

Acme Community Centre Society

Rental Terms and Conditions

The renter agrees to accept all terms and conditions outlined in this document.

The Renter acknowledges that the facility is owned by the Village of Acme and is operated by the Acme Community Centre Society, by its volunteer members through the elected Executives and Board of Directors. Any consent, approvals or changes in terms, conditions, permission for use, availability, rental rates, additional charges or additional fees or other charges/changes, or termination of the agreement/event, are the exclusive right of the Acme Community Centre Society.

1. Charges

Rental prices in this contract are based on those set in Schedule B. In the event the Acme Community Centre Society Board approves a rental increase, the new rate will be charged to any new events scheduled. For any events that were booked prior to the rental increase, the rental fees that were in place at the time of booking will be honored.

2. Access and Hours of Rental

Access to the facility will be granted to the renter on the day of the event no earlier than 8:00 am. The renter agrees to leave the facility clean and free of their belongings, including liquor at the conclusion of their event. The facility must be in a 'ready to rent' state so it can be rented by another party. If the renter wishes to set up the day prior to their event, they must reserve and pay the required rental fee for the extra day. If the renter wishes to clean and/or remove their belongings the day following the event, they must reserve and pay for the extra day.

3. Payment Overview

Renters will receive two invoices for their hall booking. The first invoice is for the Damage Deposit. The second invoice is for the Rental Fee.

Should the renter be unable to pay for **the rental fee or the damage deposit** via e-transfer, arrangements may be made with the Hall Board to make payment via cheque payable to the Acme Community Centre.

Payment of Damage Deposit:

- a. **The Damage Deposit is due within forty-eight (48) hours of receiving the invoice(s) and** is payable to the Acme Community Centre Society via e-transfer to acmecomunitycentre@gmail.com.
- b. **Failure to provide the damage deposit payment within the forty-eight (48) hour time frame will result in the forfeit of the reservation and the rental contract to be cancelled.**

Payment of Rental Fee:

- a. The **Rental Fee** is payable to the Acme Community Centre Society via e-transfer to acmecomunitycentre@gmail.com **within thirty (30) days of the scheduled event.**

4. Damage Deposit

A damage deposit is payable in addition to the rental fee. The damage deposits are as follows:

- Meeting Rooms / Double Meeting Room – **Two Hundred Fifty (\$250) Dollars**
- Kitchen / Bar – **Five Hundred (\$500.00) Dollars**
- Main Auditorium – **Five Hundred (\$500.00) Dollars**
- Full Facility – **Five Hundred (\$500.00) Dollars**

This Damage Deposit Fee is listed on the payment invoice. **The deposit is not refundable until all terms and conditions have been satisfied and inspections and/or estimates are completed.** The Renter is fully responsible for all costs, losses, and loss of future revenue incurred because of damage, non-availability to other parties, excess cleaning fees, related to the function, event or facility, however caused and by whomever, whether invited as a guest or uninvited as a visitor, whether with or without permission of the Renter. Should any pre-existing damage exist in the facility, the Renter shall have the responsibility to report the damage to the Acme Community Centre Society representative as soon as it is discovered. The reporting of any pre-existing damage does not replace or lessen the responsibility or obligation to report any further damage or to minimize or mitigate such damage.

5. Damage in Excess of Damage Deposit

If the damage deposit received is not sufficient to provide or pay for repairs, liabilities, or replacements, as required due to abuse, damage or destruction, whether intentional or incidental, the Renter is responsible for paying the excess amount. The Acme Community Centre Society will obtain estimates for repair and provide a copy of the estimate to the Renter. If there is a loss of revenue due to the damage the Renter will be invoiced for the loss. Full payment is required upon receipt of the invoices by the Renter. Any legal or court costs incurred because of the damage is the responsibility of the Renter.

6. Deposit Refunds – Cleaning Charges

Any deposits or charges held by Acme Community Centre Society will only be released once an inspection of the facility is completed by the appointed Acme Community Centre Society representative or its executive. In the event and in the sole opinion of Acme Community Centre Society, that there is no damage requiring repairs or replacement and the facility is left clean such deposit or a portion of the deposit will be returned to the person and address listed on the contract. In the event of damage, abuse, extra costs, or charges incurred because of usage, such fees will be deducted from the damage deposit. The remaining balance, (if any), will be returned with an explanation of the deductions to the person and address on the contract. All present and future booking privileges will be suspended, and all related costs and loss of rental income will be assessed to the Renter. The return of the deposit, if approved, will be returned via e-transfer to the email provided on the booking form within 30 days following the inspection unless damage has occurred. Any cleaning fees assessed because of the Renter not fulfilling their responsibilities will be deducted from the Damage Deposit. Damage amounts that are more than the deposit will be invoiced to the Renter.

7. Cancellation

In the event the Renter wants to cancel the reserved date for their event, the Renter must go to the Online Booking Site, log in using the password they created, and cancel their event.

All cancellations are subject to the following condition:

- a. Any cancellation made less than 30 days prior to the event may be subject to a cancellation

fee of fifty percent (50%) of the rental fee paid.

In the sole opinion of Acme Community Centre Society, the full rental fee may be returned to the renter due to circumstances beyond the renter's control upon a written request to the Hall Board.

8. Collection/Default

In the event of a default of any manner or matter under this contract, the Renter agrees to pay Acme Community Centre Society legal fees on a solicitor/client basis together with any other fees, charges, or interest rates applicable in this collection.

9. Renter Responsibilities

The Renter acknowledges that the facility is a revenue producing venue and property of Acme Community Centre Society. The Renter acknowledges that the Acme Community Centre Society ensures its facility is available to the Community and third parties.

a) Indemnification:

The Renter will always indemnify and save harmless the Acme Community Centre Society, its directors, officers, and agents from and against all actions, claims, demands, suits, proceedings, damages, costs (including without restricting the generality of the foregoing, legal costs on a solicitor/client basis), and any further associated expenses that have been brought, made, or incurred. The Renter agrees to indemnify Acme Community Centre Society fully and completely for any loss or damage to facilities, property and equipment used or rented to which the Renter has access, use or provision.

b) Liquor & Insurance:

- The Renter is responsible for all special licenses, permits, and insurance where required. Insurance can be purchased when the Acme Community Centre is booked from Pal Insurance Brokers of Calgary or Renters Home Insurer.
- In the event the function is to serve liquor, it is the responsibility of the Renter, at its sole cost and expense, to arrange for and ensure that **two million dollars (\$2,000,000) Party Alcohol Liability (PAL) Insurance Certificate** is obtained. The Village of Acme and the Acme Community Centre Society are to be named as additional insured parties under this policy. The Renter assumes all liability for the function and its guests and is responsible to ensure that proper liability coverage is obtained.
- The Renter is responsible for conforming to and adhering to all the Alberta Gaming and Liquor Commission (AGLC) licensing laws at its cost and for any matter related. The Renter may contact AGLC (780) 447-8600 with any questions regarding the service of licensed beverages for its events or function. The Renter is required to obtain proper documentation of a **valid dated liquor permit**, and liquor till receipts.
- Any permits must be in the name of the Renter, and all permits required must be onsite and posted for the bar to open. Liquor may only be delivered on the day of the event and must be removed from the property at the end of the rental period. No liquor is to be left overnight and Acme Community Centre Society takes no responsibility for its removal, disposal, or delivery.
- Liquor shall not be served or permitted to minors or by others while on the property.

c) Smoking:

Smoking is not permitted inside the building as per provincial regulations and smoking outside the building is only incurred in those areas set back distances as designated by provincial legislation.

d) Animals:

The Acme Community Centre does not allow animals of any kind within the facility unless the animal is a registered service animal. The Renter shall ensure that no animals (including birds) except guide dogs are brought into the premises. No animals whatsoever are to enter the kitchen at any time.

e) Equipment:

Any equipment belonging to the Acme Community Centre is not to be removed, loaned, or rented out from the premises. Damaged or missing equipment will be charged to the Renter.

f) Facility Condition:

The Renter agrees to leave the facilities in the original condition in which they were found, which will be determined by the Acme Community Centre Society.

g) Decorations:

- Decorations are restricted to free standing and ceiling hooks.
- Any wall decorations are to be affixed to the walls using Funtak or similar products.
- Pins, nails, nor staples are not permitted to be used in the Acme Community Centre.
- No tape is to be used on walls or floors.
- No bales are to be brought inside the building.
- No confetti or sparkles are allowed inside or outside the facility.
- The use of dry ice is not permitted.
- Open flame candles are not permitted. All candle displays must be flameless.

Open flames and dry ice are both a hazard and risk setting off the sensitive fire alarm system.

h) Hall Set Up and Take Down:

- Renters must remove all decorations, displays, gifts and liquor from the facilities. Acme Community Centre Society is not responsible for the storage, theft, removal or misplacement of equipment, liquor, cash, gifts, object, decorations or displays. The Renter acknowledges that Acme Community Centre Society is not responsible for loss or theft of any kind and provides no assurance of security, security systems, security devices or patrols on the property or buildings. Acme Community Centre Society does not provide locking storage or cabinets to the Renter or guests and visitors should proactively protect and remove any items of value from the property.
- Unless otherwise arranged and in writing in this agreement, the Renter is fully responsible for setting up tables and chairs, putting up any decorations, at its sole cost and only in those areas approved and by the attachment methods outlined. At the

conclusion of the event the Renter shall be responsible for the removal of its decorations, any debris related to its function and the disposal of the same in the approved containers, wiping and putting away all tables and chairs in the same location and condition they were found.

- The Renter accepts responsibility for any wrongdoing occurring during its use, rental or control of the property and will permit and conduct only lawful and publicly acceptable activities as determined by Acme Community Centre Society or law enforcement while on the property or in its use of the property under this agreement. Acme Community Centre Society will retain control of the Facility and Acme Community Centre Society will not unreasonably interfere with the Renter's use and enjoyment of the facility. The facility will be available to the Renter's agents, servants, employees, and invitees in accordance with the policies of the Acme Community Centre Society relating to such use. In the event the Renter undertakes or permits any activity within the facility or the facility grounds, which may be a nuisance or cause property damage or personal injury, or in the event the Renter is in default of any terms and conditions herein, Acme Community Centre Society may terminate this agreement immediately.
- The Renter agrees that if there is a violation of the Liquor permits, capacity, fire regulations or health regulations, at any time during the rental period, Acme Community Centre Society has the right to terminate the function and the Renter's permission to use the property immediately, without liability or legal obligation.

i) Grounds, Parking Areas, Fire Lanes and Legal/Police Enforcement:

These areas are used in accordance with provincial legislation, Village of Acme Bylaws, property acts and under the Highway Traffic Act. The Acme Community Centre Society reserves the right to remove such vehicles, trailers, equipment, displays, installations, all as required at Renter's sole expense to require or ensure compliance with such legislation. If required under any condition, Acme Community Centre Society or its contractor shall have no obligation, liability, or costs whatsoever in taking the required actions to comply with such legislation. Acme Community Centre Society may contact any policing organization or registration office to determine ownership of such vehicles as required, and the Renter shall have the liability for costs, damages to any parking surfaces due to excess weight or repairs as required because of parking where not assigned. Acme Community Centre Society or the Village of Acme as sole owners/operators of the property and facility may at its discretion and by its appointed representative or executive contact the RCMP or other agencies as required to inspect, enforce, and assist or direct actions as required maintaining civil obedience and applying any laws as required.

j) Entire Agreement and General Interpretation:

This Rental Agreement, including Schedules attached hereto, contains the entire agreement between the parties hereto, with respect to the subject matter of this Rental Agreement. There are no covenants, agreements, conditions, or representations which will subsist between the Acme Community Centre Society and the Renter, except as expressly set forth in this Rental Agreement. Except if otherwise specifically provided in the Rental agreement, no amendment, modification or supplemental to the Rental Agreement will be valid or binding unless set out in writing and executed by the parties hereto.

SCHEDULE A

<p>Main Auditorium</p>	<p>Features included in Rental Price:</p> <ul style="list-style-type: none"> • Coat Room • Sound system with wireless mic • Lectern • Air Conditioning • Rectangular Tables 6 ft long • Round Tables • Chairs • Stage • Large Motorized projector screen • Projector • Wi-fi
<p>North Single Meeting Room</p>	<p>Features included in Rental Price:</p> <ul style="list-style-type: none"> • Air Conditioning • Rectangular Tables 6 ft long • Chairs • Large projector screen for projector • Projector • Wi-fi
<p>South Single Meeting Room</p>	<p>Features included in Rental Price:</p> <ul style="list-style-type: none"> • Air Conditioning • Rectangular Tables 6 ft long • Chairs • Wi-fi
<p>Double Meeting Room <i>(North & South Rooms Combined)</i></p>	<p>Features included in Rental Price:</p> <ul style="list-style-type: none"> • Air Conditioning • Rectangular Tables 6 ft long • Chairs • Large projector screen for projector • Wi-fi • Projector

Commercial Kitchen / Bar	Features included in Rental Price: <ul style="list-style-type: none">• Commercial Kitchen• Bar area with ice machine and coolers• Basic cooking utensils• Pots and pans• Tableware and cutlery• Water Goblets• Ovens, fridges• Coffee maker• Chaffing dishes upon request
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Schedule B

Room	Occupancy	Rental Rate
Main Auditorium	Standing / Seated: 654 Tables & Chairs: 516 Licensed Event (Liquor): 408	1/2 Day: \$150 Full Day: \$300 2 Day: \$550 2 1/2 Day: \$650
Stage Area in Auditorium	Standing / Seated: 100 Tables & Chairs: 100 Licensed Event (Liquor): 100	<i>Included with Main Auditorium Rental</i>
North Meeting Room	Standing / Seated: 133 Tables & Chairs: 105 Licensed Event (Liquor): 83	1/2 Day: \$100 Full Day: \$125 2 Day: \$200 2 1/2 Day: \$300
South Meeting Room	Standing / Seated: 118 Tables & Chairs: 93 Licensed Event (Liquor): 74	1/2 Day: \$100 Full Day: \$125 2 Day: \$200 2 1/2 Day: \$300
Double Meeting Room (North and South Rooms Combined)	Standing / Seated: 251 Tables & Chairs: 198 Licensed Event (Liquor): 157	1/2 Day: \$150 Full Day: \$200 2 Day: \$300 2 1/2 Day: \$400
Commercial Kitchen / Bar		1/2 Day: \$150 Full Day: \$150 2 Day: \$250 2 1/2 Day: \$350
Full Facility	Includes Main Auditorium, Stage, North Meeting Room, South Meeting Room, Kitchen & Bar	1/2 Day: \$400 Full Day: \$600 2 Day: \$1100 2 1/2 Day: \$1500
Corkage Fee	All events using the Bar	\$50
<p>The Stage Area total can be combined with any "Main Auditorium" total to increase capacity.</p> <p>½ Day rentals constitute a maximum five (5) hour period ending by 4:00 pm.</p> <p>1 Day rentals constitute any period over five (5) hours or any evening rental.</p> <p>2 Day rentals begin at 8:00 am the first day of the rental period.</p> <p>2 ½ Day rental is from Friday 8:00 am to Sunday 2:00 pm, or any equivalent time frame.</p>		