

Facility & Rental Agreement Form

last updated 12/16/2020

Facility & Equipment Rental Agreement

Name of organization:	Local user group? Yes or No
Contact:	Non-profit organization? Yes or No
Address:	Phone:
Email:	Postal Code:

Facilities and Equipment Requested

Dates(s)	Recreation Facility/Room	Start Time	End Time	\$ Rate	Total \$
Facility Rental Sub-Total					
Equipment needs as per Appendix A					
General Setup Needs: GsT (as applicable)					
				Total Cost	□ Cash □ Invoice □ Debit
Anticipated att	endance: Youth: A	dults: Low	mobility:	Damage deposit (50% of rental cost)	□ Cash □ Invoice □ Debit

Special Event Insurance:

I understand that the Town of Hay River offers third party special event insurance via Aon Worldwide at the following website: <u>http://intertrn.testaontest.ca/content/event-insure/home-en.html</u>

The Town of Hay River advises patrons that liability insurance coverage does not extend to include negligence on the part of its users. The Town of Hay River recommends the Renter to seek out/carry sufficient liability insurance coverage for any losses or damage for which the renter may be responsible.

Initial

I have purchased event insurance to a minimum liability coverage of \$2 000 000.

I am electing to purchase event insurance but require support from THR staff.

I am electing not to purchase event insurance. I hereby release, remise and discharge from any claims and liabilities whatsoever without limitations that I might have against the Town of Hay River and its employees due to any circumstances which might occur and is extended by the available 3rd party insurance.

I have read and understand the Terms of Rental outlined in Appendix C, as well as the Covid-19 guidelines outlined in Appendix D of this agreement.

per:	THR approval:
Name:	Name:
Date:	Date:

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<u>Appendix A</u> - Facility/Room Setup Requirements

	Quantity	Setup Instructions or Comment	Rate	Total Cost
Basic Equipment				
Tables				
Chairs				
Garbage cans				
Recycle bins				
Conferencing Equipment				
Small lectern				
Large modular bar/counter				
8' x 16' x 2' stage				
Stageline SL75 mobile stage				
Flip chart w/ paper				
Sandwich board				
A/V Equipment				
Guest wifi password				
Wireless microphone				
Wired microphone				
Projector and/or television				
Integrated sound system				
Portable speaker				
ClickShare wireless toggle				
HDMI, USB or other cables				
Special Event Needs				
Large modular bar				
Bingo machine and board				
Ice tubs for beverages				
BBQ (no propane supplied)				
Coffee urns or percolators				
Other Equipment Requested				
			Sub-	
			Total	
* Some rates and f	ees do not app	bly to on site rentals at the Hay River Comm	unity Centre.	

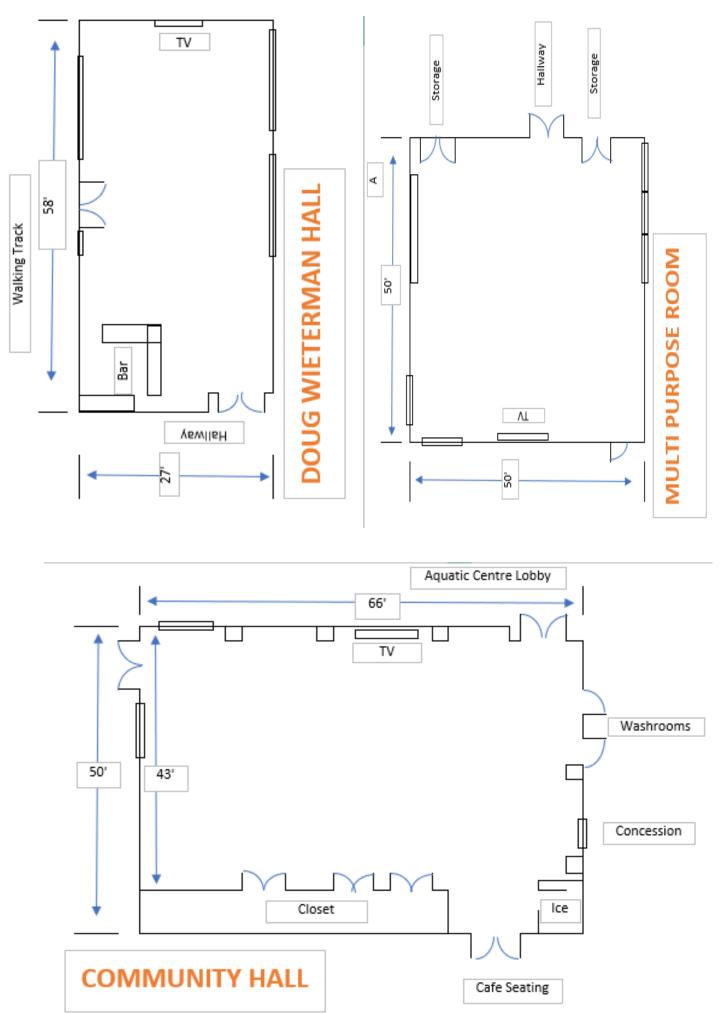
Floor Plan Description or Drawing:

Draw or describe setup requirements below. Refer to Appendix B as needed for floor plans of rental rooms.



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Appendix B - Rental Room Floor Plans





Appendix C – Terms of Rental

Fees and Payment:

- 1. The Renter agrees to pay the Town of Hay River all fees and rates on page 1 of the agreement prior to use and occupation of the said premises listed above.
- 2. A damage deposit of 50% of the rental costs is required for all special event rentals. Deposits are to be refunded after inspection of applicable rooms and facilities by Town of Hay River staff. Any costs exceeding normal cleaning and maintenance will be paid from the damage deposit. If damages exceed the value of the deposit, an invoice will be issued to the Renter for the balance.
- 3. Rental requests remain tentative until full payment rental fees and the damage deposit. Rentals

Amendments and Cancellations

- 1. The Town of Hay River reserves the right to refuse any application and change or cancel any rental on short notice due to special events or circumstances beyond its control.
- 2. Cancellation of a scheduled special event rental by the renter requires 14 days advanced notice. Late cancellations result in forfeit of the damage deposit.
- 3. Abuse of facility rules and regulations may result in forfeit of the damage deposit in part or whole, as well as loss of rental privileges.
- 4. This agreement and the facilities in question shall not be sub-leased at any time.

Rules and Regulations:

- 1. The Renter is at least 18 years of age and will assume responsibility for adhering to facility rules and regulations during the. The Renter is responsible for ensuring sufficient adult supervision of the event.
- 2. Where applicable, the Renter agrees to complete a facility/equipment check a minimum of two business days prior to the event.
- 3. Capacity of Town facilities and rental spaces are limited as mandated by the Office of the Fire Commissioner. All aisles, corridors and doorways will be kept clear and free of obstructions.
- 4. The renter agrees that alcoholic beverages will not be permitted in Town facilities except where appropriate permits have been obtained from the territorial licensing authority. Groups hosting licenced events must provide appropriate documentation in advance as proof of compliance with NWT liquor and cannabis regulations.
- 5. The Renter agrees to leave the premises clean and tidy within 30 minutes of stated end time.
- 6. The Renter agrees that he/she/they will comply with the rules and regulations of the facilities, as well as all of Town of Hay River's Recreation Policy.

Indemnity:

- 1. The Renter agrees, that during the use and occupation of said facilities, it will indemnify and save harmless, the Town of Hay River from any and against all liability resulting from injury or damage to any person(s) or property, directly or indirectly as a result of the acts of it's participants, servants or employees.
- 2. All supplies, materials and equipment brought on to said premises during the term of this agreement shall be done at the Renter's risk. The Town of Hay River is not responsible for lost, stolen or broken items or other damages resulting from said items.
- 3. The Town of Hay River advises the Renter that the Town's liability insurance coverage does not extend to include negligence on the part of its users. The Town of Hay River recommends the Renter seek out/carry sufficient liability insurance coverage for any losses or damage for which the Renter may be responsible.
- 4. The Renter agrees that security requirements for event rentals are the responsibility of the Renter.
- 5. The Renter agrees that medical, first aid and/or personnel requirements for event rentals are the sole responsibility of the Renter.



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Appendix D – Covid-19 Restrictions and Guidelines (pg 1 of 3)



December 3, 2020

Glenn Smith Senior Administrative Officer Town of Hay River 100-62 Woodland Drive, Hay River, NT X0E 1G1

Mr. Glenn Smith

Amendment to Town of Hay River Recreation Center Approval

Chief Public Health Officer Approval to allow the Town of Hay River Recreation Center to increase the capacity of various recreational facilities as amendments to prior approvals (Exemption from Public Health Order – COVID-19 Relaxing Phase 2, effective June 12, 2020 Subparagraph 4.). This document supersedes all previous approvals for THR Recreational Center.

WHEREAS the Chief Public Health Officer may take certain actions including issuing directions or orders for the purpose of protecting the public health under the authority of the *Public Health Act*, S.N.W.T. 2007, c.17, I, Dr. Kami Kandola, as Chief Public Health Officer of the Northwest Territories have issued the Public Health Order – COVID-19 Relaxing Phase 2, effective June 12, 2020.

This Exceptional Circumstances approval is issued in accordance with subparagraph 4 of the above-mentioned Order. This approval allows the Town of Hay River to have the following capacity for the listed facilities subject to the requirement that physical distancing of at least 2 meters shall be maintained amongst persons from different households as per the order and operate subject to the details in *Hay River Community Centre Operational Update and Reopening Plan* submitted to support this exception.

Part of the facility	Maximum capacity	Exemption Letter
Main Lobby	25	September 11, 2020
Indoor Walking Track	25	September 11, 2020
Community Hall	25	September 11, 2020
Multipurpose Room	25	September 11, 2020
Doug Wieterman Hall	25	September 11, 2020
Swimming Pool	20	Current Amendment to October 13, 2020
Hot Tub	4	October 13, 2020

Protect NWT

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Appendix D – Covid-19 Restrictions and Guidelines (pg 2 of 3)



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Part of the facility	Maximum capacity	Exemption Letter
Ice Surface	25	September 23, 2020
Change Rooms	8 for each change room	October 3, 2020
Curling Ice Surface	20 (8 players per game)	September 20, 2020
Curling Lounge	50	October 13, 2020

For greater certainty,

- The change room within the ice arena can only have 8 people of all ages. The capacity limit applies to all user groups. The only exemption from that would be when used by kids below the age of 12, one adult parent/guardian can be present to support the child (8 kids and 8 parents).
- The swimming pool capacity of 20 can only be utilized when the whole swimming
 pool area is open to users (shallow area, deep area, wading pool). The capacity does
 not include the lifeguard and support staff to ensure proper safety. Standalone lane
 swimming can use a maximum of 3 lanes at a time with alternative lane use and a
 distance of 2 meters between the active lanes.
- The main lobby can be used by parents to observe the kids under the age of 12 using the swimming pool. At all times people from the different households must maintain physical distancing of 2 meters and the total capacity of the lobby should be below 25
- Adherence to appropriate public health mitigations is required including the use of non-medical masks when inside the rec center unless otherwise exempted for certain activities.
- People should be provided information regarding COVID-19, how to monitor for symptoms, and when to stay home if they are symptomatic and how to access medical care for assessment and possible testing for COVID-19.
- The facility should have the screening of people for COVID-19 symptoms, travel, and self-isolation questionnaires except for sports users where responsibility is transferred to the user group. If anyone has symptoms, they should follow public health and medical directions.
 - The facility should maintain attendance and contact information for people accessing the space each day as health officials require this information for contact tracing purposes. The only exemption would be the sports user groups where the responsibility is transferred to the user group.

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Appendix D – Covid-19 Restrictions and Guidelines (pg 3 of 3) Gouvernement des Government of Northwest Territories Territoires du Nord-Ouest -3-For the community hall - when used as a dining option for people using the concession store, the tables and other high touch areas should be cleaned and disinfected between each group of people. For each of the rental agreement, the operator will ensure: The total number of people in the rental space does not exceed the maximum listed above. All rental activities have an appropriate exposure control plan developed and available by the renters and meet the Emerging Wisely phase of the current public health order. At all times, 2 meters of physical distancing maintained by all people who are not part of the same household during the rental activities. Any activity that is prohibited under the current phase of the public health reopening order requires an approved exemption from the Chief Public Health Officer. And comply with any other conditions set out by the Chief Public Health Officer in the approval granted under subparagraph 4 herein. This amendment replaces the capacities for prior approvals issued as listed above. With this approval along with prior approval, the Town of Hay River Recreation Centre will have a maximum of 252 people inside the facility. The Town of Hay River is required to make every reasonable effort to ensure that individual areas do not exceed the maximum allowed limit. For any contrary information among various exemption approvals, please contact the Environmental Health Office at environmental health@gov.nt.ca. If you require any additional information, please contact Protect NWT toll-free at 1-833-378-8297 or by email at protectnwt@gov.nt.ca from 8:00 am - 8:00 pm MT. Sincerely, LKadola Kami Kandola, MD, MPH, CCFP, FCFP, ACBOM, DTM&H, ABPM Chief Public Health Officer By email Glenn Smith SAO@hayriver.com Stephane Millette recdirector@hayriver.com **Protect NWT** Page 7 of 7