



NDCC BOARD OF MANAGEMENT FACILITY RENTAL AGREEMENT

Date/Time Commencing: _____ Date/Time Ending: _____

Weekly Rental Time Slot (if applicable): _____

Event: _____

Facilities Required: _____

Permit Holder: _____
 (note: only an individual or an incorporated entity is eligible to be a Permit Holder)

Authorized Agent: _____

Address: _____

Home Phone : _____ Cell Phone: _____ Bus Phone: _____

Fax: _____ Email: _____

Drivers Licence #: _____

READ THE REGULATIONS ATTACHED TO THIS FORM

I the undersigned am the authorized agent for the applicant. I do hereby request the use of the named facilities, at the dates and times shown. My signature certifies that I have read and do understand the permit regulations attached to this application form and agree to abide by these regulations. Failure to comply may result in the permit being revoked or future permits not being issued. I recognize that it is incumbent upon the Applicant to provide liability insurance coverage sufficient to insure the Applicant and the Township of Mulmur, Township of Melancthon and the NDCC Board of Management against any actions, claims or proceedings which may arise from the use of the facility on the date(s) identified above, and that the Township of Mulmur, Township of Melancthon and the NDCC Board of Management, its agents and officials shall in no way be held liable for any damage, injury, accident, or loss resulting from the use of the facility.

Signature of Applicant/Authorized Agent
 [I have authority to bind the corporation]

Date

Signature of Board Office Representative

Date

For Office Use Only: NDCC: _____

Rate (HST Incl.): \$ _____ / _____

Tables Required: _____ Chairs Required: _____ Norduff Room: _____

Ice Surface: _____ Bar: _____ Kitchen: _____ Outside Grounds Only: _____

Total Charge (HST Incl.): \$ _____

Payment Received: _____ Insurance coverage required (Y/N): _____

Refundable Deposit: _____ Proof of Insurance Received: _____

Updated: August 20, 2014



FACILITY PERMIT REGULATIONS

IN CONSIDERATION of the terms and conditions herein the Board and the Permit Holder agree as follows:

1. The Permit Holder understands and agrees that the Permit may be revoked or cancelled at any time with or without cause and that in the event of such revocation or cancellation, there will be no claim or right to damages, or reimbursement on account of any loss, damage, or expense whatsoever. It is further understood that the date of the Permit may be changed by the Board should the facility be required for other purposes. Advance payment fees will be refunded if this should occur.
2. The Permit Holder agrees that any rental charges and security deposit will be paid at least two (2) weeks in advance. Failure to comply with this prepayment policy shall result in the prohibition of the use of any unpaid dates or times.
3. Permit Holders granted a recurring time slot shall maintain their payments for the duration of the rental period. Failure to maintain payments will result in the cancellation of all unpaid dates and times.
4. Permit Holders having an outstanding account with the Board will not be considered for any future permit requests until their accounts have been paid in full.
5. Cancellation of a permit by the Permit Holder requires at least two (2) business days' written notice in advance of the date(s) concerned, otherwise the Permit Holder shall bear the full charge for the day(s) and time(s) concerned.
6. Deposits shall be returned to the Permit Holder upon inspection of the Facility and determination to the satisfaction of Board staff that the Facility has been left in a clean, orderly and undamaged state.
7. The Permit Holder understands the health and safety legislation and regulations related to the activities being held as indicated on the Permit and therefore will ensure that these activities and the participants in them will comply with the requirements of the legislation and regulations.
8. This permit must be used only for the organization or persons named and is not transferable. The brokering or sub-letting of time booked at any facility will result in the immediate cancellation of a permit.
9. The facility supervisor, or such other employee as the Board may designate, shall be, at all times, in charge of the premises and his or her instructions must be followed. The Permit holder acknowledges and agrees that a Board staff member will be in attendance at the facility and has the authority to rescind this agreement and have the premises vacated should any violations occur.
10. The facility will be available for use only upon presentation of the Permit to the employee in charge. The facility is to be used only on the date(s) and hour(s) shown and for the purpose specified on the Permit. The facility must be vacated by the time shown on the permit unless otherwise indicated on the permit.
11. The Permit Holder shall protect, indemnify and save harmless the Board, its servants and agents in respect of all claims for damage, loss or injury, whether caused by the negligence of the Board, its servants and agents or otherwise, arising out of or during the use of any of the facilities under any permit. The Board's contract with the renting group will require protection against damage, infringement of royalty rights, SOCAN charges, slander, sedition and subversion which may occur as a result of performance or speeches.



12. The Permit Holder shall be responsible for personal injury or damage, or for the loss or theft of any articles of clothing or equipment of the applicant or organization, or anyone attending on the invitation of such person or organizations.
13. Where the Board has determined that insurance is required, the Permit Holder shall be responsible for obtaining liability insurance to the satisfaction of the Board, including the Board as an “additional insured” and providing a minimum of two million dollars of general liability coverage. The Permit shall provide proof of insurance to the Board’s satisfaction at least seven (7) business days prior to the use of the facility. Failure to comply with this requirement shall result in the prohibition of the use of the facility.

Events requiring insurance include but are not limited to: those requiring a Special Occasion Permit, Host Liquor Liability, Fireworks, Leagues, Tournaments, Training Camps, Athletic Schools, Festivals and Fairs.
14. The Permit Holder must pay for all damage to facilities or furnishings, however caused, arising out of or during the use of the facilities under permit. Future permit requests will not be considered for any group that has an outstanding account with the Board in this regard.
15. The Permit Holder agrees to return the Facility to the same condition as prior to the commencement of the event. This includes but is not limited to: cleaning of the kitchen and amenities, sweeping, preparing of all garbage and recyclables for disposal of the same in a legal manner.
16. No advertising in connection with any production is to be displayed on or affixed to any part of the facility, grounds or premises unless authorized by the Board in writing.
17. The Permit Holder acknowledges and agrees that any food product made available to guests shall not compete with the normal booth food, snack and/or beverage offerings at the Facility.
18. Games of chance, lotteries or gambling in any form are strictly forbidden unless a lottery permit has been obtained from the Township of Mulmur or AGCO.
19. Maximum attendance shall be governed by the applicable fire regulations.
20. No smoking will be allowed in any part of the building other than in such areas, if any, as have been designated for that purpose.
21. No alcoholic beverages shall be allowed on or to remain in the facilities unless written permission is given by the Board and a special occasion permit from the LLBO has been obtained. For events where alcohol is served, the Permit Holder shall be required to obtain insurance as well as paid duty officers, as directed by the Board, at the Permit Holder’s own expense.
22. No intoxicating drugs or persons under the influence of alcohol or drugs shall be allowed on the premises.
23. The Permit Holder acknowledges and agrees that all music must cease by 1:00 a.m. No staples, tacks, tape and/or the like may be used on walls or doors. Confetti and/or rice are NOT permitted. The Facility shall be vacated by 2:00 a.m., or at the conclusion of the rental time slot, whichever is earlier.
24. No other chairs, dishes, kitchen equipment, tables, nets, etc., except as may be located at the facility location will be provided by the Board.



25. Cars or powered vehicles of any nature are not permitted on the grounds. No vehicles of any nature shall be driven onto park areas, except in designated parking lot areas or as approved by the Board.
26. The Board's facilities are intended for the use and enjoyment of all citizens. The Permit Holder agrees to work with staff to ensure a safe, healthy and pleasant atmosphere. The misuse of drugs, alcohol and violent behaviour will not be tolerated in the facilities.
27. The Board reserves the right to evict any individuals who are seen as not acting in the best interests of the program or activity or who display inappropriate behaviour.
28. For sports fields, there are no refunds for rained out games.
29. All participants of all ages who play hockey, and, all younger children who participate in skating programs must wear a C.S.A. or equivalent approved helmet.
30. All payments shall be made to the "NDCC Board of Management" and forwarded to the Township of Mulmur's Office.
31. The Permit Holder shall ensure that a Facility key is picked up from the Township of Mulmur on the last business day prior to the event booking. The key will only be released to the Permit Holder, once payment, any required deposit and proof of insurance have been received in full, unless prior arrangements have been made with the Township of Mulmur. The Permit Holder must ensure that the facility is made secure upon leaving and that all keys are returned to the Township of Mulmur on or before the next business day following the event. The Permit Holder shall not make copies of keys.