**MMC-Shames Mountain**

**Facility Rental Agreement**

**Contact Name:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Business Name:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Address:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**Email:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Phone/Cell #:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Date of Event:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Time of Event:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Type of Event:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **# of Guests:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

A **Non-refundable** deposit of 25% is due to book and hold your date.

Payment can be made by Cheque or Credit Card to MMC-Shames Mountain.

**Cancellation Policy:**

* Your 25% deposit is non-refundable.
* Full payment is due 2 weeks prior to your event, after which time no cancellations or date changes will be permitted.

By signing this you agree that My Recreational Mountain Cooperative (dba MMC-Shames Mountain) will NOT be held responsible for any loss, damage, or harm that may occur to you or your guests during this time. You agree to obtain a Certificate of Insurance showing $2,000,000 (2 Million Dollars) in General Liability and listing My Recreational Mountain Cooperative as named Insured.

We reserve the right to cancel your booking at any time if we are required to close due to severe weather, or any other reason beyond our control. A full refund would be issued.

You agree to everything mentioned throughout this agreement.

**For** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Print Name

**Basic Package $1000 Event Time: 6 Hr Timeslot** to be decided by both parties.

 (If Alternate hours are needed (above 6hrs) then an addendum would be added.)

Included in Rental:

* Use of Lodge, Upstairs and Downstairs (Washrooms)
* Power, Heat
* Tables, Chairs
* 2 Staff – including First Aid Attendant
* Maximum Capacity of Guests is 200, as per our Liquor Licenses.

**ADD 0NS:**

 **Bar:** **$300 Up to 100 guests**

 **$500 Over 100 guests**

Included in Rental:

* Bartender – Service Bar. All alcohol sold on premises is under MMC-Shames Mountain’s Liquor Primary & Food Primary Licenses.
	+ You are responsible for making sure you and your guests drink responsibly, find a safe ride home and adhere to all of the rules and regulations that come with a liquor license.
* If you would like a “Special Drink” or certain products, please inform MMC-Shames Mountain well in advance so details and prices can be discussed.
* No Outside Alcohol is permitted.
* Alcohol is ONLY permitted in our licensed areas which is Upstairs in the Lodge and on our Patio Area.

**Food:**

* All Food will need to be catered.
* Recommended Chef Services from Manuela Geier
	+ Red Seal Chef
	+ European Trained
	+ NWCC (CMTN) Alumni
	+ Much loved former ski hill chef whose food was loved by many
		- Service include menus tailored to individual wishes from traditional Christmas Dinner to contemporary inspired, individually tailored feasts for your group.
		- Contact manuelageier@yahoo.com for pricing and availability.

 **Night Tubing: $700 (2hr time-slot to be decided by both parties)**

Included in Rental: 4 Operational Staff for Tubing Lanes, Tubes, First Aid (Tubing Tickets will be issued on the day of)

* Proper outdoor wear is required.
* Hard Toed/Ski Boots are not permitted to be worn while tubing due to safety reasons.
* All participants must follow the attendant’s instructions.  Unsafe conduct will result in the removal of your tubing privileges.
* Each person must ride in their own tube. No riding on someone else’s lap.

Please fill out the agreement in full and check the add-ons you would like. Once we receive your request, we will check availability and send you an invoice including all taxes if your request is accepted. Please do not send a deposit until you receive confirmation and an invoice.

**BUSINESS/RENTER REQUIRES CERTIFICATE OF INSURANCE SHOWING $2,000,000 (2 Million Dollars) IN GENERAL LIABILITY AND LISTING MY RECREATIONAL MOUNTAIN COOPERATIVE AS NAMED INSURED.**

**GENERAL AGREEMENT:**

(i)This agreement for Facility Rental is between “My Recreational Mountain Cooperative” operating as MMC-Shames Mountain and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for the agreed upon rental of the property, & for the agreed upon date of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

(ii)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ shall be permitted to use only those portions of the mountain designated as

acceptable for the Facility Rental.

(iii)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereby agrees to release, discharge, hold harmless and agree to indemnify

My Recreational Mountain Cooperative, its owners, officers, directors, employees, representatives and agents and their clients, licensees, assigns and legal representatives from any and all claims and demands arising out of or in conjunction with the use of the photographs (in whatever form), including any and all claims for libel.

(iv)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereby agrees to defend, indemnify and hold harmless My Recreational

Mountain Cooperative, its owners, officers, directors, employees, representatives and agents against any and all liability claims, liens, demands, actions or causes of action arising out of or relating to the Facility Rental.

(v)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ further agrees to defend, indemnify and hold harmless the Ski Entities for any loss or damage, including costs associated with attorneys’ fees, arising from claims or lawsuits for personal injury, death, and/or property loss and damage to the extent that such claim or action arises out of or is related to the Facility Rental.

(vi)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ warrants that it will obtain any permits and comply with all applicable laws,

ordinances, rules and regulations relating to the Facility Rental, be they of federal, provincial, local or other origin; and, that it will be responsible for its own safety program which will meet or exceed the standards set in its industry for safe operation of the Facility Rental.

(vii)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ may not delegate or assign its respective duties under this AGREEMENT without the prior written consent of My Recreational Mountain Cooperative.

If any provision of this agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire agreement will be severable and remain in effect.

This Agreement shall be governed by the laws of the Province of British Columbia.

**Your dates will not be guaranteed until we confirm availability, a deposit is received and agreement is signed.**

**For** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Print Name

**For**: My Recreational Mountain Cooperative Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Print Name

**ADDITIONAL PROPERTY INFORMATION**:

**Please Read:**

* You agree to leave the rental area clean, and leave no trace of garbage, plastics, glass, decorations, etc. inside or out.
	+ You, the renter, are solely responsible for all clean up within your rental time period. Trash bins are provided and a fee of $250 will be applied if clean up is found to be insufficient.
* Children are not permitted anywhere inside or out, without supervision.
* Event must end, guests must all leave and venue must be cleaned up within rental period.
* There is no access to the Ski Area, unless you have chosen the Night Tubing add on. Please note: We will have people up hilling with an Uphill Pass. Uphill ski access is only available for individuals who have obtained an Uphill Pass or Day Ticket. Uphill program is completely separate from the Facility Rental.
* Wifi is available through Sienna Public WiFi.
* Decorations are allowed. No Glitter!
* The Client is responsible for any Damages caused by themselves or their guests, whether Malicious, Accidental or Negligent. If MMC-Shames Mountain suffers any Damage Expenses to the Lodge or Base Area, the client agrees they will be held financially responsible for repairs or replacement of such damage.
* We retain the right to charge for any Damages, Unusual Maintenance or Janitorial expenses we incur.

**Not included in your rental:**

* Power extension cords.
* Catering
* Sound System - We recommend Sight n Sound
* Insurance - You must present us with a Certificate of Insurance showing $2,000,000 (2 Million Dollars) in General Liability and listing My Recreational Mountain Cooperative as named Insured 2 weeks prior to event.

Anything not mentioned as “Included” is to be considered not included.

**THIS IS A NON-SMOKING PROPERTY.** Smoking is only permitted at the back of the Lodge.

**WE ARE A SAFE, WELCOMING AND INCLUSIVE PLACE OF BUSINESS FOR ALL PEOPLE, ALL GENDERS, ALL LIFESTYLES, ALL RACES, AND WILL NOT TOLERATE ANY FORM OF HATE SPEECH, ACT OF VIOLENCE OR EVENT HELD THAT WOULD CONTRADICT INCLUSIVITY.**

\*My Recreational Mountain Cooperative uses photographs of events taken place on site in marketing material, social media and on our website. By signing your rental agreement, you agree to these images being used.