



Shubenacadie Canal Commission

Fairbanks Centre
54 Locks Rd, Dartmouth, NS, B2X 2W7
902-462-1826

WEDDING & SPECIAL EVENTS CONTRACT

This contract defines the terms and conditions under which **Shubenacadie Canal Commission**, (hereinafter referred to as SCC), and _____ hereafter referred to as the Client) agree to the Client's use of the Fairbanks Centre (Avery Room) on _____ (reception/event date). This contract constitutes the entire agreement between the parties and becomes binding upon the signature of both parties. The contract may not be amended or changed unless executed in writing and signed by SCC and the Client.

Client Information

Client Name(s): _____

Address: _____

Telephone #: (H) _____ (W) _____ (C) _____

Email Address: _____

Event Details:

The Fairbanks Centre has been reserved for you for the date and time stipulated. Please note that the hours assigned to your event include all set-up and all clean-up, including the set-up and clean-up of all subcontractors that you may utilize. It is understood you will adhere to and follow the terms of this Agreement, and you will be responsible for any damage to the premises and site, including the behavior of your guests, invitees, agents or sub-contractors resulting from your use of venue.

RENTAL DEPOSIT AND PAYMENT AGREEMENT

VENUE RENTAL FEE(S):

(a) The Client agree to pay an initial non-refundable deposit of 25% of the total of all fees. This payment serves to hold the venue for the specified date of event or wedding and is payable at the time of contract signature. A \$500.00 refundable security deposit will be returned to the client (s) no later than two weeks after the event has been held, once property has been inspected for any potential damage from the event or wedding and that all contract conditions have been met.

Full Fees: _____ - 25% deposit _____ - Balance due _____

(b) The remaining VENUE RENTAL FEES will be due 30 days prior to the date of the event or wedding. The date of payment will be the following: _____.

(c) Payments may be made via (Cheque, credit card or e-transfer.)

All checks should be made payable to: **Shubenacadie Canal Commission**

Please return signed rental agreement, all attachments and initial deposit to:

Shubenacadie Canal Commission

54 Locks Rd, Dartmouth, NS, B2X 2W7

Reservations are taken on a first-come, first-served basis. We will book your date upon receipt of your deposit.

Initial Here _____

DATE CHANGE, CANCELLATION, DAMAGE DEPOSIT

DATE CHANGES:

In the event the Client (s) is forced to change the date of the event or wedding every effort will be made by SCC to transfer reservations to support the new date. The Client(s) agrees that in the event of a date change any expenses including but not limited to deposits and fees that are non-refundable and non-transferable are the sole responsibility of the client (s).

CANCELLATIONS:

- A. All cancellations must be in writing.
- B. Cancellations made within three (3) days of signing this Rental Agreement: All money paid is refunded less a \$100.00 administrative charge.
- C. Cancellations made more than 30 days prior to the event: The 25% non-refundable deposit is forfeited by Renter. The security deposit is refunded.
- D. Cancellations made less than 30 days prior to the event: The entire rental fee is non-refundable. The security deposit is refunded.
- E. The Shubenacadie Canal Commission may cancel rentals due to inclement weather, emergency conditions, or events beyond the control of the SCC. In case of cancellation initiated by the SCC, all rental and deposit monies will be refunded.

DAMAGE SECURITY DEPOSIT:

After review by SCC, (including a day after event check for additional damage) the \$500.00 security/damage deposit will be refunded if the rental checkout list has been satisfied, there are no damages to the building and its grounds, and if Renter has used the facility for the time stated in the contract. Damages, cleaning/and/or additional time costs will be withheld from the security deposit. If damage to the Fairbanks Centre or property exceeds the amount of the security/damage deposit, Renter agrees to pay for, or replace, any object of SCC property that is destroyed, damaged, or stolen during the event. Such payment or replacement must be made immediately upon receipt of notification from SCC.

EVENT

Facility and grounds are only to be used for stated purpose(s).

EVENT ENDING TIMES:

All outdoor events must end by 11pm on Friday and Saturday evenings, 10pm on Sunday-Thursday evenings to comply with sound ordinances and in order to allow for cleanup and closure of the site by midnight.

Set up and breakdown times must fall within the total rental time period. It is the responsibility of the Renter to move equipment within the facility or on the grounds during event.

CLEANUP:

- Clean and return tables and chairs to their original positions throughout the Fairbanks Centre.
- All trash/recyclables must be removed from the Fairbanks Centre and placed in dumpster /recycling areas outside.
- Notify on-site staff of any damages that may occur during the event.

DECORATIONS:

Decorations may NOT be hung with tape, wire, nails / screws (anything) which will damage the venue, Fairbanks Centre or grounds. All decorations must be removed without leaving damages directly following the departure of the last guest, unless special arrangements have been made in advance between the Client(s) and the venue.

Note: The use of birdseed and blowing bubble is permitted only outside for wedding and reception farewells. Rice, confetti, glitter, pyrotechnics, and sparklers are not permitted inside or outside the facility. Candles must be in holders that prevent wax from dripping on surfaces.

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LIQUOR/BEVERAGES/ILLEGAL SUBSTANCES:

Client renter agrees and warrants that there shall be NO CONSUMPTION OF ALCOHOL BY PERSONS UNDER AGE 19. Renter agrees to refuse to allow alcohol to be served to, or consumed by, any person who is visibly intoxicated or under 19 years of age. Renter shall monitor all service, if any, of alcohol and specifically acknowledges that Renter is solely liable for the consumption of any alcohol by any person on the Premises and that such liability shall extend to any aspect regarding the consumption of alcohol. SCC may ask guests for identification to verify age and reserves the right to ask to the entire party to leave if (1) a minor is consuming alcohol; (2) an adult is providing alcohol to a minor; or (3) a guest or guests appears intoxicated and refuses to leave the Premises.

A. If alcohol is SERVED at an event, we must receive proof in advance that you or persons contracted by you have a valid Special Occasion Liquor License from Service Nova Scotia Alcohol, Gaming, Fuel and Tobacco.

B. Renter shall indemnify and hold the Shubenacadie Canal Commission harmless from all liability for improper use of alcohol.

MUSIC:

All music must end by 10pm during weekdays and 11pm on weekends to comply with sound ordinances.

SMOKING:

The Fairbanks Centre is a non-smoking venue. Smoking will be permitted only in designated areas outside.

CHILDREN:

All children under the age of 16 MUST be supervised at all times!

PHOTOGRAPHY:

This venue uses live, video and still photography to assist with promotion of the venue. We request that the photographer send the SCC 3-5 photos to be used for promotional purposes.

The SCC and its representatives assume no responsibility for any property placed in the facility or on the premises or any property that is left on the premises after the event is over.

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The Client Renter agrees to indemnify and hold the Shubenacadie Canal Commission, Province of NS and Halifax Regional Municipality, its officers and agents harmless from and against any and all liability, claims, actions, demands or losses of any kind and nature that may occur or be claimed with respect to any person or persons, corporation, property of chattels, on or about the Fairbanks Centre, or to the property itself resulting from any act done, or omission by or through the Renter, its agents, contractors, employees, invitees, or any person on the premises of the Fairbanks Centre by reason of Renter's use or occupancy thereof. These may include, but are not limited to accident, injury or damage to property arising from any act of the Renter or Renter's guest, whether intentional or negligent, which occur during use. Renter agrees to pay all costs and attorney fees incurred by the Shubenacadie Canal Commission and representatives in defending any such claim or action brought against the owner and representatives.

INSURANCE

Renter must provide a Certificate of Liability Insurance **30 days prior to the event**. This insurance certificate must explicitly state the following conditions:

A. \$1,000,000 Bodily Injury and Property Damage Liability Limits;

B. The SCC its commissioners, agents, and employees must be named as additional insured for any claim or claims resulting from or growing out of the Renter or event.

Failure to provide evidence of this insurance to the SCC, 30 days prior to your event, can cause immediate cancellation of your event. Cancellations resulting from failure of renter to provide the SCC with a proper and timely certificate of liability insurance will be treated as a renter caused cancellation occurring less than 30 days prior to the event.

Initial Here _____

