

This RENTAL AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Between:

**RICHMOND KNOB HILL COMMUNITY ASSOCIATION (the "ASSOCIATION")**

and

\_\_\_\_\_ (the "RENTER")

## **1. RENTAL**

- 1.1. The RENTER agrees to provide the ASSOCIATION with the damage deposit, rental deposit and balance of rental payment in the form of cash or cheque in accordance with the dates stated on page 1 of this agreement.
- 1.2. The RENTER agrees to pay the ASSOCIATION the cost of repairs to the facility and equipment over and above that of the damage deposit, as stated on page 1 of this agreement, in case of excessive damage thereto.
- 1.3. The RENTER must allow time during the rental period for set-up and clean-up of the facility. No equipment or material may be delivered to the facility prior to the commencement of the rental period unless written permission has been granted in advance by the ASSOCIATION, and all equipment and material must be removed by the expiry of the rental period. The RENTER agrees to pay the ASSOCIATION an additional rental rate of \$25.00 for every hour of occupancy after the expiry of the rental period stated on page 1 of this agreement.
- 1.4. If the RENTER fails to use the facility for the rental date referred to on page 1, the ASSOCIATION may keep the rental deposit as liquidated damages unless the RENTER has given the ASSOCIATION at least 30 days notice that it will not be using the facility on that date or the ASSOCIATION is able to re-rent the facility for that date.
- 1.5. The ASSOCIATION will return the damage deposit, less any deductions therefrom in accordance with the terms of this agreement, to the RENTER within 14 days of the rental date.

## **2. FACILITY CARE AND CONDITION**

- 2.1. The RENTER and the ASSOCIATION representative will conduct an inspection of the facility and equipment *prior to commencement* of the rental event and identify any damages or other conditions present. The RENTER and the ASSOCIATION representative will conduct a second inspection *following* the rental event to identify any damages to the facility and equipment arising from the RENTER'S event. The INSPECTION REPORT attached to this agreement will be used for this purpose.
- 2.2. The RENTER will be given a key which the RENTER agrees to return at the time of the second inspection or as indicated on page 1 of this agreement. The RENTER agrees to ensure that all doors and windows are securely locked upon leaving the facility.
- 2.3. The RENTER shall remove all garbage and clean the inside and outside of the facility prior to the expiry of the rental period. The RENTER further agrees to abide by any additional requirements regarding facility condition and care attached to this agreement. If the RENTER fails to comply with this clause and any additional requirements, the RENTER agrees that the ASSOCIATION may deduct from the damage deposit the cost of doing the cleaning and performing other remedies at the rate of \$25.00 per hour.

### **3. RENTER'S RESPONSIBILITY**

The responsibilities of the RENTER shall include, but not be limited to:

- 3.1. Ensuring that the maximum total capacity of the facility for the purposes of the RENTER's use is not exceeded.
- 3.2. Setting up, arranging and putting away tables and chairs.
- 3.3. Providing all dishes, glasses, dispensers, utensils.
- 3.4. Ensuring that any decorations used inside or outside the facility are fireproof, are affixed only with blue "Stick'um", painters tape or string (ie. Push-pins, staples, nails, masking tape, duct tape, etc. must not be used), and are removed, without leaving any visible marks, prior to the expiry of the rental period.
- 3.5. Strictly observing the liquor laws of the Province of Alberta and comply with conditions specified in any liquor permits.
- 3.6. Assuming full responsibility for the discipline of members and guests and others who may be in attendance and to see that orderly conduct is maintained both inside and in the immediate vicinity outside the facility.
- 3.7. Restricting use of the facility to the purpose stated on page 1 of this agreement (TYPE OF EVENT), and not permit the use of the facility for any other purpose without the prior, express, and written consent of the ASSOCIATION, or the ASSOCIATION representative.
- 3.8. Ensuring that the facility is not used in any manner that will increase risks covered by insurance on the facility and result in an increase in the rate of insurance or a cancellation of any insurance policy.
- 3.9. Not assigning or subleasing the facility, or any right or privilege connected with the facility, or allowing any other person except agents and employees of the RENTER to occupy the facility or any part of the facility without first obtaining the written consent of ASSOCIATION. A consent by the ASSOCIATION shall not be a consent to a subsequent assignment, sublease, or occupation by other persons. Any unauthorized assignment, sublease, or license to occupy by the RENTER shall be void and shall terminate this agreement at the option of the ASSOCIATION.
- 3.10. Not keeping, using, or selling anything prohibited by any policy of fire insurance covering the facility, and complying with all requirements of the insurers applicable to the facility necessary to keep in force the fire and liability insurance.
- 3.11. Not allowing any waste or nuisance on the facility, or using or allowing the facility to be used for any unlawful purpose according to bylaws of the City of Calgary and laws of the Province of Alberta and the Dominion of Canada.

### **4. LIABILITY AND INDEMNITY**

- 4.1. The RENTER agrees that it will indemnify and save harmless the ASSOCIATION, the Federation of Calgary Communities and the City of Calgary from any and all liability, loss, or other damage claims or obligations resulting from any injuries or losses of this nature.
- 4.2. The ASSOCIATION shall not be liable for liability or damage claims for injury to persons or property from any cause relating to the occupancy of the facility by the RENTER, including those arising out of damages or losses occurring on sidewalks and other areas adjacent to the facility during the term of this agreement or any extension of such term.

**5. INSURANCE**

- 5.1. The RENTER shall obtain commercial general liability insurance coverage to protect against liability for damage claims through public use of or arising out of accidents occurring in or around the facility. The insurance policy shall provide a minimum coverage amount of \$1,000,000. The insurance policy shall also provide coverage for contingent liability of the ASSOCIATION on any claims or losses.
- 5.2. If alcohol is being served at any time during the event, the RENTER **must obtain host liquor liability insurance** in accordance with the number of guests anticipated to be in attendance which names the ASSOCIATION as an additional insured.
- 5.3. The insurance policies shall be delivered to the ASSOCIATION on or before the date of the RENTAL as per page 1 of this agreement.
- 5.4. If the insurance policies are not delivered to the ASSOCIATION, the ASSOCIATION is authorized to cancel the event and the ASSOCIATION will notify the RENTER by phone and/or email per the information provided on page 1 of this agreement

By signing below, the RENTER acknowledges having read and agreed to the contents of this agreement.

RENTER

Signed: \_\_\_\_\_

RICHMOND KNOB HILL COMMUNITY ASSOCIATION

Per: \_\_\_\_\_

**ATTACHMENTS**

- A. INSPECTION REPORT
- B. ADDITIONAL FACILITY CONDITION AND CARE REQUIRMENTS