



**Facility Rental Licence Agreement**

This Agreement (the “Agreement”) dated \_\_\_\_\_.

BETWEEN:

Town of White City

(the "Town"),

- and-

\_\_\_\_\_  
(the "Licensee"),

**WHEREAS** the Town and Licensee have agreed that the Licensee may use the portion of the Town'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:

**Town Contact Information**

**Mailing Address:**  
Box 220 Station Main  
White City, SK.  
S4L 5B1

**Phone:** 306 781 2355 ext 225

**Email:** [sgraefer@whitecity.ca](mailto:sgraefer@whitecity.ca)

**Attention:**  
Shane Graefer  
Parks and Facilities Coordinator  
Town of White City

**Licensee Contact Information**

**Mailing Address:**

**Phone:**

**Email:**

**Attention:**



**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 Town described below, together with all buildings, structures, and improvements now or hereafter located thereon.

|                          |
|--------------------------|
| <b>Physical Address:</b> |
| <b>Description:</b>      |

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

|   |                             |                            |                          |                         |
|---|-----------------------------|----------------------------|--------------------------|-------------------------|
| <b>Payment Required By:</b>   | <b>Amount:</b>              |                            |                          |                         |
| <b>Additional Notes/Details:</b> The Booking Fee (\$150) is non-refundable, but if you cancel your function, you will have a year from that date to use it for another function |                             |                            |                          |                         |
| <b>Additional Notes/Details:</b><br>Corkage \$4.00/person<br>Projector: \$100, if required<br>Stage: \$175, if required   |                             |                            |                          |                         |
| SoCan Fees – Music Charges (Please refer to <a href="http://www.socan.ca">www.socan.ca</a> and <a href="http://www.resound.ca">www.resound.ca</a> for further information)      |                             |                            |                          |                         |
| <b>Capacity</b>   | <b>Re:Sound w/o Dancing</b> | <b>Re:Sound w /Dancing</b> | <b>Socan w/o Dancing</b> | <b>Socan w/ Dancing</b> |
| 1 - 100   | \$9.25                      | \$18.51                    | \$22.06                  | \$44.13                 |
| 101 - 300   | \$13.30                     | \$26.63                    | \$31.72                  | \$63.49                 |

**"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. A refund of a Damage Deposit will be made if no damages or unusual clean-up is incurred.

|   |     |    |                      |
|---|-----|----|----------------------|
| <b>Required:</b>  | Yes | No | <b>Amount: \$400</b> |
| <b>Additional Notes/Details:</b><br>Due on or before the date this Agreement is executed. |     |    |                      |

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



|                                  |                    |
|----------------------------------|--------------------|
| <b>Start Date:</b>               | <b>Start Time:</b> |
| <b>End Date:</b>                 | <b>End Time:</b>   |
| <b>Additional Notes/Details:</b> |                    |



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

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

**"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 Licensee. Termination of this Agreement includes, without limitation, termination of the Licensee.

**"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 Town from time to time for the common use of all persons authorized to use the Property for the general benefit of those users of 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 fails to use the Premises during the Term; (c) the Licensee uses or suffers or permits the Premises for a use other than the Permitted Use; or (d) the Licensee breaches any other term or condition of this Agreement.

**"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.

**"Guest"** means any person whose presence on the Premises is suffered or permitted by the Licensee, including but not being limited to the Licensee, its employees, contractors, servants, volunteers, guests, and other persons casually attending at the Premises and not excluded or removed by the Licensee.

**"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.

**"Town"** has the meaning given to it in the introductory section above.



2. **Grant of Licence.** The Town hereby grants to the Licensee a license, 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 Guests 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 license 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 and shall ensure the compliance of its Guests with all statutes, regulations, by-laws, orders, permits, guidelines, licenses, approvals, consents, and other laws of governmental authorities (collectively, "**Laws**") applicable to the Premises, the Property, and their use, of 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, licenses, 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 Town's request, provide copies of such obtained permits, consents, licenses, and approvals to the Town prior to commencing the Permitted Use.

5. **Town's Access.** The Licensee acknowledges that it has no right to exclude the Town from the Premises and that the Town 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 Town or any neighbouring 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; (c) not damage, or permit to be damaged, the Premises, the Property, neighbouring properties of the Property, the personal property of the Town at the Property; (d) supervise all Guests and ensure their adherence to the foregoing, and control and deny access to the Premises to those persons not authorized by the Licensee to attend thereat.

7. **Termination.** The parties covenant and agree that the Town 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 Town granting the Licence, the Licensee covenants and agrees to pay the Town (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 Town to the Premises for the Term.

9. **Security Deposit.** If a Security Deposit is requested by the Town, subject to Section 1, the Licensee covenants and agrees to pay to the Town, 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 Town 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 Town may use all or part of the Security Deposit, if one is required, to pay the Town's costs to have the work done, subject to Section 6. The Town 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 that it is responsible for all costs to repair and restore damage caused by the Licensee and its Guests to the Premises. The Town 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.

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

13. **Insurance.** The Licensee covenants and agrees to, at the Licensee's expense, obtain before the commencement of the Term such insurance as is specified by the Town in Schedule "A" hereto.

Such insurance shall name the Town and all of its elected officials, employees (full time, part time and casual) and volunteers as additional insurers. The Licensee shall provide evidence of such insurance to the Town of White City 10 business days prior to the event for review and approval. Failure to provide the Town of White City with a copy of the insurance will result in cancelation of the booking.

The Licensee shall be responsible for any insurance of the Licensee's property, or the property of others stored within the Licensed Premises.

14. **Release.** The Licensee hereby releases the Town, together with its elected officials, employees (full-time, part-time and casual) and its volunteers, from all liability (including costs) for loss of, damage, or injury to the Licensee, other people or entities (including, but not being limited to Guests) the Licensee's property, or the property of other people or entities (including, but not being limited to Guests) connected to or resulting from: (a) the Licensee's occupation, use, and activities at the Licensed Premises, including the attendance at and participation in such activities by Guests; (b) the Licensee's use and that of its Guests 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 Town, together with its elected officials, employees (full-time, part-time and casual) and its volunteers, 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 Town granting the License to the Licensee, the exercise of the associated rights set out in this Agreement.

Without limiting the generality of the foregoing, this indemnity shall extend to and apply to all acts of the Licensee and its Guests on the Premises or in the Common Areas at any time, whether during or before or after the specified Term.

The preceding indemnity agreement shall apply to the Town together with its elected officials, employees (full-time, part-time, and casual) and its volunteers, and such injury, damage, costs, or other liabilities



regardless of the nature of the cause of action and such indemnity to include gross negligence. This indemnity shall extend to all costs incurred in the investigation and defence of any claim, including but not being limited to all professional costs and legal costs on a solicitor and client basis.

16. **No Acts Affecting Insurance Coverage.** The licensee agrees not to do or permit to be done upon the licensed premises anything which may make void or voidable any insurance on the licensed premises against fire or other risk or casualty usually insured against, or which may cause any additional or increased premium to be payable for such insurance. If additional or increased insurance premiums become payable by reason of the renters failing to comply with this subsection the licensee will pay to the Town of White City the amount of such increase in insurance premiums.

16. **Force Majeure.** If either the Town 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 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 Town 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. **Dispute Resolution.** All disputes arising out of or in connection with this agreement, or in respect of any legal relationship associated with or derived from this agreement, will be finally resolved by arbitration *The Arbitration Act, 1992 or any successor legislation, and pursuant the Arbitration Rules of the ADR Institute of Canada.*

19. **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 Town 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 Town's permitted assigns.

20. **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.]



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

**TOWN:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**LICENSEE:**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

(where the Licensee is a corporation, the signator warrants that they have authority to bind the Corporation)



## Schedule "A" Insurance Requirements

The licensee shall maintain general liability insurance in an amount not less than \$2,000,000. The Town of White City reserves the right to require the renter to provide proof of general liability insurance in the amount of \$5,000,000.

If the Licensee intends to serve alcohol, the Licensee must obtain \$5 million general liability insurance which states that host liquor liability is included or states that host liquor liability is not excluded.

Note: All insurance must name the Town of White City as Additional Insured as follows:

Town of White City, Box 220 Station Main, White City, SK, S4L 5B1

A copy of the insurance must be provided to the Town of White City 10 business days prior to the event for review and approval. Failure to provide the Town of White City with a copy of the insurance will result in cancelation of the booking.