

RENTAL AGREEMENT

CALAHOO COMMUNITY CENTRE

#9, 54500 RANGE ROAD 275, STURGEON COUNTY, ALBERTA, T8R 1Z1

LEGAL LAND DESCRIPTION: LOT 1-4; 27; 54; 32; NW

PHONE: 780-686-1994

EMAIL: CALAHOOHALL@GMAIL.COM

WEBSITE: WWW.CALAHOOALBERTA.COM

BETWEEN:

West Sturgeon Agricultural Society
(the "Society")

- and -

(the "Renter")

Renter's Mailing Address _____

Renter's Street Address _____

Phone: _____ Cell: _____ Email: _____

Alternate Contact Name and Phone Number _____

Term of Rental: The Renter desires to rent the portion(s) of the Centre known as (check one):

Complete Centre (capacity 304)

Main Hall (capacity 232)

Meeting Room (capacity 72)

from: _____, 20_____, Time: _____

to: _____, 20_____, Time: _____

and the Society is in agreement with the Renter using the Centre for only those portions as specifically identified and described within this Agreement (Agreement).

The Renter agrees to rent the Centre per the Terms and Conditions as provided herein.

The Renter must be twenty-one (21) years or older and provide Government issued identification at the time of signing of this Agreement.

Dated this _____, 20_____.

Renter: _____

Witness: _____

Dated this _____, 20_____.

Society: _____

Witness: _____

Calahoo Community Centre Rental Terms and Conditions

The Renter/User, herein referred to as the "Renter", acknowledges that the Calahoo Community Centre (Centre) is privately owned and operated by the **WEST STURGEON AGRICULTURAL SOCIETY (Society)**, by its volunteer members through its 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 termination of this Agreement (Agreement), are the exclusive right of the Society within its direction, bylaws or governing Agreements at its sole discretion and option.

This is a nonexclusive Agreement to use space only and does not create an interest in land, nor does it create a partnership, agency or joint venture arrangement. This right is granted to the Renter and the Renter may not assign, sublease or resell this right in any way except with the prior written approval of the Society, which consent may be withheld without reason.

1) Access and Hours of Rental

Access and permission to enter the Centre is provided to the individual named in the Agreement, or its approved agent, for the time period, dates and only for those hours provided in this Agreement. The Renter shall not be entitled to use any areas of the Centre unless they are included in the Agreement.

The Renter, at the end of its function at the Centre, must remove all of its items. The Society assumes no responsibility for any items left on the premises or for any items lost or stolen.

2) Bar Service

All required documents, products and supplies, licenses, receipts and mandatory PAL Insurance coverage in the name of the Renter shall be in place and in the possession of the Society's representative prior to opening bar service.

Bar Service shall cease at 1:00 am with consumption until 2:00 am. All occupants must vacate the Centre no later than 3:00 am on any day of the rental period. No overnight occupancy is permitted.

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, in the amount of Two Million (\$2,000,000.00) Dollars minimum, has been arranged for and forwarded to the Society's representative prior to the Function. The Renter agrees that the insurance policy referred to herein will name the Society as an additional insured on the said policy. All policies will contain an undertaking by the insurers to notify the Society, in writing, of any material change, cancellation or termination of any provision of any policy, not less than thirty (30) days prior to the material change, cancellation or termination thereof. PAL Insurance coverage may be obtained from your personal insurance broker or visit www.palcanada.com.

The Renter, at its cost, is responsible for conforming to and adhering to all the Alberta Gaming and Liquor Commission's (AGLC) licensing laws and any related matters. The Renter may contact AGLC 780-447-8600 with any questions in regard to the service of licensed beverages for its event or function. The operation of bar service, is subject to the AGLC requirements and laws and failure of the Renter to provide documentation of a valid dated liquor permit, liquor till receipts and required PAL Insurance Certificate to the Society's representative prior to the event, will result in the Society denying the use of open bar service until such time as the proper documentation is provided.

The Renter acknowledges that the Society retains the exclusive right to withhold, stop serving or close any liquor or beverage service until the requirements of AGLC and the Society are satisfied. No reduction to the rental charge or credit will be applied if such actions are taken by the Society. **The Renter acknowledges that homemade wine, beer and/or liquor are not permitted to be stored, consumed or displayed in the Centre and will not be served or made available to its guests or visitors. As well, "Bring Your Own Bottle", (BYOB) is prohibited.**

Any permits required must be made in the name of the Renter and all permits must be on site and posted in the Centre before the bar can be opened. Liquor may only be delivered once the Renter has taken possession of the Centre and removed by the end of the rental period.

3) Deposit Overview

A) Damage Deposit

The Damage Deposit as defined in "Appendix A – Rental Options" is not refundable until all terms and conditions have been satisfied, inspections, and estimates of damages are completed, all in the sole opinion of the Society.

The Renter is fully responsible for any and all costs, losses, loss of future revenue incurred as a result of damage, non-availability to other third parties and excess cleaning fees related to the event, however caused and by whomever, whether invited as a guest or uninvited as a visitor and whether with the permission of the Renter. Should any pre-existing damage exist in the Centre, the Renter shall be responsible to report such damage to the 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.

The Damage Deposit is not refundable unless all persons including the Renter, guests, visitors and contractors (wedding planning staff) have vacated the premises by the time defined in "Appendix A – Rental Options". There will be no exceptions to the aforementioned time unless prior approval is obtained from the Society.

Upon vacating, the Renter shall leave the Centre and grounds in a clean and tidy condition. If the Renter does not vacate the Centre by the time defined in "Appendix A – Rental Options" of this Agreement, the Society by its authorized agent, or its authorized party which shall be deemed to include any Federal, Provincial or County Law Enforcement Agency or the County Fire Chief or its officers, reserves the right, privilege and without prejudice to order verbally or in writing that the Centre be vacated. In the event the Centre is not vacated as per the Agreement, a penalty of Five Hundred (\$500.00) Dollars shall be charged, accessed and or deducted from the Damage Deposit or invoiced as a receivable pursuant to this Agreement and subject to collection.

B) Reservation Deposit

The Reservation Deposit is required at the time of signing of the Agreement and is deemed to be the full payment for the rental fee as defined in "Appendix A - Rental Options".

C) Keys

Prior to the event, the Centre Coordinator will arrange for a time for the Renter to pick up two (2) sets of keys for access to the Centre. At the end of the event, the Renter shall ensure that all accesses to the Centre are secured and locked. A time of mutual agreement will be established for the keys to be returned to the Society representative.

Should the Renter fail to return one or both sets of keys, the Renter shall be accessed a Five Hundred (\$500.00) Dollar fee per key which shall be charged, accessed and or deducted from the Damage Deposit or invoiced as a receivable pursuant to this Agreement and subject to collection.

4) Damages, Charges and Liabilities in Excess of the Deposit Amount

In the event the Damage Deposit received is not sufficient to provide or pay for repairs, liabilities or replacements, as required due to abuse, damage or destruction as a result of the Renters use, loss or abuse of the Centre, the Society at its sole direction, option and using trades of its selection, shall receive quotations or estimates for such damage repairs from such approved trades. A copy of such estimate, for reference, will be provided to the Renter for the full payment or settlement as it relates to the replacement or repair of such damage, as the case may be. Any repairs or damages shall be administrated and directed by the Society. The cost of such repairs plus a 15 % administration fee will be fully paid by the Renter as a condition of this Agreement.

As the Society is an operating rental venue and the Centre is reserved for other third-party functions, the Society must make the Centre available to these parties thereby honouring such Agreements and dates. Any loss of revenue, cancellation penalties or third-party costs to the Society as a result of such actions by the Renter, will be in addition to such damages and form part of the Society's claim against the Renter. In the event of a dispute, nonpayment or refusal to pay the outstanding balance, the Renter by its execution of this Agreement agrees and acknowledges that the Society shall have the exclusive right to proceed with the collection of all funds, including the use of collection agencies and legal avenues to recover the cost of damages, administration charges, loss of rental revenue and interest on monies, including all legal fees on a solicitor and client basis and court costs.

5) Deposit Refunds

A) Damage Deposit

The return of Damage Deposit funds will be returned by mail, or at a time and place of mutual agreement between the Renter and the Society representative, only to the issuer of such funds, within thirty (30) days subject to the completion of inspections, estimated repairs, loss of rental income and other charges and fees, as required.

B) Cancellation

In the event the Renter must cancel the reserved date or its function, the Renter is obligated to provide written notice via email to the Society at calahooahall@gmail.com. Failure to provide a written notice may result in other charges or fees applicable under this Agreement. The Society is under no obligation to reduce its rental charges or to discount any charges or services as a result of the Renter's cancellation.

For Complete Centre and Main Hall rentals, the following Cancellation charge shall apply and be calculated based on the rental date in this Agreement, unless a new rental date is booked at the time of cancellation:

More than twelve (12) months (365 days) written notice from the Rental date:
= 50% refund of the Reservation Deposit, full refund of the Damage Deposit

Less than twelve (12) months (365 days) written notice from the Rental date:
= No refund of the Reservation Deposits, full refund of the Damage Deposit (if already paid)

The Society retains the right to modify, amend or waive its cancellation policy at any time with thirty (30) days written notice to the Renter. Meeting Room cancellation charges, if any, shall be at the discretion of the Hall and/or Operations Manager.

Notwithstanding anything contained herein, the Society may terminate this Agreement at any time the Centre becomes unusable for any reason beyond the reasonable control of the Society, or the Centre is determined by the Society, in its sole discretion, that the Centre is unsafe for any reason. In any such instance, the Society shall give the Renter as much notice as possible and shall reimburse the rate, if paid. The Society shall have no further obligation to compensate the Renter or any such person claiming through the Renter for the cancellation. Neither the Society nor the Renter shall be deemed to be in default in respect of any non-performance of its obligations under this Agreement, if and so long as the non-performance is due to strikes, walkouts, fires, tempests or acts of God or any other cause whether similar or dissimilar to those enumerated beyond the Renter's or Society's control. Lack of funds shall in no event be deemed a cause beyond the Renter's control.

6) Cleaning charges

In the event cleaning charges are required as a result of the use or abuse of the Centre by the Renter, such charges will be deducted from the Damage Deposit. The Society and its contractors shall determine or estimate the extent of cleaning and the related cleaning charges required to maintain its property in a professional state for other third parties and rental purposes. The Society reserves the right to inspect the Centre for damage and cleanliness at any time before, during or after the rental and to instruct the Renter to take the required actions to stop or mitigate such damages, and take effective action to correct the cleanup of the Centre.

7) GST

GST will be applied to all charges, fees and services associated with this Agreement, excluding the Damage Deposit.
GST Registration Number: 12218 8378 RT0001.

8) Renter's Responsibilities

A) Indemnification:

The Renter will, at all times, indemnify and save harmless the Society, and 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 by or against the Society, and its directors, officers and agents, by reason of, or arising out of, or in any way related to the Centre by the Renter, its agents, employees, invitees whether invited as a guest or uninvited as a visitor, whether with the permission of the Renter, or contractors except where the action, claim, demand, cost or expense was caused by intentional acts or gross negligence of the Society.

The Renter agrees to fully and completely indemnify the Society for any loss, future loss of revenue or damage to the facilities rented or areas of the grounds to which the Renter or his or her guests or invitees whether invited as a guest or uninvited as a visitor, whether with the permission of the Renter, have access, caused, damaged, abused, destroyed, removed or otherwise affected or impacted the Centre or property of the Centre. The premises and facilities are professionally maintained to a standard set by the Society in its sole opinion.

B) The Centre, as contracted, is to be left in the same condition in which it was found. Such original condition will be determined by the Society. Decorations of any kind are not permitted to be affixed to the walls, ceiling or any other permanent fixture. Absolutely no painting, tinting, or treatment of any surface is permitted inside or outside of the Centre.

C) The Renter shall ensure that tables, chairs, decorations, displays or any other items are not placed in such a manner as to block free and unimpeded access to any emergency or fire door exits.

- D) **The Renter agrees, and will fully cooperate, that the Renter will not allow, display or provide any open flame candles, or ignition sources of any kind within the Centre, other than birthday, tealight or floating candles. Pillar, votive or stick candles are not permitted. It is recommended that flameless displays are the best option for decorations.**
- E) In accordance with Provincial regulations, smoking is not permitted inside the Centre. This includes e-cigarettes and cannabis products. Smoking outside of the Centre is permitted in only those areas and setback distances as designated by Provincial legislation.
- F) Neither confetti, rice, sand, straw, glitter, "silly string", abrasives, nor hazardous materials of any sort are allowed either inside or outside of the Centre or on the grounds.
- G) The Renter is responsible for the removal of its displays, gifts and liquor from the Centre. The Society is not responsible for the storage, theft, removal or misplacement of equipment, liquor, gifts, cash, objects, decorations nor displays. The Society provides no assurance of security, security systems, security devices or patrols on the property or buildings. The Society does not provide locking storage or cabinets to the Renter, its guests and visitors. The Renter, its guests and visitors should therefore take appropriate steps to remove any items of value from the property.
- H) While on the property or in its use of the Centre under this Agreement, the Renter accepts responsibility for any wrongdoing occurring during its use, rental or control of the Centre and will permit and conduct only lawful and publicly acceptable activities as determined by the Society or law enforcement.

The Society will retain control of the Centre and the Society will not unreasonably interfere with the Renter's use and enjoyment of the Centre. The Centre will be available to the Renter's agents, servants, employees and invitees in accordance with the policies of the Centre relating to such use.

The Society reserves the right to enter the Centre at any time to ensure that the terms and conditions of this Agreement are being observed and adhered to by the Renter.

In the event the Renter undertakes or permits any activity within the Centre or on the Centre Grounds, which activity may be a nuisance, cause property damage, may cause personal injury, or in the event the Renter is in default of any of the terms and conditions herein, the Society may terminate this Agreement immediately.

- I) The Renter agrees that if, at any time during the rental period, breach of any term of this Agreement, including but not limited to the following:
- a) violation in regards to liquor permits
 - b) Centre capacity
 - c) fire regulations
 - d) health regulations

the Society has the right to terminate the function and the Renter's permission to use the Centre immediately, without liability or legal obligation.

9) Hall Set Up and Removal

The Renter is responsible for the complete setup of the Centre, unless set-up arrangements have been made and paid for as per "Appendix A – Rental Options". A list of items provided for use is detailed in "Appendix C – Included Items"

At the end of the event the Renter shall be responsible for the careful removal of its decorations, the removal of any debris related to its function and the disposal of same in designated and approved containers and removal of all of the Renter's property.

10) Grounds, Parking Areas, Fire Lanes and Police Enforcement

A) Use of the Centre, grounds, parking area and fire lanes must comply with Provincial legislation, property acts and the Highway Traffic Act. The Society reserves the right to remove any vehicles, trailers, equipment, displays, installations and any other item which violates the aforementioned legislation, all at the Renter's sole expense. The Society or its contractor shall have no obligation, liability or costs whatsoever in taking the required actions to comply with such legislation. The Society may contact any policing organization or registration office to determine ownership of such vehicles and the Renter shall have the liability for costs resulting from damages to any parking surfaces due to excess weight or repairs as required as a result of parking in unassigned areas. The Society, as sole owner of the Centre 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 to maintain civil obedience and apply any Provincial or criminal laws as required.

B) Recreational Vehicle Parking

With prior permission, a limited number of spaces may be provided for RV parking. These spaces are in designated areas only, and are for sleeping purposes, not camping. Fires are not permitted. Fires, outdoor liquor consumption, music, noise or other disturbances will result in loss of the Damage Deposit.

11) Risk

The Renter acknowledges that the purpose for which it is using the Centre has inherent risks and dangers and that personal injury is an accepted risk associated with the Centre's use. The Society will maintain the Centre to a reasonable standard. The Centre is licensed on an "as is" basis and the Renter shall perform a visual check of the Centre prior to its use. Any adverse or dangerous condition should be reported to the Society's representative and the Centre is not to be used until any dangerous condition has been remedied. The Renter agrees that it assumes such risks and shall not hold the Society, its volunteer members, elected Executives, Board of Directors, agents or contractors liable for any injury or death resulting from the use of the Centre. The Renter shall warn all Participants of these inherent risks and shall obtain such waivers and disclaimers as it deems necessary to give effect to this paragraph. If requested by the Society, the Renter shall obtain waivers from each Participant (or their parents in the case of minors) prior to allowing them to utilize the Centre. The Renter shall notify the Society of all accidents occurring at the Centre as soon as reasonably possible. An Incident Report form will be provided to the Renter, to be completed in the event of an accident or incident.

12) Notice

Notice to either party shall be deemed effective if and when delivered, faxed or emailed to the party at the address specified in the Agreement. Either party may change their address by notice in writing to the other party. All correspondences will be conducted between the Society and the Renter's Contact Person(s) listed in the Agreement. Decisions and actions of the Contact Person(s) are considered decisions and actions of the Renter. The Contact Person is responsible for sharing and disseminating information within their respective users, members, participants and agents. The Contact Person(s) must be an adult listed in the Agreement.

13) Occupancy Loads

Occupancy loads are as follows, with the use of non-fixed tables and chairs:

Complete Centre	304
Main Hall	232
Meeting Room	72

The Renter shall ensure that the applicable occupancy limits are not exceeded.

14) Entire Agreement and General Interpretation

This Agreement, including Appendices "A - Rental Options", "B - Rental Checklist" and "C – Included Items" respectively, form the entire Agreement between the parties hereto with respect to the subject matter of this Agreement. There are no covenants, agreements, conditions or representations between the Society and the Renter, except as expressly set forth in this Agreement. Unless specifically provided for in this Agreement, no amendment, modification nor supplement to the Agreement will be valid or binding unless set out in writing and executed by the parties hereto.

This Agreement will be governed by the laws of the Province of Alberta, including the Occupier's Liability Act.

**“APPENDIX A”
Rental Options**

***Please contact Hall Manager, Lori Kieser, for current rental options and pricing:**

Ph: 780-686-1994

Email: calahooohall@gmail.com

“APPENDIX B” Rental Checklist

Name of Renter: _____

Date of Event: _____

	Checklist Item	Yes	No	Date/Time/Comments
	<i>Pre Event</i>			
1	Is the Renter 21 years or older at the time of signing this Agreement?			
2	Renter to provide photo ID to Society’s Coordinator.			
3	2 sets of keys provided to Renter			
4	Keys are to be returned to Lori Kieser/lock box (circle one). A \$500.00 replacement fee per key will be charged to the Renter for failure to return keys.			
5	Does Renter require access to the Centre prior to the day of the event?			
6	Walkthrough with Renter conducted on (date/time)			
7	Renter has been shown location of AED and First Aid Kit			
8	The Society assumes absolutely no responsibility for any items left on the premises either before or after the event. The Centre will be locked but there will be no area made available to the Renter within the Centre that can be secured and locked independently.			
9	Will Renter require the use of a projector, ice maker, other items (circle item or add items under Comments)			
10	The Centre’s barbeque is not for the use of the Renter.			
11	Does Renter intend to use external cooking devices including barbeques? External cooking devices are to be supplied by the Renter or Renter’s contractors and such devices will be placed in only those areas designated by the Society’s Coordinator. The Renter will operate such external devices in a safe manner and the Renter will be completely responsible for damage, personal injury or death associated with the use of such devices.			
12	Will Renter require additional services/items such as set up, etc. (list items under Comments)			
13	Will Renter use contractors such as caterers, florists, deejay, etc? If “Yes” then list the contactor’s name, type of service and name and phone number of contact person. <i>If more space is required use back of this page and write “see back of sheet”.</i>			

14	Number of people attending the event.			
15	Renter shall ensure that all attendees are made aware of and use the designated smoking area(s).			
16	Will alcohol be served at the event? If "Yes" then the Renter, at its sole cost and expense, is to arrange for and ensure that a Party Alcohol Liability (PAL) Insurance Certificate, in the amount of Two Million (\$2,000,000.00) Dollars minimum, has been arranged for and forwarded to the Society's Coordinator prior to the Function. The Renter agrees that the insurance policy referred to herein will name the Society as an additional insured on the said policy.			
17	Bar Service shall cease at 1:00 am with consumption until 2:00 am. The Centre must be vacated no later than 3:00 am.			
18	The Society reserves the right to enter the Centre at any time to ensure that the terms and conditions of this Agreement are being observed and adhered to by the Renter.			
19	The Renter will leave the Centre in a clean and undamaged state. Cleaning will be performed to the standard as set by the Society's Coordinator.			
20	The Renter is aware that, for safety and security reasons, the Centre is monitored by security cameras at all times.			
21	This Checklist will be posted on the Centre's bulletin board as both a public reference and also as acknowledgement by the Renter's to meet the conditions outlined herein.			
22	Tables, chairs, decorations, displays or any other items are not to be placed as to block free and unimpeded access to any emergency exit.			
23	Neither confetti, rice, sand, hay, glitter, "silly string", abrasives, or hazardous materials of any type are permitted within and outside of the Centre.			
24	Fire lanes shall not be blocked.			
25	Decorations are to be placed in designated areas only and by approved attachment methods and removal of same at the end of the event.			
26	Calahoo Community Centre contacts: Lori Kieser 780-686-1994 (cell) Matt Berube 780-686-3587 (cell) Dale Soetaert 780-554-0999 (cell) Lyle Quintal 780-915-7814 (cell) Calahoo Fire Department 911 Ambulance 911 Legal Land Description: Lot 1- 4; 27; 54; 32; NW Contact Information will be posted in the Main Hall, Kitchen and on the Front and Rear Doors			

**“APPENDIX C”
Included Items**