

## Portage Industrial Exhibition Association

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### Rental Terms and Conditions for the MNP Exhibition Building (3 pages)

1. **Responsibility** – It is the responsibility of the Renter to be familiar with and abide by the guidelines contained in this agreement. The Renter accepts responsibility for and agrees to pay for the replacement or repair costs of any and all damages that may occur due to their actions or the actions of persons attending their function, for the duration of the rental period.
2. **No minors** (persons under the age of 18 years) will be allowed to consume alcohol at social functions. Any minors attending the event must be identified (stamp or wristband on adults for example).
3. **Deposit and Guarantees** - The signed rental agreement and a **25% non-refundable deposit**(on base rent) is due at time of booking. Minimum corkage fee (if applicable) and payment for security (required at all events serving alcohol) must be made at least thirty (15) days in advance of the actual event.
4. **Cancellation of the event** – if the Renter wishes to cancel this agreement within one (1) month of the event, the Renter agrees to pay 100% of the base rental costs. The Renter will not be charged for cancellation of events due to: acts of God, war, government regulation, disaster, strikes, civil disorder or curtailment of transportation.
5. **Licensed Events** – an Occasional Permit is required for all events where alcohol is being consumed. This permit must be obtained by the Renter and provided to bar staff and will be posted during the event. It is the responsibility of the Renter to be familiar with and abide by the LGA (Liquor and Gaming Authority of Manitoba) rules and regulations. Tickets cannot be sold at the door or on the premises or parking lot during the event. Closure of the event by liquor inspectors will not result in refund of any rental fees.
6. **Corkage Fees** - Alcohol will not be allowed in the building until the date listed on the Occasional Permit. Corkage fees will be assessed at a rate of \$18 per unit opened; a **minimum, non-refundable corkage fee will be \$\_\_\_\_\_**(equivalent of \_\_\_ units). A unit of alcohol is equivalent to: 750 mL of liquor, 24 bottles of beer or coolers, or 3 L of wine. Corkage fees include up to 4 bartenders and 1 event staff, mix (pepsi, diet pepsi, 7-up, orange and clamato juice), ice and cups. **All beer must be in cans** unless the beer variety is unavailable in cans. **Final corkage fee** will be determined at the closing of the bar and this fee is due at this time. All remaining alcohol and the Occasional permit must be removed immediately following the event.
7. **Security** –is mandatory at all events serving alcohol (minimum 4 professional security). Security will be booked by the building owner unless other arrangements are made. The cost for security will be due at the time of the rental payment. Duties of the security include: maintaining control of those attending the event, identify minors by verifying age if underage drinking is suspected, monitoring entrances and exits, ensuring no unauthorized alcohol is brought into or removed from the premises, abiding by all rules and regulations pertaining to the service of

alcohol and cooperation fully with all law enforcement, liquor officials and employees of the Portage Industrial Exhibition Association. Any individual caught fighting, creating a disturbance, causing mischief or damage will be removed from the premises and may be barred from the facility in the future.

8. **Damages and Liability** – the Renter accepts responsibility for all damages (includes extra clean-up of floors or walls), destruction or theft of property and injuries that may occur while using the facility as well as any damages that occur to the Portage Industrial Exhibition Association premises by those attending the event. All damages or losses will be billed to the Renter. Public Liability and Property Damage Insurance (PAL) is recommended in the amount of \$2 million prior to the event taking place.
9. **Set-up and Decorating** – to take place the day of the event (building is available at 9 am); other arrangements may be possible depending upon building availability. The Renter is responsible for set-up of tables and chairs. Decorations – no confetti, all balloons must be secured, no pins/tacks/tape (**'fun tack' or painter's tape only**), no open candles (all candles must be contained in an appropriate holder). All decorations must be removed immediately after the event.
10. **Clean-up** - Tables must be cleared (garbage, table clothes, etc.) and washed at the end of the event; tables can remain in place, chairs should be stacked and placed to side of hall. Rectangular tables and round tables should be lifted rather than dragged when moving and round tables should not be rolled when moving. Garbage on the floors (cups, food, etc) must be picked up and put in garbage bags. Please do not sweep the floors as they are often wet. Garbage bags are provided. All garbage bags must be put in the outside (east end) garbage dumpster.
11. **Other** – no alcohol may be served after the bar closure time specified on the permit. Alcohol must be removed from the tables within 60 minutes of the termination hour and guests must vacate the premises at this time. All alcoholic beverages must be poured into plastic cups; if beer cans are not poured, they must be opened at the bar. No beverages are allowed in the washrooms. No alcohol may leave the building until the event is over and all remaining alcohol is to be removed by the Renter after corkage has been determined. All events will be subject to inspection by liquor officials as well as by members of the RCMP. Any food requirements are the responsibility of the Renter and are not part of this contract.
12. **SOCAN fees** – For events where music is being played (live or recorded), the Renter will be required to pay a SOCAN fee. SOCAN (The Society of Composers, Authors and Music Publishers of Canada) is the Canadian copyright collective for music. They administer performing rights, collect the license fees in Canada, and pay the royalties to the creators and publishers of the musical works performed in Canada and around the world. SOCAN is a not-for-profit, independent organization run by a board of directors elected by thousands of composers, lyricists, songwriters and music publishers across Canada. The cost of a SOCAN license depends on a range of factors, from where and how the musical work is being performed, the seating capacity and the type of event. A license is required whether the music is live or played on a tape/CD player, jukebox, video, or karaoke and whether the performers are paid or not. The Portage Industrial Exhibition Association collects the appropriate fees and remits them to

SOCAN on a quarterly basis. For more information regarding SOCAN, please refer to their website [www.SOCAN.ca](http://www.SOCAN.ca).

**The Renter agrees to all provisions set out in the Rental Terms and Conditions.  
I have read and understand the information and rules above and have received a copy of this agreement.**

**Event Name:**

**Event Date:**

Accepted and agreed to:

\_\_\_\_\_

Print name and/or Organization

\_\_\_\_\_

Signature (s) and date

**Rental Rates:** (add GST to all amounts)

- Base Rent
- Minimum Corkage
- SOCAN fees
- GST
- Security
- Total Due**

***Remaining Corkage fee (number of opened units over 40 at \$18/unit) will be determined at the end of the event and will be due at that time.***

***All Beer must be in cans. Maximum 500 tickets for social events with alcohol.***

**Fee Schedule:**

**WEDDINGS**

**Option 1 – bartenders included (mix, ice, cups, etc provided)**

**Base Rent**                    **\$800/day**  
**Minimum Corkage**        **\$720.00 (40 units@ \$18)**  
**SOCAN Fee**                    **\$135.00**  
**Security**  
**GST**

**Option 2 – no bartenders(NO mix, ice, cups, etc provided)**

**Base Rent**                    **\$800/day**  
**SOCAN Fee**                    **\$135.00**  
**Security**  
**GST**

**SOCIALS**

**Option 1 – 1AM Bar Closure**

**Base Rent**                    **\$800.00/day**  
**Minimum Corkage**        **\$720.00 (40 units@ \$18)**  
**SOCAN Fee**                    **\$135.00**  
**Security**                        **\$540.00(G&P)**

**Option 2 – New Years Eve 2am closure**

**Base Rent**                    **\$1600**  
**Minimum Corkage**        **\$900 (50 units@ \$18)**  
**SOCAN Fee**                    **\$135**  
**Security**

**Security**

**1 guard - \$135 + GST & PST**

**Socials require a MINIMUM of 4 Guards**

**FUNERALS**

**\$500/day with setup prior day dependent on availability**

**MEETINGS & MISC EVENTS**

