

RHINELAND PIONEER CENTER

P.O. Box 1630 ALTONA, MB R0G 0B0
TEL: (204) 324-9005 FAX: (204) 324-6472

RENTAL AGREEMENT

The Rhineland Pioneer Center (RPC) is a NO SMOKING facility. There will be NO SMOKING & NO VAPING allowed anywhere inside the building. Smoking is allowed only outside the building, where a receptacle is provided. There is also no cannabis allowed within the building.

1. DOWN PAYMENT/DAMAGE DEPOSIT

- All invoice terms are 30 days as per Town of Altona policy. Any invoices not paid within this time will be subject to interest charges.
- The Town of Altona requires a down payment/damage deposit on all rentals as follows:
 - For social events, the entire rental fee of \$450 is required to confirm your booking. Corkage fees will be invoiced after the event.
 - For weddings, banquets, meetings, etc. 50% of the rental fee with a minimum of \$250 is required to confirm your booking. The balance of the rental fee, plus any additional charges (corkage, projector rental, etc.) will be invoiced after the event.
- This deposit can be by cheque, cash, debit, or credit card. In addition, for all wedding and social rentals, a credit card number must be provided and will be used for pre-authorization.
- Bookings also require a signed rental agreement along with the deposit payment.
- There is a checklist which our maintenance staff goes through after every event. If there is any damage which happened during the event, any items missing or instructions not followed as per the list, ***the Renter is responsible for the cost of the repairs or missing items.*** This includes any damage or items missing used by a caterer. These costs will be added to your bill.
- For all social type events, additional personal information is required for security purposes. Street and/or mailing address as well as a driver's license number.
- Renters are liable and responsible for all activities within the RPC for the duration of the rental period.
- In the case of social type events, the Town of Altona will hire a private security firm to provide security for the event, *the cost for security is included in the corkage fees.*

2. CANCELLATION POLICY

- In case of a Renter cancellation, 30 days notice is required. Cancellations not made within 30 days of the event will forfeit the down payment.
- In case of the Town of Altona cancelling use of the facility for any reason such as fire, flood, acts of God, unforeseen circumstances, etc. the Town of Altona is not responsible for any costs incurred by the renter by such cancellation.

3. RAIN LOCATION BOOKINGS/SET-UP

- All bookings of the RPC as a rain back-up location will be required to pay a non-refundable fee of \$500.
- The RPC can be booked for set-up and decorating no earlier than 3:00pm on the day before the event for a fee of \$100.

4. KEYS & EXTRA CHARGES

- A key is available on the day of rental for set-up and clean-up. Check with the Altona & Area Recreation Office in the Millennium Exhibition Center for available times. General office hours are Monday to Friday from 8:30am to 5:00pm. If keys are not returned within 2 business days of the event there will be a \$25 fee attached to your final billing.
- If a caterer requires the use of the kitchen in advance of booked dates, there will be a \$50 daily charge to the Renter.

5. TABLES & CHAIRS

- The set up of the tables and chairs is the responsibility of the Renter. Tables and chairs can be set up by our staff for an extra fee of \$125. Tables and chairs will be retrieved and stacked by our staff after a function.
- Tables and chairs should be left in the same shape at the completion of the event as when it began.
- Round tables & padded chairs are for sit-down meals only. Socials are to use the rectangular tables and plastic chairs ONLY.

6. SOUND SYSTEM OPTIONS

- The PA system is included with the rental of the facility and will be set up by the caretakers upon request.
- Do NOT plug in your laptop computer or digital piano directly into the sound system as this may cause damage to your equipment as well as the p.a. system. Renters are responsible for any sound system damages resulting from ignoring this regulation.
- The video projector and laptop are included but must be pre-arranged.
- A digital piano is available but must also be pre-arranged.

7. DECORATIONS

- *No nails, tacks, tape or screws are to be used during decorating.* This facility allows ONLY Fun Tack as a tool for hanging decorations on walls.
- *No form of tape is allowed on the floor,* as this damages the wax.
- If walls or floors are damaged as a result of any decorating methods there will be a damage fee added to the Renter's final billing.
- No confetti allowed in or on the premises.
- Helium filled balloons/decorations are not allowed.
- All decorations must be removed by the Renter immediately after the function.

8. OTHER

In particular, and without limiting the generality of the following, the Renter acknowledges and agrees that:

- i. The building owners, operators, police and liquor inspection have a lawful right of entry to inspect the Premises at any time during the Function and to enforce all applicable laws.
- ii. The Renter is liable for any and all damages to the Premises that occur during the Period of Occupancy. The Town may, entirely in its own discretion, relieve the Renter from liability upon production of evidence satisfactory to the Town that the damage occurred from a cause entirely unrelated to the function.
- iii. The Renter's right of occupancy for the Premises hereunder shall be immediately forfeit and at an end and the Renter shall forthwith surrender possession of the Premises to the Town if any liability insurance to be provided hereunder is cancelled or reduced below the minimum coverage required for the Function.
- iv. The Renter shall indemnify and save harmless the Town from and against any and all claims, demands, actions, loss, costs, damages or expenses whatsoever for which the Town shall or may become liable or incur or suffer as a covenant, term or provision of this Agreement, or by reason of any injury occasioned to, or suffered by, any person or damage to any property, arising by reason of any wrongful act, neglect or default on the part of the Renter or any of its employees, agents, contractors, customers, licensees, invitees, or any other person permitted by the Renter to be on the Premises.
- v. The town shall not be liable nor responsible in any way for any personal or consequential injury of any nature whatsoever that may be suffered or sustained by the Renter or by any employee, agent, customers, licensees, invitees, or any other person while such person is in or about the Premises, save such as is caused by the gross negligence of the Town, its agents, servants and employees. For greater certainty, but without restricting the generality of the foregoing, the Town shall not be liable for:
 - a. Any damage or damages of any nature whatsoever to any property caused by failure, breakdown or other cause, to supply adequate drainage, snow or ice removal, or by interruption or failure of any service or utility or elevator or escalator or other service, or by steam, water, rain, snow, or other substances leaking into, issuing or flowing into any part of the Premises or from the water, stream, sprinkler or drainage pipes or plumbing of the Premises, or from any other place or quarter, or for any damage caused by anything done or omitted to be done by any other renter, its agents, servants, employees, licensees, or invitees;
 - b. Any act, omission, theft, malfeasance or negligence on the part of any agent, contractor or person from time to time employed by the Town to perform janitor services, security services, supervision or any other work in or about the Premises; or
 - c. Loss or damage, however caused, to books, records, files, money, securities, negotiable instruments, papers, computer equipment (including hardware and software) or other valuables of the Renter, its agents, employees, servants, licensees, and invitees;
- vi. And the Renter shall indemnify the Town against and from all loss, costs, claims, or demands in respect of any injury, loss or damage referred to above.
- vii. The Renter shall not occupy the Premises without first providing evidence in writing satisfactory to the Town of comprehensive general liability insurance for the mutual benefit of both the Renter and the Town, against claims for bodily injury, including death, and property damage or loss arising out of the use or occupation of the Premises by the Renter, its agents, servants, employees, contractors and invitees; such insurance shall be for the amount of not less than Two Million (\$2,000,000.00) Dollars per occurrence with a maximum aggregate of Two Million (\$2,000,000.00) Dollars. However, the Town reserves the right to refuse to provide said coverage, thereby releasing the Town from any potential liability claim from the event.
- viii. The Renter has read this agreement in its entirety and understands the terms and provisions thereof and if an individual is of the age of majority.

9. NO SOCIAL GATHERINGS KNOWN AS "RAVES" ARE ALLOWED WITHIN THE FACILITY.

- The Town of Altona reserves the right to restrict, refuse, or decline any rental requests that are deemed inappropriate by management. This may or may not include rentals that are known to have caused previous issues or issues in other facilities, usage of illegal substances, and any other cause as determined by the management.

RHINELAND PIONEER CENTER
RENTAL FEES (ALL FEES ARE PLUS GST)

SOCIALS \$450 *plus corkage fees*

GENERAL MEETINGS, ETC. – NO Meal Service or use of kitchen in Main Hall

Up to 100 people	\$300
100 – 200 people	\$400
200 – 400 people	\$525
Over 400 people	\$600

CRAFT & VENDOR SALES \$375.00

DINNER MEETINGS* (i.e. weddings & banquets, etc. – includes use of kitchen)

Up to 100 people	\$350
100 – 200 people	\$500
200 – 400 people	\$600
Over 400 people	\$700

**Plus Corkage fees for functions with alcohol.*

MEETING ROOM

Meeting Room – <i>up to 4 hours</i>	\$50
<i>4 hours – 1 day</i>	\$80

Stage Only – <i>up to 4 hours</i>	\$75
<i>4 hours – 1 day</i>	\$125

RHINELAND PIONEER CENTER
KITCHEN RULES

1. All dishes, cutlery and utensils must be properly washed and returned to their original carts or shelves as labelled. Failure to do so will result in additional charges. *No dishes, roasters, coffee perks, or any other equipment or property are to be taken from the RPC for any reason.*
2. All coffee perks and carafes must be cleaned properly. Please make sure that there are no grounds left in the bottom of the coffee maker.
3. Range, ovens, and ALL kitchen equipment used must be cleaned properly. Please ensure that all kitchen appliances are properly shut down after use.
4. The deep fryers and griddle are only to be used with prior special arrangement with the Town of Altona.
5. All garbage is to be placed in supplied garbage bags, tied and placed into the garbage containers located outside the North doors. All cardboard boxes, empty bottles and recyclable containers need to be separated and deposited into the recycling bin located next to the garbage bin located outside the North doors. If not, there will be a surcharge of \$25.
6. *No tea towels or dish cloths should be removed from kitchen.* The maintenance staff will launder all tea towels and dish cloths. If any are missing after your event you will be charged for them.
7. Please ensure that the dishwasher is **drained and turned off** after your event.
8. The caterer is responsible for providing any serving or food preparation items not provided by the RPC.
9. **Caterers are required to provide evidence of a minimum of \$2,000,000 liability insurance before being allowed access to any kitchen facilities in the RPC.**
10. ***Any and all food served in the Pioneer Centre shall be prepared either***
 - ***Completely in the Pioneer Centre kitchen or,***
 - ***In a government inspected and approved kitchen such as a licenced caterer or restaurant, and then transported directly to the Pioneer Centre or,***
 - ***In one of the other two kitchens in the Millennium Exhibition Centre, and then transported directly to the Pioneer Centre***

NO food that is prepared in a non-government inspected and approved kitchen is allowed to be served in the Pioneer Centre.

RHINELAND PIONEER CENTER

BAR RATES & RULES

1. The \$450 rental deposit fee shall be paid in full prior to all rentals; as well, a credit card number must be provided for pre-authorization. In case of a cancellation, 30 days notice is required. *Cancellations not made within 30 days will forfeit their deposit.*
2. It is the responsibility of the Renter to apply for a temporary permit from the Manitoba Liquor & Lotteries Corporation for their event and to post the permit during the event.
3. The Renter shall adhere to the regulations in the liquor permit. It is important to note that drinks are allowed ONLY IN THE RPC. Drinks are *not* allowed in bathrooms, outside, etc.
4. All empty and full bottles MUST be removed the same day.
5. If serving food, all supplies and materials must be returned to their original locations.

The Center shall provide ICE, PRE-MIX, CUPS, and BARTENDERS and SECURITY STAFF AS REQUIRED. The Town of Altona will arrange for Bartenders and Security Staff; this is included in the corkage fees. Bartender/Security hours are from 8:00pm to 1:00am. Additional time is \$20 per hour, per staff person.

Corkage is calculated by the unit. One unit is one 25 oz. or 750 mL bottle of liquor, or 24 bottles of beer, or one 2 L bottle of wine.

Corkage charges are calculated as follows*:

<i>0 to 20 units sold:</i>	\$425.00
<i>21 to 40 units sold:</i>	\$525.00
<i>41 to 60 units sold:</i>	\$700.00
<i>61 or more units sold:</i>	\$850.00

Please note that 'Social Events' have separate corkage charges, shown below.

**Plus GST*

RHINELAND PIONEER CENTER

'SOCIAL EVENTS' ONLY

BAR RATES & RULES

1. A \$450 down payment/damage deposit shall be made for all social functions; as well, a credit card number must be provided. In case of a cancellation, 30 days notice is required. Cancellations not made within 30 days of the event will forfeit the \$100 down payment.
2. **Anyone under the age of 18 is strictly prohibited from attending any social type event in the RPC where alcohol is to be served, excepting as per clauses 3 & 4 below:**
3. That for pre-wedding socials special permission may be granted for minors to attend socials ONLY if permission is requested in writing, and that legal guardian(s) of the minor(s) to attend will be in attendance of the event and be in charge of said minor(s) for the entire event. Permission will ONLY be considered for immediate family members or the bride/groom and those that are in the actual wedding party (bridemaids/groomsman).

In addition, for the annual Sunflower Festival social the queen contestants that are still minors be allowed to attend this event.

4. **In accordance with M.L.L.C. regulations, minors will not be served alcohol at any event in the Pioneer Centre.**
5. It is the responsibility of the Renter to apply for a temporary permit from the Manitoba Liquor & Lotteries Corporation for their event and to post the permit during the event.
6. The Renter shall adhere to the regulations in the liquor permit. It is important to note that drinks are allowed ONLY IN THE RPC. Drinks are *not* allowed in bathrooms, outside, etc.
7. All empty and full bottles MUST be removed the same day.
8. If serving food, all supplies and materials must be returned to their original locations.

The Center shall provide ICE, PRE-MIX, CUPS, and BARTENDERS and SECURITY STAFF AS REQUIRED. The Town of Altona will arrange for Bartenders and Security Staff; this is included in the corkage fees. Bartender/Security hours are from 8:00pm to 1:00am. Additional time is \$20 per hour, per person.

Corkage is calculated by the unit. One unit is one 25 oz. or 750 mL bottle of liquor or 24 bottles of beer, or one 2 L bottle of wine.

Corkage charges are calculated as follows*:

<i>0 to 20 units sold:</i>	\$800
<i>21 to 40 units sold:</i>	\$950
<i>41 to 60 units sold:</i>	\$1350
<i>61 or more units sold:</i>	\$1650

**Plus GST*

ATTACHMENT 1

(herein called "MUNICIPALITY")

OUTSIDE USER POLICY: APPLICATION FOR USE OF MUNICIPAL FACILITIES – PART 1

INTRODUCTION

The purpose of this Outside User Policy/Application is to manage and reduce the risk of injury to persons using municipal facilities or grounds. The municipality ("MUNICIPALITY") acknowledges that municipal facilities are an integral part of the community. It is to the benefit of the individual / group wishing to use municipal property to take all reasonable steps to reduce the risk of such injury. **MUNICIPALITY** therefore requires that you (the outside user/applicant, herein called **APPLICANT**) demonstrate to the satisfaction of **MUNICIPALITY** that there will be sufficient controls in place to follow the conditions of the permit and to prevent foreseeable harm or property damage related to activities at the event. **MUNICIPALITY** has developed this Outside User Policy in order to:

- Establish rules for the use and operation of municipal facilities by outside individuals and user groups.
- Promote safe, responsible use of these facilities.
- Reduce the risk of injuries/property damage and subsequent liability risk.

Even small groups holding low-risk functions such as meetings, conferences, 75th birthdays, wedding showers, hall-walkers, square dancing and similar functions may be vulnerable to lawsuits for injuries that arise out of their activities. User groups and their organizers are not covered under the municipality's liability insurance, and should therefore obtain liability insurance for their activities, or confirm with their insurance broker that they are covered under their home-owners insurance policy.

Individuals or groups running organized or higher risk activities involving arenas or athletic field(s) for sports, or sponsoring an event/function where tickets are sold, involving alcohol, or where attendance exceeds 150 persons, face greater risk and should therefore ensure they have liability insurance coverage to protect themselves from lawsuits for injuries (a minimum of \$2,000,000 coverage is recommended).

Various outside groups may have access to liability insurance from their parent organizations such as Sport Manitoba, Boy Scouts, Girl Guides etc. and should confirm for themselves whether such insurance exists for them. **An alternate source of liability insurance is available through the MUNICIPALITY.**

APPLICANTS will not be permitted use of facilities unless they accept the **Conditions** printed herein. **APPLICANT**/permit holder hereby agrees to indemnify and save **MUNICIPALITY** harmless from all claims arising from the event/function.

CONDITIONS

1. The building/facility will be available for use only upon presentation of this permit to the municipal representative in charge.
2. The building/facility is to be used only on the date or dates, and hours, and for the purpose specified.
3. If a program requires the use of more than one site **APPLICANT** must provide one adult supervisor for each site in use.
4. The members of any group or organization or spectators while in or on a municipal facility must be under the immediate supervision and control of a competent and trustworthy adult who will undertake personally to be responsible to the municipal representative for the due observance of the requirements of the **MUNICIPALITY**. The name(s) of the supervising adults(s) must be entered on the application for permit.
5. Buildings/facilities shall not be used for private gain except if specifically approved under this permit.
6. No liquor is to be brought onto, served and/or consumed on the premises without specific approval of the municipality and an occasional permit from the Manitoba Liquor Control Commission.
7. Non-alcoholic beverages and food may only be brought into the building/facility with the permission of the supervisor and may only be served in designated areas.
8. Glass bottles or containers may not be brought into auditorium/pool areas.
9. The times listed on the permit are the times in which participants can enter the building/facility and must be completely clear of the building.
10. All aisles and exits must be kept clear.
11. Aisles must be maintained as shown on auditorium seating plans.
12. Without written permission from the director of buildings/designate, no structure or apparatus should be placed upon or be erected on municipal property (permission indicated on this permit).
13. Municipal Equipment cannot be used without permission (indicated on this permit).
- 14. SMOKING IS STRICTLY PROHIBITED IN ALL MUNICIPAL BUILDINGS.**
15. Organizations granted continued use of facilities, must give one week's notice in writing before the date of discontinuance. **MUNICIPALITY**, however, reserves the right to discontinue any permit on short notice.
16. Permits are not transferable.
17. **APPLICANT**/permit holder will protect, indemnify and save harmless **MUNICIPALITY**, its servants or agents, of and from all claims for damages that may arise out of the use of buildings/facilities/grounds by **APPLICANT**/permit holder.
18. **APPLICANT**/permit holder shall be responsible for any loss or damage to the building or equipment resulting from use by him or any other persons whomsoever covered by the permit. A certificate by the Director of Buildings/designate shall be evidence of such loss or damage and **APPLICANT**/permit holder shall pay the amount of such loss or damage upon demand being made on him by the Chief Administrative Officer/designate of **MUNICIPALITY**.
19. Immediately following each event, the municipal representative shall inspect the facilities used for evidence of damage or improper use. **APPLICANT**/permit holder should accompany the municipal representative where possible, during this inspection and sign the permit checklist form.
20. Appropriate footwear must be worn in facilities used for sports activities.
21. Permits are subject to all bylaws of the **MUNICIPALITY** and regulations thereunder governing the use of public buildings in said **MUNICIPALITY**.
22. Improper use of municipal property, for the use of which a permit has been granted, will result in immediate cancellation of the permit.
23. No admittance charge shall be made or tickets sold in advance, or a collection of any kind taken, unless the intention to make such charges, sell such tickets, or take a collection is stated on the application for permit, and is approved, or is a normal part of the event being held.
24. Permission to use municipal facilities does not carry with it the right to use any moveable apparatus in the facility. Special application must be made for the privilege. Specific use shall be shown on the permit.

Please complete Application for Use of Municipal Facilities – Part 2 on next page.

PERMIT

OUTSIDE USER POLICY: APPLICATION FOR USE OF MUNICIPAL FACILITIES – PART 2

PLEASE PRINT

MUNICIPALITY: _____ FACILITY: _____

APPLICANT: _____ NAME OF CONTACT PERSON: _____

ADDRESS: _____ POSTAL CODE: _____ TELEPHONE: _____

TIME OF USE APPLIED FOR – FROM _____ AM PM DATE: _____ TO _____ AM PM DATE: _____

PARTICULARS OF ACTIVITY: _____

NUMBER OF PARTICIPANTS EXPECTED: _____ AGE OF PARTICIPANTS: _____

NAME(S) OF SUPERVISOR(S): _____ TELEPHONE NUMBER(S): _____

REQUIREMENTS (FACILITIES/EQUIPMENT)

ARENA SWIMMING POOL MEETING ROOM # _____ SHOPS AUDITORIUM/THEATRE HALL/MULTI-PURPOSE ROOM SOCCER/BASEBALL FIELD

OTHER: _____

TYPE & QUANTITY OF EQUIPMENT, IF REQUIRED: _____

OTHER TERMS OR CONDITIONS: _____

LIABILITY INSURANCE	
<input type="checkbox"/> Applicant has and will provide Confirmation of liability insurance.	
- Or -	
<input type="checkbox"/> Coverage required by user, see Chart on next page.	
Premium:	\$ _____

RENTAL/OTHER FEES	
1. Use of Facilities	\$ _____
2. Caretaker	\$ _____
3. Security	\$ _____
4. Liability Insurance Premium	\$ _____
Total Amount Due:	\$ _____

This is to certify that (I) (My organization), while occupying said facilities, will provide and be responsible for adequate adult supervision and the security of municipal property and will abide by all rules and regulations as established by the MUNICIPALITY. I (we) agree to pay for any damages incurred to property and/or equipment and to pay rental fees as outlined. The permit holder (user group) will protect, indemnify, and hold harmless the MUNICIPALITY and its agents from all claims for damages that may arise out of the use of buildings, grounds, or equipment by the permit holder. If liability insurance premium is not indicated above, the permit holder (user group), agrees to obtain his/their own liability insurance for this event.

Dated this _____ day of 20____ Signed (Contact Person): _____

Permit Approved by (Facility/Property Designate): _____ Date Issued (dd/mm/yy): ____/____/____

If insurance is applied for above, fax pages 2 and 3 of this form to Western Financial Group Insurance Solutions, Attention: Commercial Service Team at commercialservice@westernfgis.ca or fax 204-957-0678. Your Municipal office will be invoiced the premium.

OUTSIDE USER LIABILITY INSURANCE RATES - \$2,000,000 COMMERCIAL GENERAL LIABILITY

PLEASE CIRCLE APPROPRIATE PREMIUM

SPORTS	Number of Participants	Premium		
		One Day	Two Days	Seasonal
Badminton, Dance Lessons, Horseshoes, Tennis, Curling, Bowling, Skating	1 – 25	\$25	\$50	\$75
	26 – 100	\$50	\$100	\$150
	101 – 250	\$75	\$150	\$225
	Over 250	Refer	Refer	Refer
Baseball, Basketball, Field Hockey, Floor Hockey, Handball, Racquetball, Soccer, Squash, Softball, Volleyball, Swimming with Lifeguard, Non-Contact Touch/Flag Football, Track and Field	1 – 25	\$50	\$75	\$150
	26 – 100	\$100	\$150	\$300
	101 – 250	\$150	\$225	\$450
	Over 250	Refer	Refer	Refer
Occasional Pool Use	1 - 2 hours	\$25		
	Over 2 hours	\$50		
Recreational Non-Contact Ball Hockey	Pick-up – Max. 30 Players	\$50	\$75	\$100
	League	Refer	Refer	Refer
Recreational Non-Contact Ice Hockey	Season – September - April	Season – May - August		
Adult Pickup – Max. 30 players	\$125	\$100		
Adult League	\$225/team	Refer		
Adult Tournaments – Non-Contact Only	Up to 8 teams	\$250		
	9 – 16 teams	\$375		
One time recreational adult hockey	1 – 30 players	\$25 (max. 1.5 hours)		
One time recreational skating	1 – 25 participants	\$25 (max. 1.5 hours)		
No Sticks or Pucks	26 – 100 participants	\$35 (max. 1.5 hours)		
	101 – 250 participants	\$75 (max. 1.5 hours)		
Beer Garden – applicable to sporting events only	1 – 100 participants	\$100/day		
	101 – 250 participants	\$150/day		
	251 – 500 participants	\$200/day		
	Over 500	Refer		
MEETINGS & OTHER EVENTS	Number of Participants/Attendees	Premium		
		Day	2 – 3 Days	Over 3 Days or Seasonal
No Alcohol: Examples: Arts & Crafts, Socials, Weddings, Church Meetings, Rummage Sales, Prenatal Classes, Seniors Group Meetings, Family Reunions, Teas, Homecomings, Birthday and Anniversary Parties	1 – 25	\$25	\$50	\$75
	26 – 100	\$50	\$100	\$150
	101 – 250	\$100	\$200	\$300
	251 – 500	\$150	\$300	\$500
	Over 500	Refer	Refer	Refer
With Alcohol, Add to above premiums:	1 – 15	\$75	\$150	\$225
	26 – 500	\$125	\$250	\$375
	Over 500	Refer	Refer	Refer

Activities Not Listed – Contact K. Keating at Western Financial Group Insurance Solutions– Phone: 1-800-665-8990 Ext. 6154

If insurance is applied for above, fax pages 2 and 3 of this form to Western Financial Group Insurance Solutions, Attention: Commercial Service Team at commercialservice@westernfgis.ca or fax 204-957-0678. Your Municipal office will be invoiced the premium.

Rhineland Pioneer Centre

ASSUMPTION OF RESPONSIBILITY, RISKS AND LIABILITY WAIVER

BY SIGNING THIS LEGAL DOCUMENT, YOU WILL BE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE - PLEASE READ CAREFULLY.

I, _____, hereby acknowledge and confirm that prior to signing this document I have been informed and understand that it is my responsibility, as Renter, to provide general liability insurance for the mutual benefit of both myself and the Town of Altona against any and all claims arising out of my use or occupation of the premises.

I realize there are potential risks inherent in my use or occupation of the premises and I CHOOSE NOT TO PROVIDE GENERAL LIABILITY INSURANCE initials: _____

BY CHOSING NOT TO PROVIDE GENERAL LIABILITY INSURANCE I AGREE TO ASSUME ALL RESPONSIBILITY AND RISK AND INDEMNIFY AND SAVE HARMLESS THE TOWN OF ALTONA AND THE RHINELAND PIONEER CENTRE FROM ANY AND ALL ACTIONS, CAUSES OF ACTIONS, INCLUDING NEGLIGENCE CLAIMS, DAMAGES, AND DEMANDS WHATSOEVER WHICH THEY MAY BEAR AS A RESULT OF MY USE OR OCCUPATION OF THE PREMISES, BY REASON OF DAMAGE TO ANY AND ALL PROPERTY AND ANY AND ALL BODILY INJURIES, INCLUDING DEATH, OF OTHERS OR MYSELF. initials: _____

I HEREBY RELEASE AND DISCHARGE THE TOWN OF ALTONA AND THE RHINELAND PIONEER CENTRE FROM ANY AND ALL ACTIONS, CAUSES OF ACTION, INCLUDING NEGLIGENCE CLAIMS, DAMAGES, AND DEMANDS BY ME AND BY MY HEIRS, EXECUTORS, OR ASSIGNS, FOR, UPON OR BY REASON OF ANY DAMAGE, LOSS, DEATH OR INJURY TO MY PERSON OR PROPERTY WHICH MAY BE SUSTAINED AS A CONSEQUENCE OF MY USE OR OCCUPATION OF THE PREMISES BY MYSELF, MY AGENTS, SERVANTS, EMPLOYEES, CONTRACTORS, AND INVITEES. initials: _____

I hereby affirm I am of the age of majority or older. I have carefully read this document, and I understand its contents. I am aware this document is an assumption of risks and release of all liability and a contract enforceable against me. I have signed this document of my own free will.

In consideration of being allowed to use or occupy the premises, I have executed this agreement under my hand and seal, this _____ day of _____, 20_____.

SIGNED, SEALED AND DELIVERED in)
the presence of:)
)
)
_____) _____
Witness (seal)
)