

RENTAL AGREEMENT BETWEEN

VICTORIA EDELWEISS CLUB AND German Canadian Cultural Society of Victoria			RENTER: Date of Event:		
108 Niagara Street Victoria, BC. V8V 1E9 Tel. 250-383-4823					
Contact: Name, ad	aress, pnone n	umber and email a	aaress		
Alternate Contact p	phone and ema	il			
PURPOSE OF RE	NTAL:		Number of Gues	ts	
RENTAL PERIOD:			M AM/PM (HOUR:		PM
Room	Number of Guests				
Banquet Hall	0-100			\$780.00	
Banquet	100-200			\$860.00	
Banquet Hall	200-300	Same as above	Same as above	\$880.00	
Previous day decorating /set up	When available			\$70.00	

Booking Policy for Banquet Hall:

Amount paid and form of payment _

\$70.00

- \$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	\$22.06 - \$44.13	\$9.25 - \$18.51	\$196.00	
*Choir Room	75	\$22.06 - \$44.13	\$9.25 - \$18.51	\$200.00	
Games Room	40	\$22.06 - \$44.13	\$9.25 - \$18.51	\$114.00	
*Library	12			\$60.00	

^{*}no liquor service

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.
- When venues are booked for hourly rentals (3 hours or less), large event rentals may displace the hourly rentals-VEC will exchange/adjust or return fee paid for the hour(s) effected.

Equipped Commercial Kitchen, Includes usage of dinnerware	Renter must have a caterer's and/or business license and/or experience in a commercial kitchen	\$280.00 per day
Kitchen for serving and plating,		
includes usage of dinnerware		\$230.00 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 Checkered tablecloths	\$5.00 per tablecloth \$3.00 per tablecloth
Dinnerware	Full settings	\$5.00 per person
Bar Service	Minimum of two bartenders Glasses, carafes, jugs and ice	\$50.00 per hour \$4.00 per bottle, corkage fee 15% (of total sales)Gratuity
Bar Packages Available	Glassware/ ice	\$1.50 per person

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.

USE OF THE BAR REQUIRED? YES or NO	From	+ill	(last call 12:30am)
USE OF THE BAK KEQUIKED! TESTINO	FIUIII	LIII	Hasi Call 12.30allii

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 Event Permit (SEP) available on line at www.gov.bc.ca/liquorregulationandlicensing 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 SEP, the required cash float and the copy of the event insurance must be provided to the club the day before the scheduled event. When the renter provides the cash float for the bar service, the amount will be confirmed by the club staff 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 SEP) 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 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 Lou	inge/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.

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. Any carpet cleaning cost will be deducted from the damage deposit paid by the renter.

The kitchen must be cleaned and left in the same condition as they were rented. All garbage must be removed by renter. 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 anevent if the Board Members deems 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 the booking requests must be made at least two weeks prior to the event date.

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

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 at <u>victoria.edelweiss.club@shaw.ca</u>.

The on-site caretaker can be reached at 778 922-4823.