

# Claresholm Community Centre Association

## 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 Town of Claresholm and is operated by the Claresholm Community Centre Association (CCCA), 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 Claresholm Community Centre Association.

### 1. Charges

Rental prices in this contract are based on those set as of October 1, 2019. In the event the CCCA board approves a rental increase, the new rate will be charged for any events scheduled to take place in the year of the change.

### 2. Access and Hours of Rental

Access to the facility will be granted to the renter 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 setup 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. 30 days prior to the rental date if the facility has not been rented to another party for the day prior to the requested rental date, the renter may make a request to access the hall for setup for a fee of \$250.00. The fee is payable in advance and allows access after 5:00pm the day prior to the rental date.

### 3. Payment overview

50% of the Total Rental fee due is payable to the Claresholm Community Centre Association at the time of the booking. Balance outstanding is due 30 days prior to the date of the event and is payable to the Claresholm Community Centre Association. Failure to provide payment by the scheduled date will result in the forfeit of any payment already made and the rental contract to be cancelled.

### 4. Damage Deposit

A damage deposit of **Two hundred and Fifty (\$250.00) Dollars** is payable in addition to the rental fee. The deposit is due no later than 30 days prior to the event and is not refundable until all terms and conditions have been satisfied and inspections and/or estimates are completed. The Renter is fully responsible for any and all costs, losses, and loss of future revenue incurred as a result 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 CCCA 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**

In the event that 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 to pay the excess amount. The CCCA 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 CCCA will only be released once an inspection of the facility is completed by the appointed CCCA representative or its executive. In the event and in the sole opinion of CCCA, 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 as a result 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 by mail 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. Amounts that are more than the deposit will be invoiced to the Renter.

## **7. Cancellation**

In the event the Renter must cancel the reserved date or its function, the Renter must provide written notice to the Town of Claresholm or CCCA. CCCA is under no obligation to reduce its rental charges or permit a replacement Renter to use the property on the date reserved. Deposits paid at the time of booking are non-refundable and will be kept by CCCA in the event of any cancellation by the Renter. The cancellation charges shall be based on the following items based on the rental date in the agreement.

- Written notice provided more than six months (182) days prior to the event: 50% of the rental fee will be paid by the Renter
- Written notice provided less than six months (182) days prior to the event: 100% of the rental fee to be paid by the Renter

## **8. Collection/Default**

In the event of a default of any manner or matter under this contract, the Renter agrees to pay CCCA 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 revenue producing venue and property for CCCA. The Renter acknowledges that CCCA ensures its facility is available to the Community and third parties.

**a) Indemnification** – The Renter will, at all times, indemnify and save harmless CCCA, 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 CCCA 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) Facility Condition** – the Renter agrees to leave the facilities in the original condition in which it was found, which such will be determined by CCCA.

**c) Decorations –**

- Wall decorations are to be affixed to the walls using Funtak or similar products. Pins, nails or staples are only permitted to be used on the wooden rail in the Main hall.
- No ceiling decorations are permitted.
- No bales are to be brought inside the building
- No tape is to be used on floors
- 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.
- No confetti or sparkles are allowed inside or outside the facility
- Open flame candles are not permitted. All candles if permitted or approved must be in an enclosed container (lamp or bowl). It is recommended that flameless displays are the better option for decoration to avoid conflict with this policy.
- Renter must remove all decorations, displays, gifts and liquor from the facilities. CCCA is not responsible for the storage, theft, removal or misplacement of equipment, liquor, cash, gifts, object, decorations or displays. The Renter acknowledges that CCCA 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. CCCA 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.
- 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 a Party Alcohol Liability (PAL) Insurance Certificate is obtained. 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 in regards to 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 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 CCCA 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.
- SOCAN FEE: If the renter will be playing any form of music (live or recorded) he/she may require an additional SOCAN license. The CCCA currently holds a Tariff 21 license for the facility. Please find information at [www.socan.com](http://www.socan.com)

- 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 CCCA or law enforcement while on the property or in its use of the property under this agreement. CCCA will retain control of the Facility and CCCA 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 CCCA 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, CCCA 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, CCCA has the right to terminate the function and the Renter's permission to use the property immediately, without liability or legal obligation.

**d) Hall Set up and take down –**

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.

**e) Grounds, Parking areas, Fire lanes and Legal/Police enforcement**

These areas are used in accordance with provincial legislation, Town of Claresholm Bylaws, property acts and under the Highway Traffic Act. CCCA reserves the right to remove such vehicles, trailers, equipment, displays, installations, all as required at the Renter's sole expense to require or ensure compliance with such legislations. If required under any condition, CCCA or its contractor shall have no obligation, liability, or costs whatsoever in taking the required actions to comply with such legislation. CCCA 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. CCCA or the Town of Claresholm 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.

**f) 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 CCCA 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.

**Weekend Package** – includes Main Hall only available to the Renter on Friday no earlier than 8:00 am, Saturday and Sunday. Renter must be vacated and have all belongings removed and cleaning completed by 3:00 pm Sunday.

**Complete Facility Rental** - Includes the rental of the Main Hall, Lodge Room and Meeting Room for 1 day. Consecutive days of rental will entitle the Renter to a \$50 discount for each extra day up to 3 days in total. E.g.: Rental for Monday, Tuesday and Wednesday will be charged as Day 1 - \$715, Day 2 - \$665, Day 3 - \$615, for a total of \$1995.00. Note that these numbers are used as example only and may not represent current rental rates.

<b>Main Hall</b>	<p>Occupancy: Non-Fixed Seats and Tables – 400    Non-Fixed Seats – 550</p> <p>Features included in Rental Price:</p> <ul style="list-style-type: none"> <li>• Commercial Kitchen</li> <li>• Bar area with ice machine and coolers</li> <li>• Coat Room</li> <li>• Sound system with wireless microphone</li> <li>• Lectern</li> <li>• Air Conditioning</li> <li>• Rectangular Tables 6 ft long</li> <li>• Chairs</li> <li>• Stage</li> <li>• Large Motorized screen for projector</li> <li>• Projector – Available only if specified at time of booking or with sufficient notice prior to event</li> </ul>
<b>Lodge Room</b>	<p>Occupancy: Non-Fixed Seats and Tables – 100    Non-Fixed Seats – 160</p> <p>Features included in Rental Price:</p> <ul style="list-style-type: none"> <li>• Kitchen with 2 stoves, fridge, microwave</li> <li>• Coat Room</li> <li>• Wire and Wireless microphone</li> <li>• Lectern</li> <li>• Air Conditioning</li> <li>• Rectangular Tables 6 ft long</li> <li>• Chairs</li> <li>• Large, motorized screen for projector (projector not supplied)</li> </ul>
<b>Meeting Room</b>	<p>Occupancy: Non-Fixed Seats and Tables – 30    Non-Fixed Seats – 50</p> <p>Features included in Rental Price:</p> <ul style="list-style-type: none"> <li>• Air Conditioning</li> <li>• Rectangular Tables 6 ft long and chairs</li> </ul>
<b>Commercial Kitchen</b>	<p>Features included in Rental Price:</p> <ul style="list-style-type: none"> <li>• Basic cooking utensils</li> <li>• Pots and pans</li> <li>• Tableware and cutlery</li> <li>• Ovens, fridges</li> <li>• Coffee maker</li> </ul>