



**TERMS AND CONDITIONS FOR THE RENTAL OF
THE PIER 6 CRUISE TERMINAL**

(Effective: January 2019)

Please Read Entire Document Prior To Signing

Note: The Cruise Terminal is NOT rented when there is a cruise ship at the terminal. If this space is rented and a ship must dock for an emergency or an unscheduled visit, the event rental application will be void, organizers will be contacted immediately, and all efforts will be made to relocate the event to another City property that is available.

1. RENTAL FEES

<u>Rental Fees:</u>	<u>Standard Rate</u>	<u>Registered Charity Rate</u>
24-hour rental fee	\$2,760	\$1,380
12-hour rental fee	\$2,205	\$1,105
Hourly Rental fee	\$220 (Minimum of 2 hours)	\$110 (Minimum of 2 hours)
Security Deposit	\$1,100	
Custodian	\$85 per hour/per person	
Electrician	\$100 per hour/per person (3-hour minimum)	

- 1.1 Passenger Terminal: The space includes the lower level cruise ship passenger terminal, inclusive of restrooms and electricity. The dock space adjacent to the Cruise Terminal is not inclusive of the rental without written request and express permission granted in writing by the Docks Manager.
- 1.2 Custodian Fee: A custodian is required for the duration of the rental period from set up to clean up. A Custodian is required to open and close the building and must remain on site during this time. The renter must confirm at least two weeks in advance with the Project & Rentals Coordinator what hours staff are being requested. More than one Custodian may be required at the discretion of the City. The Custodian(s) will have a time sheet to be signed by an event organizer or next in charge. If the renter fails to sign a time sheet at the end of the event an hourly rate will be charged until the custodian leaves.
- 1.3 Electrician Fee: An Electrician is required any time an electrical connection is requested, and he will have a time sheet to be signed by an event organizer. Power requirements are to be confirmed two weeks prior to the event and are usually discussed at a site visit.
- 1.4 Security Deposit: A security deposit is required for each event and is due at the time the application is submitted and will be applied towards the total rental balance.

Initial _____

2. PROCEDURES

- 2.1 Upon request, the Project & Rentals Coordinator of the City will ascertain the availability of the Cruise Terminal facility on the requested date(s).
- 2.2 Assuming the venue is available; the user must then complete this application form in its entirety and submit together with the Security Deposit to the City of Hamilton Administration Offices at the earliest possible time. Applications must be submitted 6 weeks prior to the function date.
- 2.3 **No booking will be confirmed until all items in No 2.2 (above) have been received by the City. Any organization with an outstanding balance with the City will not be given a confirmed booking until the balance has been paid. Written notification will be supplied by the City upon confirmation. Applications from renters with funds in arrears or poor credit history with the City will not be considered. Furthermore, any organization that has a booking, but whose account goes into arrears will have the booking withdrawn and any payments made will be forfeited.**
- 2.4 If applicable, a copy of the Liquor License application must be submitted to the City two (2) weeks prior to the event.
- 2.5 Full rental fees are due at least 2 weeks prior to the start of the function date.
- 2.6 Additional charges for custodial and/or electrical staff will be billed after the event at the end of the month or within 30 business days, whichever is later.
- 2.7 Any changes to your booking after approval and confirmation from the Project & Rentals Coordinator and/or Ports Superintendent must be submitted in writing and are not confirmed until the renter has received a written confirmation from a City Representative. Additional charges may be incurred depending on the nature of the changes.

3. CONDITIONS OF USE

- 3.1 Vetting by Police: Each application is subject to the approval of the City of Hamilton after vetting by the Bermuda Police Service.
- 3.2 Smoking: Smoking is not permitted in ANY City of Hamilton rental premise.
- 3.3 Maximum Number of Attendees: 550 maximum persons by law.
- 3.4 Noise: The renter must ensure that noise levels do not exceed the legal limit. Functions that are planned to end after midnight must obtain a Noise Permit from the Bermuda Police Service.
- 3.5 Food Service: If food is to be prepared and/or served on site, a Department of Health Permit must be obtained and a copy submitted prior to the event.
- 3.6 Alcohol: The sale of alcohol is permitted only once an occasional liquor licence from Magistrates Court has been obtained. A copy of the license must accompany this application or be presented to the City at least two (2) weeks prior to the event, or as soon as possible.

- 3.7 Toilets: Adequate toilets are available.
- 3.8 Gaming: Any form of gaming, real or otherwise is strictly prohibited on City premises without a Bermuda Government issued permit.
- 3.9 The City does not permit helium-filled balloons to be given away, sold or used in any decorative manner on or in any City street, sidewalk, park or any other City Property. The use of helium-filled balloons is illegal in the City.

4. RESPONSIBILITIES OF RENTERS

- 4.1 Renters must meet with the City at least (two) 2 weeks prior to the event date to discuss electricity, water and other event requirements.
- 4.2 Function organizers are responsible for ensuring that third party vendors hired by the renter (including caterers, rental companies and staging, sound and lighting technicians etc.) are informed of, and agree to abide by, the Terms and Conditions contained in this application agreement.
- 4.3 Security: Renters must provide details of security services at least 3 weeks prior to the event for any function attended by 100 people or more, or where alcoholic beverages are available. Any function over 50 persons requires a minimum of one security guard per 50 persons. Booking of security and the costs associated are the sole responsibility of the renter.
- 4.4 Damages: Renters will be responsible for any personal or property damage and/or loss resulting from their event.
- 4.5 Alterations: At no time will the renter make any electrical, cabling or structural alterations to any City property without the expressed written permission of the City.
- 4.6 Clean-up: The renter is responsible for thoroughly cleaning the rented space. All equipment and garbage must be removed immediately following the event, including in the area surrounding the driveway and entrance to the Cruise Terminal. **The City reserves the right to remove any items left after a rental period is complete, and to dispose of the items or charge the renters accordingly for storage.**
- 4.7 The Renter is responsible to ensure that any third-party vendors (merchandise, food, activity vendors etc.) attending their function obtain the proper vending licenses and permits from the City prior to the event date. For vendors serving food, the renter is responsible for ensuring that the vendor has updated and valid health permits from the Bermuda Government Health Department.
- 4.8 The City will not sign for or secure any items, e.g. beverages, tents, tables, chairs, technical equipment etc., when they are delivered. If deliveries are made and the renter is not on site to sign for them, the City will not be held liable for the items. The same is true when items are collected after a function.

5. **POSTPONEMENTS/CANCELLATIONS**

- 5.1 Deposits will be refunded if a booking is cancelled up to six (6) weeks prior to the booking date(s). Any cancellations made within six (6) weeks of the scheduled dates, the client will forfeit the Security Deposit to the City.
- 5.2 If a decision is made four (4) weeks prior to the scheduled date to postpone a booking, and the booking is rescheduled within a six (6) weeks period of the original date, any fees paid may be credited toward the new date. (Note: If weather forces a last-minute cancellation on the day of the booking the security deposit is forfeited).

6. **INCLEMENT WEATHER OPTION**

- 6.1 In order to reserve this property for use in case of inclement weather, a non-refundable deposit of \$1,100 is required, along with the completion of this application form. If the space is actually used, the deposit will be applied toward the total rental cost of the utilized space. If the space is not used and the original event venue is a City rental property, fifty-percent (50%) of the deposit may be used toward the original booking and the other fifty-percent (50%) will be forfeited. If the space is not used and the original event venue is not a City rental property the full deposit will be forfeited. The space can only be reserved if it is not previously booked for other purposes.

7. **FORCE MAJEURE**

- 7.1 Any delay or failure in the performance by either Party hereunder shall be excused if and to the extent caused by the occurrence of a Force Majeure. For purposes of this Agreement, Force Majeure shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the Party claiming Force Majeure, including acts of God, fires, floods, explosions, riots, wars, hurricane, sabotage terrorism, vandalism, accident, restraint of government, governmental acts, injunctions, labour strikes, that prevent furnishing the materials or equipment, and other like events that are beyond the reasonable anticipation and control of the Party affected thereby, despite such Party's reasonable efforts to prevent, avoid, delay, or mitigate the effect of such acts, events or occurrences, and which events or the effects thereof are not attributable to a Party's failure to perform its obligations under this Agreement.

INFORMATION FOR THE RENTAL OF PIER 6 CRUISE TERMINAL
 THE COMPLETION ON THIS APPLICATION IS MANDATORY IN ORDER TO CONFIRM BOOKINGS

PLEASE PRINT CLEARLY IN BLOCK LETTERS OR CLEAR TYPED FONT

CONTACT INFORMATION:

Organization (if applicable): _____

Charity Number (if applicable): _____

Name of Applicant: _____

This is the person that the City will call if problems/queries arise and whom will be billed

Address: _____

Mailing Address (if different): _____

Contact Information: Home: _____ Work: _____ Fax: _____

Cellular: _____ Email: _____

FUNCTION INFORMATION:

Name of Function: _____

Date(s) of Function: _____

Time of Function:	_____	_____
	Start time	End time

Set-up Preparation:	_____	_____
	Start time	End time

Dismantle/Clean Up:	_____	_____
	Start time	End time

Type of Function/Brief Description: _____

(please write brief description of function)

REQUIREMENTS:

Rental fee includes use of electricity and facilities described in number 1.1. All staff, furniture or equipment rentals and event management fees will be charged accordingly.

Electrical Equipment: Please describe type of electrical equipment, amperage required, number of outlets, and who is providing/ controlling the electrical equipment:

(The City can provide access to a power source which will be managed by and all works related to providing this service will be handled by a City electrician and not a private contractor.)

Initial _____

Sound system: _____
(Please advise who will be responsible for the equipment set-up)

Staging: _____
(Please advise who will be responsible for the equipment set-up)

Lighting: _____
(Please advise who will be responsible for the equipment set-up)

Tent(s) or Marquee: How many? _____ Sizes: _____

(Please advise who will be responsible for the equipment set-up)

Catering: _____
(Please advise who will be responsible for the catering)

Bar: _____
(Please advise who will be responsible for the bar necessities)

Security Services: _____
(Name Security Company)

Rental Companies: _____
(Please list the vendors if there is more than one)

Public Liability Insurance: For events likely to attract large numbers of people, please provide details of your public liability insurance coverage: e.g. name of insurer, amount of insurance, etc.

CHECKLIST: (Please circle the relevant response)

- | | |
|---|----------------------------------|
| • Occasional Liquor License included | YES / NO, PENDING / NOT REQUIRED |
| • Noise permit | YES / NO, PENDING / NOT REQUIRED |
| • Health Department Permit – Food service | YES / NO, PENDING / NOT REQUIRED |
| • Public Liability Insurance | YES / NO, PENDING / NOT REQUIRED |
| • Initial all 7 pages of Application Form | REQUIRED ON ALL APPLICATIONS |

Please provide any further relevant information that we should know about your function:

Initial _____

RENTAL OF PIER 6 CRUISE TERMINAL AGREEMENT

I, the undersigned, do hereby agree to the following terms and conditions of renting the Pier 6 Cruise Terminal as specified below:

1. I have read; understood and agree to comply with the "Terms and Conditions for Rental of Pier 6 Cruise Terminal".
2. **I understand that the City will not process this rental booking until (a) the deposit is paid in full, and (b) Rental Form and Agreement has been completed in full and submitted to the City. Written notification will be provided upon confirmation of booking.**
3. I agree to be responsible for all liability that may arise as a direct result of our activity in the cruise terminal.
4. I agree to be responsible for any damage to City property occasioned by our use of these facilities.
5. I undertake the responsibility for ensuring that the total amount due to the City as a result of our use of the Cruise Terminal is paid in full within 30 days of receipt of an invoice at the completion of the rental period.

Print Name: _____

Signature: _____ **Date:** _____

Please mail or deliver the completed application and deposit to:

Project & Rentals Coordinator City of Hamilton P. O. Box HM 1175 Hamilton HMEX	or	Project & Rentals Coordinator City Hall, Ground Floor 17 Church Street Hamilton HM 11	or	Tel: 292-1234 ext. 219 Fax: 292-6918 events@cityhall.bm
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OFFICE USE ONLY

Deposit Paid \$ _____ Method of Payment _____

APPROVED / DENIED Date: _____ Initials _____

Initial _____