***Agreement for the Rental of a Facility of the Municipality of Casselman***

**Name of Applicant / Organization: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Phone No. (home): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (cell):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Rental Date (s) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Rental Hours: From \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**From \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Nature of Event: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Facility to be Used:**

**JR BRISSON COMPLEX**

**758 rue Brebeuf**

\_\_\_\_ Rink

\_\_\_\_ Slab

\_\_\_\_ Sportsbar

\_\_\_\_ Full community hall

\_\_\_\_ Half hall projector side

\_\_\_\_ Half hall bar side

**CPEL HALL**

**756 rue Brebeuf**

\_\_\_\_ Full hall

\_\_\_\_ Small hall

**SEFA**

**750 rue Principale**

\_\_\_\_ Gymnasium

\_\_\_\_ Class room #

**TERMS OF AGREEMENT**

**A. Insurance Requirements**

Depending on the type of event and the location being rented, insurance requirements will differ as follows:

**Facility User Group Policy**

This policy will cover all Approved Activities including the following Non Sporting and Sporting Events:

Non Sporting Events

Anniversaries, arts, art shows and exhibits, auctions, banquets, bazaars, birthday parties, bridge, chess clubs, crafts, dance parties, dance recitals, dinners, engagement parties (e.g. Jack and Jill events), fashion shows, graduations, music recitals or other family celebrations (e.g. christenings, showers, graduations etc.), photo shoots, picnics, religious services, retirement parties, reunions, seasonal markets, seminars, speakers, talent shows, theatre performances, weddings or other ceremonies, workshops/classroom instruction.

Sporting Events

Badminton, baton twirling, bowling, curling, dance lessons, horseshoes, lawn bowling, public skating, shuffle board, table tennis, tai chi, tennis, ball/roller/floor hockey, baseball, basketball, broomball, cheer leading, cricket, dodge ball, dry land training, field hockey, figure skating, fitness classes, frisbee, handball, non-contact sports (martial arts, pick up hockey, pick up lacrosse, touch/flag football), pickle ball, racquet ball, ringette, slo-pitch, soccer, softball, squash, swimming with life guard, synchronized swim, t-ball, track & field, volleyball and yoga.

This insurance coverage can be provided on a per event basis at the current rate charged by the insurance provider, in addition to any administrative fees; coverage is described as follows:

- $2,000,000 Commercial General Liability

- $0 Deductible

**Applicant obtains their own Insurance**

This will ensure the Applicant has adequate insurance to cover their own **greater** exposure as do not provide coverage for Organized Sports Teams/Leagues, Alpine skiing, bachelorette/stagette parties, bike racing, boxing, climbing walls, contact sports, cycling, fireworks, gymnastics, horse related, kabaddi, kayaking, kickboxing, motor vehicle activities, rugby, skateboarding, snowboarding, stag/bachelor parties, tackle football or wrestling.

Applicants are required to provide a certificate of insurance prior to rental of facilities. The policy shall include the following:

a. Commercial General Liability Insurance issued on an occurrence basis for an amount of not less than $2,000,000 per occurrence / $2,000,000 annual aggregate for any negligent acts or omission by the Applicant. Such insurance shall include, but is not limited to bodily injury and property damage including loss of use; personal injury; contractual liability; liquor liability (if applicable); injury to participants; premises, property and operations; non-owned automobile; broad form property damage; owners and contractors protective; occurrence property damage; products and completed operations; employees as Additional Insured(s); contingent employers liability; tenants legal liability – Broad Form; cross liability and severability of interest clause.

b. Such insurance shall add the Village of Casselman, its officers and employees as Additional Insured with respect to the activities of the Applicant. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the Township.

There are no fees charged by the Municipality for this coverage as it will be obtained through an outside insurance provider.

**Extension of Liability Insurance from the Applicants Commercial Insurance**

This will extend the Applicant’s liability to cover their own exposure. The Applicant’s shall provide proof of Liability Insurance issued on an occurrence basis for an amount of not less than $2,000,000 per occurrence / $2,000,000 annual aggregate for any negligent acts or omission by the Applicant.

There are no fees charged by the Municipality for this coverage as it is provided for in the Applicant’s existing insurance coverage.

**Indemnification:**

The Applicant shall indemnify and save harmless the Municipality, their officers, employees, volunteers and those whom the Municipality are legally liable for and against any liability, loss, claims, demands, defence, costs and expenses, including reasonable legal fees, occasioned wholly or in part by any negligence, acts or omissions whether willful of otherwise by the Applicant, their officers, employees or other persons for whom the Applicant is legally responsible.

The Municipality will not insure the facility users, any of their own property that will be brought onto the premises.

**B. REGULATIONS**

1. Applicants shall be responsible for the conduct and supervision of all persons admitted to the facilities and shall see that the regulations are observed.
2. If applicable, the Applicant shall provide the Municipality with a Certificate of Insurance in compliance with the insurance requirements as stipulated in the agreement. The insurance policy provided shall not be cancelled unless the Insurer notifies the Municipality in writing at least thirty (30) days prior to the effective date of cancellation. The insurance policy will be in a form and with a company that is, in all respects, acceptable to the Municipality.
3. The Applicant shall be liable for all damages arising out of their negligent act or omission including but not limited to bodily injury sustained by persons and property damage. The Municipality is not responsible for any personal property on the premises.
4. The Applicant waives all rights of action against the Municipality and agrees to indemnify and save harmless the Municipality for and from all claims, losses, costs and damages arising or resulting from the rental of the Township facility.
5. This agreement is not transferable.
6. This agreement is not valid unless signed by the authorized official(s) of the Municipality
7. Only the facilities and equipment specified in the agreement shall be used.
8. The deposit, if applicable, will be returned if facilities remain in the same condition as they were before occupancy. Any extra costs for additional janitorial services will be charged to the Applicant / organization.
9. Smoking is prohibited and will be strictly enforced.
10. Alcoholic beverages are not permitted in any of the Municipality properties unless purchased through our services. **NO SOP OR NO SALE PERMIT** will be permitted on the facilities unless authorized by Municipality council.
11. The Municipality reserves the right to cancel any agreement if the conditions and regulations set out

**This section to be completed by Municipality staff:**

Municipality Facility Users Groups policy coverage required:

Yes  No 

If No, have insurance requirements been met?

Yes  No 

If applicable, are copies of certificates of insurance coverage attached?

N/A  Yes  No 

* **RENTAL FEE:**

Insurance Cost (if applicable): $

Rental Fee / Facility Cost: $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Deposit Paid: $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Total: $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

I have read and will comply with the Agreement for Rental and regulations as indicated.

Applicant Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_

Township Staff Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Keys supplied to: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Return Date: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**