



MARITIME HERITAGE SOCIETY RENTAL AGREEMENT (Non-Smoking Building)

- A. Use of the facilities will be by contract only.
- B. AT THE TIME OF BOOKING, A DEPOSIT OF 50% OF THE RENTAL COST MUST BE PAID.
- C. FINAL PAYMENT MUST BE MADE PRIOR TO THE EVENT, 90 days if for a wedding or during the Christmas Season; 30 days for all other events. Payment must be made at the Maritime Heritage Centre Office weekdays (9:00 am – 5:00 pm). It should be noted that the office is closed on weekends and statutory holidays.
- D. Use MUST NOT EXCEED time stated on contract. Any additional time used will be charged to the Organization or Individual booking the Centre.
- E. The Individual or Organization renting the facility is responsible for ensuring proper control of all people participating in the event. Proper Control applies to the interior and exterior of the building.
- F. Individuals or Organizations renting the facility will be CHARGED FOR ANY/ALL DAMAGE resulting from the misuse of the facilities and equipment during the reserved period of time. This takes into account damage to the interior and exterior of the building.
- G. Keys will not be loaned out to ANY individual or organization for access to the facilities. Staff will be on duty during all functions.
- H. All functions MUST END NO LATER THAN 1:00 AM. All equipment (e.g. band equipment, decorations, etc.) must be removed from the building IMMEDIATELY following the function, unless other arrangements have been approved by the Centre. Equipment left in the building will be removed at the expense of the individual/organization, and costs billed directly to that individual/organization. The Centre will not be held responsible for damage to any equipment so removed.
- I. In all matters concerning the use and operation of the facilities, the decision of the Operations Manager SHALL BE FINAL.
- J. Anyone hosting an event where alcohol is to be served must ensure that **bartending during the event will be provided by a service group** (i.e. Lions, Kinsmen, etc.) which has Serving It Right Certificates. Individuals (friends, relatives), even though they may have the Serving It Right Certificate, **are not acceptable** as bartenders in the Maritime Heritage Centre. The LIQUOR PERMIT must be displayed at all times during the function. The bartender is to tend bar and maintain control throughout the event.
- K. Catering is totally the responsibility of the renter. A catering kitchen is available for rent if required.

CANCELLATIONS

- A. Anyone needing to cancel a reservation must notify the Maritime Heritage Centre Office at least 30 days prior to the scheduled event. Failure to provide such notice will result in the following cancellation fees:
 - a. 29-15 days prior to the first rental date: 100% of Booking Deposit
 - b. 14 or fewer days prior to the first rental date: 100% of Total Rent

NOTE: Cancellation of events during the Christmas Season (December 1 – 31) or weddings at any time requires 90 days notice for refund of deposit. **Cancellation fees for these events:**

 - 1. 59-30 days prior to the first rental date: 100% of Booking Deposit
 - 2. 29 days or fewer prior to the first rental date: 100% of Total Rent
- B. The Centre retains the right to refuse a permit or to cancel a reservation. Upon cancellation, every effort shall be made to provide the permit holder with reasonable notice.

LIABILITY

The Renter Agrees:

- 1. To accept the said facilities at his/her own risk. It is the permit holder's responsibility to inspect for hazards and damage prior to use.
- 2. To covenant to hold the Maritime Heritage Centre harmless for all and any legal liability for loss, costs or damages resulting from bodily injury including death, of, or to, any person or persons, or from the damage to the property of others arising from the use authorized by the contract.

INSURANCE

The Maritime Heritage Centre requires comprehensive general liability insurance from applicants requesting to use the facilities for a major event. A major event would include all activities where:

- a) Alcohol is to be served
- b) The activity is considered by the Centre to be high risk in nature.

The minimum Liability insurance requirements are:

- a) Comprehensive General Liability policy of not less than \$3,000,000 Public Liability and Property Damage
- b) The Maritime Heritage Centre to be named as additional insured.
- c) Must contain a Cross Liability Clause including Host Liquor License Extension Endorsement.
- d) Copy of policy must be provided to the MHC one week prior to the event.

SET UP TIME

- A. Daily rental includes 10 hours. Any extra time required for decorating, etc. will be charged at \$25 per hour, and must be arranged through the Centre prior to the day of the event.
- B. Groups wishing to decorate the facility are notified that the use of nails, tacks, staples, tape, & rafter decorating IS NOT PERMITTED, and that all candles must be kept in a fire retardant container. No open flames please. Use of propane heaters & BBQ's are prohibited. Decorations must be removed as part of the clean up immediately following the event. ***Please ... no confetti, rice, flower petals or bubbles, etc.***

USE OF ALCOHOL

- A. Liquor is not to be taken into or consumed on any part of the premises unless a Liquor Permit is in effect. Use of liquor is restricted to the inside building and balcony only.
- B. Users of the facilities who intend to serve Liquor must advise the Centre's office at the time of booking.
- C. Liquor may not be stored in the facility overnight. Arrangements may be made to store mix only in the building.
- D. It is the responsibility of the user to be aware of and enforce all regulations as outlined in the Liquor Control and License Act (Copies are available from www.pssq.gov.bc.ca/lclb or RCMP).
- E. All alcohol must be served in glasses or cups. Bottles are not permitted on tables.
- F. Alcohol is not to be served to a minor or to anyone suspected of being impaired.

CLEAN UP / CUSTODIAL

- A. Custodial service is a requirement for all rentals, and will be included in the Rental Fee.
- B. Failure to leave the premises in a reasonable and undamaged condition will result in cost of repairs being withheld from damage deposits. If cost of repairs exceeds the damage deposit, renters will be billed for the excess.
- C. Excessive mess left behind may incur extra clean-up charges.
- D. All personal items, decorations, and musical equipment must be removed at the end of the event.

SOCAN

The Society of Composers, Authors and Music Publishers of Canada requires that users of any music, live or recorded, must obtain a SOCAN music license. To ensure that the appropriate license is in place, the policy of the Maritime Heritage Centre is to collect and remit the license fee to SOCAN. Please note that the use of copyright music in public without a valid SOCAN license may lead to legal action for copyright infringement under the Copyright Act of Canada.

PARKING

The parking lot adjacent to the Maritime Heritage Centre belongs to the City of Campbell River, not to the MHC. The Farmers' Market utilizes the parking lot on Sundays, from May to October, and the month of December. Any vehicles left overnight in the market area must be removed by the owner before 6 am Sunday morning, or they may be moved, to a different location by the Farmers' Market.