



Yukon Historical & Museums Association

LePage Park Rental Agreement

3126 3rd Avenue Whitehorse, Yukon Y1A 1E7

Phone: (867) 667-4704 Fax: (867) 667-4506

Name: _____ Association: _____

Address: _____

Daytime Phone/Email: _____

Date & Time of Park Use: _____

PARK RESERVED

Rental-\$100.00, Deposit-\$50.00

The Renter must sign this Rental Agreement in the space provided below. By doing so, the Renter agrees to adhere to the following requirements, and agrees to accept the consequences for their failure to do so.

A. **Reservation.** Because of the significant demand for the park during the summer months, the Renter's application is not official until this Rental Agreement has been completed and submitted to 3126 3rd Avenue Whitehorse, Yukon with a deposit. Renters are encouraged to secure an official reservation as soon as possible. A schedule of posted reservations is available at heritageyukon.ca and a copy of this agreement will be available on the web site.

B. **Cancellation.** If the Renter cancels their reservation at least 90 days in advance of the reserved date, 100% of their deposit will be refunded. If the Renter cancels with less than three months notice, the deposit will not be refunded, but the Renter will have no further obligation. There will be no exceptions to this policy.

C. **Park hours.** Renters are permitted to use the rented facilities between the hours of 8:00 a.m. to 10:00 p.m. and may be ejected from the facilities during the hours not permitted.

D. **Alcohol.** The Renter will be subject to ejection and prosecution for the consumption of alcoholic beverages by minors, whether it is occurring with or without the Renter's knowledge. Absolutely no sale of alcoholic beverages is permitted without written consent of the Yukon Historical & Museums Association (YHMA) and the City of Whitehorse and the Renter will be responsible for obtaining the necessary permit from the Yukon Liquor Corporation. The Renter shall indemnify and hold the YHMA and the City of Whitehorse harmless for any liability introduced by the consumption of alcoholic beverages upon this property during the rental period.

E. **Nuisance.** The Renter is responsible for the conduct of guests during the rental period, causing a public nuisance may, at the discretion of the Whitehorse RCMP, be grounds for eviction from the facilities.

F. **Parking.** Parking is permitted on-street or in designated areas only. Overnight parking in designated areas is prohibited.

G. **Trash.** Trash containers are provided in the park. Renters must ensure that all refuse is placed in these containers or in the dumpster in the alley.

H. **Damage and deposit.** There is a \$50.00 deposit required in addition to the rental fee, which shall be returned only if YHMA staff determines that all conditions of this Rental Agreement have been met. The Renter's responsibility shall not be limited to the amount of the deposit. In the event of a violation of this Rental Agreement, the deposit may be retained to recover the administrative cost of recovering damages from the Renter, which shall be in addition to the deposit amount.

I. **Minimum age.** Renters must be at least eighteen years of age, and the event must be supervised by a responsible adult at least eighteen years of age.

J. **Facilities.** The Renter is advised that there are no restroom facilities in the park. Arrangements can be made with YHMA to use the Donnenworth house facilities at the time of the rental agreement. Patrons must share them respectfully or the deposit will be retained by YHMA and damages will be recovered.

K. **Rate increases.** The rental rates are subject to change at any time, but generally the YHMA Board reviews all fees and rates in December of each year. If the rental rate is increased between the date that a park is reserved and the date of your event, the new rates will apply.

L. Refunds. There are no refunds in part or in whole of rental fees, whether due to inclement weather, messy facilities, or for any other reason. At times the Park is rented for several consecutive days by different patrons, so the condition of the Park is dependent upon how well the previous renter adheres to this Rental Agreement. If the facility has not been adequately cleaned when the Renter takes occupancy, they are encouraged to photograph the pre-existing condition to assist the YHMA in dealing with that previous renter. You are required to leave the grounds in good condition at the end of your event.

Signature

Date

| | | |
|------------------------|-------------------|-------------------|
| Office Use Only | Deposit Received: | Deposit Returned: |
|------------------------|-------------------|-------------------|