

THIS RENTAL AGREEMENT made this _____ day of _____, 20__ A.D.

Rental Agreement Number 20__ - _____

SINGLE EVENT RENTAL AGREEMENT

Between:

DUGGAN COMMUNITY LEAGUE
(hereinafter referred to as "DUGGAN")

-- and --

(hereinafter referred to as the "RENTER")

WHEREAS:

DUGGAN owns and operates a Community Hall Building located at 3728-106 Street, Edmonton, Alberta, and

The RENTER, a not-for profit entity, wishes to use the premises for the purposes and times described in Clause 2.

THEREFORE the parties do agree to the following:

- 1) In this Agreement:
 - a) **"Premises"** means the Duggan Community Hall and its immediate property, owned by DUGGAN, located at 3728 – 106 Street, Edmonton, Alberta.
 - b) **"Event"** means an activity for which the RENTER wishes to use the Premises and as detailed in Clause 2.
 - c) **"Periods of Use"** means the times and dates as listed in Clause 2 for which the RENTER is permitted to use the Premises for the Event as per the terms of this agreement.
 - d) **"Damage Deposit:"** means a deposit made by the RENTER to DUGGAN as detailed in Clause 5, held by DUGGAN as security for the charges over and above the rent, as per this agreement.
 - e) **"Service Provider"** means any person, organization or firm retained by the RENTER to provide services in support of the Event, including, but not limited to, set-up/take down, clean-up, audio-visual, catering, photography, or bar services.
- 2) In consideration of the payment of the rental amount noted herein, and the other charges authorized in this agreement, DUGGAN hereby permits the RENTER to use the Premises or portions thereof as specified in clause 2c.

a) The purpose of the Event being a _____

b) To be held on the following day(s) and time(s):

Date _____, 20__ From: _____ am/pm To: _____ am/pm

Date _____, 20__ From: _____ am/pm To: _____ am/pm

c) Utilize the following portions of the Premises:

<input type="checkbox"/> Main Hall	<input type="checkbox"/> Back Room	<input type="checkbox"/> Courts
<input type="checkbox"/> Kitchen	<input type="checkbox"/> West Wing	<input type="checkbox"/> Rink
<input type="checkbox"/> Bar Area	<input type="checkbox"/> Storage (detail extent/location(s))	

- 3) The RENTER agrees to pay rent to DUGGAN for the use of the Premises by way of money order, cheque or debit/credit card in the amount of \$_____.
- 4) A prepayment of 50% the rent (\$_____) is payable on the Rental Agreement day. The balance of the rent (\$_____) is payable when keys are picked up. Payment may be made with cheque, money order or credit/debit card (cash is not accepted for hall rental payments)
- 5) The RENTER agrees to provide DUGGAN with a cheque or credit/debit card payment for the Damage Deposit in the amount of **\$500** (five hundred).
- a) As enabled to any clauses of this agreement DUGGAN may deduct money from the damage deposit to cover any fees, payments or costs.
- b) Should the Damage Deposit be insufficient to cover the fees, supplemental rent charges, or cost of damage repair as enabled by this Agreement, the RENTER agrees to pay DUGGAN all such monies. DUGGAN shall provide the RENTER an itemized invoice documenting all charges and any outstanding balance.
- c) DUGGAN will return or destroy the cheque for any residual Damage Deposit amount to the RENTER within 5 business days after the date the Event (counting from the first business day following the last date of the Periods of Use).
- 6) The RENTER may request that they, together with a DUGGAN representative conduct an inspection of the facility and equipment prior to commencement of the rental event and identify any damages or other conditions present. A DUGGAN representative will conduct an inspection following the Event and prior to the next scheduled Event, to identify any damages to the facility and equipment arising from the RENTER's use of the Premises. The RENTER may request to be present during this inspection. DUGGAN shall document the nature of any damage found and notify the RENTER, within 2 business days after the last day of the Period of Use, of the nature of the damages found together with the costs associated with damage repairs and/or any assigned fees (as per this agreement) and collect such monies as specified in Clause 5a,b.

- 7) The RENTER agrees to pay DUGGAN additional rent at the rate of \$25.00 for every quarter hour or part thereof, for occupancy of the Premises after the expiry of each Period of Use.
- 8) The RENTER will be given access to the Premises as noted in Clauses 2(b) and 2(c) as follows:
 - a) Keys:
 - i) The RENTER may be given keys to access interior doors of the Premise.
 - ii) The RENTER agrees to drop any keys provided to them in the mail box (outside the hall administrative office) after the Event. Failure to return the key immediately after the end of the last Period of Use (as listed in Clause 2) or authorized clean-up time (Clause 26 b) will result in a charge of **\$30** (thirty) being applied.
 - b) Electronic door fobs:
 - i) The RENTER will be given electronic access fob for access to specific doors. Fobs are to be also returned in the mail box. Failure to return the fob will result in a charge of **\$30** (thirty) being applied.
 - ii) The RENTER understands that fobs are programmed to only be functional for specific dates and times as listed in Clause 2;
 - iii) The RENTER acknowledges that fobs provide door lock release for only 30 seconds after being swiped. To retain the main hall exterior access doors in an unlocked position, the door bar lock must be secured in the open position with the allen key. At NO TIME shall exterior doors be propped open as this permits pests entry to the Premises.
- 9) DUGGAN reserves the right to refuse entry to the Premises or to require the removal from the Premises of any person for any reason.
- 10) The RENTER agrees to the following liquor use requirements:
 - a) All liquor laws of the Province of Alberta will be strictly observed.
 - b) All necessary liquor permits are the sole responsibility of the RENTER and shall be obtained by the RENTER and be visibly displayed in the bar area during the Event. All conditions of the liquor permit will be complied with.
 - c) Any DUGGAN authorized official may require the termination of all alcoholic beverage services at any time for any reason.
 - d) The RENTER must obtain host liquor liability insurance in accordance with the number of guests anticipated to be in attendance.
 - e) Liquor may only be served from the bar and may only be consumed in the main hall. Open liquor is not permitted outside the building.
- 11) The RENTER shall 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 Premises during the Event and any set-up or take-down/clean-up times. The

insurance policy shall provide a minimum coverage amount of \$2,000,000 (two million). The insurance policy shall also provide coverage for contingent liability of DUGGAN on any claims or losses.

- 12) Evidence of valid insurance coverage (general liability and liquor, as the case may be) shall be delivered to DUGGAN **on or before** the date the balance of the rental fee is due.
- 13) If the insurance policies (general liability and liquor, as the case may be) are not delivered to DUGGAN, the event booking will be cancelled. DUGGAN will notify the RENTER by phone or e-mail per contact information of this agreement of the rental booking cancellation.
- 14) The maximum total seating capacity of the Premises (all areas) for the purposes of the RENTER's use is 200 (two hundred). The RENTER agrees to ensure that this capacity is not exceeded. If this capacity is found, at the sole discretion of DUGGAN, to have been exceeded, the RENTER agrees to pay DUGGAN the amount of **\$500** (five hundred) in addition to any fees, penalties or charges that the City of Edmonton may levy.
- 15) The RENTER agrees to the following Rental Agreement payment refund terms:
 - a) If the RENTER fails to use the Premises for any of the Periods of Use DUGGAN will retain full rent as liquidated damages.
 - b) Where the RENTER has given DUGGAN a minimum of 30 (thirty) calendar days written notification (from the first Period of Use) that it will not be using the Premises on the date(s) provided in the notification, the prepayment amount will be refunded, less a processing fee of \$50.
 - c) Where the RENTER has given DUGGAN a written notice to cancel the rental agreement of less than 30 but more than 15 calendar days prior to the first Period of Use, a refund of 50% of the prepayment amount will issued.
 - d) Where the RENTER fails to give DUGGAN a written notice to cancel the rental agreement within 15 days of the first day of the Period of Use, no refund for either the prepayment or rental balance will be provided
 - e) Where the RENTER fails to deliver to DUGGAN copies of their general liability insurance (Clause 11) or host liquor liability insurance (Clause 10d) on or before the date the balance of the rental fee is due, the RENTER agrees to forfeit the 100% of any payments made.
 - f) Where DUGGAN terminates this agreement as per any clause in this agreement, the RENTER agrees that DUGGAN will not refund any payments made.
- 16) The RENTER agrees to reimburse DUGGAN for all cost of repairing any damages (as determined solely by DUGGAN), done to the premises by the RENTER, the RENTER's guests or any person who is on the Premises during the Period of Use, and any Service Provider retained by the RENTER where such costs may be in excess of the Damage Deposit.

- 17) The RENTER agrees that it will indemnify and save harmless DUGGAN, the Edmonton Federation of Community Leagues and the City of Edmonton from any and all liability, loss, or other damage claims or obligations resulting from any injuries or losses of this nature.
- a) Duggan shall not be liable for liability or damage claims for injury to persons or property from any cause relating to the use of the Premises 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 agreement or any extension of such term.
- 18) DUGGAN may terminate this agreement, without notice to the RENTER, if the RENTER contravenes any clause of this Agreement, or the RENTER, any guest of the RENTER, any person who is on the Premises during the Event, or any Service Provider retained by the RENTER, who does any damage to the Premises or does anything that causes liability referred to in Clause 11.
- 19) The RENTER acknowledges that in accordance with City of Edmonton Bylaw 14614, the Premises is a Non-Smoking facility and accepts responsibility to ensure that RENTER, any guest of the RENTER, any person who is on the Premises during the Event or any Service Provider retained by the RENTER does not smoke inside the building or within 5m of any entrance to the building during the Period of Use or any authorized periods as listed in this agreement.
- 20) The RENTER agrees to the following conditions with respect to decorations used for the Event and further agrees to pay a **\$100** fee (in addition to hourly clean up charges as listed herein and any damage deposit amounts used to repair the damage) where any of following conditions have been violated:
- a) All decoration may only be affixed to any of the Premises by means of “painters tape” (provided at no additional charge upon request); the use of another form of tape or adhesive, or the use of any such as, but not limited to, pins, tacks, nails, or staples on any wall or fixture, is prohibited.
 - b) The use of confetti on the Premises is prohibited.
 - c) If candles are used, a container must be kept under each lit candle sufficient will prevent wax from getting onto the floor, tables, or chairs. Where candles are to be used, the general liability insurance (Clause 11) must explicitly enable this activity.
- 21) The RENTER shall restrict use of the Premises to the Event date, time, and nature as stipulated in this agreement, and shall not permit the use of the Premises for any other purpose without the prior, express and written consent of DUGGAN.
- 22) The RENTER shall not use the Premises in any manner that will increase risks covered by insurance on the Premises and result in an increase in the rate of insurance or a cancellation of any insurance policy.
- 23) The RENTER shall not assign or sublease the Premises, or any right or privilege connected with the Premises, or allow any other person except agents and employees of the RENTER to occupy the facility or any part of the Premises without first obtaining the written consent of Duggan. Consent by DUGGAN shall not be 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 immediately terminate this lease agreement unless DUGGAN authorizes otherwise in writing.

- 24) The RENTER shall not to keep, use or sell anything prohibited by any policy of fire insurance covering the facility, and shall comply with all requirements of the insurers applicable to the facility necessary to keep in force the fire and liability insurance.
- 25) The RENTER shall not 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 City of Edmonton and laws of the Province of Alberta and the Dominion of Canada.
- 26) Set up/take down and clean-up is the sole responsibility of the RENTER and shall be conducted during the times and means as stipulated in this section. Clean up requirements are listed in Appendix A.
- a) The RENTER agrees to:
- i) Hire their own set up and clean up contractor according to all terms listed herein,
 - ii) Perform his/her own set up and clean up according to all terms listed herein, or
 - iii) Hire Duggan's set up and clean up contractor (see Clause 29)
- b) Where the RENTER selects either i) or ii) above, the RENTER agrees that:
- set up will start no earlier than _____ am/pm on the ____ day of _____, 201____,
and
clean-up will end no later than _____ am/pm on the ____ day of _____, 201____.
- c) The RENTER agrees that unless set up and clean-up is done by DUGGAN iii) above, that the work will be completed in compliance with the times and dates as listed in Clause 26 b, otherwise DUGGAN may levy an additional rent at the rate of \$25.00 for every quarter hour or part thereof until the work is completed.
- 27) If the RENTER sub-contracts set up/take down and clean-up to their own contractors, the RENTER shall ensure that the terms of Clause 26 when their contractor will be allowed to perform the set up and clean-up are upheld. Furthermore, the RENTER agrees that if their sub-contractor does not comply with the clean-up requirements (Appendix A) DUGGAN will be compensated for the cost of cleaning at the rate of \$50 per hour.
- 28) DUGGAN set up and clean-up is provided at the following rates:
- i) Weekday Periods of Use: \$50.00 per hour (or portion thereof) for set up/take down and clean-up service at a rate of \$30.00 per hour (a 2 hour minimum applies).
 - ii) Weekend Periods of Use: \$150.00 for set up, and a clean-up service at a rate of \$100 for the first hour and \$25 per each additional hour, or portion thereof.
- 29) The Premise is equipped with video surveillance cameras. The RENTER acknowledges that these cameras are recording at all times.

- 30) Any items left behind after the Event will become property of DUGGAN to be disposed of at its sole discretion. Formal arrangements must be made ahead of time if any items are to be left on the Premises after the Period of Use.
- 31) Authorized representatives of DUGGAN have the right to enter the Premises and all parts thereof at any and all times without prior notice to the RENTER.
- 32) Any notice, consent or other communication that is required under this Agreement must be in writing and is effective when delivered by any means, including electronic mail, to the following respective locations:

if to DUGGAN:

Duggan Community League
 PO Box 41041 RPO Yellowbird
 Edmonton, Alberta. T6JK 6M7
 Attention: Hall Rentals
 Email: HallRentals@duggancommunity.ab.ca

if to the RENTER:

Email: _____

THIS AGREEMENT EXECUTED in duplicate on behalf of:

DUGGAN COMMUNITY LEAGUE

The RENTER:

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Booking Date(s): _____

Type of Function: _____

Summary:

<input type="checkbox"/> Kitchen	<input type="checkbox"/> Stage	<input type="checkbox"/> PA System	<input type="checkbox"/> Liquor Permit
<input type="checkbox"/> Catering Service	<input type="checkbox"/> Bar Area	<input type="checkbox"/> Microphone	<input type="checkbox"/> Insurance
<input type="checkbox"/> Dishes	<input type="checkbox"/> Tables/Chairs	<input type="checkbox"/> Small Room	<input type="checkbox"/> Back Room
<input type="checkbox"/> Rink	<input type="checkbox"/> Courts	<input type="checkbox"/> Storage	

Name: _____

Organization: _____

Driver's License #: _____ Other: _____

Address: _____

Phone (Bus) _____ (Res) _____

Prepayment Made: \$ _____ Cheque Money Order Debit/Credit Card

Key pick up: Date: _____ Time: _____ Key # _____ Fob ID _____

Balance of Rent Paid: \$ _____ Cheque Money Order Debit/Credit Card

Key/Fob drop off: in Hall Rental Mailbox after locking the Hall.

Set up required: Yes No **If yes:** \$ _____

Clean up required: Yes No **If yes:** \$ _____ (To be filled out after hourly clean up rate)

Clean up report completed:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	Office Use ONLY
Damage Deposit returned:	<input type="checkbox"/> Yes	<input type="checkbox"/> No	

DUGGAN COMMUNITY LEAGUE

RENTER:

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Duggan Community League
3728-106 Street
PO Box 41041 RPO Yellowbird
Edmonton AB T6J 6M7
Telephone: 780.436.6987

Appendix A

CLEAN UP REQUIREMENTS

1. KEEP ALL DOORWAYS CLEAR AT ALL TIMES.
2. Clean and wipe chairs and put back in the chair/table storage area as follows:
 - a. All chairs are to be stacked in rows, 4 stacks of chairs per row
 - b. The first 2 rows shall contain 11 chairs in each stack
 - c. All remaining stacks will contain 10 chairs each.
3. Clear and wipe tables and put back according to guidelines posted in the hall.
4. Garbage cans (5 in the main hall/kitchen/hallway and 3 in washrooms) must be bagged and thrown in the outside garbage bin in the parking lot.
5. Sweep and mop up obvious spills from floor. Brooms and dustpan are to be found in the chair storage area; a wet mop and mop bucket are to be found in the kitchen next to the fridge for your use.
6. Counters, sinks, fridges, stove and ovens must be left clean.
7. Dishes and cutlery must be washed, rinsed, dried and put neatly back where they belong according to the guidelines posted. Dishes and cutlery must be washed using the installed dishwasher, according to the instructions provided.
8. All decorations the Renter puts up in the Premises must be taken down after the function, with no pieces of tape left on the walls.
9. DO NOT DRAG CHAIRS OR TABLES ALONG THE FLOOR. A \$50 cleanup fee will be charged to remove the marks caused when chairs are not carried or the chair dolly not used.
10. Ensure that all doors are closed are locked.

I/We, on behalf of the RENTER, understand and agree to comply with the above “Clean-up Requirements”

Signature: _____

Print Name: _____

Event/Facility Rental Insurance



Hosting events such as birthday celebrations, weddings, private gatherings and meetings subjects individuals and associations to a variety of liabilities and risks that must be considered to avoid costly litigation or other losses when something goes amiss. Appropriate coverages for these events include General and Host Liquor Liability Insurance, Tenants Legal Liability, and Property/Contents Insurance.

FPB Facility Rental Insurance Policy

An FPB Facility Rental Insurance policy provides protection for situations in which an event holder or renter must defend itself against lawsuits or pay damages for bodily injury or property damage to third parties. When alcohol is served, the policy can also include Host Liquor Liability. Premiums vary depending on the number of people attending the function, and if alcohol is being offered/served at the event.

- An **Additional Insured** endorsement to the policy provides protection to the venue and sponsors of the event. Commonly, facilities and venues require that all parties using the site name them as an Additional Insured on a General Liability policy. In fact, the wording of the required Additional Insured endorsement is often included in the Insurance Requirement section of the Facility Use Agreement signed with the venue.
- **Events & Liquor Liability** coverage is necessary if alcoholic beverages are present at an event or if a liquor license is required to distribute them. You may be held liable during the course of an event by reason of:

- o Causing or contributing to the intoxication of a person
- o Furnishing alcoholic beverages to a person under legal drinking age or under the influence of alcohol
- o Violating any statute, ordinance or regulation relating to the sale, gift distribution or use of alcoholic beverages.

To access the on-line application system just log onto our firm's website at: fpb.ca

- Click on: **Event Insurance** tab;
- Check boxes at top to "**Agree**" to the processing time and privacy policy;
- Click on: "Event Application" icon ;
- Complete application – information instantly populates each field and offers "tool tips" for additional assistance if needed;
- Credit Card payment submitted to and verified through *PayPal*;
- Confirmation of Insurance is emailed to applicant (PDF format certificate – allow one business day for processing).

This program provides a simple and economical solution for the invaluable protection of the renter and facility owner(s).

Provided by Foster Park Brokers Inc.

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