

## TERMS AND CONDITIONS OF LICENCE

### Place Maillardville

- 1) For the purposes of this licence, the following interpretations apply:
  - a. **Licensee** – the renter, either / and individual or group including employees and agents.
  - b. **Licensor** – the Société Place Maillardville Society, its employees and agents.

It is understood and agreed that the Licensee and all agents and employees of the Licensee are not and shall not be deemed to be agents or employees of the Licensor.
- 2) While the licence grants to the Licensee a right to use the facilities as outlined herein, the facilities remain in all other respects under the control and in the possession of the Licensor. The licence does not grant to the Licensee any estate or interest in the facilities. **The Licensor therefore retains the right to cancel the licence at any time without refund of any fees paid and will do so if in the opinion of the Licensor any of the following events occur:**
  - a) Unsatisfactory conduct by the Licensee or its invitees;
  - b) Damage to the premises or to any facilities therein by the Licensee or its invitees;
  - c) Scheduling or special events which the Licensor deems to be of priority; (Note: In the event of such a cancellation and contrary to statement above Licensee shall be entitled to a full refund of fees paid, this will be the case for this clause ONLY)
  - d) Failure of the Licensee to comply with any conditions of the licence;
  - e) Failure to provide proof of the required insurance coverage or signed Waiver Acknowledgment Form prior to the event;
  - f) Failure of the Licensee to pay in full.
- 3) The Licensee shall:
  - a) Indemnify and save harmless the Society, its agent and employees, from any and all claims, liabilities, obligations and costs which arise out of or are in any way connected with the use by the Licensee of the facilities or which arise out of or are in any way connected with a breach by the Licensee of any of the terms and conditions contained in this licence:
  - b) Provide liability insurance or signed Waiver Acknowledgment Form for the benefit of all including user group members, participants and the Licensor. Liability insurance shall be a minimum of \$2,000,000 and name the Society, its agents and employees as Additional Insured. The Certificate of Insurance shall be received by the Society prior to the use of the facility by the Licensee;
  - c) Comply with all Provincial and Municipal regulations with respect to the dispensing and consumption of food and alcohol and shall obtain the required licenses and permits from the Provincial authorities and shall display same prominently at the function;
  - d) Be responsible for advising all attendees of the house rules and regulations and ensure that all regulations and ensure that all regulations are posted;
  - e) Provide a competent and trustworthy adult who will personally undertake to be responsible for the due observance of regulations governing the premises;
  - f) Exercise the greatest care in use of the facility and adjacent premises;
  - g) Report all damage immediately to the staff;
  - h) Indemnify the Licensor for the total cost of any and all damage to any real or personal property of the Licensor arising out of or in any way connected with the use of the facility by the Licensee, or arising out of or in any way connected with any breach of terms and conditions of this licence;
  - i) When required, to provide to the Licensor, for approval prior to the event, a floor plan showing seating, booths, tables, etc.;
  - j) Use only the premises named in this License for the time listed thereon;
  - k) Use the kitchen facilities for food warming purposes only;
  - l) Not permit any other group or organization not named on this licence to use said premises without the authorization of the Society;
  - m) Not use confetti, rice, glitter or anything of this nature in the facility;
  - n) Keep and maintain the facility in a clean and tidy condition at all times and be responsible for leaving the premises clean. Failure to do so will be deemed failure to perform and will result in an additional fee for maintenance deducted from the performance deposit;

- o) Arrange for in advance, with the staff, to utilize the Licensor's staff for duties other than those provided under the Licence agreement;
  - p) Provide and pay the full cost of such personnel as shall be necessary to ensure the proper and safe use of the said facilities;
  - q) Observe any additional terms and conditions laid out in Schedule 'A' (attached).
- 4) The Licensor shall reserve the right to waive the above liability insurance requirement **in section 3(b) above**. This waiver shall be based upon the activity planned by the Licensee and the potential risk to the facility or injury to the participants as presented by the activity.
- 5) All equipment, displays, goods and chattels of the Licensee brought onto or into the said facilities shall be the sole responsibility of the Licensee and the Licensee shall save the Licensor harmless from any liability which may arise by virtue of any damage to or loss of such equipment, displays, goods and chattels from any cause whatsoever.

**Licensee/Renter's Copy**