



**Ste. Agathe Community Development Inc.**  
**P.O. Box 3**  
**Ste. Agathe, Manitoba R0G 1Y0**  
[parccartier.steagathe@gmail.com](mailto:parccartier.steagathe@gmail.com)

**TERMS AND CONDITIONS OF USE**  
**Parc Cartier, PR305**

In consideration of the Ste. Agathe Community Development Inc. ("CDI") allowing the Renter to use the Site/Shelter ("Site") for the Event as and on the date and during the time set out in the rental application ("Rental"), the Renter agrees:

1. To pay the damage deposit to CDI in the amount set out in the application. CDI will refund the damage deposit to the Renter after the Rental to the address set out in the application, unless CDI retains any portion to pay for any damages resulting from the Renter's use of the Site or the Rental, including the cost of restoring the Site to a clean and suitable condition, and for repairs, maintenance, or replacements ("damages"). CDI's representative will inspect the Site at the end of the Rental to determine whether there are any damages. The decision of the CDI representative is final. The Renter is responsible for any additional costs if the amount of the damages exceeds the amount of the damage deposit. The Renter shall pay any such additional amounts to CDI immediately upon demand.
2. To pay CDI all fees in connection with the Rental as set out in the application as and when due (determined in accordance with the rental fees set out in the attached Appendix).
3. That, at least two weeks before the Rental, the Renter will obtain, and provide CDI with evidence of having obtained, comprehensive general liability insurance for the Rental in the amount of no less than \$2,000,000.00 for any one occurrence. The policy must name CDI and the Municipality of Ritchot as additional insureds, include a cross-liability clause and cover all claims for bodily injury, including death, and property damage or loss arising out of the Rental or the use or occupation of the Site by the Renter and the Renter's agents, employees, contractors and invitees in connection with the Rental. The Renter may instead, at Ritchot's discretion, request and pay for the required insurance through Ritchot's insurer. Nothing contained in the required policy of insurance shall in any way limit the liability of the Renter in connection with the Rental or otherwise. Application will be provided to the renter.
4. That CDI makes no representation, warranties or guarantees, express or implied, as to the safety of the Site, or its suitability, condition or fitness for the Renter's purpose. All park maintenance is done by CDI. If there are special maintenance requests, the Renter must contact CDI in advance of the Rental.
5. That if the Renter wishes to cancel the Rental, any notice of cancellation and request for a refund must be in writing and received by CDI at least two weeks before the Rental. The refund will be mailed to the address indicated in the application. The Renter is responsible for payment in full and forfeits any refund of any amounts paid to CDI in connection with the Rental if the Rental is cancelled less than two weeks before the Rental.
6. That CDI may cancel the Rental and terminate the Rental at any time if

Applicant/Renter initials \_\_\_\_\_ Date: \_\_\_\_\_



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- a. CDI, in its sole discretion, determines that it is not in CDI's best interests to permit the Rental,
- b. for any breach of the terms and conditions set out in the application or these Terms and Conditions of Use (collectively, "Agreement"), misconduct, improper use of the Site, or any other action by the Renter deemed by CDI or CDI's representative to be detrimental to Event participants or the Site. The CDI representative has the right to make decisions for the well-being of those attending the Event or to help reduce potential damages to the Site. Decisions of the CDI representative are final.
- c. in the case of an emergency or other unforeseen circumstance, as CDI may in its sole discretion determine. If possible, CDI will give the Renter at least 24 hours' notice of cancellation in the circumstances provided for in this subsection c. CDI may grant the Renter access to the Site at another time as the Renter and CDI may agree.

CDI is not responsible for and the Renter shall have no claim or right to damages or reimbursement on account of any loss, damage or expense whatsoever for any cancellation or termination of the Agreement.

7. To supply all supervision and preserve and maintain good order, discipline and safety in the use of the Site and in connection with the Rental. CDI shall have the right at any time to eject from the Site or refuse admittance to any person who is, in the opinion of a CDI representative with responsibility for supervision of the Site, creating a disturbance or behaving in an objectionable or unacceptable manner. Decisions of the CDI representative are final.
8. Not to permit, without prior written approval of the CDI constructing, erecting or attaching or causing or permitting to be constructed, erected, or attached any device, fixture or other thing of any nature at the Site.
9. The Renter must obtain a liquor permit pursuant to the Liquor Control Act and liquor may only be served in accordance with the terms and conditions of a valid social occasion liquor permit for the Event from the Liquor, Gaming and Cannabis Authority of Manitoba ("LGCA") and in accordance with all LGCA requirements.
10. To abide by the end time set in the application for the Rental. The closing time of the shelter will be in accordance with the terms of any LGCA permit in connection with the Rental. The shelter access must be as outlined in the agreement and arranged with the CDI Representative at the prearranged date and time.
11. To leave the Site in a clean and presentable condition at the end of the Rental and in the same condition as it was at the commencement of the Rental. Upon leaving shelter, all lights must be off (including bathrooms, storage room and outside) All outside doors must be locked. Place closed garbage bags outside canteen door. All bins will be filled with replacement garbage bags provided by CDI. If used, tables must be wiped down and the shelter swept if used. \$20/hour will be deducted from the damage deposit for any extra cleaning needing to be done due to excessive mess left behind.

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12. To remove all equipment, displays, goods, and belongings from the Site by the end of the Rental. Failure to do so will result in CDI undertaking any work required to remove items left behind at the Renter's expense and without liability for any loss or damage.
13. That CDI is not responsible for damage to or loss of any equipment or belongings of the Renter brought onto the Site.
14. That the Renter is responsible for any and all damages to the Site or Parc Cartier by the Renter, the Renter's guests, invitees, agents, or independent contractors acting on the Renter's behalf during the Rental.
15. To indemnify CDI, its officers, employees, affiliates, agents and representatives, its officers, employees, affiliates, agents and representatives from and against
  - a) any and all claims of any kind whatsoever arising out of any act or omission of the Renter and any agent, employee or other person for whom the Renter is responsible arising out of or resulting from the Rental, and
  - b) all or any loss or damage to the Site or to any property of CDI used in conjunction with the Rental.
16. That CDI is not responsible for any personal injuries to the Renter, Renter's guests, invitees, agents, and/or independent contractors acting on the Renter's behalf during the Rental, or for loss or damaged goods or damaged property. The Renter waives all claims against, releases from liability and agrees not to sue CDI, its officers, employees, affiliates, agents and representatives, its officers, employees, affiliates, agents and representatives, for any personal injury, death, property damage or any other loss or damage sustained by the Renter or for which the Renter may be responsible arising out of, or in connection with the Rental, or the use of or presence of the Renter (and any person for whom the Renter is responsible) at the Site or anywhere in Parc Cartier.
17. That all areas of Cartier Parc will remain open and accessible to the public at all times. If the Renter requires specific areas of the park for the Rental, the Renter must notify CDI in writing, whereupon CDI may place a "reserved" sign at the requested location, although the public may still access the specific area and the Renter's use of that area will not be exclusive. The option to rent the entire park to limit outside access is an option for a fee.
18. To comply with and ensure every person the Renter invites or allows to attend at the Site complies with, all terms and conditions of the Agreement, and all requirements and policies of CDI and all by-laws, requirements and policies of the Municipality of Ritchot, as well as all applicable laws.
19. That there are two parking lots located at the park, one to the east of the entrance and one on the south side of the picnic shelter. Parking is only allowed in designated parking areas.
20. That the rights granted to the Renter shall not be transferred or assigned in any way.

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