

New Maryland Centre Facility Rental Agreement (Effective March 1st, 2024)

Incorporation of Application Form Information

The User confirms that all information previously provided in the *New Maryland Centre Pre-Rental Approval Form*, with respect to this event, remains accurate and acknowledges that the information is incorporated into the terms of this Agreement. Only people nineteen (19) years of age or older may rent the facilities.

Usage of the New Maryland Centre

The User agrees that its usage of the New Maryland Centre (“**NM Centre**”):

1. Will not conflict with the Village’s vision, mission, values, and principles set out in its [Strategic Plan](#).
2. Will not cause interference with the orderly functioning of the Village or infringe upon the rights or privileges of others.
3. Will not promote hatred or discrimination against, or expose to contempt, any person or group of persons as applicable under legislation or the common law.
4. Will not contravene provisions of any law, statute, regulation, by-law, enactment, policy, or otherwise, of Canada, of the Province of New Brunswick, or the Village. This includes but is not limited to the *Criminal Code of Canada* and the *New Brunswick Human Rights Act* and all Village by-laws or resolutions. The User shall obtain and maintain in effect throughout the Rental Period all necessary permits, approvals and authorizations in connection with the NM Centre rental.
5. Will be used solely for conduct related to their activities and the User will be held financially responsible for any damages to the facility or loss or replacement of any equipment that is damaged or lost as a result of their activity.
6. Will be used only for the activities for which they have been designated, including the Purpose above and the details of the Event contained in the Application Form.
7. Is in no way related to the Village and the NM Centre is only offered for use as specified in this Agreement. Other than rental of these facilities there is no legal relationship between the User and the Village.
8. If any information provided by the User in the Pre-Rental Approval Form or the Agreement is misleading or inaccurate, the Village may cancel the event at any time with no refund given.

Rental Costs and Capacities

****Time for set-up, decorating and clean-up must be included in the rental period.****

Standard Rental Rates *Plus HST	Per hour	Per Half Day (4 hours)	Per Day (8 hours)	Full day rate
Hall A (33ftx40ft)	\$30	\$90	\$150	\$210
Hall B (26ftx40ft)	\$30	\$90	\$150	\$210
Hall A & B	\$60	\$180	\$240	\$320
Lower Level Boardroom	\$25	\$75	\$150	N/A

Weddings: *\$400 plus \$200 refundable damage deposit (includes Hall A&B & full kitchen). Please see our *Wedding & Reception Info* for more detailed information on weddings.

Kitchen: Full kitchen: \$80 + HST - includes use of cooking appliances, dishwashers, dishes, cutlery, coffee/tea urns, etc.

Half Kitchen: \$40 + HST - includes use of dishes, cutlery, coffee/tea urns & dishwashers only.

There is no charge for the kitchen when use is limited to the fridge/freezer, prep/counter space and microwave only.

Janitorial Fees: An additional fee of \$60 + HST will be charged for any large event booked with more than 100 people attending OR for events that require a setup consisting of 15 or more tables. (Standard rentals only).

Lost or Not Returned Keys: Lost or not returned keys are subject to a \$20 replacement fee.

Maximum Capacities	Standing	Seating	With Tables & Chairs
Hall A		160	99
Hall B		122	75
Hall A & B	300	293	184*

*Please note that these are maximum capacity numbers for the hall and will vary with the type of event hosted or with use of the stage, dance floor, buffet tables, etc.

Damage Deposit and Payment

At the sole discretion of the Facility Manager, large functions (i.e., dances with a bar) may require a \$200 refundable damage deposit at the time of booking. Please report any problems, concerns or damages immediately following your rental period to the Facility Manager.

Users must pay in full the established fees set out in the “**Rental Cost**” table found on page one, prior to the start of the Rental Period and at the time of key pick up. Payment by cheque must be received at least 10 days prior to the rental date.

Payment can be accepted at the NM Centre by cash or cheque. Please make cheques payable to the "Village of New Maryland". Debit is accepted at the Village Office (584 NM Hwy), E-transfers can be sent to facility-rentals@vonm.ca (please include “NMC rental date” in the message/note box) Credit cards are not currently accepted.

Kitchen Facility Use

The full kitchen upstairs is available to groups at an additional fee. The User is responsible for returning the kitchen to its original condition. A portion of the damage deposit may be kept if additional cleaning is required.

Seating, Equipment and Technology Access

The Village has the following seating, equipment and technology access which the User may request or confirm usage of, depending on availability:

- **Tables:** Rectangular tables measure 6 ft. x 2.5 ft. and seat 6 people; round tables are 5 ft. in diameter and seat 8 people. Tables must be emptied of garbage at the end of the rental period.
- Set up and take down of all tables and chairs for functions (standard rentals only) will be completed by staff, based on User's requirements and direction (if possible).
- **Portable stages:** There are two portage stages; each one measures 6 ft. wide x 8 ft. long.

- **Sound system:** The sound system is Bluetooth compatible with ceiling speakers. The Village does not permit other speakers or equipment to be connected to the system.
- **Microphones:** There are 2 microphone connections on the west wall and 2 on the east wall. Microphones are wired and provided upon request, depending on availability.
- **Internet:** The NM Centre is equipped with FibreOp Internet, wireless and wired connections. No WIFI password is required.
- **Data projector:** Rental rate is \$40 plus HST per day/event.
- **Linens:** Rental rate is \$6 each plus HST. Linens may remain on tables at the end of the rental period.
- The NM Centre is wheelchair accessible.
- There are 79 assigned parking spaces and 3 disabled spaces.
- Room rentals are for the designated room only and include use of tables & chairs in that room only.

NM Centre equipment, tables or chairs, are NOT permitted for use outside the building. The Village is not responsible for anything used or left outside the facility. Users are responsible for any damage to equipment, tables, chairs etc. that may occur during the rental period.

Clean-Up

All Users must clean tables and return the kitchen to its pre-rental condition as outlined above by the end of the rental period.

Standard rental Users are not responsible for cleaning washrooms, sweeping/washing floors or removing garbage from the building. Garbage bags are supplied.

Non-profit and Recreational Users are responsible for their own set up and take down of tables and chairs required for their event, sweeping the floor and removing garbage from the building.

Catering

Catering services are unavailable through the NM Centre. Users may arrange their own catering and are solely responsible for the caterer while at NM Centre. If the User's catering company would like to arrange for a site inspection, please contact the Facility Manager to arrange for an appointment. You are welcome to provide your own food or non-alcoholic drinks.

Signage and Décor

All decorations and signage must abide by the terms of this Agreement. When decorating, the following is NOT permitted:

- Tape (packing, duct) mac tac, poster putty, nails, screws, staples, push pins or tacks of any kind. The only acceptable tape is masking or painters' tape.
- **NO CONFETTI** in or around the building or parking lot. This includes handheld confetti/streamer poppers.
- **NO TABLE GLITTER OR SPARKLES** permitted. (Additional cleaning fees may be applied)
- Effective Jan. 2024, hanging items from the ceiling and/or ceiling draping, is no longer permitted.
- No candles (open flame) permitted other than battery operated.
- No fireworks permitted.

Decorations, signage and any equipment used during the event must be removed by completion of the rental period. Please ensure time is allowed for this before the rental period ends. Anything left behind for later pick up must have prior approval from the Facility Manager.

Smoking Policy

Smoking is strictly prohibited anywhere inside the NM Centre. Please do not throw cigarette butts in the parking lot or the gardens.

As per the "*Smoke Free Places Act*" — smoking is not permitted:

- a) Within 9 metres (30ft) of doorways
- b) Within 20 metres (65ft) of playgrounds & sport fields
- c) Within 9 metres (30ft) of a public walking trail

Noise Policy

Under Village By-Law No. 55-2000, a By-Law to provide for the control and prohibition of noises:

No person shall make or cause, or permit to be made or caused, any noise or continuous sound which disturbs or tends to disturb the quiet, peace, rest, enjoyment, comfort, or convenience of persons in the vicinity.

All functions in the NM Centre must end prior to the 1:00 am closure time.

Use of Village of New Maryland Name/Logo

The Village of New Maryland name and/or logo may not be used to advertise an event. The User is permitted to name the NM Centre and address as the location of the event on invitations.

Alcohol and Liquor License

The New Maryland Lion's Club holds the liquor license for the NM Centre and provides complimentary bar service for any event requesting it. No one is permitted to bring in liquor of any kind, bought or homemade. Users requesting liquor for any function in the NM Centre must indicate this in their Rental Application Form.

No alcoholic drinks are allowed outside of the NM Centre (i.e., parking lot, park area, etc.)

The bar is cash only; credit and debit cards are not accepted at this time.

Automated External Defibrillator & Epi-Pens

The NM Centre has a publicly accessible AED located in the main entrance of the facility. An AED may help improve the survival rate of sudden cardiac arrest.

In the event of a severe allergic reaction, adult & pediatric EPI-PENS can be found inside the AED cabinet located in the main entrance.

The NM Centre / Village of New Maryland will not be responsible for any damage, loss or injury suffered at any time due to, or as a result of, the use of this equipment. **Use at your own risk.**

NM Centre Contact Information

Phone number: (506) 459-1611
Physical address: 754 New Maryland Hwy. New Maryland, NB
Mailing address: Village of New Maryland
584 New Maryland Hwy. New Maryland, NB E3C 1K1

Cancellation

The Village reserves the right to cancel this Agreement, at any time, and for any reason, in its sole discretion. In the event of cancellation by the Village, the User will receive a full refund including any deposit. The Village is not liable for any additional losses incurred by the User as a result of the cancellation.

This Agreement may be cancelled by the User by providing written notice of cancellation to the Village by email (nancy.stcroix@vonm.ca) or in writing to [see above]. If the User's cancellation notice is received by the Village 30 days or more in advance of the beginning of the rental period, a full refund of any damage deposit less a \$25.00 processing fee will be refunded.

Any cancellations by the User received by the Village less than 30 days in advance of the beginning of the rental period, will result in the forfeiture of any damage deposit.

The Village shall not be liable or responsible to the other party or be deemed to have defaulted under or breached this Agreement, for any cancellation caused by or resulting from a *force majeure* event.

Indemnification and Hold Harmless Clause

The User shall indemnify and hold harmless the Village and any of its officers, employees, servants, agents, contractors, and volunteers from any and all loss, liability, claims or expenses arising out of the use and/or occupation of the property belonging to the Village by the User and any of its officers, employees, servants, agents, contractors, and volunteers, except to the extent that such loss arises from the independent negligence of the Village.

RENTAL SPECIFICS

TO BE COMPLETED BY USER:

Rental Period: List all dates booked – include set-up/tear-down (MM/DD/YY – MM/DD/YY)	Type of Event/Activity	Access to venue requested at: (XX:XX am/pm)	Event begins at (XX:XX am/pm)	Event ends at: (XX:XX am/pm)	Venue vacated: lights out, locked up by: (XX:XX am/pm)

TO BE COMPLETED BY VILLAGE

RENTAL SPACE(S)		COST
SUBTOTAL		\$
ADDITIONAL EQUIPMENT, SERVICES & LICENSES	RATE	COST
DAMAGE DEPOSIT REQUIRED? <i>(To be completed by Village)</i>		COST
<input type="checkbox"/> YES <input type="checkbox"/> NO		
SUBTOTAL		\$
TOTAL COST		\$

Payment Notice:

User agrees to pay the Village the amount noted above.

Printed NameSignature of UserDate

Signature of Facility ManagerDate