

Rolly View Community Facility Rental Agreement

This Agreement made this _____ day of _____, 20_____

Between:

ROLLY VIEW COMMUNITY ASSOCIATION
50 - 49402 Range Road 234, Rolly View, AB T4X 0X1
(Hereinafter referred to as the "Owner")

And

Of _____

(Hereinafter referred to as the "Renter")

1. Term of Rental: the Renter desires to rent from the Owner the Rolly View Community Facility (the "Facility") from _____, 20__ to _____, 20____, (the "Rental Period") and the Owner is in agreement with the Renter using the Facility for the purpose of _____ (the "Function").
2. Rights and Responsibilities of Renter: the Renter agreed to use the Facility only for the Function as indicated above, during the agreed upon Rental Period. Maximum Capacity of the hall is 150 people. Recommended Banquet seating is 140 comfortably.
3. The Renter will, at all times, indemnify and save harmless the Owner, and its directors, officers and agents, from and against all actions, claims, demands, suits, proceedings, damages, costs (including without restricting the generality of the foregoing, legal costs on a solicitor/client basis), and any further associated expenses that have been brought, made or incurred by or against the owner, and its directors, officers and agents, by reason of, or arising out of, or in any way related to the Facility by the Renter, its agents, employees, invitees or contractors except where the action, claim, demand, cost or expense was caused by intentional acts or gross negligence of the Renter.
4. This Agreement may not be assigned, in whole or in part, by the Renter without the express written authorization of the owner.
5. The Renter will not permit any damage to occur to the Facility and will leave the premises in the same condition or substantially the same condition as when the Renter entered the Facility for the Function. See Schedule B for Hall Clean-up Checklist.
6. In the event the Function is to serve liquor, it is the responsibility of the Renter, at its sole cost and expense, to arrange for and ensure that a Host Liquor Liability Insurance Certificate has been arranged for and forwarded to the Owner within seven (7) days of the Function. The Renter agrees that the insurance policy referred to herein will name the Rolly View Community Association and the County of Leduc as additional named insured on the said policy as their interest may appear and such policies will contain a waiver of any subrogation rights which the Renter's insurers may have against the Owner and a severability of interest clause or a cross liability clause. All policies will contain an undertaking by the insurers to notify the Owner, in writing, of any material change, cancellation or termination of any provision of any policy, not less than thirty (30) days prior to the material change, cancellation or termination thereof. The hours of service for the liquor license shall be sales until 1:00 am, consumption until 2:00 am at which time the hall must be vacated and locked up.
7. It is agreed by the Renter that it shall sign and provide to the Owner at the time of execution of this Agreement, an Acknowledgment and Waiver, in the form attached hereto as Schedule "A".
8. Rights and Responsibilities of the Owner During the Function, the Owner will permit the Renter to use the Facility for permitted activities and for no other purpose whatsoever, subject to the terms and conditions set forth herein.
9. The Owner will retain control of the Facility and the Owner will not unreasonably interfere with the Renter's use and enjoyment of the Facility. The Facility will be available to the Renter's agents, servants, employees and invitees in accordance with the policies of the Owner relating to such use.
10. In the event the Renter undertakes or permits any activity within the Facility or the Facility Grounds, which activities may be a nuisance or cause property damage or may cause personal injury, or in the event the Renter is in default of any of the terms and conditions herein, the Owner may terminate this Agreement forthwith immediately.
11. The Owner, its directors, officers and agents will not be liable for any theft, loss or damage of property of the Renter, its agents, employees, servants or invitees, however so caused.

12. Animals are prohibited inside the hall at all times with the exception of a working service animal.

13. Payment of rent and damage deposit, as set out page 3, is payable upon execution of the said agreement and waiver. The balance of the rental amount is due on the date of the function and should be provided to the hall manager upon request. The damage deposit will be returned to the renter within 15 days from the date of the function at the address given by the renter as listed.

14. TERMS of CANCELLATION: Cancellation of any function must be made 30 days prior to the booked date or the deposit given will not be returned to the renter.

15. General Provisions: The terms and conditions set forth herein constitute all of the terms and conditions of this Agreement, and there are no terms, conditions, covenants, agreements, representations or warranties, either express or implied, arising between the parties hereto except as expressly set forth herein.

16. This Agreement will ensure to the benefit of and be binding upon the parties hereto, their respective heirs, successors and permitted assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

ROLLY VIEW COMMUNITY ASSOCIATION, by its authorized representative

Per:

Witness _____

RENTER _____

Witness _____

RENTER _____

NOTE: Rent, as agreed upon between owner and renter, is as follows:

NAME OF BOOKING: _____ DATE: _____

Type of Function	Member / Non-Member	Rental Amount	Total Amount Owning
Community Hall - Over 75 (Does not include kitchen. See below for cost of kitchen rental)	Member *	\$400.00	
	Member 2nd day *	\$300.00	
	Non-Member	\$475.00	
	Non-Member 2nd Day	\$375.00	
Community Hall - Under 75 (Does not include kitchen. See below for cost of kitchen rental)	Member *	\$225.00	
	Member 2nd Day *	\$175.00	
	Non-Member	\$300.00	
	Non-Member 2nd Day	\$250.00	
Meetings	Up to 4 hours (1-75 people)	\$100.00	
	Over to 4 hours (1-75 people)	\$125.00	
	Up to 4 hours (75+ people)	\$150.00	
	Over to 4 hours (75+ people)	\$175.00	
	1-hour exercise class (upstairs)	\$35.00	
	1-hour exercise class (downstairs)	\$25.00	
Kitchen		\$100.00	
BBQ		\$100.00	
Corkage	Per person over the age of 2	\$4.00	
Bartender (Prices per bartender)	Up to 6 hours	\$100.00	
	6 to 9 hours	\$150.00	
	Over 9 hours	\$200.00	
Diamonds	Per day	\$85.00	
	Evening	\$40.00	
Concession Booth	Per day	\$100.00	
Church Functions	Add \$100.00 if kitchen rented	\$350.00	
Damage Deposit	Member * / Non-Member	\$400.00	
		Total	

Minus Damage Deposit	Member * / Non-Member	\$400.00	
Amount due at date of function			

* "Member means any person who has purchased a Rolly View Community Membership and who has held the current membership for a period of two (2) years prior to the date of the function. Honorary Members qualify as an Active Member as defined herein."+

Schedule A - Acknowledgment and Waiver

Renters, as defined in the Agreement dated _____, 20_____, herein acknowledge that it is their sole responsibility for obtaining all necessary liquor permits, required licenses and Host Liquor Liability Insurance for the Function, as defined in the Agreement.

It is understood by the Renters, their agents, employees, invitees or contractors that no alcoholic beverages will be consumed on the premises or the surrounding grounds of the Owner, without first obtaining the prior written consent of the Owner.

In the event that the Owner has provided consent to the Renter, their agents, employees, invitees or contractors for alcoholic beverages, of any kind, to be consumed on the premises or on the premises grounds, the Renter acknowledges that it will purchase from a licensed insurance agent or broker a Host Liquor Liability Insurance Policy in an amount not less than \$2,000,000.00, and shall name, as an additional named insured, the Rolly View Community Association and the County of Leduc under such policy. The Renter agrees to provide to the Owner, or its representative, a Certificate of Insurance evidencing the coverage not less than seven (7) days prior to the Function, as defined in the Agreement.

It is further agreed that at all times the Renter, without limitation, indemnify and save harmless the Rolly View Community Association, its directors, officers and agents and the County of Leduc, its councilors, officers, employees, volunteers and all other representatives from and against all liability, claims, actions, losses, costs or damages arising out of actions or omissions of the Renter.

This Waiver/Acknowledgment shall survive the termination and/or expiration of the within Rental Agreement between the Owner and the Renter.

Dated this _____ day of _____ 20_____, at Rolly View, Alberta.

ROLLY VIEW COMMUNITY ASSOCIATION by its authorized representative

Per: _____

RENTER _____

RENTER Acknowledgment:

The Renter acknowledges, by its initials, that alcohol will be served at the Function. _____

The Renter acknowledges, by its initials, that alcohol will NOT be served at the Function. _____

Schedule B - Hall Clean Up Checklist

Renter, as defined in above, herein acknowledges that it is their responsibility for the following:

- removal of all decorations
- leave microphone on bar counter
- wipe all tables and counters
- after wiping tables, place 8 chairs on each table
- do a quick sweep of floor
- take all garbage to the dumpster
- lock main front doors with key from janitor room
- make sure basement is tidied up
- turn off all lights
- turn off water switch by walk in door