



Sir John Franklin Community Centre

1 SIR JOHN FRANKLIN RD
WINNIPEG, MB R3N 1Z7

PH: (204) 489-9537 FAX: (204) 489-9537 EMAIL: office@sjf.ca WEB: www.sjf.ca

TERMS AND CONDITIONS FOR SOCIALS AND/OR ANY OTHER CASH-BAR RENTALS

1. COST

The Hall rental fee is **\$750.00**. The basic hall rental fee includes: two bartenders, facility supervisor, corkage, set-up and clean-up. Rental fee payment structure is as follows:

- \$200.00 Due upon signing of rental agreement (Damage and performance deposit – see #2 below)
- \$750.00 Due at least 1 week prior to rental date

There will be no exceptions made to the above-mentioned payment fee structure. Failure to comply with above-mentioned fee structure will void this contract in its entirety.

2. DEPOSIT

A refundable Damage and Performance deposit of **\$200.00** is required to be paid by the Lessee to SJFCC, at least one month prior to the rental date or upon signing of rental agreement, whichever is sooner. If the Lessee cancels, in writing, at least 30 days in advance of the event, the Damage and Performance Deposit will be refunded. If the Lessee cancels the event less than 30 days before the event, the Damage Deposit will not be returned. The rental will not be permitted to commence until the damage and performance deposit is paid. The Deposit fee will be returned in full, or in part, as soon as the costs of damages, if any, are determined, and upon the following conditions:

- a) The above-named Lessee agrees to perform all of the above obligations of this contract and any reasonable requests of the SJFCC executive and agrees to be fully responsible for the costs of repairs or replacement for all damage to SJFCC property attributed to the actions of the Lessee or its guests. The damage costs or value of non-performance shall be deducted from the damage and performance deposit;
- b) Should the damage costs exceed the deposit, the Lessee agrees to pay the difference (costs and values to be determined solely by Sjfcc; and
- c) Clean up is the responsibility of the centre and constitutes the normal disposal of garbage, washing and clearing tables, sweeping and washing floors. Centre clean up services do not include: removal from table of liquor and food, or removal of decorations. Excessive mess will result in forfeit of part or all damage and performance deposit assessed at \$25.00 per hour for every extra hour that is required to return the building to the state in which the Lessee received it.

The damage and performance deposit will be returned to the Lessee within 10 business days of the rental date, unless otherwise applied by the Lesser. In the event of a dispute over the disposition of the damage and performance deposit and every attempt to resolve this dispute has failed, the matter shall be referred, upon written request by the Lessee, to a meeting of the Executive Committee of the Sir John Franklin Community Centre at which the Lessee may appear to present his/her position. It is a condition of this agreement that the decision of the Executive Committee of SJFCC with respect to the disposition of the damage and performance deposit or any part thereof, shall be final and binding.

3. HOURS OF RENTAL AND BARTENDING SERVICE

The hours of rental consist of the time(s) stated in the above-mentioned contract. The facility will be opened a minimum of 30 minutes prior to the start time. The hall/room is to be cleared of all guests within 30 minutes of the end time as stated in the rental agreement. This includes the Lessee, or his or her assigns, and all guests. If any of the above remains, after the 30 minute time limit, a charge of \$25.00 will be imposed for every hour, or part thereof, that the Lessee, and/or guests, remains. These monies will be deducted from the Damage and Performance deposit.

Bartending Service is provided for the hours of 8:00pm – 1:00am.

4. LIQUOR LICENSE AND LIQUOR

A letter of permission to use the hall must be obtained from the Lesser in order for the Lessee to purchase liquor for the function and will be issued upon execution of this agreement. Terms and conditions are as follows:

- a) A valid liquor license must be displayed in or near the bar during the function;
- b) Only liquor listed on the permit is allowed on premises.
- c) Permit holder must be in attendance at all time during the event;
- d) All beverages shall be served in plastic cups;
- e) Beer bottles and other bottles will not leave the bar area;
- f) There shall be no sale of beer or liquor after the bar is closed;
- g) All liquor and beer not consumed during the function must be removed from the building immediately after the bar closes and all empties and materials brought in by the Lessee must be removed by 1:30am.



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- h) No one under the age of 18 will be permitted into the hall during the function unless accompanied by their parent or legal guardian.
- i) Food for the event must be in accordance with the Manitoba Liquor Control Permit.

4. GENERAL TERMS AND CONDITIONS

The general terms and conditions of Sir John Franklin Community Centre are as follows:

- a) No smoking allowed;
- b) No confetti allowed;
- c) Rental includes the use of the auditorium, lobby area, and washrooms only. Rental does not include the use of the canteen, or any other part of the building. The Lesser will provide a corkage service. This will include:
 - i. Plastic Beer Cups
 - ii. Plastic Liquor Cups
 - iii. Coke
 - iv. Diet Coke
 - v. Sprite
 - vi. Ice
 - vii. Coffee Maker (available upon request)The Lessee must provide all other supplies required (i.e. liquor tickets, cash box, orange juice, coffee, condiments, napkins, paper plates, cutlery etc.)
- d) Two members of the SJFCC Executive or staff members hired by the Lesser, will be in attendance and shall be responsible to staff the bar. These persons shall have full authority to have the hall cleared in the event of disorderly conduct. No other persons other than the designated bartenders are permitted within the bar area.
- e) All entrance and exit doors are to remain closed in order that the heating and fan units operate properly, and to prevent excessive noise in the residential area;
- f) The Lesser does not accept any responsibility for lost or stolen articles;
- g) The Lessee agrees to take full responsibility for the actions resulting in personal injury to any of the guests either during the event or in any way related to the arrival to, and/or departure from, the event and will absolve the Lesser of any blame in such instances;
- h) Reckless driving, excessive noise on or about the property, the consumption of alcohol outside the building or about the club property or the abuse of the facilities in any way is prohibited and will preclude further rentals and cause forfeiture of the damage and performance deposit; and
- i) The Lesser does not accept any responsibility in the event that, under unforeseen circumstances, the hall/room becomes unavailable, or unusable, by virtue of acts or events, which may occur beyond its control.