



## Facility Rental Agreement

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Agreement Between:  
Hiawatha First Nation  
(herein HFN)

AND

\_\_\_\_\_  
(Herein Renter)

### Rules and Regulations: Governing Use of Hiawatha First Nation Owned Facilities

1. Hiawatha First Nation reserves the right to cancel any renter temporarily or permanently, based on the following:
  - a) The renter has provided false information in order to obtain use of the noted facility;
  - b) Upon breach of these rules and regulations;
  - c) HFN is of the opinion that the premises are not being used for the purpose(s) contained in the rental agreement;
  - d) Should the Renter fall in arrears with HFN;
  - e) In the event of inclement weather or facility conditions
2. All fees are payable to Hiawatha First Nation prior to the event being held. **A mandatory non-refundable deposit is due at the time of booking to hold the date. It will be deducted from the total cost of renting the facility. A mandatory refundable (less any damages) security deposit is due at the time of booking.**
3. The Renter must be a person authorized by the organization to do so and shall agree to guarantee payment of the organization for any fees that become due to HFN.
4. The facility in this agreement is to be used only by the organization/group signing the agreement on the date(s) and time(s) specified and only for the purpose(s) herein named. This agreement is not transferable.
5. The Renter shall be responsible for the conduct and supervision of all persons admitted to the facilities, and shall see that all regulations contained in the permit are strictly observed.
6. The Renter will be responsible for returning the premises back to the general conditions and repair in which it was found. Specifically, it is expected that all refuse will be placed in the garbage bin outside and recycling in the bins provided; that kitchen counter tops, sinks and appliances will be left clean; and that **ALL TABLES AND CHAIRS BE REPOSITIONED AS FOUND. NO CONFETTI** of any kind is permitted on premises. A clean-up fee of \$300 is applicable.
7. Renter to check the premises prior to the commencement of the rental for any damages with the booking manager.
8. The Renter is responsible for any and all damage incurred to the premises/furnishings and or/ HFN property as a result of any act or omission of the Renter/Group named herein or

their contractors or any person who attends the function/ In the event of such damage, to pay a Damage Charge (over and above the Security Deposit if applicable) as is determined by HFN.

9. Indoor footwear is required by all attendees using the Gathering Place anytime between October 1 and April 30.
10. HFN will not be responsible for personal injury or for the loss or theft of clothing or equipment of the organization, or anyone attending on the invitation of the organization.
11. All property exhibited is at the sole risk of the Renter. HFN shall not assume responsibility for the safety of goods against theft, fire, accidents or any other mishap at any time.
12. **That the Renter will release, discharge, indemnify and save harmless Hiawatha First Nation, and all its agents from all claims or proceedings, by whomsoever made or brought, in respect to any costs, losses, damages or injuries arising out of its occupancy hereunder.**
13. The Renter will attend, or be represented by a designate (in writing) at all times during the rental period.
14. The Renter agrees to keep their area free of debris during the rental period and to clear the area of all debris after the event.
15. Proposed use of the facility is considered null and void in the event the Renter fails to sign this agreement.
16. Smudging **MUST** be done outside Mon-Fri 8:30 am -4:30 pm due to staff severe allergies.

#### Insurance

The Renter or designate (or person named on the facility rental agreement) must provide liability insurance (\$2 million minimum) with Hiawatha First Nation named as an insured, to the booking manager as least 30 days before the event. This is a mandatory requirement for any event.

#### Cancellation

Notification of cancellation must be submitted in writing to the booking manager **Thirty (30)** days prior to the rental date. Failure to do so will result in the loss of the mandatory deposit. Should cancellation be a result of unforeseen circumstances, the booking manager will review each request on a case-by-case basis.

#### Alcohol

HFN recommends that the Renter has **trained Smart Serve** staff at the bar serving the alcohol, selling tickets and checking age of majority cards.

1. A liquor license must be secured and provided by the Renter, with a copy given to the booking manager and the Renter's copy must be displayed during the event.
2. All alcoholic beverages are to be served under L.L.B.O regulations and the Liquor Licensing Act.
3. All beverages shall be served in cups provided by the renter. No bottles served from the bar at any time.
4. No person shall be served to the point of intoxication.
5. The facility shall not exceed the capacity for which is it licensed.
6. Bar closes at 1:00 am or as stated in the Permit **\*\*NO EXCEPTIONS\*\***
7. There shall be no **LAST CALL**.
8. All occupants must vacate the premises by 1:45am or 45 minutes after the Permit ends.
9. All Alcohol and empties must be removed immediately following the function.

Booking Information	
Renter's Name	
Renter's Phone Number	
Renter's E-Mail	
Date(s) & Times Requested	
Facility Rented	<input type="checkbox"/> Gathering Place <input type="checkbox"/> Cedar Room <input type="checkbox"/> Rice Room
Kitchen Facilities Required	<input type="checkbox"/> Gathering Place <input type="checkbox"/> Kitchen Only
Number of Chairs	
Number of Tables	
Number of Place Settings	
Deposit Amount	<input type="checkbox"/> Received
Security Deposit Amount	<input type="checkbox"/> Received
Balance Owing (after deposit)	<input type="checkbox"/> Received
Proof of Insurance	<input type="checkbox"/> Received

My signature certifies I have read the rules and regulations appearing as a component of this agreement and agree to conform thereto, and to be strictly bound thereby. It also certifies that I agree to the dates, times and rates that are outlined in this contract.

\_\_\_\_\_  
Renter's Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Operation Manager's Signature

\_\_\_\_\_  
Date

Signed agreements can be emailed to [operationsmanager@hiawathafn.ca](mailto:operationsmanager@hiawathafn.ca)