



**Penwa'**  
**Mawi-Amskwesewey L'nue'kati**  
**Benoit**  
**First Nation Inc**

811 Oceanview Drive  
Degrau, Cape St George, NL. A0N 1T1  
Tel: 709-757-9444  
Email: benoit1stnation@gmail.com  
Facebook: <https://www.facebook.com/Benoit1stNationInc/>  
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# Mi'kmaw Centre Usage Agreement

This facility usage agreement between Benoit First Nation Inc (Owner) and (Client) will commence on the dated agreed. Both parties agree to the following terms and conditions:

## Terms & Conditions

### Bookings

Prior to this agreement date, the client has submitted a request for the usage of the facility (Mi'kmaw Centre).

An agreed donation amount will be due upon the signing of this contract for the event on the day before the start of the activity.

### Hours of Operation

All activities including cleanup shall conclude no later than one hour on the date following the activity.

The Client will be held responsible for any and all guests on the premises during the event.

The Client will be permitted to enter the facility up to four hours before the reserved time frame for decorating, preparation, facility inspection and equipment and item drop off.

All property belonging to the Client or its team shall be removed no later than one hour after the conclusion of the activity on the date of event.



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## Services Offered

The Owner will provide representation during the event should any issues arise. The Owner's staff will provide entry to the facility as well as close the facility upon conclusion of the event.

Client is free to move around tables and chairs and arrange the layout for the event.

The facility will provide deep cleaning both before and after the event. It is the Client's responsibility to inspect the Facility prior to usage and to perform basic cleanup at the conclusion of the event.

## Miscellaneous Terms

No live animals will be allowed on the premises (Excluding service animals).

All guests attending the event shall remain within the designated areas.

The Owner will not be held liable for any property left on the premises after the event's conclusion.

All facility staff will be permitted to enter the premises at any time during as well as after the event.

The Owner will be permitted to photograph the event during the event so long as such the event is not disrupted.

The Client's guest number may not exceed the allowed number of people in the facility at any time during the event as per fire regulations posted.

No smoking will be permitted in any area of the facility at any time.

Drug and Alcohol consumption during the event (or on the premises) is strictly forbidden as per our zero tolerance policy.



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# Donation Received

The table below includes all donations for the facility usage. Donations received will be used for our Mi'kmaq Cultural programming and activities.

Minimum donation: \$45.00

| Name                 | Donation | QTY | Subtotal |
|----------------------|----------|-----|----------|
| Print name:<br>_____ | \$_____  | 1   | \$_____  |

Subtotal \$\_\_\_\_\_

**Total** \$\_\_\_\_\_

# Cancellation Policy

The Client may cancel this agreement within five days of the event date.

The Owner may also choose to cancel this facility usage agreement and give adequate notice to the client of at least five days.

# Insurance

The Owner maintains general liability, fire, and property insurance. However, Owner's insurance policies do not cover or protect against loss of Client's property or damage or injury to Client's guests or their property.

# Security

Client shall provide ample security for all its guests during the event. Owner has a zero tolerance policy towards harassment of any type and the client will observe these policies which are clearly posted.



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The facility is covered by security cameras for protection against thief, damage, and unlawful activity.

In the event of all youth or underage event such as birthday parties, client will properly chaperone the activity.

## Beverage Consumption Regulations

No individuals shall consume alcohol at any time at the Facility.

Alcoholic beverages shall not be brought onto the premises at any time and is strictly forbidden as per our zero tolerance policy.

## Indemnification

Client agrees to hold facility harmless shall any liabilities, claims, or causes of action that may take place as a result of the Client's use of the Facility.

The Owner shall not be held liable for any damages, loss or injuries to personnel or guests during the event.

## Acceptance

Client has read and acknowledges this agreement in its entirety.

Date of Event: \_\_\_\_\_

Name of client: \_\_\_\_\_

Benoit First Nation Rep: \_\_\_\_\_