PORTAGE INDUSTRIAL EXHIBITION ASSOCIATION Meyers Norris Penny (MNP) HALL RENTAL CONTRACT

Lessor: Portage Industrial Exhibition Association Box 278, Portage la Prairie, MB, R1N 3B5 Phone: (204) 857-3231 Fax: (204) 239-1701 Email: info@portageex.com



Mutual Awareness: Rental of the Hall is by mutual agreement between the Lessor (Portage Industrial Exhibition Association) and Lessee/Renter (named below). Lessor reserves the right to refuse rental for any reason.

(Please Print)							
DATE REQUIRED:							
TIME: From:	am/pr	m To		am/pm			
TYPE OF EVENT:		Number of Occu	pants Expected:				
Who is the social in support of: (Bride and Groom names, Person/Group)							
By signing below, I have	ve read and agree to the terms	s and conditions a	s stipulated within this a	agreement.			
Lessee/Renter Informa	tion:						
(Please Print Clearly)							
Name:							
Address:							
Town:		Postal Code:		Tel:			
Cell:		Email:					
Signature of Applicant:							
A \$500.00 damage deposit must be paid to the Portage Industrial Exhibition Association 30 days prior to the booked event. The deposit will be cashed at that time but will be reimbursed in full if the building is left in the condition it was found.							
Remaining Corkage fee (number of opened units over 40 at \$20.00 per 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 event with alcohol.							
This is a non-smoking facility.							
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January 2020 (1)



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Rental Terms and Conditions for the MNP Exhibition Building

- 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 (30) 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.
- 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 LGCA (Liquor, Gaming and Cannabis 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.
 To obtain a permit, go to mylgca.ca click on 'Apply for Liquor Permit' after reading, click continue at bottom to apply for permit. The building name in the LGCA data base is called 'Meyers. Norris Penny Exhibition Building'.
- 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 \$20 per unit opened; a minimum, non-refundable corkage fee will be due with rental (see contract prices last page). 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, 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.

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Rental Terms and Conditions for the MNP Exhibition Building (continued)

7. Food & Food Related Products at events/functions -

A temporary food permit is required for all events that will have the public attending and where food is provided and/or sold for those attending. Caterers must possess a provincial caterers license.

All events that do not require a temporary food permit (eg; where the event/function organizers declare that the event attendees are family/relatives only or a company event/function involving employees only and are not selling or providing food to the public) accept responsibility and all liability for any issues/problems of those in attendance arising from the event/function related to food and food related products provided for the event. For events that do not require a temporary food permit, the public health protection office strongly advises all food and food related products be obtained from an approved food source.

- 8. Security is mandatory at all events serving alcohol. Social events will require a minimum of 4 professional security and weddings require 2 professional security. Security will be booked by the Lessor unless other arrangements are made by the Renter that have been approved by the Lessor. Proof of engaging a professionally certified security company or personnel who carry the appropriate insurance must be provided for approval by the Lessor one month prior to rental date. The Renter must follow the guidelines set above (also Page 6) as to the number of Security guards required at events. 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.
- 9. 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.
- 10. 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.

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Rental Terms and Conditions for the MNP Exhibition Building (continued)

- 11. 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.
- **12. Kitchen** The renter is responsible for general clean-up of the kitchen area. The renter is responsible for the proper care of all equipment within the kitchen area. Additional charges may be added for missing or damaged articles. There is no cooking at this time. Prep work only.
- 13. Other No alcohol may be served prior to bar opening time or after 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 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.
- **14.** ENTANDEM fees For events where music is being played (live, recorded or a combination of both), the Renter will be required to pay ENTANDEM license fees.

ENTANDEM is jointly owned and operated by both RE:SOUND and SOCAN, and will administer recorded and live music licenses for both RE:SOUND and SOCAN.

ENTANDEM collects license fees on behalf of RE:SOUND and SOCAN, who then distribute them to their respective rights holders.

RE:SOUND is the Canadian not-for-profit music licensing company dedicated to obtaining fair compensation for artists and record companies for their performance rights.

SOCAN (The Society of Composers, Authors and Music Publishers of Canada) is the Canadian copyright collective for music. SOCAN protects the performing and reproduction rights of more than 150,000 songwriters, music publishers, composers, and visual artists

The cost of ENTANDEM fees depends on a range of factors, from where and how the musical work is being performed, the seating capacity and the type of event. Licenses are required by law whether the music is live or played on a tape/CD player, jukebox, video, or karaoke, or a combination of both, and whether the performers are paid or not.

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Rental Terms and Conditions for the MNP Exhibition Building (continued)

The Portage Industrial Exhibition Association collects the appropriate fees on behalf of ENTANDEM and remits them to ENTANDEM on a quarterly basis. For more information regarding ENTANDEM licensing fees, visit the website at <u>www.entandemlicensing.com</u>, call 1-855-957-6226 or visit the Copyright Board of Canada.

	Without Dance				With Dance					
RE:SOUND	Capacity	Check				Capacity	Check			
	1-100		\$9.25			1-100		\$18.51		
	101-300		\$13.30		_	101-300		\$26.63		
	301-500		\$27.76			301-500		\$55.52		Re:Sound
	Over 500		\$39.33			Over 500	N	\$78.66		Total
		S	ubtotal A	:				Subtotal B		
Without Dance					With Dance					
SOCAN	Capacity	Check				Capacity	Check			
	1-100		\$22.06			1-100		\$44.13		
	101-300		\$31.72			101-300		\$63.49		
	301-500		\$66.19			301-500		\$132.39		Socan
	Over 500		\$93.78			Over 500		\$187.55		Total
		S	ubtotal A	:				Subtotal B		
BOTH L	icense Fees	S MUST b	e paid* (Re	e:Sound &	Soca	n)	Total			
*(Unless LIVE music ONLY and approved by General			Manager)	Re:Sound + Socan =						
					Entandem Fees		*			
Check o	off capacity	- fill in \$	amount							
							*Carry total to Fee Schedule Pg 6			

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Rental Terms and Conditions for the MNP Exhibition Building (continued)

	FEE SCHEDULE							
\triangleright	Base Rental	\$ 800.00/Day						
>	Minimum Corkage	\$	800.00 (40 Units@\$20)					
	Rental of the bar stands (If wanting bar stands with no bartenders)	\$	25.00 each					
\triangleright	ENTANDEM (Socan + Re:Sound) Fee	\$	As per schedule (Pg 5)					
\triangleright	Security Disbursements	\$	324.00 (2 guards)					
\triangleright	Security Disbursements	\$	648.00 (4 guards)					
	 2 guards for weddings - 4 guards for all other socials Cost will increase/change on Statutory Holidays Cost will increase/change for requests above standard service 							
\triangleright	New year's Eve Rental	\$1	,600.00					
\triangleright	New year's Eve Minimum Corkage	\$	900.00					
\succ	New year's Eve Security	\$	915.00					
\succ	Funerals	\$	500.00					
≻	Additional Day for Setup	\$	500.00					
≻	Curtain Rental	\$	100.00					
\triangleright	Key Lost and/or Not Returned	\$	100.00					
\triangleright	Basic Use of Kitchen (socials & funerals)	\$	50.00					
\triangleright	Use of Kitchen (Weddings, Catered Events, etc.)	\$	100.00					
\triangleright	Bridal Shower/Other event in the Afternoon	\$	50.00					
	 Sub Total GST 5% Grand Total Less Deposit Received on Balance Due Prior to Event 		, 20	 () 				
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Rental Terms and Conditions for the MNP Exhibition Building (continued)

Contract rates (other than Disbursements*) are in effect until December 31st of the year that the contract is signed by the Renter. Contracts not paid in full by December 31st of the year that the contract is signed are subject to any rate changes that may occur when rates are set by the Lessor by January 1st annually. *For the purpose of a Rental Contract with the Lessor, 'Disbursements' are defined as Security and Entandem disbursements. These disbursements are set by the security company in use and Entandem and are subject to change at any time that the Lessor is notified of a fee change from the respective company.

Health Orders

All renters of buildings or property of the Portage Industrial Exhibition Association must comply with current Manitoba Health Orders.

All renters are responsible to be aware of current protocol and regulations as they pertain to their event. If applicable, all events that must obtain approval to proceed from the local or provincial Health Protection office must show proof of approval a minimum of ten days prior to the event start.

If applicable, any permits required for an event must be forwarded to the office of the Portage Industrial Exhibition a minimum of ten days prior to the event start.

I acknowledge that the above information regarding Health Orders has been read and understood.

Renter signature: ______

Date:

Rental Terms and Conditions accepted and agreed to:

Print name and/or Organization

Signature (s) and date

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January 2020 (1)