

MAYNE AGRICULTURAL SOCIETY & FALL FAIR

FACILITY & GROUNDS RENTAL AGREEMENT – TERMS AND CONDITIONS

November 2022

General Terms

- This Facility Rental Agreement must be clearly understood and acknowledged by the renter before
 a booking is accepted and confirmed by the Agricultural Society (Ag Society) Booking Coordinator.
 Once confirmed, it becomes a rental contract and invoice.
- 2. Maximum number of people at an event held in the hall is 75.
- 3. The full rental fees, and refundable damage deposit & cleaning fee if applicable is due at time of booking. The Ag Society will consider a booking tentative until payment is made and can cancel any booking with unpaid fees. View hall rental fees on the online Booking Request Form.
- 4. All users of the Ag Hall & grounds must behave with civility, respecting the values of diversity, free inquiry, mutual respect and the quiet enjoyment of others. We reserve the right to refuse a rental to any user who has not complied to this Rental Agreement.
- 5. The Ag Society is not responsible for the renter's equipment, merchandise, and/or personal items stored or left in the Hall, on the grounds or in the out buildings.
- 6. Hall door code only to be shared with those identified to use the code to enter the hall.
- 7. No access to the electrical panel is allowed. If access is needed or required, please contact the Ag Hall representative(s) listed on the Emergency Contact list posted at the panel.

Hall & Grounds Usage Conditions

- 1. The equipment and furniture in the Hall are not to be removed from the property for any reason. Tables and chairs must be returned to the specific storage location.
- 2. Use only the cable & hook hanging system supplied in the hall. No nails, thumb tacks, tape or other devises are to be used to attach items or notices to the walls.
- 3. No smoking or vaping anywhere on the premises (in the Hall, on the deck, on the patio or on the adjacent grounds).
- 4. No open flame candles are permitted. Battery operated candles/lights are allowed.
- The exterior doors to the patio must be kept free of obstruction while closed during events in the hall according to fire regulations. They, along with the kitchen doors, may be opened to provide ventilation if necessary.
- 6. Any music in the Hall must end at 11 PM on the day of the event as per CRD Bylaw 3378.
- 7. The Hall must be vacated no later than 1:00 AM. Before leaving, ensure that it is left clean and secure:
 - a) Dishes & utensils are washed following the posted cleaning protocol, and stored away.
 - b) Water taps closed tightly.
 - c) Sweep the floor, take away all garbage, compost & recycling.

- 8. Catered food served or food for sale in the Hall or on the grounds, requires proof of **BC Food Safe Certificate.**
 - 9. Events serving alcohol must have and display a liquor permit and "Serve it right" Certificate.
 - 10. No vehicles are to be driven onto or parked on the Ag Hall Grounds.

Rental Policies and Fees

- 1. The Agricultural Society has the right to manage and restrict use of facilities and grounds at its discretion. Limitations on use of facilities will be for reasons of priority of use or safety and security of persons and facilities, operational needs or to comply with Society policies.
- 2. Booking requests are received on a first come, first served basis with the following considerations:
 - a) Priority will be given to Mayne Island based groups & residents.
 - b) Mayne Island Non- Profits booking for meetings are no charge / donations to the Society are gratefully accepted.
 - c) Regular returning renters who are Mayne Island community groups, clubs, and non-profits can rebook the same calendar date **1** year in advance to a maximum of **3** years.
 - d) Individuals and non- resident groups can book no more than 6 months in advance per year.
 - e) Long weekend bookings Partial rental requests on a weekend will be **confirmed 2 months before the date**. A full long weekend booking will take precedence over a partial booking when both are requesting the same long weekend.
- 3. At the discretion of the Agricultural Society & Fall Fair, a refundable damage deposit of \$250.00 may be needed to accompany this rental agreement. In the event that a complaint, damage or loss occurs the deposit will be forfeited. If there are no issues, the deposit will be returned in two weeks.
- 4. A Hall User Checklist is posted in the hall and supplied with each Rental Agreement to ensure that the Hall is left clean and secure following each event. Hourly Custodial fees will apply and be charged where extra cleaning is required.

Cancellations

- 1. If a booking is cancelled for any reason, prior notice must be given to the Booking Coordinator. A full refund of fees is based on the following conditions:
- a) Cancellation 14+ days notice for a Single Session (morning, afternoon or evening) or a full day.
- b) Cancellation 60+ days for a multi-day event. If cancelled 45+ days, a 50% refund will be given.
- c) Cancellation 30+days for a long weekend booking.

Liability Insurance Requirement

The Agricultural Society's Insurance policy covers damage to the Ag Hall and Grounds and does not extend to users.

- 1. The Group or Individual renter shall provide Comprehensive general Liability Insurance with a limit of not less than Two Million Dollars (\$2,000,000) with the Mayne Agricultural Society & Fall Fair added as Additional Insured.
 - a) Such evidence of Insurance shall be **provided no later than 14 days prior to the renter's event** and be in the form of a Certificate of Insurance, and when requested by the AG Society & Fall Fair, the renter shall provide certified copies of required Insurance Policies.
- 2. Event insurance is required for but not limited to:
- Events where people are invited to attend, charging of admission or purchase of tickets with or without liquor or food sales/consumption, attendance to a user's booking ie., film nights, speakers.
- b) Offering of goods and services for sale ie., Art and Craft shows.
- c) Any special events where the activities involve a significant degree of risk of personal injury or property loss.

Revised October 2022

Hall User Checklist

<u>Please observe the following Hall user responsibilities when leaving the</u> Agricultural Hall

- 1. Sweep floor with big mop & red broom/dustpan.
- 2. Take away all garbage, compost & recycling.
- 3. Leave kitchen clean.
 - a) Wash all dishes & utensils following the posted cleaning protocol, and store them away.
 - b) Clean counters & sweep floor.
- 4. Close kitchen water taps tightly.
- 5. Turn off all lights.
- 6. Keep Fans on.
- 7. Check that all doors are closed tightly and locked.
- 8. Lock main door when leaving push on lock icon on outside door.

Note: Hourly Custodial fees will apply and be charged where extra cleaning is required.

Thank you from the Mayne Agricultural Society and Fall Fair. October 2022