



# Simpcw First Nation

## Facility / Kitchen Rental Agreement

### 1. FACILITY INFORMATION

Simpcw First Nation  
 500 Dunn Lake Road  
 PO Box 220  
 Barriere, British Columbia  
 V0E 1E0  
 Tel: 250-672-9995  
 Fax 250-672-9928  
 www.simpcw.com

**Facility Contact:**

Contact Telephone: 250-672-9995

Contact Email:

### 2. RENTER INFORMATION

**Name of Organization / Applicant:**

Contact Name:	Contact Tel:	Contact Email:
Street Address:		City / Prov.

* Description of Rental Use :
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Date of Rental:	Est. # of Participants (include all staff, caterers, etc.):
Start Time (include set up):	Finish Time (include clean up):

### 3. RENTAL INFORMATION

*\*Please note SIMPCW FIRST NATION will take into account any conflict of interest in regards to kitchen / facilities rental. Please provide as much detail as possible.*

**Indicate any additional concerns or requests:**

Check YES or NO, provide detail for YES answer:	YES	NO	Details
Will event be open to the public?			
Will admission fees be charged for event?			
Will food be served?			
Will lights be set up?			
Will additional power be required?			
Is parking required? (if yes, indicate number of spaces)			
Will minors (under 18) be present?			
Will there be music?			
Will food be sold?			

#### 4. CONDITIONS OF USE

##### a) Reservations

- i. Renters are advised that the kitchen is available on a limited basis and kitchen rental agreement is not considered binding upon Simpcw First Nation until renter delivers
  - o Completed and signed facility rental agreement, rental fee/deposit, written evidence of permits (if applicable) and licenses and any other items deemed necessary by Simpcw First Nation; and
  - o Simpcw First Nation, in its sole discretion, approves such rental in writing.
- ii. Renter shall provide Simpcw First Nation with a single contact that is to serve as the representative for all Renters' activities.
- iii. Kitchen / facility shall be used only for the purpose stated in this agreement; no other use will be permitted.
- iv. Renter shall not use Simpcw First Nation's name to suggest endorsement or sponsorship of event without prior approval of Simpcw First Nation.
- v. Under no circumstances shall Renter sublease or allow any other organization or individual to use the facility for the period for which the Renter has contracted without prior approval of Simpcw First Nation.

##### b) Rental Rates:

\* Simpcw Staff / Organizations may provide a memo in lieu of money for fee – If they don't meet facility use requirements then funds will be owed to Simpcw First Nation

\*\* The booking fee is half of the estimated rental cost

Location	Basis	Category 1	Category 2	Category 3
Hall and Kitchen Tables: 150 People Seated; 200 People	Half Day	\$40.00	\$125.00	\$250.00
	Full Day	\$75.00	\$300.00	\$500.00
	Evening	\$40.00	\$125.00	\$250.00
Hall Only	Half Day	\$25.00	\$75.00	\$150.00
	Full Day	\$50.00	\$150.00	\$250.00
	Evening	\$25.00	\$75.00	\$150.00
Kitchen Only	Half Day	\$20.00	\$75.00	\$150.00
	Full Day	\$40.00	\$150.00	\$250.00
	Evening	\$20.00	\$75.00	\$150.00
SFN Boardroom Up to 15 People	Half Day	\$15.00	\$60.00	\$100.00
	Full Day	\$30.00	\$120.00	\$200.00
	Evening	\$15.00	\$60.00	\$100.00
SFN Boardroom and Kitchen Up to 15 People	Half Day	\$30.00	\$100.00	\$150.00
	Full Day	\$60.00	\$200.00	\$250.00
	Evening	\$30.00	\$100.00	\$150.00
Spiritual Center 50 People	Half Day	\$25.00	\$75.00	\$150.00
	Full Day	\$50.00	\$150.00	\$250.00
	Evening	\$25.00	\$75.00	\$150.00
Spiritual Center and Community Kitchen	Half Day	\$50.00	\$175.00	\$300.00
	Full Day	\$100.00	\$350.00	\$600.00
	Evening	\$50.00	\$175.00	\$300.00

<b>Additional Fees</b>	<b>Cost</b>	<b>Notes</b>
Custodial Fee (Set up and take down separate)	\$100.00	A fee for custodial services may be applied whenever food is being served, and at any other times determined necessary by the Simpcw First Nation Events Coordinator.
Set up and take down service (custodial separate)	\$75.00	A fee for custodial services may be applied whenever food is being served, and at any other times determined necessary by the Simpcw First Nation Events Coordinator.
Security	\$10.00 per hour	½ hour before the event until ½ hour after the event, for evening and weekends, and at any other times determined necessary by the Simpcw First Nation Events Coordinator.

Category 1	Simpcw First Nation Band Members using the facilities for personal, non-profit events.
Category 2	Not-for-profit organizations / outreach (Girl Guides, Scouts Red Cross, etc.)
Category 3	Commercial or profit-making use and general public use (clubs, classes, receptions, businesses, polling stations, etc.)

**c) Indemnification and Insurance**

- i. Renter shall indemnify, defend and hold harmless Simpcw First Nation, and employees from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with Renter’s use or occupancy of the facility and adjoining property, unless solely caused by the gross negligence or willful misconduct of Simpcw First Nation, and employees.
- ii. Renter shall procure and maintain general liability insurance against any and all losses, costs, expenses, claims, liabilities, actions or damages, including liability for injuries to any person or persons, or damage to property arising at any time during and/or arising out of or in any way connected with Renter’s use or occupancy of Simpcw First Nation facilities and adjoining property in the amount of \$1,000,000 (one million dollars) per occurrence. A copy of the insurance certificate must be provided to Simpcw First Nation prior to the event. Failure to provide proof of insurance will result in cancellation of the event and the deposit will be retained by Simpcw First Nation.
- iii. Renter shall report any personal injuries or property damage arising at any time during and/or arising out of or in any way connected with the Renter’s use or occupancy of Simpcw First Nation facilities and adjoining property.

**d) Security**

- i. Simpcw First Nation at its sole discretion may require a minimum number of staff be present for an event. Renter shall be responsible for procurement and payment of Simpcw First Nation staff.

- ii. Renter is solely responsible for supervising all individuals at Simpcw First Nation facility and adjoining property during the event. Simpcw First Nation is not responsible for providing this supervision. Simpcw First Nation reserves the right, however, to evict individuals from the facility during the event if their conduct is deemed to be destructive or detrimental in any way.

**e) Set Up / Clean Up / Decorations**

- i. Renter, caterers, transportation of rental equipment and related individuals / activities will not be permitted to access Simpcw First Nations facility prior to or after the agreed upon facility rental time period. Renter shall be responsible for arranging access during the agreed upon time for entry and exit of the facility or an additional rental fee may apply.
- ii. Renter shall not have access to prepare or decorate the facility prior to the event start time unless agreed to in writing by a signing officer at Simpcw First Nation.
- iii. Renter shall not be permitted to drive any nails, hooks, screws, poles, stakes or other forms of fasteners into any part of the facility and shall not make or allow for any alterations of any kind therein unless pre-approved by Simpcw First Nation.
- iv. Renter shall be responsible for leaving the facility in the exact condition in which it was rented including removal of any trash generated, and ensuring all fixtures belonging to Simpcw First Nation remain onsite and are in good working order.
- v. Renter shall not store any equipment or materials at the facility or adjoining property prior to or after the completion of the rental term without prior written approval of Simpcw First Nation.
- vi. Renter shall be responsible for any and all damage to the facility and/or its contents during use. In the event that damage occurs or excessive cleaning is necessary, Renter shall be responsible for any and all janitorial and/or repair fees incurred by Simpcw First Nation as a result.

**f) Equipment / Accessories**

- i. Renter shall not remove, relocate, or take any property of Simpcw First Nation outside the facility for any reason without prior approval of Simpcw First Nation.
- ii. Simpcw First Nation can provide audio/visual systems, projectors and Wi-Fi for an additional fee. Renter, at its own cost may bring these systems into the facility for their own use.

**g) Miscellaneous**

- i. Renter shall comply with local, provincial and federal laws and regulations related the use of the facility.
- ii. Renter shall not admit a larger number of individuals that can lawfully, safely and freely move about the facility.
- iii. Drugs and or alcohol of any kind are not permitted in the facility.
- iv. Smoking is not permitted in the facility.
- v. Animals are not permitted in the facility.

- vi. If Renter violates any part of this agreement or reports false information to Simpcw First Nation, Simpcw First Nation may refuse Renter further use of the facility and Renter shall forfeit a portion of or all of the rental fee and/or deposit paid.
- vii. Simpcw First Nation reserves the right to impose additional requirements as deemed necessary to protect the facilities and its integrity at the cost of the Renter.

If any provisions of this agreement are held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. **The Rental Agreement is subject to Simpcw First Nation's Facility Policy, which can be provided upon request.**

**Important:** Please read and initial all pages before signing below.

*I am an authorized agent of the organization or individual submitting this agreement. The information provided in this agreement is true and correct. I have read and understand all terms of this agreement and agree to all aforementioned rules, regulations and conditions related to the use of the rental facility.*

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_  
 Date: \_\_\_\_\_

<b>Simpcw First Nation Office Use Only</b>		
Est. Rental Fee:	Paid Booking Fee(\$)	Date Booking Fee Paid:
Final Rental Fee:	Balance Owed (\$)	Date Balance Paid:
Kitchen / Facility to be used:		Type of Use:
Rental Authorized By:	Date Signed:	Contract Completed: