



Village of Teslin Community Venues

All Enquiries to: **Village of
Teslin**
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Schedule “C” Facility Use Permit

BOOKING CONFIRMATION – Community Venues (not staffed)

AGREED TERMS

The parties agree:

1. Unless otherwise stated, capitalized terms in this Agreement are as defined in the Conditions of Rental attached as **Annexure B**.
2. The Renter may use the Venue for the Permitted Use for the Booking Period, subject to the terms of this Agreement.
3. The Renter must comply (and to the extent applicable the Renter must ensure the Renter’s Employees comply) with the terms of this Agreement including the Conditions of Rental.
4. The Booking Confirmation including the Special Conditions apply, to the extent of any inconsistency with the Conditions of Rental.
5. The Village may inspect the Venue during and following the Event to ensure that the Renter is complying with this Agreement.
6. All Rental Fees and Charges payable by the Renter are contained in the Service Rates and Fees Bylaw (By-Law #17-220) and any other costs are set out in the Conditions of Rental.
7. This Agreement does not come into full force and effect until the Agreement is signed by the Renter and the Village has received the Deposit payment in full.
8. The Village may terminate this Agreement immediately at any time if the Village, acting reasonably, considers the Renter or the Renter’s Employees have breached a material condition of this Agreement, and the Renter and the Renter’s Employees must immediately leave the Venue when directed to do so. A material condition includes matters of health or safety.
9. If requested by the Village, the Renter must provide the Village with details of its risk management plan, incorporating arrangements for access control, security, and general management of work health and safety matters (where the Renter is a volunteer or a volunteer association and may not have duties under work health and safety law, when using the Venue for the Booking Period the Renter must take reasonable care to protect the health and safety of the Renter and the Renter’s Employees and ensure that the health and safety of others are not adversely affected).

ANNEXURE B
CONDITIONS OF Rental

Conditions of Rental - Community Venues (not staffed)

Introduction

Thank you for booking a Village of Teslin (Village) community venue. The Village aims to provide the local community with venues that are well maintained and accessible.

We ask that you read and understand these Conditions of Rental to ensure your use of our community venues runs smoothly, is safe and complies with the Village's regulations.

Booking confirmation and Conditions of Rental

These Conditions of Rental will be incorporated in the Agreement. The Village may vary these Conditions of Rental from time to time. A copy of the Conditions of Rental is available at the Village office or published on the Website. The Village will give notice of any proposed changes when an applicant makes a booking.

The Village will cancel any tentative booking one week from the date of the Renter's initial enquiry or tentative booking, unless the Renter provides a signed copy of these Conditions of Rental.

The Renter acknowledges that the Village may vary the Conditions of Rental signed by the Renter under clause 1(b) as set out in the Booking Confirmation and any Special Conditions.

Priority of access

The Village retains the right to cancel or relocate Bookings at any time if facilities are required for the purpose of the Village. In these instances, venue staff will endeavour to provide the Renter with reasonable notice and offer an alternative venue where possible. In the event that the Village is unable to offer a suitable alternative, all monies paid in respect of the cancelled function will be returned to the Renter. The Village is not liable to the Renter for any loss or damage suffered by the Renter as a result of such cancellation.

Fees and charges

Annual Schedule of Fee review - The Council reviews the Service Rates and Fees Bylaw (By-Law #17-220) at the beginning of each financial year. If such review occurs prior to the Renter entering into the Agreement, the Village will apply the then current Rental Fees and Charges payable by the Renter to reflect the rate applicable at the time of the relevant Booking Period.

Fee concessions - The Villages' Service Rates and Fees Bylaw includes reduced rates for Funerals and Potlatches. For rentals with reduced rates, the Renter agrees to clean to the complete level of cleanliness found in the Cleaning section of this agreement. No Fee waiver or additional discount will be applied to Fees incurred due to miss-use of the Venue or termination of this Agreement. A Deposit will still be required for bookings of Potlatches or Funerals but will be returned upon approval after inspection of the Venue.

Payment of Fees – The Renter must pay the Deposit requested by the Village prior to the Start Date of each Event as set out in the Details. Optional Payment methods are by debit card or cash paid at the Village Office, or by email transfer to the Village administrative assistant at admin.teslin@teslin.ca. The Renter must pay the Deposit in full before details of how to access the Venue, including details of key collection, will be provided. If these Fees are not paid, the Village will cancel the Booking.

Deposit –The Village reserves the right to ask for and retain a Deposit in the amount of \$400 to cover any expenses arising from the Renter's use of the Venue, for example, if the Venue is damaged as a result of the Renter's use or left in an unclean state. The Renter must pay this Deposit before the first Booking Period and

the Village will refund the Deposit after the last Booking Period unless the Village has claimed the Deposit under the terms of the Agreement.

Charges – The Village may impose a Charge on the Renter in the following instances:

- (i) the Renter is late in vacating the Venue;
- (ii) the Venue is left disorganized and untidy, and not to the standards found in the Cleaning section of this agreement;
- (iii) the Renter uses additional spaces within the Venue without the Village’s approval.

These Charges will be calculated at a minimum of an hour Fee rate for the Venue and in half hour increments thereafter and will be invoiced to the Renter after the relevant Booking Period

Changes to requirements – Any changes to a Booking made by the Renter within 24 hours before the Start Date may incur additional Fees.

GST – unless otherwise stated, GST is not included in rate found in the Service Rates and Fees Bylaw (By-Law #17-220) and is to be paid by the Renter at the same time as paying the Rental Fee. No GST is payable on any Deposit amount under By-Law #17-220, although GST may be included in amounts recovered against the Deposit. Costs plus GST will be considered in calculating any refund due to the Renter.

Interest – Any account unpaid after 30 days from date of invoice shall be considered to be in arrears and shall be charged a penalty of 10% of the total said invoice. Furthermore, the Village shall discontinue all services on any account unpaid after 60 days of date on invoice until overdue charges are paid in full.

Cancellations

The Renter must advise the Village in writing of any cancellation and the Village may charge the Renter a cancellation Fee as follows, which the Renter must pay on demand by the Village:

Notice of cancellation	Cancellation Fee
More than 24 hours prior to Booking	\$0 – all Fees paid by Renter are fully refunded
Less than 24 hours prior to Booking	Renter is liable for the full Rental Fee

Access to the Venue

Access instructions, including details of alarm codes and key collection, will be sent to the Renter upon payment of the Deposit. It is the Renter's responsibility to make arrangements for the safe pick-up and return of keys, where they are required. Access to the Venue is strictly limited to the Booking Period. To enter the building outside of these hours may trip the Venue alarms. The Village reserves the right to apply a Charge for costs incurred by any security call-out plus any additional Fees incurred under the Charges section of this agreement.

In the case of certain bookings, a single pre-event site inspection will be arranged with the Village’s venue staff during business hours to go through the facility check and cleaning schedule. Another site inspection will be done after the booking to check for completion of required cleaning duties.

The Village reserves the right to control the Venue including all means of entry and exit, and the timing of opening and closing the doors and admission of the public (including the right to refuse admission to any person or persons).

The Renter, or the Renter’s representative, must be in attendance before the advertised start of the Event Period and at the end of the Event Period

Lost property – the Renter or the Renter’s Employees must inform the Village before entering the Venue after the Booking Period to collect any items left behind or “lost” property. If any items are left behind for more than two days after the end of the Event Period, the Village will claim the Deposit for the Booking as a cleaning fee. Any items remaining after a period of 4 weeks will be disposed of, or, if items of value, turned in to the Police.

Use of the Venue

Permitted Use

- (i) The Renter may use the Venue for the Permitted Use during each Booking Period and for no

other purpose without the express prior written consent of the Village (or other authorized Village delegate from time to time). The Village does not warrant that the Venue is suitable for the Permitted Use.

- (i) The Renter is only permitted use of the exact area described and identified as the Venue in the Booking Confirmation.
- (ii) The Renter is responsible at its cost for setting up and take-down of all equipment required at the Venue for the Permitted Use when the Renter is receiving a reduced fee rate.

Facilities, equipment, and services –The Renter must let the Village team know when making a booking what facilities, equipment, and services they wish to use during the time of their booking. Any additional conditions (and Fees) that may apply will be set out in the Service Rates and Fees Bylaw.

Additions or alterations – The Renter will not make any addition or alterations to the structure, facilities, goods, equipment, or decoration of the Venue, unless approved by the Village in writing. Nails, screws, or any fastenings must not be driven into or attached in any way to walls, floors, furniture, or fittings. The Renter may use A-frames and temporarily fix signs inside the Venue with removal tape. If the Renter moves venue furniture and fittings, they must be returned to their original storage place. For safety reasons the Renter is required to stack all furniture as per instructions displayed in storage areas (chairs stacked 9 high). The Renter is responsible for the whole area of the Venue as described and specified in the Booking Confirmation. The Renter is liable for any damage to the Venue, its facilities, furnishings, and equipment during each Booking Period. This includes the behaviour of all people (invited or not) accessing the Venue during each Booking Period.

Children must be supervised at all times.

No animals, except assistance animals, are permitted at the Venue without the express prior written consent of the Village.

Presentation standards – the Village retains the right to request the Renter to remove any material which is considered by the Village to be detrimental to its Venue presentation standards.

The Renter must reimburse the Village as a debt due and payable on demand for all costs incurred by the Village as a result of the Renter not doing something under the Agreement that the Renter is required to do.

Cleaning

The Renter must leave all rented areas of the Venue secured as instructed by the Village, in a clean and tidy condition, removing all personal property and all decorations. Stains and damage must be reported to the Village after the Booking. Additional costs may be incurred by the Renter for damage to the Venue caused during the Booking Period.

For at the reduced rate fee, all cleaning requirements are to be done by the Renter. Supplies needed for cleaning are found in the janitorial closet to the right of the stage. As stated in lost items, a charge will also apply or the Deposit will not be returned if any items are left behind after the Booking Period. If the Renter does not comply with this clause, the Renter will accept responsibility for, and pay the cost of, any additional cleaning of the Venue, and this may result in suspension of future use of the Venues.

Area:	Duties required:
Furniture	Clean and wipe tables before putting away in trolley under stage. Stack chairs in piles of 9 in the store room.
Floors	Swept and mopped. If Mezzanine area used, floor should be vacuumed.
Kitchen	Surfaces wiped, dishes washed and put away, fridge and freezer emptied and wiped of any spills, oven turned off and wiped down.
Bathrooms	Left tidy and all garbage picked up from floors, toilet paper and paper towel restocked (supplies found in janitorial closet), toilets cleaned and flushed
Main Hall	All items removed, garbage put in garbage bins and thrown into the main bin outside the kitchen door, lights are turned off, doors closed and locked if possible.

Smoking

Smoking is not permitted at the Venue or any Village of Teslin premises.

Liquor license

If liquor is to be sold, supplied, or consumed at the Venue the Renter must obtain the Village's prior written consent to confirm the Booking and must obtain the proper insurance. If requested more than two weeks before the start of the Booking Period, Renters may request that the Village acquire and pay for the liquor liability insurance coverage, which will be added as a Charge to the Renter's invoice for the Event Booking.

The Renter may only sell or supply liquor at the Venue if the Renter complies with and, if necessary, obtains the relevant approvals and liquor license (**License**) required under the Yukon Liquor Laws. Copies of relevant approvals and the License must be provided to the Village at least 7 days prior to the Event.

A copy of the License must be prominently displayed at the Venue for the duration of the Event.

No alcohol is to be consumed outside the Venue.

The sale or supply to and or consumption of alcohol by minors at the Venue is prohibited and will result in Police action.

Indemnity

The Renter will indemnify and keep the Village indemnified for and against all damages, action, suits, claims, costs, and demands, which may be made or recovered against the Village by any person whatsoever in respect of any loss, injury (including death) or damage sustained whilst in or at the Venue except to the extent that such loss, injury, or damage is caused by the negligence of the Village, its servants, and agents.

Safety

The Renter should familiarize themselves with emergency evacuation procedures, which are clearly displayed inside all Community Venues for Rent, prior to accessing the Venue for each Booking Period. Community venues are equipped with basic first aid kits in the Rec Centre foyer, Arena foyer, Mezzanine, and skate room.

In the case of an emergency or fire, the Venue must be evacuated according to the evacuation chart clearly visible on the walls of the Venue.

The Renter must keep all exits clear and open for exit or entry without hindrance at all times. Blocking a fire exit is unlawful.

Use of dangerous goods – The Renter must not bring or permit any smoke machine, flame, candle, explosive, fuel, ammunition, pyrotechnic, firearm or flammable liquid or substance, or any dangerous weapon to be brought into, or used in a community venue. In exceptional circumstances, permission can be sought, in writing, from the Village, to use smoke or similar as part of a booking, for cultural purposes. In all cases, the Village will consult with Village's facilities management teams before informing the Renter if the use of smoke or other dangerous goods is permitted for the Event, on the terms set out in the Special Conditions.

Regulations

The Renter must comply with all legal requirements relating to the Permitted Use at the Venue, including obtaining any necessary approvals, working with children checks, or licenses required in relation to the Permitted Use. The Renter must immediately report any incidents at the Venue during a Booking Period where reporting obligations to a government authority are required in relation to such approvals, checks or licenses. The Renter's Employees must comply with the provisions of the Agreement, and the Renter agrees to accept responsibility for any failure on the part of the Renter's agents, employees, contractors, guests, and invitees to observe and comply with these provisions.

Conditions of contract

Prohibition of assignment – The Renter must not transfer, assign, sub-let or sub-hire its rights under the Agreement. To do so will render the Booking cancelled and full cancellation Fees will apply.

Serving of notices – Any notice required by a party under the Agreement may be sent to the email address listed on the Booking Confirmation (or other email address notified during the Term). A notice sent by email is deemed to be given at the date and time the sender's email server confirms the successful delivery of the

email to the other party (and the sender must retain evidence of that successful delivery to the other party).

Variation of Agreement - The Agreement may only be varied by the parties by agreement in writing.

General

The Agreement will be governed by and construed in accordance with the bylaws of the Village of Teslin.

The Agreement constitutes the entire agreement between the parties in respect of the subject matter and supersedes all prior agreements or representations.

The Agreement may be executed in any number of counterparts all of which taken together constitute one instrument.

Emergency contacts

In an emergency call 911 for the police or 390-2222 for the fire department.

Community Venues for Rent are unstaffed venues, therefore there is no on-site contact and no caretaker to assist during each Booking Period for after hours Bookings. For Bookings between Monday to Friday occurring between 8:30 AM to 5:00 PM, the Village office will be open and staff can be contacted at (867) 390-2530.

Definitions

In the Agreement unless otherwise stated:

Agreement means the venue rental agreement between the Renter and the Village for rent of the Venue for the Permitted Use, being the Booking Confirmation, Special Conditions, these Conditions of Rental and any attached schedules or annexures.

Booking means the acceptance of the Renter's request for booking the Venue, subject to the parties entering into the Agreement.

Booking Confirmation means that part of the Agreement containing the Booking Confirmation.

Booking Period means each booking period stated in the Details for each Event including the Event Period.

Charges means the amounts, if any, stated in the Details.

Conditions of Rental means the terms and conditions set out in this document, as amended from time to time and attached to the Booking Confirmation.

Deposit means the amount stated as the Deposit in the Details, if any.

Details means the details section of the Booking Confirmation

End Time means the time stated in the Details that each Booking Period ends, unless terminated earlier under the Agreement.

Event means each event held by the Renter at the Venue for the Permitted Use.

Event Period means the period of each Event held during each Booking Period stated in the Details.

Fee means, as the context permits, the Rental Fee, the Charges and any other amount payable under the Service Rates and Fees Bylaw.

Permitted Use means the permitted use of the Venue stated in the Details.

Renter means the person named as the renter in the Details and includes, where applicable, its employees, volunteers, contractors, agents, and invitees.

Renter's Employees means the Renter's employees, contractors and agents and all persons engaged or employed by the Renter in connection with the Event at the Venue, including volunteers and invitees.

Rental Fee means the fee stated in the Service Rates and Fees Bylaw (#17-220)

Schedule of Fees means the fees and charges set out in the Village's Service Rates and Fees Bylaw Charges Revenue Policy as amended from time to time and available on the Website.

Special Conditions means the special conditions, if any, included in the Booking Confirmation.

Start Time means the time stated in the Details that each Booking Period starts.

Term means the term of the Agreement, starting on the date of the Agreement and ending at the end of the last Booking Period, unless terminated earlier under the Agreement.

Village means the party named as the Village in the Details and includes, where applicable, its employees, contractors, agents, volunteers and invitees.

Organization: _____

Billing Address: _____

Representative: _____

Phone: _____

2nd Contact: _____

Phone: _____

Facilities Requested

_____ Recreation Complex

_____ Arena

_____ Curling Rink

_____ Recreation Complex with Kitchen

_____ Mezzanine

_____ Curling View Area

_____ Recreation Complex with Kitchen/Bar

_____ Ballfield

_____ Park

_____ Recreation Complex with Mic/Sound System

_____ Coffee (Extra \$30)

Dates: _____

Times: _____

Set up Time: _____

Set Up:

Special Requirements: Users responsible for setting up/taking down tables/chairs for reduced rate Events

Fee: as set out in Village of Teslin bylaw # 17-220

\$ _____

GST _____

TOTAL \$ _____

Cleanup/Damage Deposit \$400.00

IMPORTANT – PLEASE READ

I agree that I am over 18 years of age and agree that the above information is true and correct and the Booking for the Venue will remain tentative until it is confirmed in writing. I acknowledge that I have read and fully understand the Facility Use Permit and accept all Conditions of Rental as set out in this agreement. All the information in this application form shall incorporate the Facility Use Permit Agreement as if set out in full. I also acknowledge that by completing and signing this application, I will be liable for all Conditions of Rental imposed for Booking the Venue.

Permittee: _____
(Signature of Representative)

Village of Teslin: _____

Date of Issue: _____