

FCSS KITCHEN RENTAL TERMS & CONDITIONS

1. **Parties to this Agreement** means the Town and the Licensee. **Licensee** means the person that enters into this Agreement with the Town. **Town** means the Town of St. Paul.
2. **Entire Agreement.** The attached Rental receipt(s) and these Terms and Conditions form the entire Agreement between the Parties with respect to this Facility Rental, and any other documents, agreements, or representations of any kind predating this Agreement shall be considered void. The Licensee's obligations hereunder shall not merge or be terminated by any Agreement cancellation resulting under the terms of this Agreement.
3. **Facilities** means those Town owned or operated venues, including grounds and equipment, which are listed for inclusion in this Agreement. Facilities may also include any dressing rooms and similar amenities commonly associated with a Facility (and as identified by the Town for Licensee use in accordance with this Agreement). Unless expressly stated, the Facilities shall not include concession areas, meeting rooms, offices, mechanical and maintenance areas, and any other area of the Facilities to which access is restricted or prohibited, or which the Town designates as off limits, for any reason, in its sole discretion.
4. **Bookings and Rentals.** **Booking** means an individual Facility time slot that is dedicated to a specific Licensee. An example of a Booking is "Minor Hockey on March 12, 2007 from 8:00 am to 9:00 am in the arena". **Rentals** (or the Rental Agreement) may be comprised of one or more Bookings. All Bookings in one Rental Agreement with the Town would comprise the Rental.
5. **Rental Agreement.** In consideration of Rental fee payment by the Licensee, the Licensee shall be entitled to the right to use the Facilities for the times and purposes specified in this Agreement. This Agreement does not create an interest in land, nor does it create a partnership, agency, or joint venture arrangement. This right is granted to the Licensee and the Licensee may not assign, sublicense, or resell this right in any way without the prior written approval of the Town, which consent may be withheld.
6. **Payment of Rental Fees.** When a Licensee is a Regular User, the Licensee is invoiced monthly for fees associated with their Rentals. **Regular Users** are those who average 1 or more Bookings per week, or who have been designated as such by the Town. Regular User invoices are sent out at the end of every month and paid within 30 days' net of receipt. Overdue Licensee accounts will be charged interest at a rate of 1% per month. At the discretion of the Town, Licensees with accounts 60 days or more overdue or who have a cheque returned NSF will be denied access to future Bookings.

All other Licensees are considered **Casual Users**. **Casual Users** must pay 100% of the Rental fees prior to their first Rental Booking. Rental fees will NOT be refunded; however, an alternate date can be agreed upon between both parties.
7. **Damage Deposits.** Casual Users will be required to pay a damage deposit of \$100.00, which is payable prior to the first Booking included in the Rental. In the event the Damage is over the required \$100.00 the User will be required to cover the costs over and above. The deposit can be applied toward any damages and deficiencies associated with this Agreement.
8. **Purpose.** The Licensee must disclose all uses and purposes intended for the Facilities, and must not use the Facilities for anything except the purpose approved by the Town.
9. **Kitchen Supplies.** The Licensee shall **not** use any of the kitchen supplies (gloves, aprons, dish cloths/towels, utensils etc.) but will supply their own and will ensure that the garbage's and whatever is brought into the facility is taken with them when they leave.
10. **Access.** It is the responsibility of the Licensee to ensure that they pick up keys and/or security access cards prior to their Booking, lock and secure areas at the completion of the Booking, and return keys and/or security access cards to St. Paul Regional FCSS. Access is restricted to only the Kitchen and Washrooms.
11. **Liability for Damage.** The Licensee shall be solely responsible for any damages done to the Facilities as a result of the acts or omissions of the Licensee and its guests, affiliates, and invitees. The Licensee shall indemnify and save harmless the Town for all costs of repairing such damages and any additional actions, claims, costs, expenses, liability or damages of any kind which are caused by, or flow from the said damage, or as a direct or indirect result of the Licensee's use of the Facilities, including use by any of its affiliates, guests, and invitees.
12. **Dispute Resolution.** If there is any dispute as to the interpretation of any provision of this License, the interpretation shall be determined by St. Paul Regional FCSS, acting reasonably.
13. **Inspection.** The Town may enter and inspect the Facilities at any time.

14. **Damage Limitation.** Notwithstanding anything herein contained, the liability of the Town and any employee, servant, agent, and contractor of the Town, for a claim of any kind related to this Agreement, the Facilities, or anyone's use of the Facilities, whether or not such claim arises from breach of this Agreement, negligent act of any person, or otherwise, shall be limited, in any event, to a reasonable amount as agreed upon between the Town and the Licensee. In no event shall the Town be responsible for property lost or stolen from Facilities.

15. **Risk.** The Licensee acknowledges that their use of the Facilities has inherent risks and dangers, and that personal injury is an accepted risk associated with Facilities use. The Town will maintain the Facilities to a reasonable standard and, if appropriate, as described in its operating policies and procedures. Facility Bookings are made in an "as is" condition and the Licensee shall perform a visual check of the Facilities prior to their use. Any adverse or dangerous condition should be reported to the Town and the Facilities are not to be used until any dangerous condition has been remedied. The Licensee agrees that they assume such risks and shall not hold the Town, its employees, servants, agents and contractors liable for any injury or death resulting from the use of the Facilities. The Licensee shall warn all guests, affiliates, and invitees of these inherent risks and shall obtain such waivers and disclaimers as it deems necessary to give effect to this paragraph. If requested by the Town, the Licensee shall obtain waivers from each guest (or their parents in the case of minors) prior to allowing them to utilize the Facilities. The Licensee shall notify the Town of all accidents occurring at Facilities as soon as reasonably possible.

16. **Notice.** Notice to either Party shall be deemed affective when received in electronic or written format. Either Party may change their address by notice in writing to the other Party. All correspondences will be conducted between the Town and the Licensee.

17. **Occupancy Loads.** Upon request, the Town will advise the Licensee of the standard occupancy limits for the Facilities. However, the exact occupancy may be affected by the layout and uses of a Facility. As such, the Licensee shall ensure that the actual uses comply with all applicable occupancies, fire codes, and building codes.

The Licensee agrees to pay St. Paul Regional FCSS department a rental fee of \$25.00 for the use of the FCSS Kitchen on _____ (Date).

The Licensee agrees to provide a Damage Deposit of \$100.00.

If any facility or equipment related emergencies occur during the time of your booking, please call **780-614-1941**.

The Parties accept the terms and conditions of this Agreement on this the _____ day of _____, 20____.

RENTER:

Print: _____ Sign: _____

TOWN:

Print: _____ Sign: _____

