

RENTAL AGREEMENT

MINERS MEMORIAL PARK

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

BETWEEN:

THE TOWN OF COALHURST

&

(facility user)

(address)

Phone _____(home)_____work

BOOKING DATE: _____

OBLIGATIONS OF THE FACILITY OWNER

1. The Town of Coalhurst shall make available the Facilities and provide the Services on the Event Date at the times, at the price and in the manner specified in Schedule "A"

OBLIGATIONS OF THE USER

The User shall:

1. upon signing this Agreement, pay to the Town of Coalhurst the applicable Deposit for the booking of the ball diamonds, soccer fields or outdoor arena. This deposit may be subject to a refund upon cancellation.
2. use the Facilities and the Services only for the purposes of the Event;
3. pay any amount outstanding to the Town of Coalhurst fourteen (14) days prior to the booking date;
4. obtain all necessary licenses, permits (including, but not limited to permits issued by the Alberta Liquor and Gaming Commission) and authorizations reasonably necessary to permit the use of the Facilities for the Event and shall carry out all activities reasonably necessary to maintain such licenses, permit and authorizations in good standing; () **Please Initial**
5. produce and post all necessary permits. No liquor will be permitted on the ball diamonds, soccer fields or outdoor arena. () **Please Initial**
6. provide its own security relating to the use of the Facilities. Special security requirements are in writing and attached as "Schedule B". () **Please Initial**

7. abide by and shall cause its agents, servants, employees and invitees to abide by and comply with all laws, bylaws, rules and regulations of every municipal, provincial, federal or other competent authority or of the Town of Coalhurst which in any manner relate to or effect the Facilities or the use thereof;
8. if requested by the Town of Coalhurst, require its participants, entrants or their invitees to sign releases in a form satisfactory to the Town of Coalhurst, in its sole discretion. The requirement for releases will be requested on Schedule "B".
9. be responsible for its own set up and take down prior to and after the Event.
10. return the Facilities to the Town of Coalhurst upon the completion of the Event in the condition in which it was found prior to this Agreement, excepting reasonable wear and tear. Keys are to be returned to the Town Office upon completion of booking. Keys may be placed in the night deposit if the Town Office is closed.
11. any litter is to be picked up and placed in the receptacles provided. If the facilities are not cleaned by the booking party, to the satisfaction of the Town, costs to the Town for clean-up shall be deducted from the deposit. Clean-up exceeding the deposit shall be paid by the booking party. () **Please Initial**

ADDITIONAL AGREEMENTS

1. Use of the Facilities shall be confined to the area(s) stated on Schedule "A". All changes must be made through the Town Office prior to the booking date. () **Please Initial**
2. The Town of Coalhurst shall not be liable for any theft, loss or damage of, to or from the persons or property of the User, its agents, employees, servants or invitees, howsoever caused. () **Please Initial**
3. Use of the Facilities shall be completed by 11:00 p.m. with the exception of Friday and Saturday evenings where the time will be extended to 12:00 Midnight. () **Please Initial**
4. If any term of this Agreement is breached, the Town of Coalhurst shall have the right to terminate this Agreement forthwith and without any notice whatsoever require the User to vacate the Facilities forthwith and any charges for the use of the Facilities and for the provision of the Services shall be in no way be reduced or abated and the User shall remain liable for the full amount thereof. () **Please Initial**
5. Notwithstanding any provision contained herein to the contrary, the Town of Coalhurst has the right to cancel this Agreement at any time whatsoever if, in the opinion of the Town of Coalhurst, the performance or continued performance of this Agreement would or could result in damage to the real or personal property of the Town of Coalhurst or if to allow such performance or continued performance of this Agreement would otherwise be dangerous or unsafe.
6. Should the Town of Coalhurst be rendered incapable of performing its obligations hereunder by reason on any statute, law, order or regulation or for any other reason beyond its reasonable control, the Town of Coalhurst shall be relieved from the fulfilment of such obligations and the User shall not be entitled to any compensation whatsoever.
7. The User has inspected the Facilities and has satisfied itself that the Facilities are suitable for the Event and that there have been no promises, representations, warranties or undertakings given by the Town of Coalhurst with respect to the Facilities or Services except as are expressly set forth herein. () **Please Initial**
8. The Deposit may be applied to any charges, expenses, damages, indemnities or taxes properly due and payable to the Town of Coalhurst hereunder. () **Please Initial**

9. No vehicles are to be parked inside of the quad ball diamonds, soccer fields or outdoor area. Vehicle access to drop off equipment is permissible. () **Please Initial**
10. All no shows (users who do not show up to use the facility they have booked) will be charged the regular rental rate. Suspensions of further bookings may occur. () **Please Initial**

INDEMNITY

The User assumes the entire responsibility and liability for losses, expenses (including legal expenses on a solicitor and his own client basis), damages, demand and claims based on any injury or alleged injury to persons (including sickness and death) or damage or alleged damage to property (whether such property be the property of the Town of Coalhurst or property of third parties) sustained or alleged to have been sustained, in any way connected with the use of or proximity to the Facilities and Services by the User, its employees, agents, servants and invitees.

The User agrees to indemnify and hold harmless the Town of Coalhurst, its agents, servants and employees from and against the same and from any against any and all damages, demands, claims and expenses (including legal expenses on a solicitor and his own client basis) made by any third party against the Town of Coalhurst arising directly or indirectly from any injury or damage or alleged injury or alleged damage of other matter relating to this Agreement. The User further agrees to defend any suit or action brought against the Town of Coalhurst, its agents, servants or employees, or any of them arising out of activities to collect or attempt to collect any monies properly due to the Town of Coalhurst pursuant to the Agreement.

IN WITNESS WHEREOF the parties have set their hands of their proper officers in their behalf on the day and year first above written.

TOWN OF COALHURST

PER: _____

WITNESS

FACILITY USER

PER: _____

PER: _____

SCHEDULE "A"

1. The Town of Coalhurst agrees to make available the Facilities and to provide the Services as described below on the date, at the times, at the price, and in the manner specified:

<u>DESCRIPTION</u>	<u>CHARGES</u>
(a) David A Veres Social Area	_____
(b) Ball Diamonds	
#1	_____
#2	_____
#3	_____
#4	_____
(c) Soccer Fields	
#1	_____
#2	_____
#3	_____
 SUBTOTAL CHARGES	 \$ _____
G.S.T.	\$ _____
DEPOSIT	\$ _____
TOTAL CHARGES	\$ _____
LESS PAID	\$ _____
BALANCE OWING	\$ _____

The booking date shall be _____, 20_____ commencing at _____A.M./P.M.

This personal information is being collected under the authority of the Town of Coalhurst for the renting of Town owned facilities. It is protected by the privacy provisions of the Freedom of Information and Protection of Privacy Act. For more information contact the Town of Coalhurst FOIP Coordinator at 381-3033.

() Please Initial

