

Rental Contract - Gym/Sports League (Online Booking)

Contract Version: June 2020

The Rental Contract shall consist of The Rental Agreement Receipt and the attached waiver text. Sections not applicable to this event have been omitted.

Completion of an online booking and accepting the Terms and Conditions at checkout are considered agreeing to the terms and conditions of this agreement.

Section A: Booking and Charges

A: 1. Purpose, Time, Rental Space

The Renter warrants that the rental is for the purpose, date and time, and in the space stated on the Rental Agreement Receipt.

A: 3. Fees and Charges

HSCA accepts online credit card payments. Cheque and Debit payments may be made in the office by appointment only. Total fees shall consist of a security deposit, rental charges, system admin fee, and may include Early Entry or Late Charges. HSCA will not accept Cash for security deposits or rental fee payments.

A: 3. (b). Rent

Rent and other charges owing are due four weeks before the event. In the case of long term multi-day, weekly or monthly bookings that are not paid in full one of the following prepayment arrangements must be made at the time of booking:

- i. Post-dated cheques are supplied for each month's rental of the entire recurrence. Cheques returned NSF are subject to Section A: 3. (e)
- ii. A credit card number is stored on HSCA's merchant account to be billed monthly for each month's rent

Where rental fees are not paid as due, HSCA reserves the right to cancel the rental as provided in Section A: 4.(b) (ii), and rent the area to another group. In this case, the initial deposit would be retained as an administration fee. Cheques returned NSF are subject to Section A: 3. (e)

A: 3. (c) Early Entry Charge

An additional \$25 fee shall be charged to the Renter for each 15 minutes that the Renter is in the Facility prior to the agreed upon rental time. Such additional fee may be deducted from the Security deposit.

A: 3. (d). Late Charge

In the event that the Facility is not cleaned and vacated at the contracted time an additional \$50 fee shall be charged to the renter for each 15 minutes that the renter is in the facility. Such additional fee may be deducted from the Security deposit.

A: 3. (e). NSF Cheques

Cheques that are returned NSF will be subject to a \$25.00 NSF fee. The payment amount plus the NSF fee must be repaid by credit card or certified cheque within 7 business days of the renter being notified. Failure to make payment in the time allotted will result in the rental contract being terminated. When a subsequent (2nd) cheque is returned NSF on the renter must:

- i. Pay the full contract amount owing in full by credit card or certified cheque
- ii. Pre-pay all future rental fees by credit card or certified cheque

A: 3. (f). Administrative Fee

An administrative fee of \$75.00 will be deducted from the security deposit for:

- i. The second rescheduling or amendment of a hall rental and each subsequent rescheduling or amendment of a hall rental
- ii. Cancelling a hall rental after rescheduling or amending the hall rental
- iii. Cancelling a recurring rental before 30% of the rental dates have been used

Rescheduling or amending a rental includes: changing the rental date(s), changing the rental venue(s), removing rental venue(s), reducing rental time, or removing resources from the rental

A: 4. Cancellation

A: 4. (a). By The Renter

- i. Minimum Notice: The Renter may terminate the contract by providing HSCA Rentals Department with a minimum notice in writing within four weeks (28 days) prior to the rental
- ii. Rental Fee: Where the rental fee has been paid, it will be refunded if notification is received four weeks (28 days) prior to the event. Where notification is not received within four weeks (28 days) prior to the event HSCA will retain the full rental fee.

A: 4. (b) By HSCA

- i. Space Availability: Where HSCA cancels the event due to the rented area being no longer available as a result of mechanical or safety reasons or Force Majeure, Security Deposit and Rental Fee will be refunded.
- ii. Failure to Remit Rent: Where HSCA must cancel the event as a result of the failure by the Renter to pay the Rental Fee at least four weeks (28 days) prior to the event, no funds shall be refunded.

Section B: General Conditions

B: 1. Rental Times

The Renter is to observe the starting and finishing times in consideration for other rental groups and the HSCA Facility Staff. If the Renter shows up earlier than the contracted time, the Renter may not be given access to the facility until the contracted time, and where such access is provided will be subject to additional charges per Section A: 3 (c). Where the Renter stays later than the contracted time an additional fee will be taken from the Renter's Security Deposit per Section A: 3 (d).

- i. Indoor events must be suspended one hour prior to the contracted finish time or no later than 12:00 am. Food and beverage services must end, alcohol service must end, music must be stopped, and hall lights must be turned on. The Hall must be cleaned and vacated at the contracted finish time.
- ii. Where the rental includes an outdoor space, outdoor events must be suspended no later than 10:00 pm. Food and beverage service must end, alcohol service must end, and music must be stopped. The outdoor space must be cleaned and vacated no later than 11:00 pm.

B: 3. Child Care Programs in Rental Spaces

No Renter or guest is permitted in any HSCA rental space while child care programs are in progress. In the event a child care program is occupying a rented space the renter must not enter until the childcare staff has fully vacated the space. If there is an impact to the Renter's agreed upon time then the HSCA Rentals Department will compensate by either:

- i. Granting the renter extra time at the end of the rental period to compensate for the delay in entry, facility schedule permitting
- ii. Adjusting rental rate to reflect the lost time

Where the Renter fails to observe this policy they will be asked to leave the facility and no funds will be refunded.

B: 4. Lockers

All lockers within the HSCA facility are the property of HSCA and are provided for temporary use only. Renters and guests are encouraged to bring their own lock and lock up their personal belongings. HSCA is not responsible for items lost or stolen. Locker use is subject to the following conditions:

- i. Locker use is only permitted for the duration of the rental or session the guest is attending
- ii. Guests are entitled to only one locker each for the duration of their rental or session
- iii. All locks must be removed at the completion of the guest's rental or session, all contents removed, and the locker left in a clean state

HSCA reserves the right to:

- iv. Remove the locks and the contents of any locker in violation of this policy
- v. Alter the policies governing the use of lockers with appropriate notice

B: 5. Gym Floor

Where the gymnasium is being used for athletic events and/or games, participants are not allowed to use black tape on hockey sticks nor to wear black soled shoes that may mark the gymnasium floor. For ball hockey, plastic sticks (in particular plastic blades) are preferred.

B: 10. Objectionable Conduct

Objectionable conduct is defined as any behaviour that contravenes the HSCA Code of Conduct and is not allowed at any time in the Community Centre. Renters must adhere to HSCA's Code of Conduct (Attached as Appendix B) and posted in all our facility rooms. The Code summarizes HSCA's policy of zero tolerance for harassment, abuse, violence, discrimination and any other behavior deemed inappropriate by HSCA. Violation will result in expulsion of the offending party and no refund of the Security Deposit.

B: 11. Safe and Prudent Operations

The Renter will operate their event in a safe and prudent manner. Should HSCA Facilities Staff observe behaviour that contravenes the Code of Conduct or endangers those attending the event, other people in the building, or the facility; they have the right to terminate the event immediately and the cost of clean-up will be deducted from the Security Deposit. If HSCA Facilities Staff observe more people than allowed under fire code regulations (maximum occupancy is posted in each room), the event will be terminated immediately. Renter is responsible to ensure that persons that are inebriated are cut off immediately.

B: 12. (b) Consumption of Alcohol Prohibited

Consumption of alcohol is prohibited anywhere within facility or anywhere on HSCA grounds. Any person or group in violation is subject to termination of event, cancelation of rental contract, loss of rental payment paid, and loss of security deposit as per Section B:17.

B: 13. Prohibited Items

No items prohibited by law may be brought into the facility, nor may the following items be used in HSCA facilities: smoke machines, fog machines, candles, incense, flames of any kind, sparklers, fireworks, confetti, electronic cigarettes or vaping devices. No food, chewing gum or beverages other than water are permitted in the gymnasium area of the Facility unless the gymnasium is booked by the Renter for a Special Event.

B: 14. Cleaning Up

The Renter is responsible for the surface clean up at the end of the evening, including: cleaning off tables and chairs, any counter space, sweeping of floors, removal of all decorations, removal of any leftover beverage containers or other debris, and removal of all items and garbage belonging to the group, within a reasonable time. If any excessive cleanup is required it will be charged at the rate of \$150/hr. or any portion thereof.

B: 15. Tables, Chairs and Equipment

The Renter is responsible for setting up and putting away equipment neatly, and leaving area in the same state as when the rental commenced. Failure to do so may result in all or part of the Security Deposit being forfeit. Where the Renter has not cleaned and departed the rented space by the agreed exit time, a deduction will be made from the Security Deposit (See Section C: #1).

B: 16. Changes to Contract

Changes to this Rental Agreement can only be made in writing between the Renter and the HSCA Rentals Department. The HSCA Rentals Department may authorize changes in the terms and conditions of this rental agreement.

B: 17. Termination of Event, Removal of Person

HSCA Facilities Staff shall have the authority to terminate any event in the facility, and have the authority to have removed any persons from the facility if the HSCA Facilities Staff, acting reasonably, determines that Rental Contract has been breached by the Renter. Such breaches may include the following:

- i. The facility being used for purposes other than those identified in the Rental Contract.
 - ii. Failure to comply with any of the General Conditions of the Rental Contract
 - iii. Failure to comply with the provisions of the Liquor Control Act, the regulations under the Act, or the policies of the Alberta Liquor Control Board and /or Calgary Police Services.
- The process to remove a person or terminate an event shall be:
- iv. HSCA Facilities Staff will inform the Renter or Renter's representative of the breach and the action they must take.
 - v. The Renter or Renter's Representative has the responsibility to remove the person or terminate the event.
 - vi. Should the Renter or Renter's Representative fail to act HSCA Facilities Staff will contact Calgary Police Services to remove the person or terminate the event.

If for any of the above reasons the event is terminated, HSCA will not refund any of the Security Deposit. In the case of recurring rentals HSCA will cancel the contract and will not refund any future rental payments paid or security deposit. In keeping with the foregoing, the Renter shall also have the authority to remove, or have removed, from the facility, any persons attending their event during the specified time of their rental.

Section C: Other Considerations

C: 2. Liability and Insurance

Notwithstanding anything else herein contained, the Renter shall fully indemnify and hold HSCA, its servants, agents, designates, employees, and assigns, harmless from or in relation to any suits, liability, claims, actions, or penalties commenced against or levied against HSCA, its servants, agents, designates, employees, and assigns, arising from or related to the use of the Facility by the Renter. Without limiting the generality of the foregoing the indemnity, provided by the Renter hereunder shall include, but not be limited to, all costs, including solicitor and client fees, suffered or incurred by HSCA its servants, agents, designates, employees, and assigns, arising from or related to matters specified under this Section.

C: 3. Media

Media are not permitted in the Facility without the prior written permission of HSCA Executive Director or designate.

C: 4. Rental Contract Binding on all Members of Organization

If in the event the Renter is an organization comprising more than one individual, or is a number of individuals, the terms and conditions of this Agreement bind each and every individual jointly and severally.

C: 5. Smoking Policy

In compliance with the City of Calgary Smoking By-law no smoking (including electronic cigarettes or vaping devices) is allowed inside the Hillhurst-Sunnyside Community building or within 5 meters from any doorway, window or air intake. No illegal drugs are allowed whatsoever on HSCA premises including the parking lot.

C: 6. Parking

Parking is available in the HSCA parking lot. Due to lot capacity and concurrent events in the facility parking availability cannot be guaranteed.

Any Renter, event participant, guest, or contractor parked on the front pad side of the 5th Avenue entrance without having received prior authorization from HSCA will have their vehicle towed and a fine levied. In the event that there is damage to HSCA property as a result of illegal parking the Renter may also be subject to loss of Security Deposit and/or additional fees.

Vehicles cannot be left in HSCA parking lot overnight unless prior permission is granted by HSCA Facilities Staff and where such permission is granted vehicles may only be parked in the designated areas and picked up prior to 8:00 am the next morning. Failure to obtain prior permission or to pick up the vehicle prior to 8:00 am may result in the vehicle being towed.

C: 7. Other

(a) Any group, group member, event participant or contractor of the Renter found tampering with any property within HSCA in such a way that damage occurs, will result in Renter forfeiting their full Security Deposit.

(b) Nothing is to be left or stored inside the building or refrigerator overnight without prior permission from HSCA Rentals Department. Renters must advise caterers to take away all serving items by the end of the event. Items left behind will be disposed of.

(c) All food service at events must be in compliance with Alberta Health Service rules and regulations as per the AHS website (www.albertahealthservices.ca/eph.asp) and may require an AHS Special Event Vendor Notification.

(d) Despite a general ban on animals at events in HSCA facilities, exceptions may be made for accredited, specially trained, service animals.

C: 8. Entirety of Agreement

This Agreement and the Attachments hereto constitute the entire agreement between the contracting parties concerning the subject matter hereof. All prior agreements, discussions, representations, warranties and covenants are merged herein. There are no warranties, representations, covenants or agreements, expressed or implied, between the parties except those expressly set forth in this agreement. Any amendments or modifications of this agreement shall be in writing and executed by the contracting parties.

APPENDIX B – HSCA Facility Code of Conduct

This code of conduct sets out the basic rules, behaviors and standards that are necessary for maintaining a safe, respectful, honest and ethical environment for all.

1. Zero Tolerance for Harassment, Abuse and Violence

Every employee, volunteer and patron shall:

Be treated with respect and dignity.

Behave safely toward others. I.e. no employee, volunteer or patron shall be subject to any physical, sexual, psychological or verbal harassment or abuse.

2. Duty of Care

Every employee, volunteer and patron shall: take reasonable care to avoid damaging HSCA facilities, materials and equipment., attend to and supervise children in their care, avoid behavior that disturbs others' use of the facility.

3. Equitable Treatment for All

All patrons, staff and volunteers are expected to: act with fairness, honesty, integrity and openness, respect the opinions of others and treat all with equality and dignity.

4. Additional Prohibited Actions on Facility Property

Misconduct arising from public intoxication, use, sale or exchange of illegal narcotics or intoxicants, theft and vandalism, or any other act deemed illegal by municipal, provincial or federal statutes, use of facility equipment in a manner for which they were not intended or designed (eg: sleeping, washing hair in sink), offensive body, food and clothing odour, including strong perfumes and cologne, any other behavior deemed inappropriate by HSCA staff.

Sanctions for major violations of this code or repeated offenses will result in removal from the facilities or being banned for a period of time, depending on the nature and seriousness of the offense.