



CITY OF SWIFT CURRENT

MAGNUS NEWLAND ARENA RENTAL FORM 2018/2019

LESSEE:

Name: _____

Address: _____

Postal Code: _____ Phone Number: _____ (h)

Event Date/Time: _____ (w)

Key Deposit:

\$50.00

Event:

Rental (per day-includes use of arena office) \$525.00

Barn #6:

- Whole barn (per day) \$274.00
- Barn Clean-up \$315.00
- Box Stalls (per stall, per night) \$25.00
- Outside stalls (per stall, per night) \$15.00

SET UP REQUIREMENTS

Total Number of People Attending: _____

Total Number of Tables & Chairs Required:
Rectangular: _____ (3 ft. x 8.0 ft.)
Chairs: _____

Bleachers:

- Yes
- No

Power:

- Yes
- No

How many: _____

Please list any additional requirements:

**** Please note that there is a 90-day cancellation policy in effect. ****

Signed: _____ Date of Application: _____

For Office Use Only

Garbage Barrels: _____ Garbage Bags: _____ Brooms/Shovel: _____

TERMS AND CONDITIONS FOR THE MAGNUS NEWLAND ARENA FACILITY RENTAL 2018/2019

Please read the following terms and conditions for usage as they are set out to ensure that your event is a successful one.

- (1) A refundable \$50.00 Key Deposit must be paid at the time that the keys are picked up for all rentals. The Key Deposit will be refunded to the renter when the keys are returned. Keys are required to be picked up for each rental, as staff is not always scheduled to work after hours or on weekends. It will be the responsibility of each renter to unlock and lock the building during and following their rental. If keys are not returned the cost to replace the keys and rekey the locks, including administration charges, will be taken from the Lessee's damage deposit.
- (2) The Lessee is required to meet with the Kinetic Park Superintendent, one week prior to their event, to discuss their set up plan. At this meeting the Lessee and the Kinetic Park Operations Superintendent will discuss how the bleachers will be set up, and if the arena needs to be tilled/watered during the rental. Kinetic Park staff will set up the facility according to directions given by the Lessee to the best of their abilities based on past set up experience. The Lessee is responsible for any alterations and additional costs on a second set up required after the submission of the original plan.
- (3) The Lessee can rent Barn #6 (horse barn), or individual box stalls for their rental. No bedding is provided; this is the responsibility of the Lessee. Cleaning of stalls is the responsibility of the Lessee or additional charges will apply.
- (4) The City of Swift Current's Kinetic Park caterer has exclusive right to all public events to provide concessions for the event. They have 1st right of refusal. The definition of a food exhibitor/vendor is: they can only have a booth in the event; they **CAN NOT** use the kitchen. As well, their menu must be approved ahead of time by the Kinetic Park Superintendent or his designate, to make sure that it is not in direct competition with the concession. The definition of a concession is: public function selling product to public. The definition of a caterer is: providing food for a private function, and not charging each individual for the product. All requirements of regulatory agencies including but not limited to Public Health must be adhered to.
- (5) The Lessee shall be responsible to compile with all municipal, provincial and federal laws.
- (6) The Lessee shall remove all belongings or associated belongings immediately following the completion of their function and/or booking. The city reserves the right to charge the licensee for any additional clean up that may be required.
- (7) The Lessee shall be responsible for strict adherence to any laws concerning the possession or consumption of alcoholic beverages. This includes hours of service for alcoholic beverages, time factors regarding cessation of alcoholic beverage service and upon the completion of the event, the clearing of beverages at the appropriate time and any other rules and regulations set forth by the governing body overseeing liquor sales and distribution.
- (8) All fire regulations must be adhered to as per attached paper.
- (9) The City of Swift Current has a SOCAN TARIFF 21 License only for indoor facilities at Kinetic Park. It is the licensee responsibility to cover any required tariffs for their rental/event. www.socan.ca. The use of copyright material at such functions, in the absence of permission of the copyright owner, constitutes INFRINGEMENT OF COPYRIGHT. Therefore, if the Lessee does not have the correct SOCAN TARIFF, they will liable when the INFRINGEMENT occurs.
- (10) The Lessee shall assume all liability whatsoever as to the event and does hereby agree to indemnify and hold the Lessor harmless from any and all claims, demands, actions or causes of actions of every character growing out of the operation of said event, and it further agrees that the Lessee shall provide full and ample Public Liability and Public Property Damage Insurance to cover the event. The Lessee shall be responsible for any damage done to the premises or equipment belonging to the Lessor during the term of occupancy by the Lessee.

**** Please note: The area you have rented is located in a multi-use facility. There may be other events going on at this venue during the time of your booking.**

The contents contained in the above terms and conditions are hereby agreed to and have been received by the Lessee for the purposes of staging

_____ on _____, _____

Lessor: City of Swift Current

Lessee: _____

Signature

Signature

Date: _____

Date: _____



EQUIPMENT RENTAL/USAGE AGREEMENT, RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT (hereinafter Referred to as the “Release Agreement”)

BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT PLEASE READ CAREFULLY!
SIGNATURE OF PARTICIPANT TO: The City of Swift Current, (managers, directors, officers, employees, agents, representatives, independent contractors, subcontractors, suppliers, sponsors, successors and assigns (all of whom are hereinafter referred as “the Releases”).

DEFINITION

In this Release Agreement, the term “Equipment Rental/Usage” shall include all activities, events or services provided, arranged, organized, conducted, sponsored or authorized by the Releases and shall include, but is not limited to: harrows, TR3 Power Rake, and other such activities, events, or services that require the use of the City of Swift Current’s equipment.

RENTAL AGREEMENT

I accept full responsibility for the equipment rented (“the Equipment”) and agree to pay for any damage to the Equipment and replace the Equipment at full retail value if not returned by the agreed date or if the equipment is damaged for any reason.

SAFETY EQUIPMENT

I acknowledge that I have been advised to wear all necessary safety equipment at all times, including hard hats, steel-toed boots, high-visibility clothing and other protective equipment. Using proper safety equipment may be mandatory under provincial or federal law. I am aware that the use of this equipment is subject to all applicable municipal, provincial, and federal regulations.

ASSUMPTION OF RISKS

I am aware that the use of this equipment involves risks, dangers, and hazards, including, but not limited to: vehicle rollovers, pulling trailers, unsafe driving, unsafe road conditions; failure to travel within one’s own ability or within designated areas; human error, failure to forecast or recognize a hazardous situation; and NEGLIGENCE ON THE PART OF THE RELEASES AND THE EQUIPMENT MANUFACTUREERS AND DISTRIBUTORS, OR THEIR EMPLOYEES AND CONTRACTORS INCLUDING THE FAILURE OF THE RELEASEES OR THEIR EMPLOYEES AND CONTRACTORS TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS AS A RESULT OF MY USE OF THE EQUIPMENT.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE USE OF THIS EQUIPMENT AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

Initial: _____

MAGNUS NEWLAND ARENA DESCRIPTION



Arena Dimensions

- Magnus Newland Arena:
110'x180'

Bleachers

- Bleachers available upon request

Available for use:

- Arena office
- Barn #6/Box stalls (for rent)
- Outside stalls (for rent)

Additional Comments

- 90 days notice needed to cancel rentals
- set-up meeting with the Kinetic Park Operations Superintendent required for any event one week prior too

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|-----------------------|-----------------------------|-----------------|
| Damage Deposit | Per rental | \$500.00 |
| Key Deposit | Per rental | \$50.00 |
| Rental | Per horse/2 hour max | \$10.00 |
| | Per day | \$525.00 |