



Short Term Facility Rental Licence Agreement

This Agreement (the "**Agreement**") dated the ____ day of _____, 20____.

BETWEEN:

Town of Eston

(the "**Licensor**")

- and -

(the "**Licensee**"),

WHEREAS the Licensor (Town of Eston) (Town of Eston) and Licensee have agreed that the Licensee may use the portion of the Licensor (Town of Eston)'s lands and premises described in this Agreement for the purpose, during the time, and on the terms and conditions set out in this Agreement.

WHEREAS all notices, requests, consents, and other communications hereunder shall be sent to the respective parties at one of the following addresses:

Licensor Contact Information	Licensee Contact Information
Town of Eston Box 757 Eston SK S0L 1A0 306-962-4444 (phone) 306-962-4224 (fax) contact@eston.ca <u>Attention:</u>	Name: Mailing Address: Phone: Email:

NOW THEREFORE in consideration of the Fee, the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the parties covenant and agree as follows:

1. **Definitions.** The following terms have the meanings specified or referred to in this Section 1:

"Property" means the lands and premises owned by the Licensor (Town of Eston) described below, together with all buildings, structures, and improvements now or hereafter located thereon.

Physical Address: 310 3 Street SE Eston SK S0L 1A0
Description: AGT Community Centre

Rental: _____

"Fee" has the meaning given to it in Section 8 of this Agreement and is the amount, in dollars, described immediately below.

Payment Required by Date: _____ **Amount:** _____
(no later than one business day before rental takes place)

Additional Notes/Details:

"Security Deposit" has the meaning given to it in Section 9 of this Agreement and, if required, is the amount, in dollars, described immediately below.

Required: Yes / No (circle) **Amount:** _____

Additional Notes/Details:

If Security deposit waived, approved by: _____

"Term" means the period of time described immediately below, unless terminated early or extended in accordance with the provisions of this Agreement.

"Permitted Use" means use of the facility for the purposes described immediately below:

Start Date: _____	Start Time: _____
End Date: _____	End Time: _____
Additional Notes/Details: 	

"Premises" means the portion of the Property described immediately below, licensed by the Licensor (Town of Eston) to the Licensee under this Agreement.

Additional Notes/Details:
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<p>Is liquor being served? Yes / No (circle) (If yes, we require a copy of the liquor permit prior to function)</p> <p>Do you have Serve it Right? Yes / No (circle) (this may be obtained on-line)</p> <p>Do you have insurance? Yes / No (circle) (The Town of Eston requires proof of insurance for 3rd parties renting our facilities. You may get insurance on-line at Login (instantriskcoverage.com))</p>

"Agreement" has the meaning given to it in the introductory section above and includes all the provisions of and schedules to this Agreement, including, without limitation, the Licence. Termination of this Agreement includes, without limitation, termination of the Licence.

"Approved Signs" has the meaning given to it in Section 11 of this Agreement.

"Common Areas" means all areas of the Property which are made available by the Licensor (Town of Eston) from time to time for the common use of the authorized users of the Property for the general benefit of the Property.

"Event of Default" means any of the following events: (a) the Fee or any other amount payable by the Licensee under this Agreement is not paid on the date it is due and continues to be unpaid after the date it was due; and (b) the Licensee vacates or fails to use the Premises for the Permitted Use during the Term.

"Force Majeure Event" means any act of God, flood, fire, earthquake, explosion, lightning, storm, washout, power shortages, nuclear and radiation activity or fallout, sabotage, or other civil unrest, government order or law, strike, lockout, or other industrial disturbance, epidemic, public health emergency, or any events whatsoever not within the reasonable control of the party affected, but only if and to the extent that such circumstance cannot be prevented, avoided, remedied, or removed despite the exercise of good faith and reasonable diligence by such party.

"Laws" has the meaning given to it in Section 4 of this Agreement.

"Licence" has the meaning given to it in Section 2 of this Agreement.

"Licensor (Town of Eston)" has the meaning given to it in the introductory section above. For Section 15, the meaning includes "officers, directors, representatives, agents, and employees of the Licensor (Town of Eston)".

2. **Grant of License.** The Licensor (Town of Eston) hereby grants to the Licensee a licence, subject to the provisions of this Agreement, to occupy the Premises, for the Permitted Use, for the Term (the **"Licence"**). Together with the Licence, the Licensee and its employees, customers, and other invitees at the Premises shall have the non-exclusive right, subject to the provisions of this Agreement, to use the Common Areas and the Premises in connection with the Permitted Use, and for no other purposes, subject to the Property's rules and regulations in effect from time to time. The Licensee acknowledges that it accepts the Premises in their "as is" condition on the date of this Agreement.

3. **Personal Licence.** The parties acknowledge and agree that the rights granted to the Licensee in this Agreement create a licence personal to the Licensee and shall not in any manner whatsoever constitute a lease, an easement, or any other interest in land.

4. **Licensee Responsible for Compliance with Laws and Rules.** The Licensee covenants and agrees that it shall, at all times, comply with the common law and all statutes, regulations, by-laws, orders, permits, guidelines, licences, approvals, consents, and other laws of governmental authorities (collectively, **"Laws"**) applicable to the Premises, Property, their use, the Licensee, Licensor (Town of Eston), or operations at the Property. Without limiting the foregoing, the Licensee covenants and agrees to, at the Licensee's expense: obtain, prior to commencing to carry on the Permitted Use at the Premises, all permits, consents, licences, and approvals required from governmental authorities or other parties for the Premises or the Licensee for the Licensee to carry on the Permitted Use at the Premises in compliance with all Laws, and, at the Licensor (Town of Eston)'s request, provide copies of such obtained permits, consents, licences, and approvals to the Licensor (Town of Eston) prior to commencing the Permitted Use.

5. **Licensor (Town of Eston)'s Access.** The Licensee acknowledges that it has no rights to exclude the Licensor (Town of Eston) from the Premises and that the Licensor (Town of Eston) may enter the Premises and the Property at any time to inspect the state of repair, ensure compliance with this Agreement, or for any other reason.

6. **Permitted Use.** The Licensee covenants and agrees that it shall use the Premises for the Permitted Use and for no other purpose. The Licensee covenants and agrees that during the Term, the Licensee shall: (a) not do or permit to be done on the Premises anything which is illegal or which may be a nuisance or disturbance to the Licensors (Town of Eston) or any neighboring property; (b) operate the Permitted Use from the Premises in a clean, safe, and neat manner and keep the Premises in a clean, safe, and neat condition; and (c) not damage, or permit to be damaged, the Premises, the Property, neighbouring properties of the Property, the personal property of the Licensors (Town of Eston) at the Property.

7. **Termination.** The parties covenant and agree that the Licensors (Town of Eston) shall have the right, exercisable at any time, to terminate this Agreement for any reason whatsoever on **five (5)** days' prior written notice to the Licensee before the beginning of the Term. At the end of the Term, the Licensee, at the Licensee's expense, shall: (i) remove all of the Licensee's personal property from the Premises, (ii) remove any signage from the Property, and (iii) restore the Premises to the condition, subject to reasonable wear and tear, they were in before the start of the Term.

8. **Fee.** In consideration of the Licensors (Town of Eston) granting the License, the Licensee covenants and agrees to pay the Licensors (Town of Eston) (the "**Fee**") on or before the date described in Section 1. The Licensee covenants and agrees to pay all taxes that are payable on the Fee and on any other amounts payable under this Agreement in the same manner. The parties acknowledge and agree that the Fee is a gross fee and includes, among other amounts, amounts for the costs of utilities and services supplied by the Licensors (Town of Eston) to the Premises for the Term.

9. **Security Deposit.** If a Security Deposit is requested by the Licensors (Town of Eston), subject to Section 1, the Licensee covenants and agrees to pay to the Licensors (Town of Eston), on or before the date this Agreement is executed, the Security Deposit as security for the performance by the Licensee of its obligations under this Agreement. The Licensors (Town of Eston) covenants and agrees to return to the Licensee any portion of the Security Deposit that is not so used, applied, or retained. This Section 9 shall survive the expiry or earlier termination of this Agreement.

If the Licensee fails to clean the Premises by the end of the Term, the Licensors (Town of Eston) may use all or part of the Security Deposit, if one is required, to pay the Licensors (Town of Eston)'s costs to have the work done, subject to Section 6. The Licensors (Town of Eston) may, but is not obligated to, apply the Security Deposit as penalty or to cover cost of repair for damage, subject to Section 6 and Section 10.

10. **Damage and Repair.** The Licensee covenants and agrees, subject to Section 6, that it is responsible for all costs to repair and restore damage caused by the Licensee, its employees, agents, customers, and invitees to the Premises. The Licensors (Town of Eston) shall notify the Licensee in writing of all damage before commencing any repair work.

11. **Signs.** The Licensee covenants and agrees that it shall not cause any signs to be affixed or placed on the inside or outside of the Premises or any other part of the Property, other than temporary signage identifying or advertising the Licensee's business or event, described in Schedule "A" attached, and in the locations described in Schedule "A" attached (the "**Approved Signs**").

12. **Alterations.** The Licensee covenants and agrees that it shall not make any additions, alterations, or improvements to the Premises without the Licensors (Town of Eston)'s prior written consent.

13. **Insurance.** At the Licensors (Town of Eston)'s request, the Licensee covenants and agrees to, at the Licensee's expense, obtain before the commencement of the Term such insurance as reasonably required

by the Licenser (Town of Eston). The Licensee shall provide evidence of such insurance to the Licenser (Town of Eston) prior to the commencement of the Term.

14. **Release.** The Licensee hereby releases the Licenser (Town of Eston) from all liability (including costs) for loss of, damage, or injury to the Licensee, other people or entities, the Licensee's property, or the property of other people or entities connected to or resulting from: (a) the Licensee's occupation, use, and operations at the Licensed Premises; (b) the Licensee's use of the Common Areas; (c) the granting or exercise of the Licensee's rights or performance of its obligations under this Agreement; or (d) a breach of this Agreement by the Licensee.

15. **Indemnity.** The Licensee hereby indemnifies and holds harmless the Licenser (Town of Eston) from and against any and all claims, costs, and other liabilities whatsoever that any or all of them may incur in connection with damage to or loss of any property or bodily or personal injury to or the death of any person or entity or any other type of claim, loss, or damage arising from, in connection with, or resulting from the Licenser (Town of Eston) granting this Agreement. The preceding indemnity agreement shall apply to the Licensee or anyone that the Licensee is responsible for in law, and such injury, damage, costs, or other liabilities which are caused by the Licenser (Town of Eston)'s gross negligence or the gross negligence of the Licenser (Town of Eston)'s representatives, employees, contractors, or those for whom it is responsible for in law.

16. **Force Majeure.** If either the Licenser (Town of Eston) or the Licensee is unable to fulfill or shall be delayed or restricted from its performance of any term or obligation under this Agreement by reason of a Force Majeure Event, that party shall be relieved from the performance of such obligation and the other party shall not be entitled to compensation for any resulting loss. For this Section 16 to apply, the party claiming a Force Majeure Event shall give the other party written notice within **three (3)** days of the commencement of the Force Majeure Event, explaining the Force Majeure Event, the term or obligation under this Agreement that is restricted or delayed from being performed, and how long the delay or restriction on performance is expected to continue. Both parties acknowledge and agree that this Section 16 does not apply to the Licensee's obligations to pay the Fee or other monies owed under this Agreement.

17. **Defaults.** Upon the Licensee committing an Event of Default, the Licenser (Town of Eston) may, but shall not be obligated to, retain the Security Deposit as penalty and/or pursue any other remedies available to the other party at law or in equity.

18. **Entire Agreement.** This Agreement constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. Any amendment or modification of this Agreement shall not be binding unless in writing and signed by the Licenser (Town of Eston) and Licensee. This Agreement is governed by and construed in accordance with the laws of the Province of Saskatchewan and the federal laws of Canada applicable in that Province. This Agreement shall be binding upon and shall enure to the benefit of the parties hereto and the Licenser (Town of Eston)'s permitted assigns.

19. **Headings.** The headings contained in this agreement are inserted only as a matter of convenience and in no way define, limit, or extend the scope or intent of this Agreement or any provision of it.

[End of Agreement. Signatures of parties to follow.]

Checklist before signing	Insurance Information
<input type="checkbox"/> Was the Rental Policy provided? <input type="checkbox"/> Is insurance required? Yes or No <input type="checkbox"/> If yes, <ul style="list-style-type: none"> <input type="checkbox"/> Did you provide a copy of the insurance? <input type="checkbox"/> Do they need to go through IRC? <input type="checkbox"/> Copy is required for the Town of Eston's files <input type="checkbox"/> If there is liquor, a permit must go with the file. <input type="checkbox"/> Depending on the rental, a waiver may be required. <input type="checkbox"/> Do you require, projector, sound? <input type="checkbox"/> Was payment submitted? (as per policy no later than 1 day in advance) <input type="checkbox"/> Last step to sign the Short-Term Facility Rental License Agreement	<p>Anyone that rents facilities in the Town requires insurance for the following.</p> <ul style="list-style-type: none"> • Room rentals (e.g. Hall, Mezzanine) • Ice rentals • Camps • Instructors coming (do our Power Skating have proof of insurance? ASK • Fireworks • Rodeo <p>On-line insurance through our insurance partners <u>Login (instantriskcoverage.com)</u></p>

I agree to the terms of the policy and agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date written above.

LICENSOR:

Name: Town of Eston

Representative Name/Title:

Signature:

Date:

LICENSEE

Name:

Title/Company:

Signature:

Date:

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