

RENTAL AGREEMENT

COALHURST & DISTRICT COMMUNITY CENTRE

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 Deposit;
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. All liquor permits must be shown to the caretaker before the function begins. () **Please Initial**
6. provide its own security relating to the use of the Facilities. Special security requirements will be 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;
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.

ADDITIONAL AGREEMENTS

1. Use of the Facilities shall be confined the area(s) stated on Schedule "A". All changes must be made through the Town Office prior to the booking date.
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 2:00 A.M. Any bookings exceeding the 2:00 A.M. deadline will be charged One Dollar (\$1.00) per minute. The additional fee shall be deducted from the damage deposit. () **Please Initial**
4. If any term of this Agreement is breached, the Town of Coalhurst shall have the right to terminate this Agreement forthwith 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 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. The User will ensure all doors are kept closed after midnight. As the Facility is located within a residential area the User will cause it agents, participants, entrants or invitees to conduct themselves in a quiet, orderly fashion when leaving the premises. () **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: _____

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.

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) Wedding Package includes Mainhall, Kitchen and Ron Coombes Room	_____
(b) Ron Coombes Room & Kitchen	_____
(c) Ron Coombes Room	_____
(d) Kitchen	_____
(e) Mainhall	_____
(f) Ted Eiriksson Room (NON SMOKING)	_____
(g) Ted Eiriksson Room & Kitchen	_____
 SUBTOTAL CHARGES	 \$ _____
G.S.T.	\$ _____
DEPOSIT	\$ _____
TOTAL CHARGES	\$ _____
LESS PAID	\$ _____
BALANCE OWING	\$ _____

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

() Please Initial

COALHURST & DISTRICT COMMUNITY CENTRE

RENTAL POLICIES

BOOKING/RENTAL FEES

1. No booking will be confirmed until the damage deposit is paid.
2. One half of the booking fee will be refunded on cancellations received up to two weeks prior to the booking date. (Special circumstances can be appealed by writing a letter to Council explaining the reason for the cancellation.)
3. Balance of rental must be PAID IN FULL 14 DAYS PRIOR to function.
4. Damage deposit will be refunded as soon as possible after the condition report on the facilities is received by the office.

RESPONSIBILITIES OF RENTERS

1. The facilities will be inspected by the Caretaker and one member from the user group prior to the function. You will be asked to sign a waiver indicating the facilities are in satisfactory condition at the time of your booking.
2. Decorating can be done only with the approval of the Caretaker. Removal of the decorations are the responsibility of the renters.
3. The consumption of alcoholic beverages is permitted in the Centre provided a permit is acquired by the user group and posted in accordance with the Alberta Liquor Control Board regulations and that all regulations are strictly adhered to. When serving liquor the bar is to close at 1:00 A.M. No extensions will be given.
4. User groups are responsible for arranging their own catering. Supplies can be stored in the Centre subject to the availability of space.
5. Any foodstuff or other goods left in the Centre will be disposed of after 48 hours.
6. All bookings must be cleaned up and out of the centre no later than 2:00 A.M. Bookings exceeding this time will be charged an additional fee of \$1.00 for every minute. The additional fee will be deducted from the damage deposit.

7. Conditions of security may be set by the Council, as required from time-to-time, depending upon the nature of the function.
8. After the function, in the case of any damage or untidiness the Caretaker will call in a member of Council and if possible a representative of the user group to assess liability.

CONDITION OF CENTRE

The Caretaker will:

1. Arrange for a suitable time for decorations, etc. to be brought in and set up.
2. Provide a clean area for your function.
3. Insure a sufficient supply of tea towels, dishwasher soap, detergent and trash bags are available.
4. After the function the Caretaker will:
 - a. Clean washrooms and take out washroom garbage
 - b. Sweep, vacuum and wash floors
 - c. Wash any tea towels used

In general, will assure the Centre is clean and well supplied for your function and do the major cleanup afterwards.

BEFORE YOU LEAVE

1. Leave the area in a reasonably clean and orderly condition.
2. Clean and wipe off all tables.
3. Clean and put away dishes, cutlery, ashtrays, etc. used at your function.
4. If the pop cooler is used, clean and put away.
5. Mop up bad spills on dance floor when they occur. (Please do not wash the hardwood floor in the main hall with water).

6. Take out foodstuff garbage. There is a container for this purpose outside the kitchen door to the left alongside the building.
7. If you use the grill, clean it and the grease tray on the side. The Caretaker will make sure you know how.
8. Remove any decorations.
9. Return tables to their original placement.
10. If you are leaving earlier than planned, please telephone the Caretaker so she can lock up after you. UNDER NO CIRCUMSTANCES LEAVE THE CENTRE UNLOCKED.

We ask that you leave the facility in a reasonably clean and tidy condition, leaving the major cleaning to the Caretaker.

SHOULD YOU HAVE ANY QUESTIONS OR COMPLAINTS IN REGARDS TO THESE POLICIES OR THE OPERATION OF THE COALHURST & DISTRICT COMMUNITY CENTRE WE SUGGEST YOU CONTACT THE TOWN OFFICE AT 381-3033.

CARETAKER

Mathew Entz 634-4660 (cell)