

St. Malo and Blessed Margaret Parishes

Hall Rental Policies



St. Malo (Manitoba) R0A 1T0
Telephone: 347-5518
Email: parsmalo@mymts.net

TABLE OF CONTENTS

1. Lexicon
2. Characteristics of the hall
3. Booking confirmation
4. Event rates
5. Damage deposit
6. Cancellation policy
7. Equipment and other hall fees
8. Set up and cleaning
9. Hall rental usage rules
10. Caterers and decorations
11. Acceptable and non-acceptable events
12. Decorations
13. Liquor
14. Bar and security definitions
15. Inspections
16. Indemnification
17. Limitation of responsibility
18. Policy revision

1. Lexicon

Document:	Refers to the policies regarding rental of Iberville hall, Parish of St. Malo and Blessed Margaret Poll.
Facilitator:	The person(s) responsible for the administration of the Parish Hall Policies and rental Agreement
Renter:	The person renting the hall and becoming responsible for respecting the terms of the rental contract.
Lessor:	St. Malo Parish, St. Malo, MB R0A 1T0
Lessee:	The person(s) responsible and liable to the terms set out in this document.
Hall:	Refers to Iberville Hall.
Public:	Any person who is not a parishioner of St. Malo and Blessed Margaret Poll Parish.

2. Characteristics of the hall

- Wheelchair friendly access with elevator.
 - Non-smoking facility.
 - 40 round tables with chairs that can accommodate up to 333 people without a dance floor.
 - Handicap accessible washrooms
 - Fully functional kitchen equipped with (1) refrigerator, (1) cooler and two (2) conventional electric stoves.
 - Bar.
 - Modern sound system with wall plug-in microphone and speaker's podium
 - 12' x 16' stage.

3. Booking confirmation

For all functions, Lessees are required to **pay in full** both the booking deposit and the damage deposit (if required), before confirming the rental of the hall:

Booking deposit \$100

Damage deposit \$250

The damage deposit will be held in trust and will be returned to the Lessee **subject to clause 5.**

4. EVENT RATES

▪ Family rentals (includes showers, parties)	\$	150.00
▪ Funeral (hall only)	\$	300.00
▪ Wedding reception	\$	800.00
▪ Social	\$	1,000.00

- Conference Full Day \$ 600.00
- Conference ½ Day \$ 300.00
- Charity function (fundraisers) \$ 800.00 (i.e. Christmas with Santa)

COMBO PACKAGES

- Social & wedding reception \$ 1,600.00
- Catholic wedding at Grotto with reception and social at hall \$ 2,500.00
- Grotto wedding only \$ 1,000.00
- Sacristy rental for small board meetings \$ 30.00 (i.e. St. Malo Métis Local)

The parish reserves the right to refuse any and all rentals of its hall.

5. Damage deposit:

A damage deposit is required for every rental and booking **where liquor is served** or at the discretion of the Facilitator. This deposit is held as a guarantee against any possible damages on the part of the renter and his/her aides or guests. If no damages ensue, the deposit will be refunded to the renter after the services and facilities have been used. In the event of any damages, the damage deposit will not be returned to the renter. If the repair costs exceed the value of the damage deposit, the renter is responsible to pay the St. Malo Parish the outstanding balance upon receipt of the invoice.

The St. Malo Parish is not responsible for any damages to or loss of personal property on our premises before, during or after the rental service is acquired.

6. Cancellation policy

All bookings made for **Saturdays and Sundays are non-refundable.**

Except as noted above, deposits will be reimbursed upon receipt of a written or electronic notification of cancellation made by the renter prior to **30 days of the scheduled event.**

A booking deposit is forfeited if the Lessee cancels the reservation less than 30 days prior to the scheduled event.

7. Equipment and other hall fees

- Stage (12 x 16 ft) \$ 50.00
- P. A. System \$ 25.00
- Wireless microphone \$ 40.00
- 8 Foot projector screen \$ 20.00
- Coffee urn 100 cups \$ 15.00
- Coffee urn 50 cups \$ 10.00
- Access fee (prior or after a scheduled event) \$ 50.00
- Closing late fee \$ 50.00 per hour

Kitchen Clean-Up fee if not properly done by Lessee \$ 50.00

8. Set Up and Cleaning

It is the responsibility of the renter to ensure that:

- The kitchen as well as items used during the event are cleaned and placed back in their original location.
 - All the tables which were used are cleared of all and any garbage, decorations, food and drinks.
- The decorations are installed and removed in accordance with the terms of this contract.

Non-adherence to these rules will result in a charge in part or in whole against the damage deposit.

9. Hall rental usage rules

- Loud music and excessive noise is not permitted on:
 - Sundays, between 8:30 am - 12:30 pm,
 - At any other times specified by the Facilitator.

The renters and their guests are not allowed to wander into other areas of the building.

- The hall must be completely emptied by:
 - No later than 2 AM for an evening event
 - Within 2 hours of the end time specified on the contract for other occasions.

10. Caterers and decorators

The renters must make their own arrangements regarding caterers, professional decorators, and event planners. The renters must inform the Facilitator of who will be performing these services at least one week before the event.

11. Acceptable and non-acceptable events

The following events/activities are not permitted in the Iberville Hall

Money games (any form of gambling).

Functions not conforming to our Christian beliefs and values.

When the above conditions are violated, the Parish reserves the right to cancel any function, even during the event, without reimbursement and compensation.

12. Decorations

- The hall Facilitator must approve all decorations.
- Self-supporting decorations are permitted.

- Nails, tacks, tape, glue, pins, etc, are not permitted on the walls or on the ceiling.
- Confetti, rice, rose-petals, and material as such are not permitted in the hall or on the grounds of the Parish.
- The renter must remove all decorations as arranged with the Facilitator.

Non-adherence to these rules will result in an extra charge to the renter and will be deducted from the damage deposit.

13. Liquor

Responsibility assurance

The following documents must be completed and signed by the renter:

- Premises Licence Liability Agreement
- Licence Agreement

Policies and regulations

As per the rules of Canada regarding alcohol, the alcohol must be brought into the hall, served and consumed in accordance to the permit issued by the Manitoba Liquor Control of Manitoba. No alcohol except that indicated on the permit may be served in the hall.

1. The renter is responsible for obtaining an occasional permit and adhering to the regulations of the permit.
2. Inebriated, intoxicated and boisterous guests will NOT be tolerated within or around the premises.
4. Persons under 18 years of age cannot take, possess, or consume any alcohol.
5. The bartenders and security guards have full authority over any patron with respect to the consumption of alcohol.
6. All people hired to serve or sell alcohol, or to ensure security cannot consume any alcohol during the function.
7. No alcohol is permitted outside of the hall.
8. The hall is subject to inspection by the hall management, the police, and/or an inspector of the Manitoba Liquor Control of Manitoba at any time.
9. Any and all infractions to these conditions or the rules of the alcohol permit can result in the immediate evacuation of the hall without any reimbursement of the rental fees.

****The rules of MLC apply to all activities when alcohol is served.****

14. BAR and Security Definitions:

Cash bar

A permit is required from the MLC if you chose to have a cash bar. Subject to the number of attendees, a bartender or bartenders is required for this service. **IT IS THE RESPONSIBILITY OF THE RENTER TO PROVIDE ADEQUATE BARTENDERS.** You must apply for a permit at the MLC before the date of the event, and it must be presented to the Parish office at least 14 days prior to the event. Failure to present the permit 14 days prior will result in a \$50.00 charge. The permit must accompany the delivery of the alcohol. The permit must be hanging in the bar and be visible at all times for the duration of the event.

Tickets must be sold by the renter. The guests must present their ticket to the bartender in order to receive any alcoholic beverage.

Open bar

A permit is required from the MLC if you chose to offer an open bar. Subject to the number of attendees, a bartender or bartenders is required for this service. **IT IS THE RESPONSIBILITY OF THE RENTER TO PROVIDE ADEQUATE BARTENDERS.** You must apply for a permit before the date of the event. The permit must accompany the delivery of the alcohol. The permit must be available at all times for the duration of the event.

Security and bartenders

Subject to the number of attendees, security guards must be designated as the responsible agent for security of the hall. **IT IS THE RESPONSIBILITY OF THE RENTER TO PROVIDE ADEQUATE SECURITY.**

The restriction on the bar is set at 12:30. All alcohol must be returned to the bar within 30 minutes after the closing of the bar. The bar closing time will be indicated on the permit. In the event that the alcohol permit indicates 12:30 as cut-off time, the hall must be emptied by no later than 2:00 a.m. All alcohol must be removed from the hall by no later than 1:30 a.m. At the closing of the bar, the bartenders will make sure that all alcohol is removed from the bar. **IT IS STRICTLY FORBIDDEN TO BRING ALCOHOL IN THE BAR OR THE HALL ONCE THE BAR HAS CLOSED.**

15. Inspection

The hall is subject to inspection by the parish (or its agent), by the police and by the inspectors of the MLC at any time during an event.

16. Indemnification

The renter indemnifies and will cover all costs to the Parish for all losses, damages, injuries, costs or assumed costs caused by negligence or shortcomings of the hall management or its agents, employees, management, or guests of the renter.

The renter discharges the Parish of all responsibility in case of losses, damages, injuries, costs or assumed costs caused by negligence or shortcomings of the hall management or its agents, employees, management or guest of the renter, whatever is the cause.

17. Limitation of responsibility

The renter consents that the responsibility of the Lessee be the same under contract or otherwise, is limited to the cost of the hall rental, although this obligation may result from actions or inactions on the part of the renter, it's employees, agents, officers or others whose actions are the responsibility of the renter, and if or not, brings negligence or other inappropriate behaviour. In particular, and in accordance to the generality of the previous phrase, if the renter is not able to supply the hall as stipulated, the limit of obligation shall be reimbursement of the rental rate of the hall.

18. Policy revisions

The St. Malo Parish reserves the right to change these policies at any time without notice.

PREMISES LICENCE LIABILITY AGREEMENT

DATE OF FUNCTION: _____

LOCATION OF PREMISES:

147 St. Malo Street, St. Malo, Manitoba
(The “Premises”)

LICENSOR:

The ROMAN CATHOLIC PARISH OF ST. MALO
(The “Licensor”)

LICENSEE:

(The “Licensee”)

In consideration of the granting of licence for the Premises by the Licensor to the Licensee, the Licensee hereby covenants and agrees with the Licensor, as follows:

- 1) The Licensee shall use the Premises solely for the purpose of _____ and for no other purpose without the prior written consent of the Licensor. The Licensee acknowledges that the Premises shall in no event be used for any purpose that is unlawful and/or contrary to the practices, teachings on matters of faith and/or morals of the Roman Catholic Church as interpreted by the Archbishop of the Archdiocese of Saint-Boniface. The Licensee further acknowledges that the Licensor may immediately terminate this Agreement and the License Agreement referred to in paragraph 5 of this Agreement, without any liability whatsoever if the Licensor in its unfettered discretion deems that the Licensee has breached any term of this Agreement, regardless of whether the breach is material.
- 2) The Licensee acknowledges that it is the host of the function on the date listed above. The Licensee shall be responsible for all activities conducted on the Premises and all persons invited to or allowed to enter the Premises including, but not limited to, all guests, patrons, and users (the “Users”). The Licensee shall take all reasonable steps to ensure that all Users are reasonably safe while on the Premises and are in a reasonably safe condition to leave the Premises without causing harm to themselves or to others.
- 3) The obligations of the Licensee set out in paragraph 2 of this Agreement include:
 - a) Where liquor is to be served, obtaining a liquor licence from the Manitoba Liquor Control Commission (the “Liquor Licence”);
 - b) Purchasing liquor in an amount authorized by the Liquor Licence;
 - c) Adhering to the rules and regulations of the Liquor Licence including, without limitation, serving liquor in accordance with the regulations of The Liquor Control Act (Manitoba) and the Manitoba Liquor Control Commission;
 - d) Monitoring consumption of liquor by all Users;

- e) Controlling the means by which liquor is being served.
 - f) Taking all steps to ensure the safety of and prevent foreseeable harm to Users and people coming into contact with Users including, without limitation,
 - g) Not serving or supplying liquor to Users in amounts which would intoxicate or increase their intoxication to the point where they would be at risk for causing harm to themselves and/or others (especially in the case where a User is visibly intoxicated, whether intoxicated with liquor or other intoxicating substance, or where the Licensee, its employees, contractors, agents, directors, officers or other persons know or ought to know a User has consumed enough liquor or other substances to become intoxicated);
 - h) Taking all necessary steps to ensure Users safely leave the Premises and are provided with safe means to arrive at their destination including, preventing any intoxicated Users from driving and arranging for a safe means of transportation from the Premises to their residence; and
 - i) Intervening where a User poses a danger to him/herself or others;
 - j) Take such care as is reasonable to see that all Users, persons coming into contact with Users and all property will be reasonably safe while on the Premises as required under The Occupiers' Liability Act (Manitoba) or at common law;
 - k) Any and all other obligations relating to obtaining, serving and consuming alcohol;
 - l) Ensuring that there are no illegal intoxicating substances being consumed on or about the Premises; and
 - m) Ensuring its employees, agents, licensees, directors, officers or other persons adhere to the aforementioned duties.
- 4) The Licensee agrees that the Licensor's sole obligation is to allow the Licensee to use the Premises only for the purpose set out in paragraph one of this Agreement on the date set out in this Agreement.
- 5) This Agreement is in addition and supplemental to the licence agreement signed by the Licensee with the Licensor dated _____ (the "Licence Agreement"). In the event of any conflict between the provisions of this Agreement and the Licence Agreement, the provisions of this Agreement shall prevail. For the purposes of greater certainty, the fact that one or more provisions of this Agreement or the Licence Agreement is silent on a matter referred to in the other agreement shall not be considered to be a conflict.
- 6) The Licensee agrees that the Indemnified Parties, as defined below, will not be liable or responsible in any way for any loss, damage or injury to property or persons (including bodily injury) sustained by the Licensee, the Users or persons who may come into contact with any Users:
- a) as a result of the activities conducted on the Premises; or
 - b) as a result of the Users allowed to enter the Premises, whether caused by actions of the Licensee, the Users or persons who may come into contact with any User (including any loss, damage or injury caused by or contributed to by the consumption of alcohol or other intoxicating substances) or whether caused by any matter or thing of whatsoever nature or kind arising from the use and occupation of the Premises or otherwise.
- 7) The Licensee hereby agrees to indemnify and save harmless the Licensor, La Corporation Archiepiscopal Catholic Romaine de Saint-Boniface, and the Roman Catholic Archdiocese of Saint-Boniface (collectively the "Indemnified Parties" which term includes all boards,

subsidiaries, affiliated and/or related boards, predecessors, successors, assigns, officers, directors, trustees, agents, employees, and other representatives) at all times against, from and in respect of any and all actions, causes of action, suits, claims, demands, proceedings, losses, damages, liabilities, deficiencies, costs, penalties, fines, expenses and judgments (including, without limitation, all legal and other professional fees and disbursements, interest, penalties and amounts paid in settlements) which any of the Indemnified Parties may suffer or incur or be put to by reason of or as a result of or arising directly or indirectly out of or in connection with or in relation to:

- a) any and all damage or destruction to the Premises and all equipment and other property contained in or on the Premises whether caused by the action or inaction of the Licensee, the Users or persons who may come into contact with any Users;
 - b) any damage to property of the Licensee, the Users or persons who may come into contact with any Users, or damage to any other property howsoever occasioned whether caused by the action or inaction of the Licensee, the Users or persons who may come into contact with any Users;
 - c) any claims, demands, judgments, orders, duties, imposed by law or by administrative action or other obligations or liabilities of any kind whatsoever suffered, incurred by or imposed on any of the Indemnified Parties in respect of any accident or other occurrence in, on or about the Premises or arising from a User after departure from the Premises, causing injury or death to any person (including the User) or damage to any property;
 - d) any breach, default, violation or non-performance by the Licensee of any covenant, agreement, duty, responsibility or obligation to be performed by it that is contained in this Agreement; or e. any wrongful act or neglect of the Licensee, the User or persons who may come into contact with any Users, in and about the Premises.
- 8) This indemnification shall survive the termination for the licence of the Premises, anything in the Licence Agreement to the contrary notwithstanding.
- a) The Licensee must provide to the Licensor a Certificate of Liability Insurance for a minimum of \$2,000,000.00 with La Corporation Archiépiscope Catholique Romaine de Saint-Boniface listed as an additional insured.
 - b) The licensee must provide the parish with a copy of their liability insurance.
- 9) This Agreement shall be binding upon each of the parties hereto, their heirs, successors, executors and administrators. The Licensee shall not be entitled to assign any of its rights hereunder or transfer the licence granted by the Licensor, and no person may assume the obligations of the Licensee hereunder and the Licensee has no right of sub licence.
- 10) The Licensee acknowledges that all information in this Agreement is understood and agreed to by signing below.
- 11) The licensee will follow all provincial regulations as pertains to public health requirements and will absolve the parish of Saint-Malo and the Diocese of Saint-Boniface of all penalties and / or costs if any, resulting from infractions to the said regulations.

IN WITNESS WHEREOF the Licensor and Licensee have signed this Agreement this on
The __ day of _____, 20 ____.

THE ROMAN CATHOLIC PARISH OF ST. MALO

[The Licensor]

Per: _____

[Parish Signature]

[Licensee Signature] Per: _____
Name [print]:

[Licensee Signature] Per: _____
Name [print]:

[If the Licensee is a partnership, all of the partners must sign this document. If the Licensee is an unincorporated organization, the corporation or individuals who can bind the organization must sign this document. If the Licensee is a corporation, the authorized signing officers must sign this document.]

LICENCE AGREEMENT

THE ROMAN CATHOLIC PARISH OF ST. MALO

147 St. Malo St.
St. Malo Manitoba
Phone # 347-5518
Email: parsmalo@mymts.net

Attn: Saint Malo Parish
(The "Licensor")

- And -

[The "Licensee"]

Phone # _____ Fax # _____

Email: _____

[Insert mailing address and the contact name and numbers]

(The "Licensee")

For good and valuable consideration the Licensee and the Licensor hereby covenant and agree as follows:

1. LOCATION

The Licensor authorizes the Licensee to use (the "Licensee") in common with the Licensor, (unless expressly stated by written variation to this Agreement to be used on an exclusive basis) those certain parts of the Licensor's property as set out as follows:

SALLE IBERVILLE HALL

(Called the "Premises")

2. TERM OF LICENCE

The term of the Licence shall be from _____ to _____

3. PREMISES LICENCE LIABILITY AGREEMENT

This Agreement is in addition and supplemental to the premises licence liability agreement signed by the Licensee with the Licensor dated _____ (the "Liability Agreement"). In the event of any conflict between the provisions of this Agreement and the Liability Agreement, the provisions of the Liability Agreement shall prevail. For the purposes of greater certainty, the fact that one or more provisions of this Agreement or the Liability Agreement is silent on a matter referred to in the other agreement shall not be considered to be a conflict.

4. PURPOSE OF LICENCE

The Licensee shall use the Premises solely for the purpose identified in the Liability Agreement in accordance with the provisions of the Liability Agreement.

5. CONDITIONS, RULES AND REGULATIONS

The Licensee agrees to abide by all of the Licence Conditions and the Rules, Regulations and Policies in the Schedule attached hereto governing the Premises and the granting of the Licence. This Agreement shall be binding upon each of the parties hereto, their heirs, successors, executors and administrators.

IN WITNESS WHEREOF the Licensor and Licensee have signed this Agreement, this ___ day of _____, 20__.

THE ROMAN CATHOLIC PARISH OF ST MALO

Per: _____

[Parish Signature]

LICENSEE

Per: _____

[Licensee Signature]

_____ Per: _____

[Licensee Signature] Name [print]

_____ Per: _____

[Licensee Signature] Name [print]

[If the Licensee is a partnership, all of the partners must sign this Agreement. If the Licensee is an unincorporated organization, the corporation or individuals who can bind the organization must sign this Agreement. If the Licensee is a corporation, the authorized signing officers must sign this Agreement.]

Hall Rental Fee

\$ _____

Note: Extra Costs will be added for the following:

Stage (12 x 16 ft)	\$ _____
P. A. System	\$ _____
Wireless microphone	\$ _____
8 Foot projector screen	\$ _____
Coffee urn 100 cups	\$ _____

Total: \$ _____

Down Payment paid: _____ **Balance paid:** _____

CLOSING CHECK LIST FOR HALL RENTALS

- Turn off Coffee Machine
- Turn Coffee Machine Breaker to OFF position.
- Wipe clean all tables and chairs.
- DO NOT put away table and chairs (leave them set-up)
- Flush & check all toilets for leaks and stop continuous flowing toilets. (including toilet in mechanical room behind kitchen)
- Check to make sure all sink taps are closed and not leaking.
- Unplug Bar Fridge and leave door open
- Empty Garbage's and Recycling
- Turn down temperature on Thermostats to 16
- Spot mop Floor
- Wash, Clean and put away any kitchen items used
- Take down any decorations
- Shut off PA System
- Lock ALL Doors
- Shut off ALL lights
- Return Keys to parish office

Signature of Licensee

Date