

COALHURST & DISTRICT COMMUNITY CENTRE RENTAL AGREEMENT

THIS AGREEMENT MADE THIS _____ DAY OF _____, 20____ BETWEEN:

THE TOWN OF COALHURST

&

(Facility User)

(Address – Where you want the Damage Deposit returned to)

PHONE: (home) _____ (work) _____ (cell) _____

EMAIL: _____

BOOKING DATE: _____ **PICK UP KEYS BY:** _____

THE TOWN OF COALHURST SHALL:

1. Make available the Facilities and provide the services on the event date at the time, price, and in the manner specified within the Agreement.

THE FACILITY USER SHALL:

1. **Pay the full deposit** to the Town of Coalhurst before the Agreement is valid;
2. **Pay any outstanding amounts fourteen (14) days prior** to the booking date or the **booking may be voided**;
3. Use the facilities and services **only for the purposes of the event**;
4. **Abide by and cause its agents, servants, employees, and invitees to comply with conditions outlined** in this Agreement;
5. Be responsible for their own **set up and return of the facilities to their condition** in which they found it prior to this agreement (excepting reasonable wear and tear);
6. **Obtain all necessary licenses/permits** (including, but not limited to permits issued by the Alberta Liquor and Gaming Commission) **and post them during the event and adhere to all regulations** that apply. **Bar is to be closed no later than 1:00am.**
7. 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.
8. **Adhere to and sign off on all items on the “Check List Before Leaving”** found on Schedule A. If these items are not followed, the **user may lose their damage deposit, or a portion**, and may be **required to pay** for any additional clean-up time, costs, or repairs if applicable and exceeds the damage deposit amount.

CARETAKER NUMBER – (403) 634-4660 (MATHEW/ROSA)

PLEASE INITIAL ()

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ADDITIONAL TERMS:

1. **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 and 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.
2. **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.
3. **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.
4. **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 fulfillment of such obligations and **the user shall not be entitled to any compensation** whatsoever.
5. Use of the facilities shall be confined to the area(s) stated below in the cost summary. **All changes must be made through the Town Office** prior to the booking date.
6. **One half of the booking fee will be refunded on cancellations received up to two weeks prior to the booking date.**
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.
8. Damage Deposit will be refunded after the condition report has been received by the Office.
9. **Use of the Facilities shall be completed by 2:00 A.M.** Any bookings exceeding this deadline will be charged **\$100.00 per hour** or portion thereof. The additional fee shall be deducted from the damage deposit.

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10. **The deposit may be applied to any charges, expenses, damages, indemnities, or taxes** properly due and payable to the Town of Coalhurst hereunder.
11. **Any foodstuff or other goods left in the Centre will be disposed of after 48 hours.**
12. **The user will ensure all doors are kept closed** 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. Total **deposit may be forfeited if there is a valid noise complaint** received by the Town of Coalhurst.
13. User groups are **responsible for providing their own catering**. Supplies can be stored in the Centre subject to the availability of space.
14. The Town will provide a sufficient supply of tea towels, dishwasher soap, detergent, and trash bags.

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COST SUMMARY

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

| <u>DESCRIPTION</u> | <u>CHARGES</u> |
|--|-----------------------|
| a) Complete Centre (Main Hall, Kitchen, & Ron Coombes Room) ----- | \$ _____ |
| b) Ron Coombes Room & Kitchen ----- | \$ _____ |
| c) Ron Coombes Room ----- | \$ _____ |
| d) Kitchen ----- | \$ _____ |
| e) Main Hall ----- | \$ _____ |
| f) Ted Eiriksson Room ----- | \$ _____ |
| SUBTOTAL CHARGES ----- | \$ _____ |
| G.S.T. ----- | \$ _____ |
| DEPOSIT ----- | \$ _____ |
| TOTAL CHARGES ----- | \$ _____ |
| LESS PAID ----- | \$ _____ |
| BALANCE OWING ----- | \$ _____ |

THE BOOKING DATE SHALL BE _____, 20____ FROM _____ AM/PM to _____ AM/PM

Indemnity

The Facility 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, it's employees, agents, servants, and invitees. The user agrees to indemnify and hold harmless the Town of Coalhurst, its employees, agents, servants, and invitees 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 employees, agents, servants, and invitees arising out of activities to collect or attempt to collect any monies properly due to the Town of Coalhurst pursuant to the Agreement. By signing below, I understand and agree to these and all other terms found within the Rental Agreement.

Facility User

Witness

Town of Coalhurst

Date

*****DO NOT USE DUCT TAPE, NAILS, SCREWS, ETC. ON WALLS OR FLOOR*****

*****PLEASE DO NOT DRAG TABLES AND CHAIRS WHEN MOVING THEM*****

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SCHEDULE A – CHECK LIST BEFORE LEAVING

(PLEASE PLACE ON THE CHECK LIST CLIP BOARD BEFORE YOU LEAVE)

In order to have your damage deposit returned, the following things must be done before you leave:

| <u>THINGS TO DO</u> | <u>PLEASE CHECK</u> |
|---|----------------------------|
| - Clean and wipe off all tables and chairs -----> | _____ |
| - Clean and put away all dishes, cutlery, etc. that were used at your function -----> | _____ |
| - Clean up large messes/spills when they occur (Kitchen, Bathroom, Main Hall, etc.) Water may Damage the Hardwood Floors! -----> | _____ |
| - Remove blackmarks from floor -----> | _____ |
| - Take out Garbage Bags and place in bin outside -----> | _____ |
| - Remove any decorations, food, or other personal items from the building (anything left and not claimed will be disposed of after 48 hours) -----> | _____ |
| - Clean the grill/grease tray if used -----> | _____ |
| - Return tables/chairs to their original placement (see diagram on main hall wall) -----> | _____ |
| - Ensure all doors are locked -----> | _____ |
| - Return your keys to the Town Office Drop Box (if not returned, there will be a \$20 fee) -----> | _____ |

I have completed all of the above items in order to have my damage deposit returned. If upon inspection, these things have not been completed, I understand that I may not have my full damage deposit refunded, as mentioned in the signed rental agreement.

Facility User

Date

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