

The Glenboro Agricultural Society

Rental Agreement

THIS RENTAL AGREEMENT (this "Agreement") dated _____.

BETWEEN:

The Glenboro Agricultural Society
(the "Owner")

- AND -

_____ of _____
(the "Renter")

Location: 900 Railway Avenue, Glenboro, Manitoba

IN CONSIDERATION OF the Owner renting certain premises to the Renter, the Renter renting those premises from the Owner and the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties to this Agreement (the "Parties") agree as follows:

Intent of Rental:

1. It is the intent of this Agreement and agreed to by the Parties to this Agreement that the Renter desires to temporarily rent, occupy, and make use of the _____ space on the Owner's property, located at 900 Railway Avenue in Glenboro, MB, (the "Venue").

Rented Premises:

2. The Owner agrees to rent to the Renter the Venue as described above.
3. The Venue will be used for only the following permitted use (the "Permitted Use"):

Rental Period:

4. The Renter shall have access to and use of the Venue for the Permitted Use on the following dates (the "Rental Period"):

DATE(S)	USE OF SPACE (LIST DATE(S) FOR SETUP, PERMITTED USE, AND TEARDOWN)	FEE

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Rental Fee:

5. The full Rental Fee for the use of the Venue for the Permitted Use shall be \$ _____ (the "Rental Fee"). The balance of the Rental Fee due, less the deposit described in (6) below, shall be payable to the Owner within three days of the expiration of the Rental Period described in (4) above. For recurring Permitted Use, the Rental Fee for multiple uses will be paid _____.

6. The Renter shall pay the Owner the sum of \$ _____ at the time of signing this Agreement. This is a refundable deposit until 30 days prior to the Rental Period, at which time it becomes non-refundable. The deposit will be applied to the Rental Fee upon final settlement of accounts, minus any charges for actual damages done to the venue by the Renter or his/her associates.

7. No acceptance by the Owner of any amount less than the full amount owed will be taken to operate as a waiver by the Owner for the full amount or in any way to defeat or affect the rights and remedies of the Owner to pursue the full amount.

Hazardous Materials:

8. The Renter will not keep or have at the Venue any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire at the Venue or that might be considered hazardous by any responsible insurance company.

Rules and Regulations:

9. The Renter will obey all rules and regulations posted by the Owner regarding the use and care of the Venue, parking lot and other common facilities that are provided for the use of the Renter in and around the Venue. When renting the Glenboro Kinsmen Community Hall (the "Hall"), the Renter must follow all instructions set out in the attached Hall Guidelines (the "Hall Guidelines").

Liquor Use Compliance:

10. Any liquor brought into, served and consumed shall be in accordance with the amounts and conditions of an Occasional Permit issued by the Manitoba Liquor Control Commission. No other liquor is permitted at the Venue.

11. Admission to functions with liquor (Occasional Permit) must be by invitation only. The general public are to be excluded. Tickets/invitations are not to be sold or distributed in and around the Venue. Tickets may be reserved by individuals by contacting the Permittee and a reservation list may be composed with tickets held for the named individuals. (No selling tickets at the door.)

12. It is highly recommended by the Owner to have a minimum of three names when applying for an Occasional Permit to share in the duties and responsibilities of the social function.

13. No advertizing of social occasions at which liquor is to be served is allowed without approval of the MLCC. Advertizement of private functions such as anniversaries, retirements, and charitable events may be allowed with written approval of the MLCC.

14. The Renter may not permit rowdy, drunken or disorderly behaviour. Any infractions will result in the individual(s) being barred for a time determined by the Owner. After three infractions, this individual will no longer be welcome at the Venue.

15. Persons under the age of 18 years may attend but are not allowed to purchase, serve, possess or consume alcohol. (It is highly recommended that social functions serving alcohol be restricted to persons 18 years of age and over.)

16. The sale of liquor tickets will cease at 1:45 am, and the serving of liquor from the bar will cease at 2:00 am, unless otherwise stated; i.e. extended serving time as stated on the Occasional Permit.

17. All liquor is to be cleared from the tables by 3:00 am unless otherwise stated on the permit as to the closing time of the bar.

18. Food service as stated on the application for an Occasional Permit must be provided in a quantity sufficient for the number of people attending and is to be included in the ticket price to guests.

19. The Renter is responsible for hiring two bar operators who have up-to-date Smart Choices Responsible Service Certification. The Owner must receive the names and contact information of the bar operators prior to the Rental Period.

20. A representative, or designate of the Owner will instruct the Renter as to their responsibilities. In case of use of the Hall, the Hall Guidelines, including Additional Instructions for Permitted Use which Involves Liquor will be reviewed prior to the commencement of the Rental Period. This is in addition to responsibilities as set out by the MLCC for the Occasional Permit.

21. The premises will be subject to inspection by the Owner, police and MLCC inspectors at any time. Any violations of the conditions set out may result in the immediate vacating of the Venue without refund to the Renter.

Following the Rental Period:

22. The Renter must remove all liquor (including empties), personal property, trash, and other items that were not present in the Venue when the Renter took control of it. The Renter will quit and surrender the Venue in as good a state and condition as they were at the commencement of this Agreement, reasonable use and wear and damages by the elements excepted. (In case of use of the Hall, the Renter shall refer to the Hall Guidelines for cleanup instructions following the Rental Period.)

23. The Owner accepts no responsibility for lost or stolen articles.

24. Within three days of the Rental Period's expiration, the Renter shall tender to the Owner the Rental Fee balance due. In this instance, the Rental Fee due date and possession of keys will be negotiated by a representative of the Owner and stated in (5) above.

KEYS: The key must be returned to Jen Martin as soon as you are finished with your rental. If you cannot get it to Jen Martin please drop off at the municipal office and let Jen know you have done so.

If it is the weekend please drop off the key on Monday.

25. At the time of the Renter's completion of his/her obligations under (22) and (24) above, a representative of the Owner shall inspect the Venue and discuss any damages inflicted upon the Venue by the Renter and/or the Renter's associates, guests, invitees, contractors, and all other persons whatsoever who enter the Venue during the rental period, whether or not such persons did so with the Renter's knowledge or consent.

26. In the event that the Renter fails to pay the balance due within the time period agreed upon in this contract, the Renter will be liable to the Owner for any legal fees, court costs, and other expenses associated with collection on a solicitor-client basis.

Care and Use of Venue:

27. The Renter will be liable for any physical damages, legal actions, and/or loss of reputation or business opportunities that the Owner may incur as a consequence of the actions of the Renter, or any of the Renter's guests or other attendees of the event, while the Renter is in control of the Venue.
28. The Renter will not engage in any illegal trade or activity on or about the Venue.
29. The Owner and Renter will comply with standards of health, sanitation, fire and safety as required by law.

Governing Law:

30. This Agreement will be governed by and construed in accordance with the laws of the Province of Manitoba

Severability:

31. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

General Provisions:

32. Any waiver by the Owner of any failure by the Renter to perform or observe the provisions of this Agreement will not operate as a waiver of the Owner's rights under this Agreement in respect of any subsequent defaults, breaches or non-performance and will not defeat or affect in any way the Owner's rights in respect of any subsequent default or breach.
33. This Agreement will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Agreement. All covenants are to be construed as conditions of this Agreement.
34. Where there is more than one Renter executing this Agreement, all Renters are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Agreement.
35. This Agreement will constitute the entire agreement between the Owner and the Renter, except for those obligations set out in the aforementioned Hall Guidelines, which shall also form part of this Agreement. Any prior understanding or representation of any kind preceding the date of this Agreement will not be binding on either Party to this Agreement except to the extent incorporated in this Agreement. Only express warranties of the Owner set out in this Agreement will be enforceable and no additional warranties may be implied.

I, the Renter, waive and forever discharge the Owner, its volunteers, agents, employees, contractors, representatives, elected and appointed officials, successors and assigns of and from any and all claims, demands, damages, costs, expenses, actions and causes of action whatsoever, whether in law or equity, in respect of death, injury, loss or damage to the Renter or property, howsoever caused, and the Renter further agrees to fully indemnify, defend, and save harmless all of the aforesaid from and against any and all liability incurred by any of them or all of them arising as a result of, or in any way connected with the use of the Owner's Venue. Such indemnity shall not apply to any injuries or damages which result from the sole negligence of the Owner.

This Agreement is subject to change and the Renter agrees to comply and ensure compliance by his/her members/participants, officers, agents, servants, employees, contractors, customers, invitees or licensees, with those conditions.

The Renter also agrees that he/she has had a chance to discuss the terms of this Agreement with the Owner's representative

I/We the undersigned, accept the terms as outlined in this Agreement, and as stated in the Occasional Permit, and will follow through with all duties in regards to operation, security and cleanup as outlined in this Agreement, the Hall Guidelines (if applicable), the Occasional Permit from the Liquor Vendor and the

Date Signed: _____

Renter(s):

Name:

Signature:

Contact #:

Name:

Signature:

Contact #:

Glenboro Agricultural Society Representative:

Name/Title:

Signature:

Contact #:
