

FACILITY RENTAL AGREEMENT

BETWEEN:

Square Butte Community Association
(the "Owner")

- and -

(the "Renter")

of _____, Alberta

- 1. Schedules** The following schedules form part of the Agreement:

 - (a) **Schedule "A" – Additional Terms**
 - (b) **Schedule "B" – Rental Area**
 - (c) **Schedule "C" - Rental Inspection Form**
 - (c) **Schedule "D" – Fees**
 - (d) **Schedule "E" – Host Liquor Liability Insurance** (if alcohol is to be served or consumed)
- 2. Rental Area** The premises rented under this Agreement shall consist of a portion of the following facility:

Facility name: **Square Butte Community Hall**
Address: **290132 Hwy 762 (Box 15 Site 3 R.R.#1 Millarville, Ab. T0L 1K0)**
Legal description: **SW14-21-4-W5**

(the "Facility"), such portion being that portion of the Facility shown or described within **Schedule "B"** attached hereto (the "Rental Area"). The Renter and its invitees shall be entitled to non-exclusive access to and/or through those common areas forming part of the Facility which are designated from time to time by the Owner for shared and/or common use.
- 3. Grant** The Owner has agreed to rent to the Renter, and the Renter has agreed to rent from the Owner, the Rental Area, subject to the terms, covenants, and conditions contained in this Agreement.
- 4. Permitted Use** The Rental Area may be used for the following purposes only (the "Function"):

- 5. Host Liquor Liability Insurance** The Renter confirms, by its initials, that:

☐ Alcohol **WILL** be served or consumed at the Function; or

☐ Alcohol **WILL NOT** be served or consumed at the Function.

The Renter covenants and agrees that, should alcohol be served or consumed at the Function, then the terms and conditions contained in **Schedule "E"** will apply to the Rental.

Notwithstanding the foregoing, as well as the Owner's consent to the service of alcohol by executing this Agreement, the Owner may revoke its consent at any time if appropriate liquor service license is not provided by the Renter, the Renter has not complied with **Schedule "E"**, or the Owner reasonably believes that there is risk to persons or property.
- 6. Rental Inspection Form** The Renter will complete the **Rental Inspection Form** as attached as **Schedule "C"** on the Start Date or prior to renting the Rental Area and again at the end of the Term.

7. **Term** The term of the Agreement will be from _____ (time) on the _____ day of _____ (month), 20____ (the “**Start Date**”) to _____ (time) on the _____ day of _____, 20____ (the “**Term**”).
8. **Payment** The Renter shall pay all the applicable fees and deposits for the Term in the sum of _____ Dollars (\$ _____) as set out in **Schedule “D”** of this Agreement (the “**Fees**”), payable upon execution of this Agreement, without any deduction or abatement. The Renter shall pay all applicable GST and other taxes or assessments regarding the rent of the Rental Area.
9. **Special Terms** In addition to all of the terms, covenants, and conditions contained in this Agreement, the Owner and the Renter agree to the following additional terms, covenants and conditions:
- _____
- _____
- _____
- _____
10. **Notice** Any notice to be given by the Renter to the Owner shall be in writing and delivered to the Owner's designated representative at the address shown below.
- Any notice to be given by the Owner to the Renter may be verbal or in writing and delivered to the Renter at the address or phone number shown below, or to any representative of the Renter who is located in or upon the Rental Area.

Granted by:

SIGNED, SEALED and DELIVERED by the Owner, in the presence of:

Signature

Name

Address

Phone number

Square Butte Community Association

Per: _____

Per: _____

Accepted by:

SIGNED, SEALED and DELIVERED by _____ [NAME
OF SIGNATORY], on his/her own behalf or on behalf of corporate Renter if a validly existing corporation, in the presence of:

Signature

Name

Address

Phone number

[Renter Name]

Per: _____

Per: _____

SCHEDULE "A" - ADDITIONAL TERMS

1. Term and Termination

1.1 Notwithstanding anything contained within this Agreement, the Renter acknowledges and agrees that the Owner shall have the absolute right to terminate this Agreement, together with all rights and privileges granted to the Renter under this Agreement upon notice in writing or in person.

1.2 Notwithstanding anything contained within this Agreement, the parties hereby acknowledge and agree that the Renter shall provide the Owner with written notice of cancellation or termination not less **Twenty-four (24) hours** prior the commencement of the Term. Failing such notice, the Fees contemplated within this Agreement shall be payable by the Renter regardless of the Renter's use of the Rental Area.

2. Use and Occupation

2.1 The Renter shall be permitted to use the Rental Area throughout the Term of this Agreement for the Function, and for no other purpose whatsoever.

2.2 Without in any way limiting the generality of the foregoing, the Renter agrees that it shall not bring, keep or store or permit to be brought, kept or stored any combustible material or explosives on the Rental Area.

2.3 The Renter will promptly inform the Owner of any bodily injury sustained by any person attending the Function, and any property damage that may occur to the Facility during the Term.

2.4 The Rental Area shall be at the risk of the Renter throughout the Term. The Renter assumes the liability for and shall pay for any loss or damage arising from the use or occupation of the Rental Area from any cause whatsoever and, without limiting the generality of the foregoing, liability arising from fire, theft, injury to person or death, loss or destruction of Facility or any part thereof.

2.5 The Renter acknowledges and agrees that its rights to enter upon and use the Rental Area granted under this Agreement shall not confer upon the Renter any exclusive right whatsoever with respect to the use or occupation of the Rental Area, and that the Renter shall have no claim to the Rental Area other than as a licensee as provided within this Agreement.

2.6 The Renter acknowledges and agrees that the rights of the Renter are only personal in nature, and that nothing contained within this Agreement shall be interpreted so as to confer upon the Renter any legal or equitable estate or interest in the Facility or the Rental Area.

2.7 The Renter, upon performing and observing the covenants and conditions contained herein, shall be entitled to reasonably exercise the rights herein granted to the Renter without any unreasonable hindrance, molestation or interruption from the Owner.

2.8 The Renter acknowledges and agrees that the Owner may deem it necessary or appropriate, from time to time, to cause or allow third parties to perform work upon the Rental Area as may be deemed necessary in the sole discretion of the Owner, and the Renter acknowledges and agrees that the Renter shall in no way interfere or hinder the construction, installation, repair or maintenance undertaken by the Owner or any person to whom the Owner has granted such permission.

3. Indemnity and Release

3.1 The Renter shall be liable for, and shall indemnify and save harmless the Owner, its agents, employees, invitees or contractors and **Foothills County**, its councilors, officers, employees and agents from any claim, damages, liability, cost, fee, penalty, action, cause of action, demand, damage to property, injury to person or death (including, without limitation to, legal fees of the Owner and **Foothills County** on a solicitor and his own client full indemnity basis), whether in contract or in tort, suffered or incurred by the Owner, its agents, employees, invitees or contractors and **Foothills County** its councilors, officers, employees or agents or by any other person, firm, partnership, corporation or entity resulting directly or indirectly from, attributable to, by reason of, arising out of, or in any way related to the occupation or use of the Rental Area by the Renter or any of its directors, officers, servants, agents, invitees, contractors, or employees, whether or not such things are done in the exercise or purported exercise of the rights conferred upon the Renter within this Agreement or from any breach of this Agreement or any other negligent act or omission or willful misconduct of the Renter or any of its directors, officers, servants, agents, invitees, contractors, or employees.

3.2 The Renter acknowledges and agrees that all property of the Renter which may hereafter be located on, under, or within the Rental Area or the Facility shall be at the sole risk of the Renter, and the Owner, its agents, employees, invitees or contractors and **Foothills County** its councilors, officers, employees and agents shall not be liable for any loss or damage thereto, howsoever occurring and the Renter hereby releases the Owner, its agents, employees, invitees or contractors and **Foothills County**, its councilors, officers, employees and agents from all actions, claims, demands, suits or proceedings whatsoever in respect of any such loss or damage.

4. Default

4.1 If in the sole opinion of the Owner the Renter undertakes or permits any activity whatsoever within the

Rental Area which is outside of the permitted uses contemplated herein, or which may be a nuisance or cause damage, or if the Renter is in default of any of the terms, covenants or conditions of this Agreement, the Owner may, in its absolute discretion give the Renter notice of immediate termination of this Agreement and the rights and privileges granted to the Renter, and the Renter shall forthwith vacate the Rental Area.

4.2 If the Renter fails or neglects to perform any of its obligations under this Agreement, the Owner shall have the right, but shall not be obligated, to take such action as is reasonably necessary in the sole discretion of the Owner to perform such obligations. In such event, the Renter shall be responsible for the payment of all costs incurred by the Owner forthwith to the Owner.

5. Maintenance and Alterations

5.1 The Owner acknowledges that the Rental Area is in a good, safe, and clean condition and repair. The Renter shall leave the Rental Area in substantially the same condition which existed immediately prior to the commencement of the Term. If the Renter fails or neglects to leave the Rental Area in substantially the same condition in which it existed immediately prior to the commencement of the Term, the Owner shall have the right, but shall not be obligated, to take such action as is reasonably necessary in the sole discretion of the Owner to perform the Renter's obligations. The Renter agrees to reimburse the Owner forthwith without demand for the cost of any and all such action performed by the Owner, its servants, contractors or agents pursuant to this clause.

5.2 The Renter agrees that it shall not install any alterations or improvements (including, without restriction, any radio or television antennae, or any mechanical, cooking, electrical or other means of sound production or similar devices), nor install, display or affix any sign, lettering or advertising medium upon or in the Rental Area or elsewhere on the Facility, without the express written consent of the Owner.

5.3 Upon the expiration or earlier termination of this Agreement, the Renter shall remove all alterations, property or improvements of any kind whatsoever belonging to or installed by the Renter, whether expressly permitted by the Owner or not, from the Rental Area and restore the Rental Area to a clean condition equivalent to that which existed prior to the commencement of this Agreement. If the Renter fails or neglects to restore the Rental Area and remove property as required above the Owner shall have the right, but shall not be obligated, to take such action as is reasonably necessary in the sole discretion of the Owner to perform the Renter's obligations. The Renter agrees that the Owner shall not be responsible for any alterations, property or improvements of the Renter thereby removed from the Rental Area, and further agrees to reimburse the Owner forthwith without demand for the cost of any and all such action performed by the Owner, its servants, contractors or agents pursuant to this clause.

6. General

6.1 The headings to the articles and sections of this Agreement are solely for the convenience of the parties and are not an aid in the interpretation of the Agreement.

6.2 No consent or waiver, express or implied, by the Owner to or of any breach or default by the Renter in the performance by the Renter of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of obligations hereunder by the Renter. Failure on the part of the Owner to complain of any act or failure to act of the Renter, or to declare the Renter in default, irrespective of how long such failure continues, shall not constitute a waiver by the Owner of its rights hereunder.

6.3 If any term, covenant or condition of this Agreement or the application thereof to any party or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement or application of such term, covenant or condition to a party or circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each remaining term, covenant or condition of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law.

6.4 This Agreement shall be governed by and construed according to the laws of the Province of Alberta. All legal proceedings arising from this Agreement shall be tried and directed by the court of competent jurisdiction in Alberta.

6.5 Time is of the essence of this Agreement and each of its provisions.

6.6 The terms and conditions set forth within this Agreement, together with the Schedules, shall constitute all of the terms and conditions of this Agreement, and there are not other terms, conditions, covenants, agreements, representations or warranties, either express or implied, arising between the parties hereto except as expressly set forth herein.

6.7 The Renter shall at all times and in all respects abide by all laws, bylaws, legislative and regulatory requirements of any governmental or other competent authority relating to the use and occupation of the Rental Area.

6.8 The Renter's obligations contained in this Agreement shall survive the expiration or termination of this Agreement for any reason whatsoever until satisfied in full, and shall not be merged upon the execution of any other documentation by the parties.

6.9 This Agreement shall enure to the benefit of and be binding upon the parties hereto, their respective executors, administrators, successors and permitted assigns.

SCHEDULE "B" - RENTAL AREA

The Rental Area includes all parts of the Square Butte Community Hall, including deck area, as well as the perimeter of the Hall grounds to be used for parking. Please refrain from parking vehicles on grassed areas as much as possible. The rental of the facility **DOES NOT** include the locked exterior container or its contents. All activities at the Square Butte Community Hall must remain within the fenced perimeter of the facility. Failure to comply with the above, may result in damage deposit being withheld.

No pets are allowed within the Hall itself (service pets are the exception) and owners **MUST** clean up after them in the Hall yard. Pets must remain on leash at all times.

No smoking of tobacco or other products allowed inside the Hall.

Quiet time outside of the Hall must be observed after 11 p.m. as courtesy to surrounding neighbours. During the day, music/volume must be reasonable and turned down if requested by the neighbours.

No Camping permitted. Overnight stays may be permitted for the night of the "event" for sleeping purposes **ONLY** - this does **NOT** include any outdoor music, partying or noise.

No overnight stays/sleeping within the Square Butte Community Hall itself.

No fireworks or campfires allowed.

****No Smoking, Vaping Or Consumption of Cannabis****

The Foothills County prohibits the smoking, vaping or consumption of any cannabis product in any public place within Foothills County.

A public place is defined as any place, including privately or publicly owned or leased property, which the public reasonably has or is permitted to have access, whether on payment or otherwise.

The Square Butte Community Hall is considered a public place and is bound by this local bylaw.

Renters must also abide by the municipal bylaws in place.

SCHEDULE "C" - RENTAL INSPECTION FORM

Kitchen Area

- All Counter tops cleaned, dishes washed and put away, cupboard doors closed
- Dirty linens must be left in the labelled bin provided
- Coffee urns must be cleaned, thoroughly dried inside (lids should be taken off)
- If ovens/stove are used, they must be properly cleaned inside and around burners, etc.
- Leftover food must be removed from fridge – inside of fridge must be wiped and fridge must be unplugged
- Ensure bar area fridge is also unplugged and cleaned after use
- If the dishwasher is used, ensure all instructions are followed correctly and that the dishwasher is drained

Main Hall

- Hardwood main floor must be swept and/or vacuumed. **DO NOT USE WATER ON THIS FLOOR!** Spray hardwood cleaner on the floor and use the special mops located with the cleaner in the upstairs hall closet. Leave dirty mop heads in the hall – we will wash them.
- The kitchen, bar and adjoining area may be mopped with water and a small amount of cleaner. Please rinse the mop, invert it in the bucket and return it to upstairs hall closet
- All rugs, including the stage, should be vacuumed (vacuum is in upstairs hall closet)
- Tables must be washed and stacked with chairs according to instructions on the following page of this rental agreement and as posted in the Hall
- No pets allowed within the Hall (exception to service pets)

General Cleaning Up & Down

- Garbage must be removed from washrooms and new bags placed in receptacles
- Sinks and toilets must be washed upstairs and downstairs
- Floors and stairs to basement must be swept/mopped
- Please remove and dispose of all garbage from the Hall
- All lights must be turned off before leaving the Hall
- Window and window blinds must be closed (please ensure the deck door blind is properly closed/locked)
- Thermostat must be turned down to minimum
- All doors must be locked
- Fans must be turned off

Outside

- Renters, their guests and any pets (on leash) must stay within the perimeter of the hall yard
- Please ensure children do not climb on or through neighbouring fences
- Please ensure children stay away from the highway – Square Butte Community Association will not be held responsible for injuries due to lack of supervision
- Owners MUST clean up after their pets
- **No fireworks**
- **No fires**

Note: If Hall is not cleaned and returned to its proper pre-rental state, Square Butte Community Association retains the right to withhold the damage/cleaning deposit.

Instructions for Tables and Chairs

Tables and chairs must be stacked and put away as outlined below - instructions are also found in the Hall Storage Area:

- Storage area is small and crowded. Please use caution manoeuvring carts.
- Chair and Table carts are heavy and **MUST** be manoeuvred by 2 people
- Chair carts are to hold 7 hanging chairs on each rack – either cart. Ensure the top chairs are hung high enough so as not to interfere with the lower rack
- Restack and place tables and chairs as you found them and as identified in the storage room
- Do not mix 6 and 8 foot tables
- Ensure there is an equal number of tables on each side of the racks
- Bungee cords **MUST** be used to secure tables to carts
- Avoid running over registers and please be careful of walls and door frames

*****Whoever is renting the facility is responsible to pass along all these instructions to anyone helping with the tables and chairs.***

If the tables and chairs are not stacked and/or placed correctly in the storage area, the Square Butte Community Association retains the right to withhold \$100 of the damage/cleaning deposit

SCHEDULE "D" - FEES

For purposes of rental, a "Member" MUST have held membership the previous fiscal year AND be a current member in good standing (updated at June 18, 2017 Executive meeting to be in effect July 1, 2017)

***Rental Deposits become non-refundable if cancellations are made less than 30 days from the rental date.**

Non-Member Fees

Rental Fees for non-members of the Square Butte Community Association are set at **\$400/day** with a corresponding **damage/cleaning deposit of \$400** which becomes **non-refundable** in the event the hall and/or grounds are not returned to pre-rental condition (see Inspection Form)

A **Rental Deposit of \$200** is due within one week of reserving a rental date. Failure to provide this deposit will result in loss of rental. The Remaining Rental and damage deposit monies are due **two (2) weeks prior to date of rental** in the form of cash and/or cheques made payable to: **Square Butte Community Association**. (The Rental Deposit will be put towards this total amount). Failure to do so may result in cancellation of any prior verbal or written agreement for rental of the facilities.

Saturday events such as weddings and/or family reunions etc. which require access to the rental facility from **Friday noon through Sunday noon only** are set at **\$1000** with a **damage/cleaning deposit of \$500** which becomes **non-refundable** in the event the hall and/or grounds are not returned to pre-rental condition (see Inspection Form).

Member Fees

Rental Fees for members of the Square Butte Community Association are set at **\$100/day** with a **damage/cleaning deposit of \$200** which becomes **non-refundable** in the event the hall and/or grounds are not returned to pre-rental condition (see Inspection Form)

A **Rental Deposit of \$100** is due within one week of reserving a rental date. Failure to provide this deposit will result in loss of rental. The remaining Rental and damage deposit monies are due **two (2) weeks prior to date of rental** in the form of cash and/or cheques made payable to: **Square Butte Community Association**. (The Rental Deposit will be put towards this total amount). Failure to do so may result in cancellation of any prior verbal or written agreement for rental of the facilities.

Saturday events such as weddings and/or family reunions which require access to the rental facility from **Friday noon through Sunday noon only** are set at **\$300** with a **damage/cleaning deposit of \$300** which becomes **non-refundable** in the event the hall and/or grounds are not returned to pre-rental condition (see Inspection Form). Any additional days required will be charged at **\$100/day** dependent upon Facility availability.

Short Term Rental

Available for members only at **\$25 per hour** for a **maximum of 3 hours** with a **damage/cleaning deposit of \$200** which becomes **non-refundable** in the event the hall and/or grounds are not returned to pre-rental condition (See Inspection Form). Rental and damage deposit monies are due **two (2) weeks prior to date of rental** in the form of cash and/or cheques made payable to: **Square Butte Community Association**.

SCHEDULE "E" - HOST LIQUOR LIABILITY INSURANCE

In the event that the Owner has provided its written consent to the Renter to serve or consume alcoholic beverages in the Facility, the Renter covenants and agrees that it shall arrange and maintain **Host Liquor Liability Insurance** throughout the Term.

Such Host Liquor Liability Insurance shall include the following:

- (a) Liability limit of not less than **\$2,000,000.** per occurrence;
- (b) The Owner (**Square Butte Community Association**) and **Foothills County** will be named as additional insureds;
- (c) Cross liability clause;
- (d) Severability of interests clause;
- (e) Contractual liability clause, including this Agreement.

The Renter agrees to provide to the Owner a Certificate of Insurance evidencing such insurance coverage not less than **seven (7) days prior to the commencement of the Term.** If satisfactory evidence of insurance coverage is not provided, the Owner may cancel this Agreement.

Dated this _____ day of _____, 20____ in _____, Alberta.

Granted by:

SIGNED, SEALED and DELIVERED by the Owner, in the presence of:

Square Butte Community Association

Per: _____

Signature

Per: _____

Name

Accepted by:

SIGNED, SEALED and DELIVERED by _____ **[NAME OF SIGNATORY]**, on his/her own behalf or on behalf of corporate Renter if a validly existing corporation, in the presence of:

[Renter Name] _____

Per: _____

Signature

Per: _____

Name