

# KEEPHILLS COMMUNITY HALL RENTAL AGREEMENT

## CONTRACT OF RENTAL OF FACILITY BETWEEN

**Keephills Community Association (herein KCA)**

15A - 51515 Range Road 32A, Keephills, Alberta T0E 0N0

**AND**

**NAME:**

**(herein The Renter)**

**ADDRESS:**

**PHONE #:**

**EMAIL:**

**FUNCTION TYPE:**

**DATE(S) & TIME OF FUNCTION:**

**RENTAL FEE:**

## ACKNOWLEDGMENT

The facility is part of a condominium agreement between the KCA and Parkland County. The floor plan provided in this document identifies the owned portions of the entire facility. Some components are jointly owned by both members. The facility is operated by the KCA and its volunteer members through its elected Executives and Board of Directors. Any consent, approvals, or changes in terms, conditions, permission for use, availability, rental rates, additional charges or additional fees or other charges/changes are the exclusive right of the KCA within its direction, bylaws or governing agreements and at its sole discretion and option.

## 1. ACCESS

Access and permission to enter the facility is provided to The Renter (or their approved agent) for the time period, dates, and only those hours outlined in this agreement. All occupants must vacate the premises and all items of value, including gifts, decorations, and alcohol, must be removed in this time period or the deposit may be subject to penalty. Keys will be provided to The Renter and must be returned at the end of their function.

## 2. CHARGES

### A) RENTAL FEE – DUE 30/60 DAYS PRIOR TO FUNCTION DATE

The rental fee must be paid in full no later than 30 days prior to the function date, or 60 days prior during peak season (July 1 – September 30).

### B) DAMAGE / OVER-HOLDING DEPOSIT – DUE AT BOOKING, RETURNED AFTER INSPECTION

A \$1,000 deposit is due at the time of booking during peak season (July 1 – September 30) and a \$500 deposit applies for all other bookings.

This deposit is non-refundable until all terms and conditions have been satisfied and inspections are complete to the sole satisfaction of the KCA.

The Renter is fully responsible for any and all costs, losses, or loss of future revenue incurred as a result of damage, excessive cleaning, or non-availability of the facility to other third parties, however caused, by any guest, invited or uninvited. The Renter must report any pre-existing damage to the KCA representative immediately upon discovery. Reporting pre-existing damage does not replace or reduce the obligation to report or mitigate any new damage.

**Deposit Refund:** Deposits or charges held by the KCA will be released only after inspection by the appointed KCA representative. If no excessive access, damage, or cleaning is required, the deposit will be returned to The Renter. In the event of additional charges, the KCA will deduct the assessed or estimated costs from the deposit and provide a list of deductions along with any remaining balance.

### **3. CANCELLATION**

If the Renter must cancel the reserved date or its function, the Renter is obligated to provide written notice at least 60 days prior to the event during peak season (July 1 - September 30) or 30 days for all other dates. Failure to do so may result in the loss of your deposit towards your booking fee.

### **4. INSURANCE & LICENSING**

The Renter agrees that, should alcohol be served or consumed at the function, Party Alcohol Liability (PAL) Insurance coverage in the renters name, or their third party service, will be obtained prior to the event for the amount of \$2 000 000 (2 million) minimum. It must be forwarded to KCA within 30 days of the Rental date. The Renter agrees that the insurance policy referred to herein will name the "Keephills Community Association" and "Parkland County" as additional insured parties on the said policy as their interest may appear and as a severability of interest clause or a cross liability clause.

The Renter will ensure compliance with the conditions of their AGLC liquor license or special event license. This license will be posted in the area where alcohol will be dispensed.

Learn more: [www.aglc.ca](http://www.aglc.ca)

The Renter will ensure that all third-party contractors and/or service providers (caterers, inflatables, etc.) also provide proof of insurance coverage.

### **5. CLEANING**

Prior to the function, an inspection (with external form) of the premises will be conducted by a KCA representative. The Renter is expected to leave the premises as found or in better condition. If cleaning is not completed a cleaning fee will be taken from the deposit.

Cleaning supplies will be available to The Renter. Cleaning & decor put up/take down time will be included in the time of function.

### **6. DECOR**

Walls - Wall decor is welcome in our space as long as it's use doesn't result in damage of our walls. Please remove any paint friendly tapes/adhesives after your event.

Lights - Lights or other hanging materials can be hung using the hooks installed in the ceilings along the edge of the hall. Please do not put nails or screws in any of the wood or walls.

Decorations - The use of confetti, exposed flames, glitter, and the like are not allowed.

Stage - If you move the stage during your rental, please note that it is plugged into the floor. This plug must be removed before you relocate the stage. After your rental, you must replace the stage and replug the power cord.

## **7. HEALTH & SAFETY**

The Renter is expected to follow all laws and bylaws while using our premises. Dismissal of these mandates are at the risk of The Renter and their guests, and resulting penalties will be the responsibility of The Renter.

Find more information: [alberta.ca](http://alberta.ca), [albertahealthservices.ca](http://albertahealthservices.ca), and [parklandcounty.com](http://parklandcounty.com)

## **8. OUTDOOR ACTIVITIES**

Camping is available, at an additional cost, to The Renter and their guests inside the rink grounds. Damage to the grounds caused by campers and vehicles may result in the loss of your deposit. Should the rink get full, campers are permitted in the west parking lot. Included in this fee is access to our gazebo (and firewood) and our outdoor bathroom (located inside the skate change room).

Pets are allowed if leashed, with no waste left behind.

Fireworks are prohibited on our premises and fire safety should be considered at all times. Our closest fire station is Wabamun Fire Station. Do not block the fire lane with vehicles or campers.

Fires are only permitted in the firepit located in the gazebo.

## **9. INDEMNIFICATION**

The Renter identifies and agrees to the fiduciary relationship and will, at all times, indemnify and save harmless KCA, and its directors, officers and agents, from and against all actions, claims, demands, suits, proceedings, damages, costs (including without restricting the generality of the foregoing, legal costs on a solicitor/client basis), and any further associated expenses that have been brought, made or incurred by or against KCA, and its directors, officers and agents, by reason of, or arising out of, or in any way related to the Facility by the Renter, its agents, employees, invitees whether invited as a guest or uninvited as a visitor, whether with the permission of the Renter, or contractors except where the action, claim, demand, cost or expense was caused by intentional acts or gross negligence of KCA. The Renter agrees to fully and completely indemnify KCA for any loss, future loss of revenue, or damage to the facilities rented or areas of the grounds to which the Renter or his or her guests or invitees whether invited as a guest or uninvited as a visitor, whether with the permission of the Renter, have access, caused, damaged, abused, destroyed, removed or otherwise affected or impacted the facility or property of KCA.

*NAME:* \_\_\_\_\_

*KCA REPRESENTATIVE:* \_\_\_\_\_

*SIGNATURE:* \_\_\_\_\_

*SIGNATURE:* \_\_\_\_\_

*DATE:* \_\_\_\_\_

*DATE:* \_\_\_\_\_