

# FACILITY RENTAL AGREEMENT

Between				Booking #
Gold Bar Community Lea 4620-105 Avenue Edmonton AB T5A 0A3	ague (the "League")			Cancellation Date:
And				Refund Date:
Organization/Individual (1	the "Renter"):			
Main Contact: Address: Phone No.: Email address: Alternate Contact: Alternate Contact Phone				
*All persor	End Date:	TT m the build	Time Out: ding by 11:00 pm eve	
Spaces to be Rented:	□ Meeting Room □	Social F	Room 🗆 Entire Fa	cility
Insurance company: Policy #:				
Purpose of Event: # Of Guests:		("Pu	rpose")	
Liquor License #: Community Membership	#:			
League Hall located at 40 the Agreement Period, in	620 – 105 Avenue, I accordance with th total rental fees an	Edmonto le Terms d damag	n, Alberta (the "Fa and Conditions – Je deposit as calcu	onton Gold Bar Community acility") as listed above during Schedule 1 attached. The Ilated in the Fee Agreement – nedule 3 attached.
Executed this day of	,2	20	in Edmonton, Albe	rta.

Gold Bar Community League

Renter



# Terms and Conditions – Schedule 1

## INIT: \_\_\_\_\_1. Definitions:

- 1.1. Agreement: this document and any amendments
- 1.2 Agreement Period: the time period stated on page one of this Agreement.
- 1.3 Guests: any individual in attendance at the Renter's event or function.
- 1.4 League: the Edmonton Gold Bar Community League.
- 1.5 Facility: the Edmonton Gold Bar Community League Hall (4620-105 Avenue) and all interior furnishings, appliances, fixtures, equipment, cookware, dinnerware, silverware and other items that are the property of the League.
- 1.6 Renter: the Individual and/or Organization identified on this Agreement.
- 1.7 Other terms may be defined throughout the Agreement.

#### INIT: \_\_\_\_\_2. General:

- 2.1. The outstanding balance of any rental fees are required to be submitted to the League three (3) weeks prior to the start of the Agreement Period.
- 2.2. The Renter shall use the Facility for the Purpose and no other purpose whatsoever.
- 2.3. The Renter shall be responsible for the acts and omissions of all Guests.
- 2.4. No smoking is permitted in the Facility or within five (5) meters of any door or window of the Facility. The Renter is responsible for providing a receptacle to dispose of cigarette butts.
- 2.5. The Renter agrees to observe all fire code regulations; federal and provincial laws; and city bylaws.
- 2.6. The Renter agrees to abide by the Alberta Gaming and Liquor Commission (AGLC) regulations and comply with the conditions specified in any liquor permits obtained by the Renter for the Facility.
- 2.7. The Renter shall ensure that the noise level at the Facility is reasonable and no neighborhood residents are disturbed in accordance with the City of Edmonton Community Standards Bylaw C14600.
- 2.8. The League reserves the right to enter the Facility at any time during the Agreement Period to ensure the Renter's compliance with this Agreement.
- 2.9. The League reserves the right to terminate

this Agreement at any time during the Agreement Period if the Renter is not in compliance with the Terms and Conditions.

- 2.10. The Renter is responsible for completing all items listed on the In/Out Report Schedule 3 prior to vacating the Facility.
- 2.11. The Renter is not guaranteed exclusive use of the Facility unless they choose to pay the rental fees to rent the entire Facility including the meeting room, main hall, kitchen and social room. The Renter agrees to allow access to the washrooms through the main hall.
- 2.12 The rental fee includes the use of tables, chairs, coffee urns or makers, garbage bins, mops, buckets, brooms and dust pans. It also includes the following supplies: garbage bags, cleaning cloths and cleaning chemicals.
- 2.13 The Renter is responsible for set-up and take-down of tables, chairs, and any other materials or equipment used by the Renter during the Agreement Period.

#### INIT\_\_\_\_3. Reservation/Damage Deposit:

- 3.1. At the time of booking a damage deposit fee is required to reserve the date of the event. The balance of the total rental fee is due no later than three (3) weeks prior to the start of the Agreement Period. The damage deposit fee for renting the main hall and kitchen is \$500. The damage deposit fee for renting the Social room/Skate Shack and/or Meeting Room is \$300. The damage deposit for renting the entire facility is \$700 or equal to the rental fee, whichever is greater.
- 3.2. A request to reserve the Facility for a specified Agreement Period is not a reservation until such time as the damage deposit fee is received by the League and a Booking Number is issued to the Renter. All reservations are accepted on a "first come, first serve" basis to the Renter who has submitted the damage deposit fee.
- 3.3 The damage deposit will be refunded within 14 days after the rental agreement period pending no damages and the In/Out Report is complete as outlined in Schedule 3.
- 3.4 If a booking is made within three (3) weeks of the rental agreement start date, the damage deposit and rental fees must be paid by cash or credit.
- INIT: \_\_\_\_ 4. Cancellation:
- 4.1 If a reservation is cancelled from the date of booking up to three weeks prior to the rental agreement start date, 50% of the damage

deposit fee is non-refundable. A cancellation made within three (3) weeks of the rental agreement start date, the damage deposit is 100% non-refundable.

## INIT: \_\_\_\_\_5. Damages:

- 5.1. The Renter is responsible for any damage to the Facility for the duration of the Agreement Period.
- 5.2. In the event that the Facility is damaged during the Agreement Period, the Renter is responsible for the cost to repair, restore, or replace any item(s) or property damaged or missing. The League will provide the Renter a written description of any damages and/or penalties assessed against the Renter and the cost of repairs required.
- 5.3 The Renter agrees to pay to the League the cost of any cleaning and/or repairs required to the Facility resulting from use of the Facility as outlined in the Fee Agreement Schedule 2.
- 5.4 The Renter agrees not to adhere anything to the walls and/or lite candles or use any form of live flame.
- 5.5 The Renter agrees to pay the League for any revenues lost from other reservations, existing as of the end date of the Agreement Period, which the League is forced to cancel as a result of damage caused to the Facility during the Agreement Period. The League will endeavor to have all such cleaning, repairs and remedies completed in a timely fashion.
- 5.6 The balance due for any damages may be paid by cheque, credit, or cash and must be paid within 14 days of the end of the Agreement Period in which the damages occurred.
- 5.7 For further certainty, any incident that results in the attendance of the Edmonton Police Service to the Facility during the Agreement Period, while the Facility is in the care, custody and control of the Renter will be considered non-compliance with the Terms and Conditions.

directors may directly or indirectly suffer or incur as a result or, arising out of, relating to, or in connection with (i) the Renter's breach, violation or non-performance of any provision in this Agreement, (ii) any damage to any property whatsoever caused or contributed to by the Renter, any Guest, or any other person the Renter is responsible for at law, (iii) any injury to any person, including death, caused or contributed to by the Renter, any Guest, or any other person the Renter is responsible for at law.

6.2. The Renter must provide the League a certificate of insurance evidencing that the Renter has in place third party liability insurance coverage for a minimum of \$2,000,000 per occurrence prior to the start of the Agreement Period, which certificate must also show the League listed as an additional insured on the policy.
5.3 The League is not responsible for any lost or stolen personal property belonging to the Renter, its agents, contractors, employees, or Guests.

## INIT: \_\_\_\_\_7. Keys:

- 7.1. The Renter shall be responsible for the key(s) and/or fob(s), signed out to them as well as for the security of the Facility associated with the use of such key(s) and / or fob(s).
- 7.2. No copies of key(s) or fob(s) shall be made.
- 7.3. Key(s) and fob(s) must be returned immediately following the Agreement Period in accordance with arrangements to be made with a League representative.
- 7.4. If key(s) or fob(s) are lost or stolen while in the Renter's possession, the cost associated with re-keying the Facility locks and/or replacing the fob(s) will be the responsibility of the Renter. Key(s) and fob(s) will be considered lost or stolen if not returned within seven days of the end of the Agreement Period.

## INIT: \_\_\_\_\_6. Liability and Insurance:

6.1. The Renter shall be liable to, indemnify, defend and hold harmless the League and all the League's directors, from any and all liabilities, costs, damages, claims, suits, expenses and actions that the League or its



## **Basic Fees:**

Rental Fee <sup>1</sup> : Discount:	\$ \$	Reason:	
Set-up/Tear Down <sup>2</sup> Cleaning <sup>2</sup> Other Charges	\$ \$ \$	\$25 mandatory ch	arge for griddle/BBQ use
Balance Due <sup>3</sup> :	\$	Receipt #:	_Cash/CHQ/Credit Date Paid:
Damage Deposit			
Deposit Required <sup>4</sup> :	\$	Receipt#:	_Cash/CHQ/Credit Date Paid:
Less Damages/Cance Balance to return <sup>5</sup>	llation \$ \$	Date Return Payable to: _ Returned Cr	d Report ed/Mailed: edit or Cheque #

<sup>1</sup> Rental fee includes the use of the following: tables, chairs, coffee urns, garbage/recycle bins, mops, buckets, brooms and dust pans. It also includes the following supplies: garbage bags, cleaning chemicals.

<sup>2</sup> Set-up and tear-down/ cleaning assistance is dependent on League staff availability and will be charged to the Renter at \$75 per hour in additional to the rental fee.

<sup>3</sup> The Balance Due must be paid no later than three (3) weeks prior to the Agreement Period start date. Under no circumstances will the booking be permitted to continue or Facility keys issued without the Balance Due having been paid.

<sup>4</sup> If paid by cheque the Damage Deposit must be paid no later than three (3) weeks prior to the Agreement Period start date.

<sup>5</sup>Damage deposits paid via credit card can be returned to the same card within 120 days of the original transaction, refunds that take place later than 120 days of the booking date will be returned by cheque issued by the League.

INIT: \_\_\_\_\_



Booking	#	-

#### INIT:\_\_\_\_\_ Renter's Responsibilities

The Renter must comply and cause all Guests to comply with all laws Period. If so required by the League, security must be provided by the Renter.

The Renter is responsible for the setting up and taking down of all tables, chairs, and stages unless alternate arrangements have been made with the League. All tables and chairs must be wiped clean before being put away.

All personal equipment and belongings must be removed and the cleaning responsibilities completed by the listed Time Out on the Agreement. In the case of Saturday evening bookings, all cleaning must be completed by the next Sunday at 9:00am (except in cases where the Facility is booked for the next Sunday, in which case the cleaning must be completed as stipulated above).

Upon exiting the Facility, the Renter must ensure that all lights are switched off (except those which are automated), all taps are off and all exits and entries are locked and firmly closed.

A League representative will conduct an inspection of the Facility and equipment prior to the commencement of the Renter's event. Any issues discovered by the Renter before their setting up must be photographed and reported to the League representative as soon as is practicable. The League representative will conduct a post-event inspection and provide a report, with photographs, of any issues that may be found.

Description	In	Out	Notes
Tables wiped and stored properly in storage room.			
Chairs wiped and stored properly in storage room.			
Bathroom surfaces (counters, sinks, walls) wiped clean. Toilets are flushed as needed.			
All floor areas used, including the entry and washrooms, swept and mopped.			
Benches, and walls throughout the hall wiped clean.			
All countertops, cupboard doors, sinks, and kitchen surfaces are wiped clean.			
Ovens are wiped clean of spills, drip trays under stove burners are removed and washed.			
Dishwasher is wiped clean, inner food catcher is emptied and rinsed.			
Fridges/freezers are wiped of any spills.			

Plates, Cups, Cutlery, Etc. cleaned and returned to appropriate cupboards.		
Coffee Urns emptied/washed and dried.		
Garbage bagged and placed in waste bin in parking lot. Please combine garbage to make full bags. Please also remove bathroom garbages, and replace bags.		

Key/Fob Signed Out (# \_\_\_\_)

Renter Initial	GBCL	Initial	Date
Key/Fob Returned (# )			
GBCL Initial		Date	
Out Inspection:			
Gold Bar Community League		Date	

Post inspection report complete: \_\_\_\_\_