

Terms and Conditions of Rental Agreement

1. RENTAL

- 1.1. The RENTER agrees to provide the LEAGUE with the booking/damage deposit and rental payment in the form of 2 bank drafts in accordance with the dates stated on page 1.
- 1.2. The RENTER agrees to pay the LEAGUE an additional rental rate of \$_____ for every hour of occupancy to a maximum of two (2) hours after the expiry of the rental period stated on page 1 of this agreement.
- 1.3. If the RENTER fails to use the premises for the rental date referred to on page 1, the LEAGUE may deduct from the damage deposit the amount of \$200.00 as liquidated damages unless the RENTER has given the LEAGUE at least 60 days notice that it will not be using the premises on that date or the LEAGUE is able to re-rent the premises for that date.
- 1.4. Subject to any Clause of the agreement that authorizes the LEAGUE to deduct money from the damage deposit, the LEAGUE will return the damage deposit to the RENTER within 14 days of the rental date.

2. FACILITY CARE AND CONDITION

- 2.1. The RENTER and the LEAGUE 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 LEAGUE 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 BEFORE / AFTER HALL RENTAL INSPECTION CHECKLIST 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 by the date of _____ and the time of _____ a.m./p.m. 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 premises immediately after 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 LEAGUE may deduct from the damage deposit the cost of doing the cleaning and performing other remedies at the rate of \$ 50.00 per hour.

3. RENTER'S RESPONSIBILITY

- 3.1. The maximum total capacity of the premises for the purposes of the RENTER'S use is 227. The RENTER agrees to ensure that this capacity is not exceeded.
- 3.2. Setting up and arranging tables and chairs. Only FIREPROOF decorations may be used and may be attached to walls and doors by only PAINTER'S MASKING TAPE.

- 3.3. Strictly observe the liquor laws of the Province of Alberta and comply with conditions specified in any liquor permits.
- 3.4. Assume 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.
- 3.5. Restrict use of the facility to the purpose stated on Page 1 of this agreement (FUNCTION) and not permit the use of the facility for any other purpose without the prior, express and written consent of the LEAGUE or the LEAGUE'S representative.
- 3.6. Not to use the facility 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.
- 3.7. Not to assign or sublease the facility, or any right or privilege connected with the facility, or allow 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 the LEAGUE. A consent by the LEAGUE 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 lease agreement at the option of LEAGUE.
- 3.8. Not to keep, use or sell anything prohibited by any policy of fire or liability insurance covering the facility, and shall comply with all requirements of the insurers applicable to the facility necessary to keep in force the fire and liability insurance.
- 3.9. Not to allow any waste or nuisance on the facility or use or allow the facility to be used for any unlawful purpose according to bylaws of the City of Edmonton and laws of the Province of Alberta and the Government of Canada.

4. LIABILITY AND INDEMNITY

- 4.1 The RENTER agrees that it will indemnify and save harmless the LEAGUE, the Edmonton Federation of Community Leagues and the City of Edmonton from any and all liability, loss, or other damage claims or obligations resulting from any injuries or losses of this nature.
- 4.2. The LEAGUE 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 lease 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 LEAGUE 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.
- 5.3. The insurance policies shall be delivered to the LEAGUE on or before the date the RENTAL FEE is due, per page 1 of this agreement. Liquidated charges per 1.3 apply.
- 5.4. If the insurance policies are not delivered to the LEAGUE, the LEAGUE is authorized to cancel the event and the LEAGUE 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 agrees to the contents of this contract.

RENTER: _____

Community League representative: _____ Position: _____

June 9, 2017 version