

Capitol Hill Community Association
1531 21, Avenue NW
Calgary Alberta T2M 1L9
Phone: 403-289-0859

Single & Multi Use Hall/Lounge Rental Agreement

This Single Use Hall/Lounge Rental Agreement made
this _____ day of _____, 20____

Between: Capitol Hill Community Association
Represented by: Abi Harker, Facility Manager
Phone: 403-289-0859
E-mail: rentals@capitolhillcommunity.ca

-and-

Name of Organization or Individual:

_____ Represented by: _____

(Please print)

Phone: _____

E-mail: _____

(the "Renter" or "RENTER")

Each a "Party" and together the "Parties"

WHEREAS the Association has a facility (the "Facility") available for rent to the public;

AND WHEREAS the Renter wishes to rent the Facility from the Association on the terms and conditions set out in this Single & Multi Use Hall/Lounge Rental Agreement (the "Agreement")

NOW THEREFORE, IN CONSIDERATION OF THE USE OF THE FACILITY AND THE RENTAL FEES PAID FOR SUCH USE AND OTHER GOOD AND VALUABLE CONSIDERATION, THE PARTIES DO AGREE TO THE FOLLOWING:

Name of Function:

Description of Function:

Date(s) of Function: _____

Time of Function: _____ to _____

Expected attendance: _____

Liquor to be consumed? Yes No

Is the renter a member of the Community Association? Yes No

A. FEES

Fees Agreement:	Basic Rental Fee	\$ _____.	_____
	Damage Deposit	\$ _____.	_____
	Other Charges	\$ _____.	_____ (Kitchen, BBQ)
	COVID-19 fee	\$ _____.	_____
	TOTAL	\$ _____.	_____

Fees Received:	Damage Deposit	\$ _____.	Date due: _____	CC/Ch
	Rental Fees	\$ _____.	Date due : _____	CC/Ch

B. USE & ACCESS

The Association agrees to provide the renter access and use of the facility and its rental equipment (tables, chairs, etc.) in accordance with the details outlined above and with the attached Schedule A & COVID-19 Addendum.

C. SCHEDULE A + COVID-19 ADDENDUM

Schedule A & COVID-19 Addendum hereto forms part of this Agreement.

I hereby acknowledge that I have carefully read the above, and did receive a duplicate copy of this agreement this

_____ day of _____, 20_____.

THIS AGREEMENT EXECUTED on behalf of:

CAPITOL HILL COMMUNITY ASSOCIATION RENTER

Signature: _____ Signature: _____

Print Name: _____ Print Name: _____

Hall Rental Contact: Abi Harker Renter Contact: _____

CHCA Community Association Phone: Res. _____

1531, 21 Ave NW

Calgary Alberta T2M 1L9 Bus _____

Phone: (403) 289-0859

E-mail: rentals@capiotillcommunity.ca E-mail: _____

*Witness signature: _____ Witness Name: _____

*If Renter is an individual, a witness signature is also required

SCHEDULE A

1. RENTAL

- 1.1. The RENTER agrees to provide the ASSOCIATION with the damage deposit, and rental payment in the form of credit card payment in Visa or Mastercard, or (certified) cheque in accordance with the dates stated on page 2.
- 1.2. The RENTER agrees to pay the ASSOCIATION an additional rental rate of \$_____ for every hour of occupancy after the expiry of the rental period stated on page 1 of this agreement.
- 1.3. If the RENTER fails to use the premises for the rental date referred to on page 1, the ASSOCIATION may deduct from the damage deposit the amount of \$75.00 as liquidated damages unless the RENTER has given the ASSOCIATION at least 14 days notice that it will not be using the premises on that date or the ASSOCIATION is able to re-rent the premises for that date.
- 1.4. Subject to any Clause of the agreement that authorizes the ASSOCIATION to deduct money from the damage deposit, the ASSOCIATION will return the damage deposit to the RENTER within 30 days of the rental date.

2. FACILITY CARE AND CONDITION

- 2.1. The RENTER will be given a key which the RENTER agrees to return. The RENTER agrees to ensure that all doors and windows are securely locked upon leaving the facility. If the RENTER does not return the keys to the ASSOCIATION, \$50 will be deducted from the damage deposit.
- 2.2. The RENTER must remove everything that was brought into the room(s) (ex. dishes, decorations, etc.)
- 2.3. The RENTER must clean & store all tables and chairs immediately after the rental period.
- 2.4. The RENTER must remove all waste and place the garbage bags into the outside bin immediately after the rental period. Garbage must be placed directly into the bin and not on the ground. The RENTER must remove all recycling and place it in the recycling bins provided, and must remove all organics for compost into the organics bin located outside. The RENTER is responsible to sweep the floor, and to mop the floor where there are spills. The RENTER must wipe down all tables and counters. If the RENTER fails to comply with Clause 2.2, 2.3, or 2.4 and any additional requirements agreed to by RENTER and the ASSOCIATION, the RENTER agrees that the ASSOCIATION may deduct from the damage deposit the cost of doing the cleaning and performing other remedies at the rate of \$50 per hour.
- 2.5. The damage deposit shall be applied in part or whole to any expenses incurred by the RENTER as a result of damage or loss to the facility and/or equipment during the rental period. If the cost of damages should exceed the damage deposit fee, the RENTER will be invoiced the remaining amount and the credit card used will be charged.
- 2.6. The RENTER agrees to ensure that the kitchen is only to be used for food preparation and/or reheating. Cooking of food is not allowed.
- 2.7. If the RENTER is renting the use of the BBQ, it must be cleaned, wiped down, and the drip tray to be emptied and cleaned.
- 2.8. The RENTER agrees to leave the premises, including the kitchen, hallways, and washrooms, in the same state of repair and cleanliness as they were before occupancy.

3. RENTER'S RESPONSIBILITY

- 3.1. The maximum total capacity of the premises for the purposes of the RENTER's use is 73 for the lounge and 160 for the Hall. The RENTER agrees to ensure that this capacity is not exceeded.
- 3.2. Setting up and arranging tables and chairs and FIREPROOF decorations. Candles, incense, diffusers, smoke machines, sparklers, fireworks, and confetti are not permitted to be used in the facility. The fire alarm system in the Facility is extremely sensitive and will be set off by any smoke. RENTER WILL BE LIABLE TO THE ASSOCIATION FOR ANY AND ALL COSTS ASSOCIATED WITH THE FIRE DETECTION SYSTEM BEING ACTIVATED DURING THE RENTERS USE OF THE FACILITY INCLUDING, BUT NOT LIMITED TO, COSTS CHARGED BY THE CALGARY FIRE DEPARTMENT OR THE SYSTEM MONITORING COMPANY.
- 3.3. RENTER shall, and shall ensure its guests, strictly observe the liquor laws of the Province of Alberta and comply with conditions specified in any liquor permits.
- 3.4. RENTER assumes full responsibility for the discipline of members and guests and others who may be in attendance and to see that orderly conduct is maintained both inside and in the immediate vicinity outside the facility.
- 3.5. RENTER shall restrict use of the facility to the purpose stated on Page 1 of this agreement and not permit the use of the facility for any other purpose without the prior, express and written consent of the ASSOCIATION or the ASSOCIATION'S representative.
- 3.6. RENTER shall not assign or sublease the facility, or any right or privilege connected with the facility, or allow any other person except agents and employees of the RENTER to occupy the facility or any part of the facility without first obtaining the written consent of the ASSOCIATION. Consent by the ASSOCIATION shall not be a consent to a subsequent assignment, sublease or occupation by other persons. Any unauthorized assignment, sublease, or license to occupy by the RENTER shall be void and shall terminate this lease agreement at the option of ASSOCIATION.
- 3.7. RENTER shall not to allow any waste or nuisance on the facility or use or allow the facility to be used for any unlawful purpose according to bylaws of the Federation of Calgary Communities and laws of the Province of Alberta and the Dominion of Canada.
- 3.8. Pets are not permitted in the facility, unless agreed upon beforehand, and only guide or emotional companion pets.

4. NOISE AND ACCOUNTABILITY

- 4.1. The RENTER retains accountability and responsibility for the behaviour and conduct of all persons using the facility as part of their rental.
- 4.2. The noise must be reduced prior to 10:00 pm; this includes but is not limited to yelling, shouting, loud music, and horns (as per the City of Calgary noise bylaw #M2004). Should the ASSOCIATION receive a noise complaint by neighbouring residents, submitted to the City of Calgary bylaw, the RENTER forfeits the rental deposit.
- 4.3. The ASSOCIATION can request the RENTER to provide a professional security company for their event – depending on size and type of event. If a Private security company is required as deemed by the ASSOCIATION, the RENTER agrees to hire and pay for this service. Failure to do so will result in the cancellation of the event by the ASSOCIATION at any time.

5. LIQUOR

- 5.1. Liquor permit must be provided to the ASSOCIATION 4 days prior to the event. This licence will be posted in the room rented. Failure to do so will result in no liquor being served by the RENTER.
- 5.2. RENTER shall ensure that no liquor is served to, or consumed by any minors.
- 5.3. RENTER shall ensure that all persons using the Facility as part of the rental comply with all applicable Provincial and Federal impaired driving legislation.

6. SECURITY

- 6.1. The board or staff of the ASSOCIATION and or the Calgary Police Service, Alberta Liquor Commission or other authorities wishing to inspect the activities or the building will have full and unconditional access to the event and building as deemed appropriate them.
- 6.2. The board and/or staff of the ASSOCIATION or the Calgary Police Service will have the authority to cancel any event in this facility and have the authority to remove, or have removed, any persons from the facility if it is felt that the facility was not used for the purpose for which this agreement is intended, or, that the RENTER is not complying with the Liquor Control Act or any other Municipal, Provincial, or Federal law or regulation.

7. LIABILITY AND INDEMNITY

- 7.1. The RENTER agrees that it will indemnify and save harmless the ASSOCIATION, the Federation of Calgary Communities, and the City of Calgary from any and all liability, loss, or other damage claims or obligations resulting from any injuries or losses of this nature.
- 7.2. The ASSOCIATION shall not be liable for liability or damage claims for injury to persons or property from any cause relating to the occupancy of the facility by the RENTER, including those arising out of damages or losses occurring on sidewalks and other areas adjacent to the facility during the term of this lease agreement or any extension of such term.

8. INSURANCE

- 8.1. The RENTER can obtain commercial general liability insurance coverage to protect against liability for damage claims through public use of or arising out of accidents occurring in or around the facility. The insurance policy shall provide a minimum coverage amount of \$1,000,000. The insurance policy shall also provide coverage for contingent liability of the ASSOCIATION on any claims or losses.
- 8.2. The insurance policies shall be delivered to the ASSOCIATION on or before the date the RENTAL FEE BALANCE is due, per page 1 of this agreement.
- 8.3. If the insurance policies are not delivered to the ASSOCIATION, the ASSOCIATION is authorized to cancel the event and the ASSOCIATION will notify the RENTER by phone and/or e-mail per the information provided on Page 1 of this agreement.

By signing below, the RENTER acknowledges having read the contents of this agreement.

RENTER: _____

ASSOCIATION representative: _____

COVID-19 ADDENDUM

In accordance with the Government of Alberta's (GOA) relaunch plan, the ASSOCIATION has taken the following steps to reduce the risk of the spread of COVID-19 within the facility:

- Only one event in the building at a time.
- Reduced the building capacity for the rental spaces, and encouraged the use of the outdoor decks to allow for physical distancing.
- Increased cleaning & disinfecting of all high touch surfaces, and disinfecting the building after each use.
- Limiting the # of people in washrooms, and making the basement washroom available, to support physical distancing.
- Reminding visitors on how their actions can decrease the risk of COVID-19 by posters throughout the Facility

Additional COVID-19 terms for rentals are noted below. These terms supersede those noted in Schedule A of rental contract, should there be a conflict.

1. For in-person meetings at the Facility with our Facility Manager, there is a limit of one person per meeting. Please do not bring other people, or children to this meeting. Wearing a mask in the facility while meeting with our facility manager is mandatory; if you do not bring a mask with you, one will be provided.
2. RENTER shall ensure their gathering follows the current Government of Alberta (GOA) COVID-19 regulations and guidelines. These can be found on the website <https://www.alberta.ca/coronavirus-info-for-albertans.aspx>.
3. Payments can be made with credit card, VISA or Mastercard. Cash and certified cheques are not currently accepted payments. (1.1 - Schedule A)
4. In order to assist AHS with contract tracing, The RENTER will be responsible for collecting the names and contact information for all attendees. The ASSOCIATION will provide forms to facilitate this. This information will only be requested by Alberta Health Services if a potential exposure occurs onsite. The records will be kept for 2 weeks, then destroyed.
5. Due to the requirements of physical distancing, the maximum total capacity of the premises for the purposes of the RENTER's use is 14 for Lounge, 30 for the lounge & deck and 40 for the Hall. The RENTER agrees to ensure that this capacity is not exceeded. (3.1 Schedule A).
6. If food is desired, RENTER shall ensure businesses or groups who provide the food follow the Food Regulation and Food Retail and Foodservices Code and existing occupational health and safety requirements.
 - a. The RENTER may offer buffets and self service options only if facilitated and overseen by a commercial caterer who holds a food handling permit in accordance with the Guidance for Restaurant, Cafés, Pubs and Bars.

- b. Attendees may bring their own food and beverages and should not be shared between households.
 - c. Any food served must be in compliance with Alberta Health Services & Government of Alberta COVID-19 guidelines.
7. RENTER shall bring in all supplies required for their event, the ASSOCIATION will not have any supplies available to use.
8. If the RENTER is offering a program to the public, the RENTER shall submit a plan on how they are keeping attendees safe, and ensure it follows GOA COVID-19 Guidelines including but not limited to screening, physical distancing, hand hygiene & respiratory etiquette, disinfecting, and plans should participant develop symptoms. This plan must be submitted to the ASSOCIATION 2 weeks prior to their start date.

By signing below, the RENTER acknowledges having read the contents of this agreement.

RENTER: _____

ASSOCIATION representative: _____