

THIS **RENTAL AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

## **SINGLE EVENT RENTAL AGREEMENT**

(Last updated 5.1.22)

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 NW, Edmonton, Alberta, and;

“**The RENTER**”, either a duly incorporated non-profit or for-profit entity OR a duly-registered DCL Community League member, (as per Yearly Membership conditions published each year by EFCL and DCL), wishes to use the DCL premises for the purposes and during the times described in this agreement;

In this Agreement:

- a) “**Premises**” refers to the Duggan Community Hall and its immediate property, owned and operated by the **DUGGAN COMMUNITY LEAGUE**, located at 3728 – 106 Street NW, Edmonton, Alberta;
- b) “**Event**” refers to an activity for which the **RENTER** wishes to use the Premises, as detailed in this agreement;
- c) “**Periods of Use**” refers to the times and dates as listed in this agreement for which the **RENTER** is permitted to use the Premises for the Event as per the terms of this agreement;
- d) “**Damage Deposit**” refers to a money deposit made by the **RENTER** to **DUGGAN** as detailed in this agreement, held by **DUGGAN** as security for the charges over and above the rent, as per this agreement;
- e) “**AGLC**” refers to the Alberta Gaming and Liquor Commission;
- f) “**EFCL**” refers to the Edmonton Federation of Community Leagues;
- g) “**Service Provider**” refers to 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;

Both parties agree to the following:

### **RENTAL FEE**

- 1) In consideration of the payment of the Rental Fee noted herein, and the other charges authorized in this agreement (such as but not limited to the Damage Deposit), **DUGGAN** hereby permits the **RENTER** to use the Premises or portions thereof as specified in this agreement;
- 2) The **RENTER** agrees to pre-pay a Rental Fee to **DUGGAN** for the use of the Premises by way of debit or credit card in the amount of \$\_\_\_\_\_. Cash, cheque or e-transfers are NOT accepted.
- 3) The **RENTER** shall restrict use of the Premises to the Event date(s), time(s), 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**.

### **DAMAGE DEPOSIT**

- 4) The **RENTER** agrees to return the premises to their pre-rental state after use. As such, set-up/take-down and clean-up are the sole responsibility of the **RENTER** and shall be conducted during the times and means as stipulated in this agreement. Clean-up requirements are listed in Appendix A.
- 5) The **RENTER** agrees to provide **DUGGAN** with a credit or debit card pre-payment for the Damage Deposit in the amount of \$ \_\_\_\_\_ as a Damage Deposit. Cash, cheques or e-transfers are NOT accepted.
- 6) As enabled by this agreement, **DUGGAN** may deduct money from the Damage Deposit to cover any fees, payments or costs as the result of damages caused to the Premises and/or as a result of violating clauses in this agreement (included but not limited to Appendix A). The assessment of these amounts is at the sole discretion of **DUGGAN**.
- 7) More specifically, the **RENTER** agrees that if it does not comply with the clean-up requirements (Appendix A), **DUGGAN** will be compensated for the cost of cleaning at the **rate of one hundred dollars (\$100.00) per hour**. This amount will be assessed against the Damage Deposit.
- 8) As enabled by this agreement, should the Damage Deposit be insufficient to cover clean-up and/or repairs done to the premises by the **RENTER** or by the **RENTER's** guests or by any person who is on the Premises during the Period of Use (also including any Service Provider retained by the **RENTER**), the **RENTER** agrees to pay **DUGGAN** all such monies. In such cases, **DUGGAN** shall provide the **RENTER** an itemized invoice documenting all charges and any outstanding balance.

- 9) **DUGGAN** will return any residual Damage Deposit amount to the **RENTER** within ten (10) business days after the date the Event (counting from the first business day following the last date of the Periods of Use).
- 10) The **RENTER** may request in advance that it, 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 pre-existing conditions.
- 11) A **DUGGAN** representative will conduct an inspection following the Event and prior to the next scheduled Event, to identify and report to the Hall Manager (or his/her designate) any damages to the facility and/or to the equipment arising from the **RENTER's** use of the Premises (or from parties under his/her responsibility).
- 12) The **RENTER** may request to be present during this inspection. **DUGGAN** may document the nature of any damage found and will notify the **RENTER**, within two (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 this agreement.
- 13) The **RENTER** agrees to vacate the premises **NO LATER than 2:30 AM**. This deadline includes time to clean up the premises as per Appendix A.

**Please make note that occupying DUGGAN premises outside of the agreed dates/times constitutes TRESPASSING and will be treated as such.**

## **EVENT DETAILS**

- 14) The purpose of the Event being a \_\_\_\_\_ ,  
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.

and to utilize the following equipment and/or amenities **(Please check)**.

Main Hall & stage <input type="checkbox"/>	Roger Soderstrom Room <input type="checkbox"/>	Basketball courts <input type="checkbox"/>	Main Hall Kitchen <input type="checkbox"/>
Skating rink <input type="checkbox"/>	Skate Shack <input type="checkbox"/>	Bar (adjacent to Main Hall kitchen) <input type="checkbox"/>	Audio-Visual system <input type="checkbox"/>
Tables and chairs <input type="checkbox"/>	Dishes, utensils <input type="checkbox"/>	Other (name):	

## **FACILITY ACCESS**

15) The **RENTER** will be given access to the Premises as noted in Clause 14 as follows:

a) Keys

i) The **RENTER** may be given a key(s) to access interior doors of the Premises (See Event Summary in this agreement).

ii) After the event, the **RENTER** agrees to drop off any and all keys provided to them in the designated mailbox (outside the hall's administrative office at 3728-106 St. NW). Failure to return all keys immediately after the end of the last Period of Use or authorized clean-up time will result in a charge of fifty dollars (**\$50.00**) being applied. This amount will be assessed against the Damage Deposit.

b) Electronic door fobs

i) The **RENTER** may be given electronic access fob(s) for access to specific doors. Fobs are to be returned in the designated mailbox (outside the hall's administrative office at 3728-106 St. NW) after the Event. Failure to return all such fobs after the end of the last Period of Use or authorized clean-up time will result in a charge of fifty dollars (**\$50.00**) being applied. This amount will be assessed against the Damage Deposit.

ii) The **RENTER** understands that fobs are programmed to only be functional for specific dates and times as listed in this agreement.

iii) The **RENTER** acknowledges that fobs provide door lock release for only thirty (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 provided.

iv) AT NO TIME shall exterior doors remain propped open.

16) **DUGGAN** reserves the right to refuse entry to the Premises or to require the removal from the Premises of any person for any reason.

**LIQUOR LICENSE** (when applicable). **Note:** *All licenses are non-transferable and are NOT valid if based on false information.*

17) The **RENTER** agrees that:

a) All Province of Alberta Liquor Laws must be strictly observed and enforced by the **RENTER**. It is the responsibility of the **RENTER** to know, observe and enforce those laws.

b) An appropriate AGLC event Liquor permit/license, as required under this agreement, is the sole responsibility of the **RENTER** and shall be obtained by the **RENTER** prior to the Event, provided to **DUGGAN** and visibly displayed in the bar area during the Event. As such, the **RENTER** must obtain Host Liquor liability insurance in accordance with the number of guests anticipated to be in attendance.

c) Liquor may only be served from the bar and may only be consumed in the main hall. Open liquor is not permitted outside the rented building.

d) Any authorized **DUGGAN** official/representative may require the termination of all alcoholic beverage service at any time for any reason.

e) **If the appropriate/valid Liquor License is not delivered to DUGGAN prior to the event, the keys and fobs will not be released to the RENTER** and consequently, the event booking will be cancelled. **DUGGAN** will notify the **RENTER** by phone or e-mail (as per contact information of this agreement) of the rental booking cancellation. Such a cancellation will be deemed to have been caused by the **RENTER**.

**EVENT INSURANCE** (always applicable). *Note: All insurance policies are non-transferable and are NOT valid if based on false information.*

18) The **RENTER** agrees to:

a) Obtain appropriate commercial General Liability insurance coverage to protect against liability potentially arising from various claims through public use of or potentially arising from accidents occurring in or around the Premises during the Event and any set-up/take-down/clean-up times.

b) Provide a valid copy of an appropriate insurance policy that shall provide a minimum coverage amount of \$2,000,000 (two million), specifically naming **DUGGAN** as an additionally insured party. The insurance policy shall provide coverage for contingent liability of **DUGGAN** on any claims or losses.

c) Deliver the above-mentioned valid copy of its **insurance policy to DUGGAN prior to the event, otherwise the keys and fobs will not be released to the RENTER** and consequently, the event booking will be cancelled. **DUGGAN** will notify the **RENTER** by phone or e-mail (as per contact information of this agreement) of the rental booking cancellation. Such a cancellation will be deemed to have been caused by the **RENTER**.

d) Not use the Premises in any manner that will increase risks covered by insurance on the Premises and result in an increase in the insurance rate or in a potential cancellation of any insurance policy.

e) Not 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.

19) The maximum number of occupants on the Premises (for all indoor areas and at all times under this agreement) is **200 (two hundred)** people. 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 automatically forfeits its entire Damage Deposit.**

## **REFUNDS & CANCELLATIONS**

20) The **RENTER** agrees to the following Rental Agreement payment refund terms:

a) If the **RENTER fails to use the Premises** for any of the agreed-to Periods of Use, **DUGGAN will retain full rent** as liquidated damages.

b) Where the **RENTER** has given **DUGGAN a minimum of thirty (30) 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 pre-payment amounts which were collected, will be refunded in full, less a processing fee of fifty dollars (\$50.00).**

c) Where the **RENTER** has given **DUGGAN** a written notice to cancel the rental agreement **less than thirty (30) but more than fifteen (15) calendar days prior** to the first Period of Use, **a refund of 50% of the pre-payment amount will issued.**

d) Where the **RENTER** fails to give **DUGGAN** a written notice to cancel the rental agreement **within fifteen (15) days** of the first day of the Period of Use, the **RENTER** will forfeit all pre-paid amounts, except for the **Damage Deposit, which will be refunded in full.**

e) Where the **RENTER** fails to deliver **DUGGAN** with appropriate/valid copies of their General Liability insurance or Host Liquor license prior to the Event, **the RENTER will forfeit 100% of any payments made, except for the Damage Deposit, which will be refunded in full.**

f) **DUGGAN** has the right to cancel any Hall Rental for any reason, at any time. In all cases, the **RENTER** will be notified either by e-mail or phone and all pre-paid amounts will be refunded to the **RENTER.**

## **OTHER LIABILITIES, CLAIMS**

21) The **RENTER** agrees that it will indemnify and save harmless **DUGGAN** and its officers and employees, the Edmonton Federation of Community Leagues (EFCL) 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.

22) **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** (or parties under his/her responsibility), including but not limited to 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.

23) The **RENTER** acknowledges that in accordance with the applicable section of the City of Edmonton's By-Law #14614, the **DUGGAN** Premises are Non-Smoking and, as such, the **RENTER** accepts responsibility to ensure that the **RENTER** itself, 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 ten (10) meters of any entrance to the building during the Period of Use or any authorized periods as listed in this agreement.

24) The **RENTER** agrees to the following conditions with respect to decorations used for the Event and further agrees to be assessed all estimated costs of repairs or clean-up as of result of violating the following against the Damage Deposit where any of following conditions have been violated:

a) Decorations may only be affixed to any of the Premises by means of "painter's tape"; 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 to prevent wax from getting onto the floor, tables, or chairs. Where candles are to be used, the general liability insurance must explicitly enable this activity.

d) Animals are prohibited from the premises unless they are a certified service animal or a registered emotional support animal.

25) The **RENTER** shall not assign or sub-lease 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, sub-lease or occupation by other persons. Any unauthorized assignment, sub-lease, or license to occupy by the **RENTER** shall be void and shall immediately terminate this lease agreement unless **DUGGAN** authorizes otherwise in writing.

26) 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 City of Edmonton By-Laws and laws of the Province of Alberta and the Dominion of Canada.



## **COVID-19**

27) By signing this rental agreement, the **RENTER** recognizes and assumes all risks specific to organizing events and activities during the COVID-19 pandemic.

28) The **RENTER** agrees to follow all Government of Alberta (Alberta Health Services) and City of Edmonton's public health orders and By-Laws in effect during the rental period. Failure to fully comply may result in the rental being cancelled or shut down by an authorized **DUGGAN** representative.

## **SECURITY**

29) The Premises of **DUGGAN** Community League are equipped with 24-hour video surveillance cameras. The **RENTER** acknowledges that these cameras are recording at all times.

30) The **RENTER** assumes full responsibility for the conduct of all people at the hall during his event and will ensure that orderly conduct is maintained both inside and outside of the hall. The **RENTER** is responsible for providing supervision and security for its event. **DUGGAN** recommends a minimum of 1:50 supervision ratio.

31) Any items left behind after the Event will become property of **DUGGAN** to be disposed of at its sole discretion, unless claimed by the **RENTER up to fifteen (15) calendar days following completion of its event.**

32) Authorized representatives of **DUGGAN**, of the EDMONTON POLICE SERVICE (Agent Status) and of any **DUGGAN**-assigned third-party Security Service, have the right to enter the Premises and all parts thereof at any and all times without prior notice or authorization to the **RENTER.**

33) An authorized third-party Security Service (assigned by **DUGGAN**) may be assigned to patrol any event held on **DUGGAN** premises. The **RENTER** acknowledges and accepts that said Security Service may freely access the **DUGGAN** premises at any time, conduct its own reconnaissance of the premises and report its findings to the EPS (Edmonton Police Service) and **DUGGAN** authorized representatives, if deemed appropriate.

34) Any additional charge incurred by **DUGGAN** as a result of the need for an authorized third-party Security Service (assigned by **DUGGAN**) will be assessed against the **RENTER's** Damage Deposit.



35) 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

3728-106 Street NW. / PO Box 41041 RPO Yellowbird, Edmonton, AB, T6J-6M7

Telephone: 780.436.6987

E-mail: [HallRentals@mydcl.ca](mailto:HallRentals@mydcl.ca)

if to the **RENTER:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

THIS AGREEMENT EXECUTED on behalf of:

**DUGGAN COMMUNITY LEAGUE**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

**The RENTER**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

## EVENT SUMMARY

Event Date(s): \_\_\_\_\_

**RENTER'S NAME:** \_\_\_\_\_

CERTIFICATE OF INCORPORATION # (if applicable): \_\_\_\_\_

**RENTER'S REPRESENTATIVE:** \_\_\_\_\_

Driver's License # or other Government ID: \_\_\_\_\_

Address: \_\_\_\_\_

Phone (Cell): \_\_\_\_\_ E-mail: \_\_\_\_\_

**Alcohol served ?**      ☐ Yes ☐ No      **Food served ?**      ☐ Yes ☐ No

**Admission charged ?**      ☐ Yes ☐ No      **Will security be provided by RENTER ?**      ☐ Yes ☐ No

**RENTAL FEE:**      ☐ Debit      ☐ Credit Card      Date paid: \_\_\_\_\_ Rcpt #: \_\_\_\_\_

**DAMAGE DEPOSIT:** ☐ Debit      ☐ Credit Card      Date paid: \_\_\_\_\_ Rcpt #: \_\_\_\_\_

**FOB #:** \_\_\_\_\_      **Keys:**      ☐ Yes ☐ No

**Clean-up report completed:**      ☐ Yes ☐ No

**Damage Deposit returned**      ☐ Yes ☐ No

**OFFICE USE ONLY**

**DUGGAN COMMUNITY LEAGUE**      **RENTER:**

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_ Print Name: \_\_\_\_\_

This information is being collected in accordance with the Digital Privacy Act and will be used for the purposes of renting the DCL Community Hall. Information collected will be retained for a period of two (2) years after the event rental. Information may be shared with members of the Edmonton Police Service if required as a result of their attendance at the Community League hall with respect to this event but is protected by the privacy provisions of the Digital Privacy Act.

RENTER's Initials: \_\_\_\_\_

## APPENDIX A

### **CLEAN-UP REQUIREMENTS**

**RENTERS** are required to perform their own set-up and clean-up as per the requirements listed below. Clean-up must be completed immediately after the event and inside the agreement timeframe. A Broom and dust-pan can be found in the chair storage area; a wet mop and mop bucket can be found in the kitchen next to the fridge.

**Failure to comply with these guidelines will result in charges being assessed against the Damage Deposit as per this Agreement.**

1. **KEEP ALL DOORWAYS CLEAR AT ALL TIMES.**
2. **Clean and wipe chairs** and put back in the chair/table storage areas 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. **Empty garbage cans** (in the main hall/kitchen/hallway/washrooms). Garbage **must be bagged and thrown** in the outside garbage bin in the parking lot. If the garbage bin is locked, lift bin flaps to dump garbage. If the bin is full, leave the garbage bags along the back of the garbage bin.
5. **Pick up** the garbage around outside of the hall, resulting from your event.
6. **Sweep and mop up obvious spills** from floor.
7. **Clean** counters, sinks, fridges, stove and ovens.
8. **Wash dishes and cutlery.** Rinse, dry and put neatly back where they belong according to the guidelines posted. Dishes and cutlery may be washed using the installed dishwasher, according to the instructions provided.
9. **Take down all decorations in the Premises** after the function, with no pieces of tape left on the walls.
10. **Close, latch and lock all doors** prior to vacating the premises.
11. **Remove all belongings as well as food and drink** items from the kitchen area.
12. **Remove** mud, debris or snow on entrance carpets.

**NOTES:**

- \* NO SMOKING INSIDE THE HALL PREMISES**
- \* NO CONFETTI ALLOWED**
- \* DO NOT DRAG CHAIRS OR TABLES ALONG THE FLOOR**

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

Signature of **RENTER**: \_\_\_\_\_

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](http://fpb.ca)

- 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.

- Click on: **Event Insurance** tab; · Check

boxes at top to "**Agree**" to the

processing time and privacy policy;

This Coverage Insights is not intended to be exhaustive nor should any discussion or opinions be construed as legal advice. Readers should contact legal counsel or an insurance professional for appropriate advice. © 2011-2013 Zywave, Inc. All rights reserved.