

## Terms and Conditions (Schedule “A”)

### 1. Definitions:

- 1.1 **Agreement Period** - Exact times of the rental activity as stated on the Facility Rental Agreement form.
- 1.2 **Association** - The Deer Run Community Association.
- 1.3 **Renter** - Individual and/or Organization identified on the Facility Rental Agreement form.
- 1.4 **Booking Deposit** - A non-refundable portion of the sum total of the rental fee (subject to any clause of the agreement) to be submitted to the Association in accordance with the Facility Rental Agreement.
- 1.5 **Damage Deposit** - A refundable fee (subject to any clause of the agreement) to be submitted to the Association in accordance with the Facility Rental Agreement.
- 1.6 **Facility** - Association being rented and all interior furnishings, appliances, fixtures, equipment, cookware, dinnerware, silverware and other items that are the property of the Association.
- 1.7 **Facility Rental Agreement** - Contract signed between the Association and Renter containing all details, along with additional Terms and Conditions (Schedule “A”), that defines all rules and regulations agreed to by both parties of the rental agreement.
- 1.8 **Guests** - Any person or individual in attendance at the Renter’s rental activity, event or function.
- 1.9 **Terms and Conditions (Schedule “A”)** - Additional rules and regulations not found on the Facility Rental Agreement form.

### 2. Facility Rental Agreement:

- 2.1 All facility rentals are completed using the Facility Rental Agreement form.
- 2.2 An original copy of the Facility Rental Agreement form will be reviewed and signed by the Renter. A copy of the signed form will be obtained by the Renter.
- 2.3 An original copy of additional Terms and Conditions (Schedule “A”) will be reviewed and signed by the Renter. A copy of the signed Terms and Conditions will be obtained by the Renter.
- 2.4 The Renter will use the Facility for only the purpose stated on the Facility Rental Agreement form.
- 2.5 Cancellations must be made in writing and will be refunded based on the date received, as per Terms and Conditions.
- 2.6 If cancellation occurs in advance of 14 days prior to the Agreement Period, the Association will refund any monies paid including the Booking Deposit, Damage Deposit and/or full rental amount.
- 2.7 If cancellation occurs within 14 days of the Agreement Period, there will be no refund of any monies paid unless the space can be re-rented for the same date(s) and time(s) for an equivalent amount.
- 2.8 The Renter will be provided an invoice and receipt of their payment for all monies paid to the Association upon completion of each payment. Renters will NOT be granted any credit.<sup>1</sup>

### 3. Booking Deposit:

- 3.1 At the time of booking the Facility a Booking Deposit is required. The Booking Deposit comprises a portion of the total rental amount.<sup>2</sup> At the discretion of the Centre Manager, the Booking Deposit can be used for the Damage Deposit if the total amounts are the same and the
- 3.2 If booking in advance of 14 days prior to the Agreement Period, the Booking Deposit will be deducted from the total rental amount. The remaining balance of the rental amount is required to be submitted 14 days in advance of the Agreement Period.
- 3.3 If booking within 14 days of the Agreement Period, the sum total of the rental amount is due at the time of booking. Cancellation of the rental activity will be subject to Clause 2.7.
- 3.4 Bookings will not be accepted within 48 hours of the desired Agreement Period.<sup>3</sup>
- 3.5 The Renter agrees to provide a valid credit card (e.g. Master Card or VISA) to book the facility for the rental activity. Exceptions are made at the discretion of the Centre Manager.
- 3.6 The Renter is a minimum 18 years of age, and will establish proof of age with 2 pieces of government issued identification (ID). One of these IDs will include a photograph of the Renter. Registration/license numbers of both pieces of ID will be obtained by the Association.

### 4. Damage Deposit:

- 4.1 The Renter is responsible for accidental or intentional damage to the Facility and its contents for the duration of

the Agreement Period, while the Facility is in the Renter's care, custody and control. The Renter is additionally responsible for the proper behavior of all Guests while entering, occupying or leaving the Facility.

- 4.2 The Facility will be inspected prior to and after the Agreement Period. A check-in/check-out report will be prepared (Schedule "B"). The Association representative will conduct the check-out report and notify the Renter of any issues.
- 4.3 The Damage Deposit funds will be forfeited in whole or in part by the Renter if the Renter does not comply with all Terms and Conditions of the Facility Rental Agreement, and if the Calgary Police Service is required to attend the Facility during the Agreement Period.
- 4.4 The Damage Deposit funds will be forfeited in whole or in part by the Renter for any damages to the Facility and/or contents either damaged or missing following the Agreement Period. The amount to be withheld will be at the discretion of the Association and will be equivalent to the costs of repair, restoration or replacement of item(s) damaged or missing. A written description of any damages and/or penalties and the amount to be withheld will be provided.
- 4.5 The Association will deduct from the Damage Deposit funds the cost of cleaning and performing other remedies at the rate of \$75.00 per hour.
- 4.6 If the cost of damages, cleaning and performing other remedies should exceed the Damage Deposit fee, the Renter will be invoiced, and the remaining amount and credit card provided by the Renter will be charged as per the rate established in Clause 4.5.
- 4.7 If no damages are incurred during the rental activity, Damage Deposit funds will be returned within 30 days of the Agreement Period end date.

## **5. Liability & Insurance:**

- 5.1 The Renter agrees to save, indemnify and to hold the Association harmless from any legal liability for bodily injury or property damage arising by, or as a result of, the use and occupancy by the Renter of the Facility, including any claims arising from the dispensing of alcoholic beverages. The Renter further agrees to waive any right to recover against the Association for loss or damage incurred to the Association's property during the term of this agreement.
- 5.2 The Renter agrees to provide proof of Third Party Liability Insurance coverage for protection of them and their Guest users against any bodily injury or property damage arising from their activities in renting the Association's Facility.<sup>4, 5, 6</sup>
- 5.3 The Renter agrees to obtain proof of business insurance on behalf of all external businesses hired for the rental activity. The Renter will provide the businesses proof of insurance to the Association for inclusion with the original Facility Rental Agreement form.<sup>7</sup>

## **6. General Rules & Regulations**

- 6.1 Set-up, clean-up and take-down is included in the rental time. If it is determined close to the date of the Agreement Period that extra time is required to complete everything, arrangements must be made with the Association and an additional fee may be deducted from the Damage Deposit. If extra time is required on the day of the Agreement the additional fee will be applied. It is the Renter's responsibility to ensure that all attendees and helpers are given enough notice to clean and pack up equipment/supplies on the day(s) of the Agreement Period.<sup>8</sup>
- 6.2 The Association reserves the right to determine, at their own discretion, if the rental activity appears to be a large event requiring additional security and supervision. In such a case, the Renter will be required to hire an outside private security company.
- 6.3 If a private security company is requested by the Association, then failure by the Renter to make such arrangements will result in the Association cancelling the event at any time.
- 6.4 The Renter agrees to abide by Alberta Gaming and Liquor Commission (AGLC) regulations and comply with conditions specified in any liquor permits.
- 6.5 The Renter agrees to provide the Association with any original liquor licenses prior to the event, and to post the liquor license where clearly visible in the rented room. Failure to provide the license will result in the Renter not being able to serve alcoholic beverages.<sup>9,10</sup>
- 6.6 The Renter agrees to observe all fire code regulations, federal and provincial laws, and city bylaws.
- 6.7 The Renter agrees to maintain the number of Guests defined on the Facility Rental Agreement form.
- 6.8 No smoking is permitted in or on the building premises, and no smoking is permitted within 5 metres from any doorway, window or air intake. The City of Calgary smoking bylaw must be adhered to at all times.
- 6.9 No open flame candles are permitted as per Calgary Fire Department Regulations. Candles must be in an

enclosed container with the flame no more than 2" from the top rim of the container. All uses of candles must be pre-approved by the Association.

- 6.10 The Renter agrees to monitor the volume of music played during the rental Agreement Period and to ensure that this is reasonable and that the neighbourhood residents are not disturbed.
- 6.11 The Renter retains accountability and responsibility for the behaviour and conduct of all persons using the facility as part of their rental activity. The noise must be reduced prior to 10:00 pm; this includes but is not limited to yelling, shouting, loud music, and horns. The City of Calgary noise bylaw must be adhered to at all times. Residential complaints due to noise, or any public disturbance caused by the behaviour of the Renter or his/her Guests will be subject to a Damage Deposit fee at the discretion of the Association.
- 6.12 The Renter agrees to remove all equipment/supplies that are brought to the Facility for the rental activity.
- 6.13 The Renter agrees to remove all garbage and place in the agreed upon location, as determined by the Association. If using a garbage bin, garbage must be placed directly into the bin and not on the ground. Should there be garbage on the floor the Renter is responsible to sweep the floor. Failure to do so will result in a Damage Deposit fee.
- 6.14 The Renter agrees to clean the Facility space used for the rental activity, to standards predetermined by the Association.<sup>11</sup>
- 6.15 Use of confetti, rice, decorative powders, or like substances will not be permitted inside or outside the facility.
- 6.16 The Renter is responsible for completing all items listed on the In/Out Report as stated in Schedule "B" before vacating the Facility.

## 7. Authority:

- 7.1 The Association reserves the right to terminate this agreement at any time, before or during the Agreement Period if the Renter is not complying with the Terms and Conditions herein.
- 7.2 The Association reserves the right to enter the facility during the Agreement Period to ensure that these Terms and Conditions are adhered to.
- 7.3 Board or staff of the Association and the Calgary Police Service, Alberta Gaming and Liquor Commission or other authorities wishing to inspect the rental activities have full and unconditional access to the rental activity, event or Facility as deemed appropriate by them.
- 7.4 Calgary Police Service and Calgary Fire Department personnel have the authority to enter the Facility premises and conduct occupant load counts during the Agreement Period to ensure the premises is not overcrowded, there are no blocked exits, and there are no activities which may be hazardous to the occupants of the premises, or the Facility itself.
- 7.5 Board or staff of the Association and the Calgary Police Service have the authority to cancel any rental activity in the Facility and have the authority to remove, or have removed, any persons from the Facility if it is felt that the Facility is not being used for the purpose for which this agreement is intended, or, that the Renter is not complying with the Liquor Control Act.

## 8. Keys:

- 8.1 The Renter shall be responsible for the key(s) signed out as well as for the security of the Facility associated with the use of such key(s).<sup>12, 13</sup>
- 8.2 No copies of assigned key(s) shall be made.
- 8.3 Keys must be returned immediately following the Agreement Period by arrangements made between the Association representative and Renter.
- 8.4 If keys are lost or stolen while in the Renter's possession, the full total of costs associated with re-keying the Facility locks will be the responsibility of the Renter for which damage deposit funds will also be deducted. Keys will be considered to be lost if not returned within 48 hours.

## Footnotes

- 1 *Renters with multiple-use rental contracts may pay in accordance with their contractual renewal cycles. The issuance of invoices and/or receipts should be provided to such Renters in accordance with Terms and Conditions, or on an ongoing basis as needed.*
- 2 *Bookings for the use of the facility will be on a first booked basis, with priority given to internal bookings first. At the discretion of the Centre Manager, the Booking Deposit can be used for the Damage Deposit if the total of both deposits are identical. The Renter must still pay the sum total of the booking as stated on the Facility Rental Agreement.*

- 3 *No 3<sup>rd</sup> party bookings will be taken if less than 48 hours' notice, unless approved by the Centre Manager.*
- 4 *Association insurance does not extend coverage to third party users. In some instances, a person's own home insurance will extend coverage to them outside of their home, but they must investigate, and obtain proof of their own insurance coverage for the Association. The Renter must acknowledge the Association DOES NOT provide any insurance coverage for the Renter's participants or activities.*
- 5 *Applicable Renter insurance may include: Personal Property & Liability Insurance (for individual/group Renter), Special Events Insurance, or Commercial General Liability Insurance (for business, corporation, and institution Renter).*
- 6 *It is recommended in various circumstances that the Renter have the Association listed as an "Additional Insured" on the Renter's insurance policy.*
- 7 *External businesses may include catering companies, DJ services, security companies, bartenders, etc.*
- 8 *Additional set-up, clean-up and take-down time on the day(s) of the Agreement Period will result in a fine of \$15.00 (plus GST) for every 15 minute interval utilized by the Renter, above and beyond details agreed to in the Facility Rental Agreement.*
- 9 *Liquor consumption laws must be adhered to, but the Association can establish liquor cut-off times earlier than legal requirements. Facility Rental Agreement forms that establish liquor cut-off times within the parameters of the law (a Facility Rental Agreement form stating an earlier cut-off time than what the liquor license requires) are contractually binding. A Renter may not bend the rules of a Facility Rental Agreement form in favor of a liquor license that happens to permit a later cut-off time.*
- 10 *If the facility has a Class C Liquor license it is recommended that the bartenders have their ProServe Certification.*
- 11 *Cleaning will vary according to space (e.g. kitchen may include cleaning and putting away dishes and cutlery, wiping down utilities as used; other spaces may include cleaning floors, counters, walls, or the stacking and putting away of equipment like tables and chairs).*
- 12 *An Association staff/volunteer will control access and lock up security for the rented facilities. They will use their judgment in determining whether Renters will be issued building-entry keys or security codes at any time.*
- 13 *If a key exchange is approved, the Renter must be on time to pick up the keys as per the contractual agreement time. If the Renter is going to be more than 15 minutes late, arrangements must be made to change the time. A fee of \$15.00 will be charged for every half hour the Renter is late to cover staff cost.*

I, \_\_\_\_\_, hereby acknowledge that I have read and understood this document and agree to comply with all terms and conditions outlined in the Facility Rental Agreement and Schedule "A".

X

\_\_\_\_\_  
Renter