

**BROOKVILLE COMMUNITY LEAGUE
COMMUNITY FACILITY RENTAL AGREEMENT**

This Agreement made this day of 2023.

Between:

**BROOKVILLE COMMUNITY LEAGUE
of 53203 Range Road 212, Ardrossan, AB**

(hereinafter referred to as the "Operator")

And

NAME:

ADDRESS:

CELL NUMBER:

EMAIL ADDRESS:

(hereinafter referred to as the "Renter")

1. Term of Rental:
The Renter desires to rent from the Operator the Brookville Community Facility (the "Facility") for _____ (the "Rental Period") and the Operator is in agreement with the Renter using the Facility for the purpose of _____ (the "Function").
2. Rights and Responsibilities of Renter:
The Renter agrees to use the Facility only for the Function as indicated above, during the agreed upon Rental Period.
3. The Renter will, at all times, indemnify and save harmless the Operator, and their directors, officers, volunteers and agents, and Strathcona County (hereinafter referred to as the "Owner"), and their Councillors, directors, officers, employees, contractors, agents and volunteers 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 Operator and their directors, officers, volunteers and agents; or the Owner, and their Councillors, directors, officers, employees, contractors, agents and volunteers, 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 Operator and/or Owner.
4. This Agreement may not be assigned, in whole or in part, by the Renter without the express written authorization of the Operator and 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. Cleaning duties should meet all requirements as outlined in the attached Schedule "C". All garbage must be removed from the Facility and property by the Renter. A charge of \$100.00 will be retained from the damage deposit in the event the garbage is not removed. Any cleaning required following the final walk-through will be discussed with the Renter and charged back to the Renter at a rate of \$50/hour, and this amount will be subtracted from their damage deposit.
6. In the event the Function is to serve or consume liquor, it is the responsibility of the Renter, at its sole cost and expense, to arrange for and ensure that a Host Liquor Liability Certificate of Insurance has been arranged for and forwarded to the Operator within fourteen (14) days of the Function. The Renter agrees that the insurance policy referred to herein will name the Brookville Community League and Strathcona County as additional insured on the said policy as their interest may appear and a severability of interest clause or a cross liability clause.

All policies will contain an undertaking by the insurers to notify the Operator, 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.

7. It is agreed by the Renter that if alcohol is served or consumed, the Renter shall sign and provide to the Operator at the time of execution of this Agreement, an Acknowledgement and Waiver, in the form attached hereto as Schedule "A" Acknowledgement and Waiver.
8. Rights and Responsibilities of the Operator:
During the Function, the Operator will permit the Renter to use the Facility for the purpose indicated above and for no other purpose whatsoever, subject to the terms and conditions set forth herein.
9. The Operator will retain control of the Facility and the Operator 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 Operator 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 Operator and/or the Owner may terminate this Agreement forthwith immediately.
11. The Operator and their directors, officers, volunteers and agents; or the Owner and their Councillors, directors, officers, employees, contractors, agents and volunteers 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. Rental Fee, Damage Deposit and Payment:
The rental fee and damage deposit, as agreed upon between Operator and Renter, is in the form attached hereto as Schedule "B". The rental fee is due at the time the Rental Agreement is signed and is payable by e-transfer to the Treasurer's email address noted on Schedule "B". The damage deposit is due, also payable by e-transfer, before the scheduled Function and this date can be arranged with the Hall Rental Coordinator.
13. 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.

14. This Agreement will inure 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.

NAME
RENTER

BROOKVILLE COMMUNITY LEAGUE, by its authorized representative.

Per: Lisa Sargent

SAMPLE

SCHEDULE "A"
ACKNOWLEDGEMENT AND WAIVER

Renters, as defined in the Agreement dated _____ 2023, herein acknowledge that it is their sole responsibility for obtaining all necessary liquor permits, required licences 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 without first obtaining the prior consent of the Operator and/or the Owner. It is further understood by the Renters, their agents, employees, invitees or contractors that no alcoholic beverages will be consumed on the surrounding grounds, without first obtaining the prior written consent of the Owner.

In the event that the Operator and/or 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 insured, the BROOKVILLE COMMUNITY LEAGUE and STRATHCONA COUNTY under such policy. The Renter agrees to provide to the Operator, or its representative, a Certificate of Insurance evidencing the coverage not less than fourteen (14) days prior to the Function, as defined in the Agreement.

It is further agreed that at all times the Renter will, without limitation, indemnify and save harmless the BROOKVILLE COMMUNITY LEAGUE, and their directors, officers, volunteers and agents; and Strathcona County, and its Councillors, directors, officers, employees, contractors, agents, 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 Operator and the Renter.

Dated this day of 2023, at Strathcona County, Alberta.

NAME
RENTER

BROOKVILLE COMMUNITY LEAGUE, by its authorized representative.

Per: Lisa Sargent

ALCOHOL SERVICE ACKNOWLEDGEMENT

PLEASE SIGN **ONE** OF THE FOLLOWING:

OPTION ONE:

ALCOHOL WILL NOT BE ON PREMISES

The Renter acknowledges, by their signature, that **ALCOHOL WILL NOT BE SERVED** at the Function.

I, _____, acknowledge that, by law, any purchased or homemade alcoholic beverages brought in my guests are not allowed on the premises and no alcohol will be served on the premises.

Renter's Signature: _____ Date: _____

OR

OPTION TWO:

ALCOHOL WILL BE ON PREMISES

The Renter acknowledges, by their signature, that **ALCOHOL WILL BE SERVED** at the Function.

I, _____, acknowledge that, by law, a permit issued by AGLC and liability insurance **MUST** be obtained prior to event in order for alcohol to be served and/or consumed on the premises.

Renter's Signature: _____ Date: _____

SAMPLE

SCHEDULE "B" RENTAL FEES

HALL RENTAL FEES:

Full Day: \$250.00
Weekend: \$600.00
Hourly: \$25.00/hour (5 hour maximum)
Damage Deposit: \$250.00**
Barbeque Rental: \$25.00

The rental fee is due, payable by e-transfer, at the time that the Rental Agreement is signed. Rental fees are non-refundable unless a thirty (30) day notification is provided.

Damage deposit is due, payable by e-transfer, before the scheduled Function. This can be arranged with the Hall Rental Coordinator.

All e-transfers are to be sent to our Treasurer at: karenforbrookville@gmail.com

Rental of Brookville Barbeque - \$25.00/event

FEE AGREEMENT:

Rental Fee: \$	Date Received:
Damage Deposit: \$	Date Received:
Less Deductions: \$	(If any – see attached)
Refund Issued: \$	Date Issued:

** The damage deposit will be returned to the Renter within fourteen (14) days after the Function, providing that all of the Terms of Agreement outlined in Schedule "C" have been adhered to. The damage deposit is subject to any damages or miscellaneous expenses including, but not limited to, use of the Hall's disposable supplies, excess use of utilities, additional cleaning charges, etc., incurred during the rental period. If damages occur that are more than can be covered by the damage deposit, the Renter agrees to either perform the repairs to the satisfaction of the Brookville Community League or pay for the extra damages. **If any evidence of smoking is found in the main hall, kitchen, bathrooms or foyer, the damage deposit will be withheld in full and payment for any additional damages or miscellaneous expenses will be the Renter's responsibility.**

SCHEDULE "C"

FACILITY CLEAN-UP AND SECURITY CHECKLIST

MAIN HALL:

- Ensure that everyone has left the main hall.
- Return tables and chairs to storage area at the right of the stage. Note sign on how to put away.
- Sweep and wash floor using warm water and vinegar provided. Use 1/2 cup vinegar to half bucket of water. **DO NOT USE HOT WATER.**
- Ensure that the wet bar counter is cleaned, and taps are closed.
- Ensure coffee pot is unplugged.
- Trash must be removed from the Hall and property by the Renter.**
- Check that the rear exit door is closed and secure.
- Set the thermostat at 0 in summer and 15 degrees in the winter.
- Turn off all lights. **Please note** that the lights in main hall out in front of the kitchen are on a motion sensor and will shut off automatically after you exit.
- Leave interior foyer doors open and ensure front entry doors are closed and secure.

KITCHEN:

- Turn off, unplug, and clean or wipe down all small appliances. Note: Do not store appliances while they are still warm – leave on counter to cool.
- Wipe off all spills on countertops, stove top, oven, fridge, and coolers.
- Sweep and wash floor using blue handled mop and clean water.
- Trash must be removed from all garbage bins.**
- Check that kitchen exit door is closed and locked.
- Close and secure kitchen window.
- Turn off all lights.

WASHROOMS:

- Ensure that everyone is out.
- Confirm that sinks, counter, mirrors, and toilets are clean, and taps are closed.
- Sweep and wash floor.
- Trash must be removed from all garbage bins.**
- Turn off all lights.

PROPERTY:

- Ensure that any interior hall property is returned indoors.
- Pick up and dispose of any trash on grounds outside and around the Hall.**

**** Please Note: A charge of \$100.00 will be retained from the damage deposit in the event the trash/garbage is not removed.**