



24 Front Street, Hamilton HM 12

Terms, Conditions, Rental Form and Rental Agreement

1. THE PIER RENTAL FEES:

	<i>The Pier Building (Upper level only)</i>	<i>The Pier Rooftop (Includes The Pier building)</i>
24 Hour rental fee	\$2500.00	\$3500.00*
12 Hour rental fee	\$1500.00	\$2500.00*
Hourly rental *	Hourly Rental fee \$250 Minimum of 2 hours \$500	Hourly Rental fee \$400 Minimum of 2 hours \$800
DEPOSIT	\$1000.00	\$2500.00

The Pier- inside building only : the space includes the upper level of the building 24 Front Street **NOT THE ROOF TOP** inclusive of electricity, bathrooms and warming kitchen.

The Pier Harbour Side roof top terrace: The rental space includes The Pier building. *Tenting is **additional** and various sizes/styles can be arranged.

* Planning permission for a permanent structure is currently under review. And new rates will reflect the various facility improvements

Lower level 24 Front Street: for rentals please contact the Corporation of Hamilton Events Department at events@cityhall.bm or 292-1234

Deposit: A deposit is required for each event at the time the application is submitted to secure the booking and will be applied towards the total rental balance. Deposits will **NOT** be returned if the event is cancelled within ten /10 weeks of the event date(s).

Custodian/ Electrician Fee: A custodian may be required for post event cleanup or to be on duty for the duration of an event. The requirement for a custodian will be determined and agreed upon with the client prior to the commencement of the event. The custodian may be required to perform duties that may include, but not limited to, maintain bathroom facilities, clean up bathroom facilities during the event, and post event clean up. Electricians may be needed if additional power requirements are needed to facilitate a function. An event project manager is required to be on site throughout the duration of any rental booking.

2. PROCEDURES

- 2.1** Upon request, the Event Project Manager of Class Act Designs Ltd. will ascertain the availability of **THE PIER** facility on the requested date.
- 2.2** Assuming that it is available; the user must then complete **THE PIER** Event Facility Rental Form and **THE PIER** Event Facility Rental Agreement and provide a booking deposit to be submitted together to Class act Designs Ltd.
- 2.3** **NO BOOKING WILL BE CONFIRMED until all items in No. 2.2 (above) have been received by Class Act Designs Ltd. Any organization with an outstanding balance with Class Act Designs Ltd. will NOT be given a confirmed booking until the balance has been paid. Written notification will be supplied by Class Act Designs Ltd. upon confirmation.**
- 2.4** If applicable, the renter must secure a copy of the Liquor License application, which must be submitted to Class Act Designs Ltd. prior to the start of the event. The liquor supplier can assist with this service.
- 2.5** Full rental fees are due at least 1 week prior to the start of the function date.
- 2.6** Additional charges for furniture or prop rentals are due at least 1 week to the start of the function date.
- 2.7** Custodial or electrical staff will be billed after the event date.

3. CONDITIONS OF USE

- 3.1** Vetting by Police: each application is subject to the approval of Class Act Designs Ltd. after vetting by the Bermuda Police Service.
- 3.2** Smoking: Smoking is **NOT** permitted in **THE PIER** Event Facility. Exterior smoking locations are limited to outside on the patio providing the area IS NOT TENTED or outside entrance cycle area.
- 3.3** Maximum Number of Attendees: Maximum up to: 350 **THE PIER** internal building; 350 Harbor Side Rooftop; Capacity will/ can fluctuate based on set up. For events attracting 700+ attendees permission must be granted by the Bermuda Fire Department prior to the event.
- 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, the caterer must have a Health Permit allowing for catering services prior to the event. **THE PIER** kitchen facility may be used to prepare LIGHT refreshments only.
- 3.6** Alcohol: The sale of alcohol is permitted if A.) The caterer has such permit to sell alcohol or B.) An occasional liquor license from Magistrates Court has been obtained. A copy of the license must accompany this application OR be presented to Class Act Designs Ltd. at least one (1) week prior to the event.
- 3.7** Toilets: Adequate toilets are available at **THE PIER** Event Facility. * NB Planning permission is currently being sought to increase the ladies facilities as well as to install a unisex wheelchair accessible stall.
- 3.8** Gaming: Any form of gaming, real or otherwise is strictly prohibited on the premises without a Government issued permit.

4. RESPONSIBILITIES OF RENTERS (Services incurred may require additional fees)

4.1 Security: Renters must provide details of security services for any function or event attended by 50 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 associated costs are the sole responsibility of the renter.

4.2 Alternations: At no time will the renter make any electrical, cabling or structural alternations to any of THE PIER event facility property without the expressed written permission of Class Act Designs Ltd.

4.3 Damages and Personal Injury:

4.3.1—In the event the Renter undertakes or permits any activity within **THE PIER** Event Facility or the surrounding grounds, which activities may be cause for property damage, furniture rental damage or may cause personal injury, the Renter will be responsible for the making right any damages at their expense and will be responsible for any personal injury.

4.3.2-- The Renter will not permit any damage to occur to **THE PIER** Event Facility and will leave the premises in the same condition as when the Renter entered **THE PIER** Event Facility prior to their function.

4.4 Damage Deposit: A damage deposit in the amount of \$500 (cheque to hold and not cashed) is DUE prior to the date of your function and will be returned after inspection. Your deposit (less charges if any) will be returned within 10 business days following your event. The Renter is liable for any damage to **THE PIER** Event Facility. If repairs or replacement costs for furniture and clean up exceed the damage deposit, the renter will be responsible for the excess amount.

4.5 Clean-up:

4.5.1 – All items belonging to the Renter MUST be removed at the conclusion of their function. This includes, all items no belonging to **THE PIER** Event Facility operators.

4.5.2 – **ALL Trash must be removed from the interior space** and placed in heavy duty trash bags and left on Front Street at the end of the event for trash collectors. N.B. Timing may be adjusted due to public holidays

4.5.3 – An inspection of **THE PIER** Event Facility will be conducted immediately following the function.

4.5.4 – If cleaning or repairs are required the Renters will professionally repair and clean any stains on carpets or concrete floor or ceiling tiles or **THE PIER** Event Facility furniture and props, at Renters expense .

4.5.5 -- Class Act Designs Ltd. 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. (Please revert to rental rates schedule on page 1.)

4.6 Electrical: An additional fee may be incurred if 3 phase power is required, as a Corporation of Hamilton electrician must perform these duties. **(This is under review)**

5. POSTPONEMENTS/ CANCELLATIONS

5.1 If a function is cancelled outright, the deposit is forfeited unless the booking is cancelled **ten weeks prior** to the function date.

5.2 If a function is postponed to a date no more than 2 weeks away, consideration will be given to apply the deposit towards the alternative date **PROVIDING** the date is available. Each situation of this nature will be reviewed on its own merits; refund of the deposit is never guaranteed.

6. INCLEMENT WEATHER OPTION

6.1. In order to reserve either of these locations for use in case of inclement weather, a non- refundable deposit of \$1000.00 is required along with the completed rental form. If the space is actually used the deposit will be applied toward the overall total rental costs of the utilized space. The space can **ONLY** be reserved if it is not previously booked for other purposes.

7. INDEMNITY

7.1 Class Act Designs Ltd. as operators of **THE PIER** Event Facility will not be held liable for injuries or property damage/ loss to others including but not limited to : death, personal injury, property damage, or any other incidents that may occur to any person(s) by use of the building and premises during the term of this contract.

8. FORCE MAJEURE

8.1 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 purpose 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, labor strikes, that prevent the 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.



Event Facility Rental Form

_____ THE PIER (Building only)

_____ Harbor Side Patio and Building

PLEASE circle: 24hr/ 12hr/ Hourly _____

PLEASE circle: 24hr/ 12hr/ Hourly _____

Contact Information:

Organization (if applicable) _____

Name of Applicant: _____

Address: _____

Mailing address (if different) : _____

Tel. (Home) _____ (Work) _____ (Cell) _____

Email _____

Function Information:

Date(s) of Function: _____

Hours of rental: (24, 12, hourly) _____

Time of function (Start to finish) _____

Set-Up Times (Start to finish) _____

Break-down Times (Start to finish) _____

Type of Function: _____

Brief Description of Event _____

Date of application: _____

Signed: _____

REQUIREMENTS: Rental fee includes use of electricity and facilities as described in numbers 1.1 through 1.3. ALL Staff, furniture or equipment rentals and event management fees will be charged accordingly.

Electrical and A/V Equipment: Please describe type of electrical equipment, amperage, if 3 phase power is required, and who is providing/ running electrical and A/V equipment:

Class Act Designs Ltd. can provide access to the power source; however a qualified electrician must carry out any electrical work needed if 3 phase power is required.

Sound system: Describe Who is setting up : _____

Staging: Describe who is setting up: _____

Lighting: Describe who is setting up: _____

Tent(s) Marguee- Number/ Size? Provider? _____

Catering: Who are providers? _____

Bar: Who are providers? _____

Security: Who are providers? _____

Rental Companies: _____

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

PLEASE NOTE THAT Class Act Designs Ltd./ The PIER Event Facility Reserves the right to restrict / refuse access to certain service providers – these terms will be discussed on an individual basis.

Date of application: _____

Signed: _____



Event Facility Rental Agreement

I, the undersigned, do hereby agree to the following terms and conditions of renting THE PIER Event Facility as specified below:

_____ THE PIER (Building only)

_____ Harbor Side Patio and Building

Please check venue(s) required

1. I have read, understood, and agree to comply with the Terms and Conditions outlined in 1-8 points for rental of *THE PIER* Event Facility.
2. I Understand the Class Act Designs Ltd. Will NOT process this rental booking until **(a)** the Rental Form is completed **(b)** the Rental Agreement is completed **(c)** the deposit is paid in full and submitted to Class Act Designs Ltd. Written confirmation will be provided once points **a**, **b** and **c** have been submitted.
3. I agree to be responsible for any and all liability that may arise as a direct result of our activity in the venue.
4. I agree to be responsible for any damage to Class Act Designs Ltd/ City of Hamilton property occasioned by our use of these facilities.
5. I undertake the responsibility for ensuring that the total amount due to Class Act Designs Ltd. as a result of our use of THE PIER Event Facility is paid in full within 21 days of receipt of an invoice at the completion of the rental period.

Print Name: _____ Organization: _____

Signature: _____ Date: _____

Please deliver, email or mail the completed application and deposit to:

Address:

Class Act Designs Ltd.
45 Middle Road
Devonshire DV06

Account:

Class Act Designs Ltd.
Butterfield Bank
0600037140030

Email/Contact:

classactdesigns@logic.bm
Cell: 441 534 7493
Studio: 441 236 8788

P.O. Box DV 11
Devonshire DVBX