

## RENTAL AGREEMENT BETWEEN

VICTORIA EDELWEISS CLUB German Canadian Cultural Society of			RENT	RENTER:		
108 Niagara Street Victoria, BC. V8V 1E9						
Tel. 250-383-4823						
Contact: Name, a	ddress, phone n	number and email ac	ddress			
Alternate Contact	phone and ema	il				
PURPOSE OF R	ENTAL:		Number of Guests	S		
RENTAL PERIOD	): /	/ FRO	M AM/PM <sup>-</sup>	ГО АМ/РМ	1	
			(HOURS			
_	T	T	T	1	1	
Room	Number of Guests	Socan Costs	Resound Costs			
Banquet Hall	0-100	\$29.56 without dancing and \$59.17 with dancing.	\$13.30 without dancing and \$26.63 with dancing	\$675.00		
Banquet Hall	101-300	Same as above	Same as above	\$750.00		

## Booking Policy for Banquet Hall:

When

available

Previous day

decorating /set up

- \$500.00 deposit to be paid to reserve the dates of your event. Date Paid
- Finalize contract and pay the balance 60 days prior to the event (your original \$500.00 will then become your damage deposit). Balance and refunds will be held up to 15 days following the event and will be issued by cheque in the mail. Should damages occur and repairs exceed the damage deposit, the renter agrees to promptly (within three weeks) pay the balance of the costs.
- Deposit non refundable if you cancel the event within 120 days of the event.

Room	Number of Guests	Socan Costs	Resound Costs		
Hubertus Lounge	40	\$20.56 -\$41.13	\$9.25 - \$18.51	\$170.00	
Choir Room	75	\$20.56 -\$41.13	\$9.25 - \$18.51	\$180.00	
*Games Room	40	\$29.56 - \$59.17	\$13.30 - \$26.63	\$100.00	
*Library	12			\$60.00	

<sup>\*</sup>no liquor service

\$50.00

Booking policy for the Hubertus Lounge, Choir Room, Games Room, Library and Kitchen:

- \$200.00 paid to reserve the date(s) of your event.
- Finalize contract and pay the balance 30 days prior to the event (your original \$200.00 will then become your damage deposit). Balance and refunds will be held up to 15 days following the event and will be issued by cheque in the mail. Should damages occur and repairs exceed the damage deposit, the renter agrees to promptly pay (within three weeks) the balance of the costs.
- Deposit non refundable if you cancel the event within 60 days of the event.

Equipped Commercial Kitchen, Includes usage of dinnerware	Renter must have a caterer's and/or business license and/or experience in a commercial kitchen	\$275.00 per day
Kitchen for serving and plating, includes usage of dinnerware		\$225.00 per event

# There will be a \$100.00 charge to the renter, if the kitchen is not left clean with all garbage and compost removed from the site.

#### Other Services:

Linen Service	White tablecloths	\$5.00 per tablecloth
	Checkered tablecloths	\$3.00 per tablecloth
Dinnerware	Full settings	\$5.00 per person
Bar Service	Minimum of two bartenders	\$50.00 per hour
	Glasses, carafes, jugs and ice	\$4.00 per bottle, corkage fee
		15% (of total sales)Gratuity
Bar Packages Available	Glassware/ ice	\$1.50 per person
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Any special requests - will be listed on the Booking Request and/or the floor plan – which is completed when the contract is finalized and pre-paid, no later than three weeks before the event. All rentals are subject to all applicable government taxes.

HEE OF THE DAD DECLUDEDS VEG at NO	F.,	4:11	(loot call 40:20am)
USE OF THE BAR REQUIRED? YES or NO	From	tili	(last call 12:30am)

IF yes, the non-member renter must obtain a liquor permit and must ensure that all regulations of the Liquor Control and Licensing Branch in B.C. are strictly observed. The non-member renters must obtain a Special Occasion Licence (SOL) available on line at <a href="www.pssg.gov.bc.ca">www.pssg.gov.bc.ca</a>. or at any B.C Liquor Store in Victoria. All soda pop, juice mix and/or other ingredients required for beverages must also be supplied by the renter. The SOL must be provided to the bartender prior to the start of bar service. When the renter provides the cash float for the bar service, the amount will be confirmed by the bartender and any/or all removal or addition of cash to the float will be done with both a representative of the renter (preferably the person that applied for the SOL) and the Victoria Edelweiss Club. Bar service during these events are always "Cash Only."

When the renter is a member of the Victoria Edelweiss Club, all necessary items to operate a beverage service will be provided by the Victoria Edelweiss Club.

- In both of the scenarios listed above the following terms of agreement apply:
- Bar service will stop one hour before the end of the time allotted. An additional charge of \$50.00 (fifty) dollars per hour shall be charged to the renter if the building is not vacated in a reasonable amount of time (half hour after the scheduled end time of the event).

- Alcoholic beverages must not be removed from the designated rental facility never to be taken outside.
- As of June 2014 Family SOL events can serve, but not sell, UBrew/UVin products.

I, renter's name	(herein called the "User") of
the event dated	at the Victoria Edelweiss Club agree to rent the
Banquet Room/Games Room/Hubertus Klause Lo	unge/Library/Commercial Kitchen from the
Victoria Edelweiss Club (herein called the "Club") .	

In doing so I agree to the following:

# Indemnification and Hold Harmless Clause

The User shall indemnify and hold harmless the Club and any of its officers, employees and volunteers from any and all loss, liability, claims or expenses arising out of the use and/or occupation of the property belonging to the Club by the user group and any of its officers, employees and volunteers, except to the extent that such loss arises from the independent negligence of the Club.

## Liability Insurance Clause

The User shall, without limiting its obligations or liabilities herein and at its own expense, provide and maintain the following insurances with insurers licensed in British Columbia and in forms and amounts acceptable to the Club:

General liability insurance with a limit of not less than One Million Dollars (\$1,000,000.00), inclusive per occurrence for bodily injury and property damage including loss of use thereof. Such insurance shall extend to cover the user, its officers, employees and volunteers and shall include the Club, its officers, employees and volunteers as additionally insured with respect to liability arising out of the use or occupation by the user of the property belonging to the Club.

#### Certificate of Insurance Clause

If the User already has liability coverage they shall provide the Club with evidence of all required insurance prior to the event date. Such evidence of insurance shall be in the form of a certificate of insurance. When requested by the Club, the User agrees to provide certified copies of required insurance policies.

NOTE: These certificates should be issued by the insurer or insurance broker of the user group and must contain the following information:

- 1. Name of the insurance company and the binder or policy number
- 2. Name and address of the Insured (user group)
- 3. Policy period (covering at least the period of the facility rental)
- 4. Description of coverage
- 5. Policy limits
- 6. Description of insured operation and location(s)
- 7. Signature of authorized representative and date

On-line insurance is available at www.eventpolicy.ca.

#### **Cancellation Fee**

All cancellations must be made in writing. Functions cancelled with more than 120 days notice prior to the event will be reimbursed all fees except for a \$50.00 administrative fee.

# **Music and Dancing**

The Society of Composers, Authors and Music Publishers of Canada (SOCAN) requires the Club to charge a fee for bookings where dancing or background music is used during functions.

## **Property Damage and Cleaning**

A site inspection will be done prior to occupancy, including pictures of the rented space and again after the function, to ensure no damage is done. All repairs to damages are subject to a \$75.00 per hour fee plus materials.

Any additional cleaning required above the normal is subject to a \$45.00 per hour cleaning rate. These fees will be deducted from the damage deposit.

The kitchen must be cleaned and left in the same condition as they were rented. If it does not meet industry standards, additional cleaning to the kitchen will be subject to a \$200.00 fee.

## **Security**

If Club employees witness any suspicious activities and are required to deal with a guest not following the terms of this rental agreement there will be an automatic \$200.00 (two hundred) dollar fine and/or the event may be ended. The renter may be required to hire Security Guards for an event if the Board Members deem it necessary.

The renter is required to make sure the guests;

- smoke only in the designated smoking area
- do not have alcohol anywhere other than the licensed hall/room being rented
- do not have any banned and/or illicit substances
- do not deface/damage the facility or the surrounding area, and
- remain quiet outside the hall.

As per Section 11 (1) of the noise bylaws, which state *no noise that disturbs the neighbourhood is allowed after 10:00 pm*, all doors must be closed after 10:00 pm. **If a noise complaint is made, the renter will be responsible for all fines incurred**. Signs are on the doors.

# **Loss of Property and Theft**

The Victoria Edelweiss Club will not be responsible for damages or loss of any personal property and equipment left unattended prior to, during or following any function.

\*\*Confetti or rice throwing and open flame candles are strictly prohibited\*\*

#### Rates are subject to change without notice

I have read the Edelweiss Club Rental Agreement and agree and understand that the Edelweiss Club will only deal with the person(s) named on this agreement. I also understand that all bookings are for space are "as is". No special equipment/tables/services/setup will be provided unless specified in the "Booking Request" at the time of booking. Any changes to my booking requests must be made at least one month prior to my event date.

	Date
Signature of User(s)	
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Signature of the Edelweiss Club Representative	Date

Thank you for your interest in the Victoria Edelweiss Club. For further information or to arrange a tour, please call Joan Fredericks, Rentals at 250-383-4823 or email us at <u>Victoria.Edelweiss.Club@shaw.ca</u>. The on-site caretaker can be reached at 778 922-4823.