

COMMUNITY SERVICES DEPARTMENT

USE AGREEMENT - FACILITY

ORIGINATING OFFICE / LOCATION 395 Main St. Winnipeg, MB. R3B 3N8

Name of Organization / Individual (User)

Contact Person:

Address :

Postal Code:

Phone # (Home):

Phone # (Business):

Fax #:

In consideration of the Following terms and conditions, the User and the City of Winnipeg agree:

The User is permitted to occupy and use the Facility hereinafter described during the dates and times specified.

Facility:

For the purpose of:

For the period:

Supplementary schedule attached

YES

NO

The User shall:

i) Pay as indicated

- Administrative cost only (where no user fees are assessed)
- User fees as stipulated in the City of Winnipeg, Parks and Recreation Department fees and Charges Schedule
- User fees as stipulated by the community centre
- Invoice to follow
- Staff costs (all City staff are paid according to the current negotiated wage scale)
- Damage deposit
- Additional costs
- TOTAL**

ii) Prior to use, supply as indicated;

XYES NO A certified copy of the insurance policy or a Certificate of Insurance by

iii) Adhere to the conditions that appear on the reverse side as part of this Agreement.

Comments: _____

X _____

Signature of User

Prepared by:

Community Centre Liaison

X _____

Date Signed

City of Winnipeg Authorizing Signature

CONDITIONS OF USE

The user agrees and covenants as follows:

1. To protect and indemnify the City:
 - a) in respect of any and all claims of any kind whatsoever arising out of any act or omission of the User or of any agent or employee of the User or arising out of or resulting from the use of the Facility;
 - b) from all or any loss or damage to the Facility or to any property of the City used in conjunction with the Facility.
 2. To maintain and keep in force during the term of this Agreement, a general liability insurance policy in respect of the use of the Facility named in the Agreement with:
 - a) minimum limits of \$ 2,000,000 inclusive;
 - b) the City of Winnipeg added as an additional named insured;
 - c) inclusion of a cross liability clause;
 - d) insurance coverage to be effective immediately upon the User taking possession of the Facility until such time as the Facility is surrendered to the City.
 4. That the rights granted to the user shall not be transferred or assigned in any way.
 5. To supply all supervision and preserve and maintain good order, discipline and safety in the use of the Facility. In the case of pool use, the User is to provide lifeguards in accordance with Provincial standards. The User agrees to evacuate the Facility promptly upon been given the direction to evacuate by any agent or employee of the City.
 6. The City shall have the right at any time to eject from the Facility or refuse admittance to any person who, in the opinion of a employee of the City having responsibility for the supervision of the facility, is creating a disturbance or behaving in an objectionable or unacceptable manner.
 7. That the following is not permitted without prior written consent of the Parks and Recreation Department.
 - a) The consumption of liquor within the facility. If approval is granted, an Occassional Permit must be obtained pursuant to the Liquor Control Act.
 - b) Advertising at the facility.
 - c) Constructing, erecting or attaching or causing or permitting to be constructed, erected, or attached any device, fixture or other thing of any nature to any part of the Facility.
 8. Cancellation of this Agreement or any requests for changes by the User must be written notice and delivered to the Parks and Recreation Department not less than two weeks (unless otherwise stated) prior to the date on which the facility becomes subject to this Agreement.
 - i) In the case of pool use, 30 days notice is required.
 - ii) In the case of indoor arena use, the following requirements apply:

ε 10 working days notice	October to March ice
ε 30 days notice	Special events and tournaments that are more than 10 hours and cancelling more than 20% of the original allocation
	Pre-season ice
- If such notice is not provided:
- a) no refund or any sum paid towards this Agreement shall be paid by the City;
 - b) the User will be assessed applicable user fees for returned bookings that cannot be reallocated.
9. To pay the City of Winnipeg the indicated amounts for the use of the Facility.
 10. That if the user fails to pay any monies required to be paid towards this Agreement at the time the monies are required to be paid, or if the User fails to comply with any conditions of this Agreement, the City may terminate this Agreement and consequently, all rights of the user are also terminated without entitlement to claim damages, reimbursement, compensaton or remuneration.
 11. To surrender the Facility to the City in acceptable condition upon termination or expiration of this Agreement. The User is responsible for any additional costs that may be incurred over and above the provision outlined in this Agreement (ie. Preparation, clean-up, maintenance, replacement, repairs).
 12. That any agent or employee of the City shall at all reasonable times be entitled to enter upon and inspect the Facility and make any alterations, repairs or additions as deemed necessary by the Parks and Recreation Department.
 13. To remove all equipment, displays, goods and belongings of the User from the Facility on or before the termination of this Agreement. If the User fails or neglects to do so, the City may remove and store the same at the expense of the User without liability for any loss or damage.
 14. That the City is not responsible for any damage to or loss of any equipment or belongings of the User brought into the facility.
 15. That the City makes no representations or guarantees as to the suitability or condition of the Facility.
 16. That the City of Winnipeg, acting reasonably, reserves the right to change or cancel any or all booked time and the User has no claim for losses, damages or compensation of any kind. Time may be reallocated when convenient and agreed to by both parties.
 17. To abide by and conform to all by-laws, rules and regulations of the City and all Provincial legislation relating to the occupancy and use of the Facility.