

MINERS MEMORIAL PARK 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: _____ EMAIL: _____

BOOKING DATE: _____

****Pick up keys by 4:00PM at the Social Area on the nearest open business day prior to your booking****

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 with 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 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. **Obtain necessary licenses/permits and post them** during the event and adhere to all regulations that apply. **No liquor will be permitted on the ball diamonds, soccer fields, or outdoor area.**
5. Provide their own security, if needed, relating to the use of the facilities.
6. **Abide by and cause its guests to comply with conditions outlined** in this agreement;
7. Be responsible for their own **set up and return the facilities to their condition** in which they found it (excepting reasonable wear and tear);
8. **Clean up large messes and remove all personal items from the area.** The user may lose their **damage deposit** and also 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 ()

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 (403) 381-3033.

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ADDITIONAL AGREEMENTS:

1. 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.
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 or guests, howsoever caused.
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.
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 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.
5. **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 beyond 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.
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. **The deposit may be applied to any charges, expenses, damages, indemnities, or taxes** properly due and payable to the Town of Coalhurst hereunder.
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.
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.

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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) 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____ 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 and its guests. The user agrees to indemnify and hold harmless the Town of Coalhurst (employees & contract 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 a 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 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

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