

# INDOOR FACILITY RENTAL TERMS & CONDITIONS

#### STANDARD TERMS

- 1. Facility rentals are not confirmed until a signed Facility Rental Agreement, and a facility rental deposit (if required) is received by the City of Yorkton.
- 2. The Applicant is at least 18 years of age and will assume all responsibility for adhering to these terms and conditions during the rental.
- 3. The Applicant agrees to the terms and conditions listed in this document.
- 4. The Applicant agrees to pay the indicated fees associated to the facility rental.
- 5. The Applicant agrees to pay the full rate of the scheduled rental if cancellations and/or changes are not received in writing a minimum of **seven (7) business days prior** to the start date of the rental.
- 6. "No Show" rentals are subject to the full rental rate.
- 7. Cancellation charges may apply to all rentals once the Facility Rental Agreement has been signed and received.
- 8. Rental changes less than 24 hours prior to the rental may result in additional fees.
- 9. Facilities are reserved only for the times listed in the Facility Rental Agreement. Any additional setup or tear down times must be communicated at the time of booking, and may incur additional rental fees.
- 10. Rental fees are subject to change and may vary on statutory holidays.
- 11. The City of Yorkton reserves the right to refuse any application, or to relocate or cancel any rental on short notice due to special events or circumstances beyond its control.
- 12. Physical and verbal abuse of City of Yorkton employees, contractors, service providers, and members of the general public is strictly prohibited. Facilities are governed by the City of Yorkton's Prevention of Verbal and Physical Abuse in Recreation Facilities and Properties Policy.
- 13. The City of Yorkton reserves the right to remove any person(s) from the facility with just cause.
- 14. The Applicant agrees that all supplies, furniture, fixtures, and equipment brought onto the premises during the rental term shall be done at the Applicant's own risk. The City of Yorkton is not responsible for lost, stolen, or broken items, or other damages caused by any items brought into the facility.
- 15. The Applicant agrees to indemnify and save harmless the City of Yorkton from any and against any and all liability resulting from injury or damage to any person(s) or property, directly or indirectly as a result of their participants, servants, employees, patrons, or guests.
- 16. The City of Yorkton advises the Applicant that the City of Yorkton's liability insurance coverage **does not** extend to include negligence on the part of its users. The City of Yorkton recommends that the Applicant seek out and carry sufficient liability insurance coverage for losses or damage for which the Applicant may be responsible.
- 17. Additional liability insurance coverage (minimum two million dollars) may be required for some events and at the discretion of the City of Yorkton.
- 18. The Applicant agrees that the Facility Rental Agreement will not be sub-leased without written consent from the City of Yorkton.
- 19. The Applicant agrees that they will comply with any additional Rules & Regulations posted at the facility.

# FIRE, SAFETY, & SECURITY

- 20. The Applicant agrees to adhere to all maximum capacity regulations as determined by the City of Yorkton. All aisles, corridors, hallways, and doorways are to be kept clear and free of obstructions at all times.
- 21. The Applicant agrees that any security requirements for the rental are the sole responsibility of the Applicant. Where available, the City of Yorkton will arrange for security services with related costs being added to the final invoice.
- 22. The Applicant agrees that Medical and First Aid provisions and personnel, if required, are the sole responsibility of the Applicant.

### **FOOD, DRINK, & ALCOHOL** (excluding the Gallagher Centre)

- 23. Food and drink is permitted during the rental. The applicant agrees to dispose of all items at the end of their rental.
- 24. Saskatchewan Liquor and Gaming Authority (SLGA) Rules and Regulations are enforced for all rentals where alcohol is present.
- 25. A permit is required for all events including alcohol.
- 26. A Special Occasion Application (approved by the City of Yorkton) is required to obtain a Special Occasion Permit (approved by SLGA).

### ADDITIONAL CHARGES MAY BE APPLIED

- 27. The Applicant agrees to pay for any supplies, furniture, fixtures, or equipment damaged or destroyed during the rental, beyond acceptable wear and tear as determined by the City of Yorkton. Any damage is to be reported to the City of Yorkton immediately and at the latest the first business day following the rental.
- 28. Thumbtacks, nails, staples, tape, and like items are not to be used in to affix items to walls. "Sticky tack" is permitted. Additional charges will be applied for the removal and restoration of damage caused by non-permitted item usage.
- 29. Confetti and confetti-like substitutes are not permitted. Charges may be applied for additional cleanup if required.
- 30. A Minimum call-out fee of \$100.00 will be charged to any user causing City Staff to respond to a user-related call-out (false alarms, after-hours user requests or changes, etc.).
- 31. City of Yorkton facilities are non-smoking. This extends to all tobacco related products including vaporizers, e-cigarettes and chewing tobacco. Additional charges may be applied for smoking in non-smoking areas.
- 32. Facilities are to be left in the condition in which they were found. Charges may be applied for additional janitorial and rental cleanup, beyond normal acceptance and general wear and tear.

# **FACILITY KEYS & ACCESS**

- 33. A valid credit card is required to sign out and obtain keys for facility access. Credit Card information is maintained on file for any additional charges for damage, cleanup, call-outs, etc.
- 34. Under no circumstances are facility keys to be given to another individual.
- 35. The Applicant is not permitted to have additional keys cut.
- 36. The Applicant will be charged if the City of Yorkton is required to re-key a facility due to a key holder violating these terms and conditions.
- 37. Keys which are lost or stolen must be reported to the City of Yorkton immediately and at the latest the next business day.

Violation of these terms and conditions may impact the Applicant's ability to rent City facilities in the future.