

**GALLOWAY STATION MUSEUM & TRAVEL CENTRE
FACILITY USE AGREEMENT**

It is the Galloway Station Museum & Travel Centre's desire that all patrons who periodically use a Galloway Station Museum & Travel Centre building, or other Galloway Station Museum & Travel Centre property (the 'Facility') are able to enjoy the Facility. This agreement has been set in place to achieve that goal.

The person signing this agreement and the organization on whose behalf the Facility rental is being made (collectively the 'Renter') are responsible for compliance with this agreement. All Renters are required to read and sign the Facility Use Agreement as part of the rental. Please read carefully, fill out Facility, Renter, and event sections and sign in the signature page at the end of this document.

1. FACILITY INFORMATION

**Galloway Station Museum & Travel Centre
223 – 55th Street, Edson AB T7E 1N5**

2. RENTER INFORMATION

Contact name _____

Tel.: Home _____ Work _____

Organization _____

Address _____

Email address _____

3. EVENT INFORMATION

Description of event _____

Date of event _____ Estimated attendance _____

Time event begins (incl. set up) _____ Time event ends (incl. clean up) _____

Open to the public? Yes No Will minors be present? Yes No

Will food be served? Yes No Will food be sold? Yes No

Will alcohol be served? Yes No Will alcohol be sold? Yes No

4. CONDITIONS OF USE

A. RESERVATIONS

1. Renters wanting use of this Facility should make reservations well in advance of the intended date of use because demand for facilities is high and dates fill quickly.
 2. A Facility is not considered rented until (1) Renter delivers to the Galloway Station Museum & Travel Centre the Facility Use Agreement, deposit and any other items deemed necessary by the Galloway Station Museum & Travel Centre; and (2) the Galloway Station Museum & Travel Centre, in its sole discretion, approves such rental.
 3. A person who is at least eighteen (18) years of age must sign this agreement.
 4. Renter shall provide the Galloway Station Museum & Travel Centre Manager or his/her designee with a single contact who is to serve as the representative for Renter's activities.
 5. **Renter shall be responsible for securing all required permits and licenses.**
 6. The facility shall be used for the purpose stated in this agreement and no other use will be permitted.
 7. Renter shall not use the Galloway Station Museum & Travel Centre's name to suggest endorsement or sponsorship of the event without prior written approval of the Galloway Station Museum & Travel Centre Manager or his/her designee. Renter's publicity of the event shall clearly and accurately identify the name of the sponsoring organization or individual.
 8. Renter shall be responsible for picking up the keys to the Facility, if any, from the Galloway Station Museum & Travel Centre prior to the event. In the event that the Facility is rented when staff members are not present, Renter shall insure all windows and doors are shut and locked and that the alarm is set. Renter shall return keys immediately following the event to the Galloway Station Museum & Travel Centre.
 9. Under no circumstances shall Renter sublease or allow any other organization or individual to use the Facility for the period for which Renter has contracted. Renter is an independent contractor and not the agent or employee of the Galloway Station Museum & Travel Centre.
-

B. FEES

1. The Galloway Station Museum & Travel Centre requires a rental fee and/or a deposit from Renter on the discretion of the Manager.
2. Any person or agency holding a reservation for the use of Galloway Station Museum & Travel Centre facilities and desiring to cancel such reservation may be subject to the withholding of a portion of or the entire rental fee for the Facility.
3. The Galloway Station Museum & Travel Centre may charge an additional amount of double the regular rental rate for any event continuing past the ending time stated in this agreement.
4. Renter is responsible for any lost keys, and any costs that the Galloway Station Museum & Travel Centre might incur to replace and/or re-key the Facility.
5. A \$25/hour clean up fee will be added to the invoice if clean up is deemed necessary by the Manager in the kitchen/ rental area or if garbage (**including cigarette butts**) is left outside the facility.
6. In the event the Facility is left damaged, Renter shall be charged for any and all janitorial and/or repair fees incurred by the Galloway Station Museum & Travel Centre as a result of same at the Manager's discession and these fees shall be billed to Renter.

C. INDEMNIFICATION AND INSURANCE

1. Renter shall indemnify, defend, and hold harmless the Galloway Station Museum & Travel Centre, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with Renter's use or occupancy of the Facility and adjoining property, unless solely caused by the gross negligence or willful misconduct of the Galloway Station Museum & Travel Centre, its officers, employees, or agents.
 2. Renter waives any right of recovery against the Galloway Station Museum & Travel Centre, its officers, employees, and agents for indemnification, contribution, or declaratory relief arising out of or in any way connected with Renter's use or occupancy of the Facility and adjoining property, even if the Galloway Station Museum & Travel Centre, its officers, employees, or agents seek recovery against Renter.
-

D. SECURITY

1. Renter is solely responsible for supervising all individuals at the Facility and adjoining property during the event. The Galloway Station Museum & Travel Centre is not responsible for providing this supervision.

E. SET UP / CLEAN UP / DECORATIONS

1. Renter, caterers, bands, transportation of rental equipment, and related individuals and activities will not be permitted access to the Facility prior to or after the event time period. Renter shall be responsible for arranging access during the time requested for entry and exit of the Facility.
2. Renter shall not drive or permit to be driven nails, hooks, tacks, screws, poles, stakes or other forms of fasteners into any part of the Facility and shall not make or allow to be made any alterations of any kind therein.
3. Renter shall be responsible for **all clean up of the Facility**, including adjacent grounds, at the end of the rental. Renter shall pick up, bag, and remove all trash generated by all activity in any way connected with its use of the Facility, leaving the Facility clean and free of all trash and litter. Renter shall also leave all fixtures, if any, in good working condition.
4. Renter shall not store any equipment or materials at the Facility or adjoining property without the prior approval of the Galloway Station Museum & Travel Centre Manager or his/her designee.
5. Renter shall be responsible for any and all damage to the Facility and/or its contents during use. In the event damage occurs or excessive cleaning is necessary, Renter shall be charged for any and all janitorial and/or repair fees incurred by the Galloway Station Museum & Travel Centre as a result.

F. EQUIPMENT / ACCESSORIES

1. Renter shall not remove, relocate, or take Galloway Station Museum & Travel Centre property outside of the Facility for any reason without the prior written approval of the Galloway Station Museum & Travel Centre Manager or his/her designee.
 2. Renter shall not use Galloway Station Museum & Travel Centre equipment, tools, or furnishings located in or about the Facility without the prior approval of the Galloway Station Museum & Travel Centre Manager or his/her designee. If equipment, tools, furnishings, tableware any Galloway property is deemed missing from the premises after the event, the Renter will be billed for the missing items.
 3. Renter shall not drive motorized vehicles on field or green space.
-

4. The Galloway Station Museum & Travel Centre does provide a public address system at an additional cost.
5. Renter shall secure the approval of the Galloway Station Museum & Travel Centre before using audio/visual systems, public address systems, and live or recorded amplified music.

G. MISCELLANEOUS

1. Renter shall comply with all local, provincial, and federal laws and regulations related to the use of the Facility.
 2. Smoking is **not** permitted at the Facility.
 3. No animals are permitted at the Facility, with the exception of guide dogs.
 4. If Renter violates any part of this agreement or reports false information to the Galloway Station Museum & Travel Centre, the Galloway Station Museum & Travel Centre may refuse Renter further use of the Facility and Renter shall forfeit a portion of or all of the rental fee and/or the deposit.
 5. The Galloway Station Museum & Travel Centre may impose additional requirements as deemed necessary to protect the health, safety, and/or welfare of the community.
 6. If any provision of this agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.
 7. Alcohol on the premises must not be in view of the public during Galloway Station Museum & Travel Centre's regular business hours – (Regular Hours: Monday to Friday 9am to 5pm and Saturday 10am to 5pm) (Summer Hours: 9am to 7pm daily).
 8. The Shell Multiuse Room in the Galloway Station Museum & Travel Centre holds a maximum capacity of 100 people with non-fixed seating.
-

IMPORTANT – READ BEFORE SIGNING

I am an authorized agent of the organization submitting this agreement. The information provided in this agreement is true and correct. I have read and understand this agreement and agree to all of the aforementioned rules, regulations, and conditions of use.

Signature _____

Print name _____

Organization _____

Address _____

Telephone: Home _____ Work _____

Galloway Station Museum & Travel Centre USE ONLY

Rental fee _____ Deposit _____ Total paid _____

