

FACILITY RENTAL AGREEMENT - 2024

Between:

Owner	and	Renter
The Bearberry Wapitana Society		Name
(mailing) Site 1 Box 42 RR#2 Sundre, AB, T0M 1X0		Address
(cell) 587-444-0262		Phone home cell
info@bearberrycommunity.com		Email

The Renter agrees to rent the Bearberry Community Hall (the "Hall") and the grounds, including the parking lot, playground and green space (collectively the "Grounds") located at:

Legal: SE 27-33-7-W5R
Physical Address: 7230 Hwy 584

For the following time period (the "Rental Dates"):

Start Date: _____ End Date: _____

Type of Event: _____ Expected # of Guests: _____

Rental Costs	Cost	Total
Weekend (Friday incl. Sunday)	\$800.00	
Weekend (Friday incl. Sunday) if paid in 2 instalments of 50% each	850.00	
Each additional day concurrent with weekend booking	200.00	
Single full day (12 hours)	325.00	
Each additional day concurrent with a single full day booking	215.00	
Green Space Camping before &/or after Rental Dates (no access to hall)		
<u>start date</u> <u>end date</u> <u># days</u> x <u># sites</u> = <u># units</u>	<u>Per Unit:</u>	
Unserviced: [..... x] =	25.00	
Plug-in: [..... x] =	40.00	
Other:		
TOTAL RENT		
Security Deposit	300.00	300.00
TOTAL AMOUNT PAYABLE*		

Payment can be made via E-Transfer to the following email address: bearberrycommunity1@gmail.com

The undersigned agree to the terms and conditions set forth in this Agreement and the attached Schedule A – Conditions, Schedule B – Clean Up Duties and Schedule C – Incident and Accident Report:

Renter: _____ Date: _____

Owner: _____ Date: _____

SCHEDULE A - CONDITIONS

1. Payment in full including Security Deposit will be required at the time of booking unless other arrangements have been agreed to by the Owner. Until such time as both the Total Amount Payable and the completed Facility Rental Agreement is received by the Owner, the Rental Dates will not be deemed booked and the Owner can rent the Hall to another group. The Owner will email a confirmation when both the payment and completed Agreement are received.
2. If the Renter cancels this Agreement, the Owner will refund to the Renter the Security Deposit and Total Rent minus the following:
 - a. 15% fee if cancellation occurs more than three (3) months before the Rental Dates.
 - b. 50% fee if cancellation occurs on or less than three (3) months and more than one (1) month before the Rental Dates.
 - c. 100% fee if cancellation occurs less than one (1) month before the Rental Date or in the case of a 'no-show'.
3. If the Owner must cancel this Agreement due to restrictions outside its reasonable control, such as in the case of fire or health pandemic, all monies paid will be refunded by the Owner to the Renter.
4. The Renter is responsible for all damage caused to the Hall and the Grounds during Rental Dates and any Green Space rental concurrent with the Rental Dates, however and by whomever caused, and shall inform the Owner what occurred during the exit inspection.
5. Fires are only permitted on the Grounds in the rock fire pit north of the Heritage Barn Museum. It is the Renters' responsibility to check for any fire restrictions or bans within the Rocky Mountain House Forest Protection Area (<https://srd.web.alberta.ca/rocky-mountain-house-area-update>) and ensure all guests adhere to all regulations.

Renter acknowledges by its initials:

6. The Renter will obtain the following required insurance and licensing. The Renter will provide the Owner a Certificate of Insurance and the AGLC license (if applicable) not less than seven (7) days prior to the Rental Dates. If satisfactory evidence is not provided, the Owner may cancel this Agreement and no monies will be returned to the Renter.

The Renter confirms by its initials that:

Alcohol **WILL** be served or consumed during the Rental Dates

Alcohol **WILL NOT** be served or consumed during the Rental Dates.

Required:

- a. General liability insurance and tenant legal liability each with a minimum of \$2,000,000 per occurrence, with both the Owner and Mountain View County named as additional insureds.
- b. If alcohol will be served or consumed on the Grounds during the Rental Dates, the Renter shall obtain the following:
 - i. Host Liquor Liability Insurance including general liability insurance and tenant legal liability each with a minimum of \$2,000,000.00 per occurrence with both the Owner and Mountain View County named as additional insureds;
 - ii. obtain the appropriate license from the AGLC. A copy of this license shall be displayed for the duration of the Rental Dates. The Renter shall be responsible for ensuring compliance with all regulations governing the AGLC license.

The address for Mountain View County is 10 – 1406 Twp. Rd. 320, Postal Bag 100, Didsbury AB T0M 0W0.

Insurance coverage can be obtained at <https://rmamember.instantrc.ca/login>, <https://www.palcanada.com> or through your own insurance broker.

7. The Hall will only be open for the Rental Dates. The rental of the Hall does not entitle the Renter to use the Hall or the Grounds at any time other than the Rental Dates unless prior arrangements have been made with the Owner.
8. The Hall capacity is 100-130 people depending on table placement.
9. The theatre seats, pianos, and all wall fixtures (ie. posters, plaques, etc.) are not to be moved within, or from, the Hall. Please include these items in your decorating planning for your function. Ensure that your decorations do not leave permanent marks on or holes in any of the Hall's walls, doors, floors & ceilings. Please do not drag tables or chairs across the floors.
10. Smoking in the Hall is prohibited.
11. Fire regulations prohibit any exit from being blocked in any manner.
12. Quiet time for any activities held on the Grounds will be between 11:00 pm and 7:00 am.
13. If the Rental Dates occur on a Saturday, Sunday or Statutory Holiday between June and Labour Day, the designated parking area for the Heritage Barn Museum visitors is to be kept unoccupied during the hours of 11:00am to 4:00pm.
14. Fireworks are prohibited.
15. The Renter shall leave the Hall & the Grounds in a clean, undamaged and orderly state (see Schedule B – Clean Up Duties). Arrangements for the exit inspection will be made with the Owner when the Renter receives the Hall keys. In the event of an incident or accident, the Renter shall provide the Owner a completed Incident Report (found in Schedule C) at or before the exit inspection.
16. The Renter shall not assign this agreement, nor shall they sublet the Hall or the Grounds or any part thereof.
17. The Renter acknowledges that the Owner, its directors & volunteers, and any government official (ie. police officer, peace officer, Fish & Wildlife Officer or Emergency Services) may access the Grounds or enter the Hall at any time during the Rental Dates.
18. The Renter will indemnify and hold harmless both the Owner and Mountain View County and their respective directors, agents, employees and volunteers from any and all claims, damages, liability, costs (including, without limitation to, legal fees on a client-solicitor basis), fee, penalty, action, cause of action, demand, damage to property, injury to person or death whatsoever that may arise directly or indirectly out of the occupation or use of the Hall or Grounds by the Renter or any of its invitees (including, without limitation, caterers and entertainment) whether or not such things are done within the Renters rights or from any breach of this Agreement or any other negligent act or omission or willful misconduct of the Renter or any of its invitees.
19. This Agreement shall be governed in accordance with the laws of Alberta.

SCHEDULE B - CLEAN UP DUTIES

Clean up duties must be completed before the end of the Rental Dates and if not done, the Security Deposit will be forfeited in whole or in part.

- Sweep and wet mop main hall, entryways and bathrooms.
- Vacuum rugs in east and west entryways and the small rugs in the kitchen.
- Wipe down tables and **leave them out**. Do **NOT** put them away as they take a long time to dry and will mold if put away damp.
- Stack chairs in east entryway. Only 35 chairs can be put on the longer dollies.
- Remove all decorations.
- Wipe counter tops in kitchen, west entry, and bar area.

- Clean stove burners and the tops of stove. Wipe up spills in the oven as best you can.
- Wipe out microwaves if needed.
- Empty coffee pots and dump grounds out into the garbage.
- Wash, dry and put all dishes away.
- Drain the commercial dishwasher and leave the door open.
- Make sure freezer & cooler doors are closed. Take all food home that is yours.
- Leave dirty dish towels in a pile on the table in the kitchen for pick up by Hall volunteers.

- Clean bathrooms. Wipe down toilets and sinks using disinfectant wipes. Raise toilet lids to ensure they are clean. Clean mirrors.

- If the BBQ area was used, wipe down granite counters, leave briquettes.
- Return all picnic tables to the BBQ area.
- Empty outdoor ashtrays and pick-up any cigarette butts.
- Ensure any fire in the firepit is extinguished.

- Pick up all garbage inside the Hall and outside on the Grounds. Garbage from your event can be taken to the Bearberry Saloon next door and put in their bins. Please do not put personal garbage in these bins.

Cleaning supplies can be found in the janitor's closet in the west entry or under the counter by the coffee pots. Extra toilet paper and paper towels are under the sinks in the bathrooms or in the janitor's closet.

Every effort has been made to ensure the Hall is clean when you arrive. Making sure the Hall is clean when you leave means less work for the Hall's volunteers and return of the Security Deposit.

If you notice anything that needs to be brought to our attention, please let us know.

SCHEDULE C - INCIDENT AND ACCIDENT REPORT

Date of Accident: _____

Date Reported: _____

Time of Accident: _____

Time Reported: _____

Specific Location: _____

Reporter Name: _____ Phone: _____

Witness Name: _____ Phone: _____

Accident Description (Reporter): _____

Accident Description (Witness, if available): _____

Police/Emergency Crews in Attendance (if applicable): _____

Property Damage (including name and contact information of owner, description and amount):

Injury (including name of person, contact information, and injury description):

Signature of Reporter

Signature of Witness