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

Exhibition Association) and Lessee/Renter (named below). Lessor reserves the right to refuse rental for any reason.

(Please Print)

DATE REQUIRED: _____

TIME: From: _____ am/pm To _____ am/pm

TYPE OF EVENT:_____ Number of Occupants Expected: _____

Who is the social in support of: (Bride and Groom names, Person/Group) _____

By signing below, I have read and agree to the terms and conditions as stipulated within this agreement.

Lessee/Renter Information:

(Please Print Clearly)

Name: _____

Address: _____

Town: _____ Postal Code: _____ Tel: _____

Cell: _____ Email: _____

Signature of Applicant: **X** _____

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 $22.00 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.

Facility is under 24 hour video surveillance.

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Rental Terms and Conditions for the MNP Exhibition Building

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. **All other fees are due 30 days prior to the 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. Liquor may be brought onsite the day of the event only. All liquor must be removed immediately following the event-same day. 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 **Mutual Awareness:** Rental of the Hall is by mutual agreement between the Lessor (Portage Industrial 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 $22.00 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. 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 cooking/BBQ outside at their event must complete the Temporary Food Permit. Link: https://www.gov.mb.ca/health/publichealth/environmentalhealth/protection/docs/tempfood.pdf
   All questions and the completed permit application are to be forwarded to healthprotection@gov.mb.ca.
   All events/event organizers 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.
   All event organizers must stipulate if there will be additional vendors/mobile units onsite for their event. A fee of $100.00 per vendor will be charged for extra vendors/mobile units associated with a booked event.
8. **Security is mandatory at all events serving alcohol. Portage Industrial Exhibition Association reserves the right to request security at any non-liquor event.**
   Minimum requirements: 2 guards - events under 250/4 guards - events 250 + over. **Security will be booked by the Lessee/renter.** Proof of engaging a professionally certified security company or personnel who carry the appropriate insurance must be provided for approval by Lessor 30 days prior to rental date. Noncompliance regarding the mandatory presence of licensed security will result in loss of rental. The Renter must follow the guidelines set above (also Page 6) as to the number of Security guards required at events. 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, ensuring no illegal drugs or substances are onsite or associated with the event, 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 or engaging in acts that contradict the requirements regarding liquor and/or illegal drugs or substances as stated above will be removed from the premises and is subject to being 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** – Set-up and Decorating – To take place the day of the event (building is available at 9 am); other arrangements may be made upon building availability. Renter is responsible for set-up of tables and chairs.
    Decorations – NOTHING can be attached to the walls in any manner. ANY damage to the walls will result in loss of damage deposit. Damage to walls is defined as loss of paint/plaster, cracks, chips, holes or staining/marking. No confetti, glitter or similar style decorating particles. All balloons/balloon structures must be free standing and secured/weighted. No open candles (all candles must be contained in an appropriate holder). No fogging/misting/vapours of any kind allowed. All decorations must be removed immediately after the event.

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11. **Clean-up -** Tables must be cleared (garbage, table clothes, etc.) and washed at the end of the event; tables can remain in place (except any wooden tables used – see below). If you ARE returning tables to the back room after cleaning, be sure that they are stacked by same size (ie 6' together/8' together). Stacking different sizes in one pile results in damage that you will be charged for. Chairs should be stacked (NO higher than 6 (six) high) 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. All other items used for the rental **MUST** be returned to where they came from. Such as: Podium returned to audio/visual closet - Projector remote on top of unit in audio/visual closet - Stage risers returned to their position in back area - Curtains taken down, folded + placed in their proper tubs and returned upstairs in back of building (PLEASE be careful NOT to drag curtains on floor and put away dirty) - Curtain frames returned to position on west wall of back room – Wooden tables wiped, taken down and returned and stacked in proper spot in back room – Small white wooden table returned to back room at bottom of stairs – Any other item that was brought into the main hall from the kitchen, audio/visual closet or back room to be returned to where it was taken from. 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.
    Noncompliance will result in a cleanup fee that will be deducted from the damage deposit. Amount will be on a case-by-case basis at the discretion of the Lessor and determined by the amount of work required to return the facility to the state/condition it was before rental.

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 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.

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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.

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 www.entandemlicensing.com, call 1-855-957-6226 or visit the Copyright Board of Canada.

RE:SOUND	**Without Dance**					**With Dance**				
	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		$78.66		Total
			Subtotal A					Subtotal B		
SOCAN	**Without Dance**					**With Dance**				
	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
			Subtotal A					Subtotal B		
BOTH License Fees MUST be paid* (Re:Sound & Socan)							Total			
*(Unless LIVE music ONLY and approved by General Manager)							Re:Sound + Socan =			
							Entandem Fees		*	
Check off capacity - fill in $ amount										
							***Carry total to Fee Schedule Pg 6**			

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FEE SCHEDULE

➢ Base Rental	$ 900.00/Day	_____
➢ Minimum Corkage	$ 880.00 (40 Units @ $22)	_____
➢ Rental of the bar stands (If wanting bar stands with no bartenders)	$ 50.00 each	_____
➢ ENTANDEM (Socan + Re:Sound) Fee	$ As per schedule (Pg 5)	_____
➢ Security: Mandatory for licensed liquor events* To be booked directly by Renter. Must use licensed security company. **Minimum** requirements: 2 guards - events under 250/4 guards - events 250 + over. *Portage Industrial Exhibition Association reserves the right to request security at any non liquor events. Proof of engaging a professionally certified security company is required.		
➢ New year's Eve Rental	$1,800.00	_____
➢ New year's Eve Minimum Corkage	$ 1,000.00	_____
➢ Funerals	$ 500.00	_____
➢ Additional Day for Setup	$ 550.00	_____
➢ Curtain Rental	$ 125.00	_____
➢ Key Lost and/or Not Returned	$ 100.00	_____
➢ Basic Use of Kitchen (socials & funerals)	$ 75.00	_____
➢ Use of Kitchen (Weddings, Catered Events, etc.)	$ 150.00	_____
➢ Bridal Shower/Other event in the Afternoon	$ 50.00	_____
➢ Event/function addition (ie; vendor/mobile truck)	$ 100.00 per	_____
➢ Grounds/green space required with MNP rental	$ 100.00	_____
➢ Add on fee (event duties renter is responsible for as per contract, additional access required beyond additional set up days booked)	$ 50.00 per	_____

- Sub Total _____
- GST 5% _____
- Grand Total _____
- Less Nonrefundable deposit ($225.00) Received____, 202_ (_____)
- Plus refundable damage deposit _____
- Balance Due 30 days Prior to Event _____

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- Contract fee rates (other than Disbursements*) are in effect January 1st to December 31st. Contract fee rates not paid in full with the current year fee rates by December 31st of the year prior to the event date are subject to any rate changes that may occur when rates are set by the Lessor by January 1st annually.
  Example 1:
  Lessee books facilities in 2026 for event in 2027:
  - If full contract fees paid by December 31, 2026 – 2026 fee rates will apply
  - If full contract fees are NOT PAID before January 1, 2027 – 2027 fee rates will apply

  Or; Lessee books facilities in 2026 for event in 2028:
  - If full contract fees are paid by December 31, 2027 – 2027 fees rates will apply
  - If full contract fees are NOT PAID before January 1, 2028 – 2028 fees rates will apply

  *For the purpose of a Rental Contract with the Lessor, 'Disbursements' are defined as Entandem disbursements. These disbursements are set by Entandem and are subject to change at any time that the Lessor is notified of a fee change by Entandem.

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 for being aware of current protocol and regulations as they pertain to their event.
If applicable, all events that must obtain approval to proceed with the local or provincial Health Protection office must show proof of approval a minimum of ten days prior to the event starting date.
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 date.

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

Renter signature: _**X**_____

Date: _____

Rental Terms and Conditions accepted and agreed to:

X_____ **X**_____

Print name and/or Organization Signature (s) and date