	Email: Phone:	
Complete Mailing Address:	Street/PO Box: City/Town: Postal Code:	
Facility Requested:	<input type="radio"/> Justina Centre <input type="radio"/> Kelly Park	
Area(s) Required:	<input type="radio"/> Lower Level (JC) <input type="radio"/> Upper Level (JC) <input type="radio"/> Sports Field (Soccer and/or Softball Field) <input type="radio"/> Other	
Bar Service Required:	<input type="radio"/> Yes <input type="radio"/> No	
Start Date:	From (time) to (time)	
End: Date:	Monday to Tuesday to Wednesday to Thursday to Friday to Saturday to Sunday to	
Times on the right must be reflective of any required arrival/setup period and any clean up/departure time. E.g., booking 7:00-8:00 does not permit accessing 6:45-8:15.		
Type of activity/event being undertaken and/or any other comments		
Groups/Renters are responsible to be aware of the "Insurance / Liability" section in this agreement and have initialed both section 4.1 and 4.2.		
Rate: (Office Use)		
Town Signature:	Date:	