

- f) Be responsible for damages incurred. Said damages to be paid firstly by the Licensee and/or their insurer. A damage deposit in the amount of _____ DOLLARS (\$ _____) in addition to the rental fee is required upon signing this agreement. Said deposit may be withheld for a period of seven days following the event, at which time the deposit will be promptly returned provided the Premises are found to be clean, free of damage, debris and garbage, and generally in the same condition as when rented, and provided there have been no founded complaints of after-hours noise or disturbance.
- g) Use only the Premises named in this agreement.
- h) Be responsible for leaving the Premises clean. Failure to do so may result in an additional fee levied for maintenance.
- i) Call and cancel the license if the Licensee cancels the event.
- j) For events scheduled on a monthly basis, and for which no key has been issued, call the designated facilities co-ordinator at least 48 hours in advance of the event to confirm that heat and/or access is required.**
- k) Will not permit liquor or beer on any Premises except under the terms of a Provincial Liquor Board event permit and written pre-authorization by the Lund Community Society.
- l) Pay all fees levied according to this agreement including but not limited to costs associated with any breach of this agreement.

2. Waiver and Indemnity Clause

The Licensee accepts and will use the Premises at their own risk and agrees that neither the Lund Community Society herein after referred to as “the Society”, nor their respective officers, employees, servants, agents, heirs, successors and assigns have made any warranties or representations respecting the suitability or condition of the Premises. The Licensee further agrees to save harmless the Society and its respective officers, employees, servants, agents, heirs, successors and assigns from and against any and all claims whatsoever, including all damages, liabilities, expenses, costs, including legal or other fees, incurred in respect of any such claim(s) or any action(s) or proceeding(s) brought thereon arising directly or indirectly from or in connection with the granting of this License and use of the Premises.

It is the sole responsibility of the Licensee to determine what insurance coverage, if any, including but not limited to Workers Compensation and Participants Insurance, are necessary and advisable for its own protection and/or to fulfil its obligations under this contract. Any such insurance shall be maintained and provided at the sole expense of the Licensee.

General

- a) The Licensee understands and agrees that this Permit may be revoked or cancelled at any time with or without cause. The Society will make every reasonable attempt to provide a minimum 48 hours notice of a cancellation to the Licensee.

- b) **The Applicant warrants and represents that if he/she executes this Application on behalf of a Group or Organization that the Applicant has sufficient power, authority and capacity to bind the Group or Organization with his/her signature.**

- c) The Licensee, in consideration of being granted permission to use the Premises agrees to be bound by the Terms and Regulations referred to above and if the Applicant represents a Group or Organization, the Applicant agrees to inform all responsible officials associated with the Group or Organization of the Terms and Regulations and Waiver and Indemnity Clause.

I have read the above and fully understand the Terms and Regulations, the Waiver and Indemnity Clauses and the General Clauses, and will comply fully with the said document.

Signed and Witnessed this _____ day of _____, _____
Month Year

_____ Witness Signature	_____ Licensee Signature
_____ Witness Print Name	_____ Licensee Print Name
_____ Witness Address	_____ Licensee Address
_____ City, Province, Postal Code	_____ City, Province, Postal Code