



Short Term Facility Rental Agreement

This Agreement (the "**Agreement**") dated the _____ day of _____, 20____.

Between

Town of Marshall, a Municipal Corporation Incorporated pursuant to the provisions of *The Municipalities Act*, and any amendments thereafter. Hereinafter referred to as the "**Town**" (owner)

AND

Name (the "**Renter**"): _____

Address: _____

Phone: _____ Email: _____

The "**Property**" means the lands and premises owned by the Town of Marshall described below, together with all buildings, structures, and improvements now or hereafter located thereon.

Name of Property: _____ Physical Address: _____

The "**Term**" means the period of time described immediately below, unless terminated early or extended in accordance with the provisions of this Agreement.

Start Time and Date: _____ End Time and Date: _____

The "**Fee**" as per the Town of Marshall Policy 2401, in Canadian dollars, described immediately below.

Payment Amount and Method: _____ Date Received: _____

"**Permitted Use**" means use of the facility for the purposes described immediately below. Including the number of attendees.

WHEREAS the Town of Marshall and the Renter have agreed that the Renter may use the portion of the Town's lands and premises described in this agreement for the purpose, during the time, and on the terms and conditions set out in this Agreement.

NOW THEREFORE in consideration of the Fee, the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the parties covenant and agree as follows:

1. The Town of Marshall facilities are non-smoking facilities and the Renter agrees to ensure all occupants adhere to this. Smoking Urns are located outside and it is the Renter's responsibility to ensure they are used. If the staff have to clean up cigarette butts from the grounds, a charge may apply.
2. A Damage Deposit in the amount of \$ _____ has been received by the Town and will be held on file until it has been determined that no damage occurred and that the required clean-up has been completed. The rental fee required must be paid prior to the date of the booking.
3. The Damage Deposit will be used to guarantee the date as well as to provide a damage deposit to cover any costs that may be incurred in cleaning of or repairing damages to the Property, equipment, contents and grounds resulting from carelessness or neglect on the part of the Renter or individuals in attendance during the rental. The Renter will be responsible for costs which exceeds the damage deposit.

4. The Damage Deposit will be fully refunded if the renter cancels up to and including one month prior to the booking. A 50% refund will be given if the cancellation is received by the Town less than one month and more than 10 days before the proposed date. Cancellations received less than 10 days before the booking will not be eligible for a refund.
5. The Renter is responsible to ensure all Public Health and Food Safety Regulations are being followed. The Town of Marshall takes NO responsibility for the preparation or serving.
6. The Renter is responsible for removing all food, bottles, liquor, decorations and personal effects. Cleaning, stacking all tables and chairs, and putting them away in the proper storage areas.
7. If the Renter uses the kitchen and/or the bar area, they are also responsible to wash all dishes and kitchen utensils, wipe clean all counters and the stove, wipe out and turn off the fridges and prop the doors open and sweep and mop the floors. All garbage must be removed and properly disposed of. Soiled towels can be left on the counter for the custodian.
8. The Renter is responsible to make sure the bathrooms are clean; toilets are all flushed prior to locking up, garbage is removed, and floors swept and moped.
9. The Renter is responsible for only sweeping hardwood surface. DO NOT MOP!
10. Decorations on the walls are to be put up with fun tack only (tape, staples, tacks or pins are not allowed). This includes no tape on the floors. NOT ALLOWED: Confetti and such, lit candles,
11. Liquor Permits are required if alcohol is being served and copies of the permit must be attached to this Agreement. The Renter agrees to follow all of Saskatchewan Liquor & Gaming Regulations.
12. The Town of Marshall will ensure the property is in clean, has adequate supplies on hand, and everything is in order before the rental term begins.
13. A **\$50.00** Call Out fee will be charged if the Renter neglects to pick up the Property key during regular administration office hours and causes a call-out of an employee to provide access to the facility.

I have read and agree to Numbers 1 to 13 _____ (initials)

IN WITNESS WHEREOF the Renter has executed this agreement following payment of the Damage Deposit as set out in No. 2 above and indicates, by such signature, that they have read and understand and agree to the terms of the Agreement and the Policy of the Town of Marshall.

Name of Renter (print)

Signature of Renter

Date

IN WITNESS WHEREOF a representative of the Town of Marshall has executed this agreement following receipt of the damage deposit set out in Section 2 above.

Name of Town Representative (print)

Signature of Town Representative

Date

This Agreement along with the Release of Liability, Waiver of Claims and Indemnity Agreement must be completed and returned to the Town Office before any bookings will be finalized.

Event insurance is highly recommended. Our office can provide further information.

Notes: _____

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

(To be executed by Participants over the Age of Majority)

WARNING! By signing this document, you will waive certain legal rights, including the right to sue the Town of Marshall. PLEASE READ CAREFULLY.

1. This is a binding legal agreement. Clarify any questions or concerns before signing. In consideration of participation in any event, wedding, gathering, or sport and the spectating, orientation, instruction, activities, competitions, programs, and services (collectively the "Activities"), the undersigned, being the participant, the participants Parent/Guardian or the event organizer (collectively the "Participant") acknowledges and agrees to the terms outlined in this document.

Disclaimer

2. The Town of Marshall and its elected officials, officers, employees, agents and contractors are not responsible for any injury, personal injury, death, property damage or loss of any kind, including economic loss or loss of any kind suffered by the Participant during, or as a result of the Activities, caused in any manner whatsoever including, but not limited to, the negligence or gross negligence; breach of any other duty imposed by law, including any duty imposed by occupier's liability or other legislation; breach of any contract, and; mistakes or errors in judgement or any kind on the part of the Town of Marshall.

Description and Acknowledgement of Risks

3. I understand and acknowledge that
 - a. The Activities have foreseeable and unforeseeable inherent risks, hazards and dangers that no amount of care, caution or expertise can eliminate, including without limitation, the potential for serious bodily injury, permanent disability, paralysis and loss of life;
 - b. The Town of Marshall has a difficult task to ensure safety and it is not infallible. The Town of Marshall may be unaware of abilities, may misjudge weather or environmental conditions, may give incomplete warnings or instructions, and the equipment being used might malfunction.
4. I am participating voluntarily in the Activities. I hereby acknowledge that I am aware of the risks, dangers and hazards associated with or related to the Activities. I freely accept and fully assume any and all of the risks and dangers involved, whether caused by the negligence of the Town of Marshall or otherwise. The risks, dangers include, but not limited to:
 - a. Contracting COVID-19 or any other contagious disease or illness
 - b. Slips, falls and accidents
 - c. Executing strenuous and demanding physical techniques, vigorous physical exertion, rapid movements, stretching various muscle groups, physical contact with other Participants, whether intentional or not.
 - d. Negligence of other persons, including other spectators or participants or employees;
 - e. Negligence on the part of the Town of Marshall, including failure by the Town of Marshall to take reasonable steps to safeguard or protect me from the risks, dangers and hazards associated with my participation in the activities.

I have read and agree to be bound by paragraphs 1 – 4 _____ (initial)

Release of Liability

5. In consideration of the Town of Marshall, I agree:
 - a. That the sole responsibility for my and everyone's safety remains each their own.
 - b. To waive and release any and all claims which may arise against the Town of Marshall, its affiliates, and their respective directors, officers and employees (collectively, "Releasees") arising out of my participation in the Activities, including, without limitation, negligence, breach of contract, or breach of any duty of care owed to me by the Town of Marshall and/or the Releasees, except those duty of care created by statute. I covenant not to bring any such claim against the Town of Marshall and/or the Releasees, and forever release and discharge the Town of Marshall and/or the Releasees from liability under such claims.

- c. I hereby indemnify and hold harmless the Town of Marshall from any and all damages or losses of any kind as a result of any and all claims, demands, causes of action, and expenses (including legal costs on a solicitor and own client full indemnity basis) of any kind whatsoever including those involving negligence, gross negligence, or breach of duty of care of other obligation on the part of the Town of Marshall that may be made or initiated by, or on behalf of any party in attendance, arising out of or connected with the parties participation in the Activity or the subject matter of this agreement.
- d. I shall defend, indemnify, and hold harmless the Town of Marshall and all other releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgements, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable legal fees, in connection with any third-part claim, suit, action, or proceeding arising out of or resulting from the Activities.

Jurisdiction

- 6. This Agreement is the entire agreement between the Town of Marshall and me with respect to my participation in the Activities. If any term or provision of this Agreement is held to be invalid, illegal, or unenforceable, it shall not affect or render unenforceable and other term or provision of this Agreement. This Agreement is binding on and shall ensure to the benefit of me and my heirs and next-of-kin, and Town of Marshall and its assigns, and shall be governed by the laws of the Province of Saskatchewan and the federal laws of Canada applicable therein.
- 7. Any Claim or cause of action arising under this Agreement may be brought only in the courts of the Province of Saskatchewan, and I hereby consent to the exclusive jurisdiction of such courts.

I have read and agree to be bound by paragraphs 5-7 _____ (initial)

Acknowledgement

- 8. I acknowledge that I have read and understood the whole agreement and that I am voluntarily waiving legal rights. Including the right to sue the Town of Marshall and the releasees.

Name of Participant (print)

Signature of Participant

Date

Name of Witness (print)
(Town of Marshall)

Signature of Witness

Date

