



HERITAGE AGRICULTURAL SOCIETY
RENTAL AGREEMENT

Phone: 780-963-2777

Email: info@redbrickcommon.ca

of

Full Name

Organization/Company if applicable

RENTOR: Heritage Agricultural Society (HAS)
LESSEE: The term "LESSEE" shall apply to both the person or organization and/or its representative and ALL shall be jointly and separately liable and subject to ALL terms and conditions pursuant to this agreement.

Rental date:

Time*:

Location:

*Rental time is inclusive of set up and clean up time. You must vacate the space by the end of your rental time as we have multiple events scheduled.

Payment is required prior to your event. Upon completion of the rental agreement and once payment is received, you will be provided with access information and alarm codes via email a few days prior to your rental. No one will be on the grounds to personally let you into the facility. If you have not received this information prior to your rental, contact our office. **Please note, we require 48 hours cancellation notice in writing.**

Contact Name:

Phone:

Email:

Alt phone:

Address:

PC:

Type of event:

Approximate number of attendees:

of Chairs**

Chairs @ \$4 ea

Liquor to be consumed (yes or no):

of Tables**

Tables @ \$16.50 ea

Liquor License #:

**There are approx 30 black folding chairs, 25 green stacking chairs, 25 wooden tables, and 8 white tables available at no additional cost with your gym rental. Large round tables and special event black stacking chairs are available for rent.

RENTAL @\$40/hour

Preferred method of payment may be made by e-transfer to info@redbrickcommon.ca

Plus projector/chairs/tables, etc

GST 5%

Please note, we require 48 hours cancellation notice in writing.

Total due before rental:

The H.A.S. reserves the right to request a damage deposit for rentals

Heritage Agricultural Society Signature Date

Lessee's Signature

**PLEASE CAREFULLY READ THE FOLLOWING
CONDITIONS, RULES, AND GUIDELINES FOR THIS AGREEMENT**

Facility Use Guidelines and Reservations:

- Facility rentals are accepted on a first-come, first-served basis.
- The Heritage Agricultural Society (H.A.S.) O/A the Red Brick Common (formerly the Multicultural Heritage Centre) will not rent the facility to anyone under the age of 18.
- H.A.S. will not rent the facility to anyone under the age of 25 if alcohol is served.
- Payment methods include cash, cheque, debit or credit cards, and e-transfer payments to info@redbrickcommon.ca.
- H.A.S. has the right to revoke or refuse permission for use of the facility at any time for any reason.
- All NSF costs will be levied against Lessee for any NSF cheque(s). Any unpaid NSF costs will void the contract.
- **Monthly renters with outstanding fees/invoices will not allowed to continue with bookings until payments are made.**
- Maximum capacity of the gym is:
 - Standing space: 524
 - Space with non-fixed seats: 279
 - Space with non-fixed seats and tables: 220

Lessee Responsibilities

- All provincial liquor regulations must be adhered to and where required strictly enforced by the lessee where required to do so. If liquor will be served at your function, you **MUST** obtain a valid liquor license. A copy of this license **MUST** be provided to the H.A.S. before the rental. Failing to do so will result in termination of this agreement and you may lose your booking unless the H.A.S. receives a copy of the liquor license before or on the date of the booking. This may be delivered via email or regular mail.
- At the expense of the lessee, the lessee shall take out an insurance policy for host alcohol liability coverage providing insurance coverage (comprehensive policy for public liability and property damage) in respect to any one accident to the minimum of two million dollars (\$2,000,000). Such policy shall also cover Heritage Agricultural Society (H.A.S.) as an additional insured for this function only and the LESSEE shall provide proof to the RENTOR of being covered by host alcohol insurance in advance of the event.
- In order to comply with fire marshal regulations, the lessee must not have more than the maximum capacity. The lessee will be responsible for any fines incurred should an official inspection take place during the event.
- The lessee will comply with all zoning, Municipal and Provincial Bylaws, regulations and permits by reason of its use and occupation of the building and contents. This includes all safety, fire, health and liquor regulations.
- The lessee will not sublet, assign, or re-rent the property without the consent of the H.A.S.
- The lessee will be sure to remove all equipment and material immediately after the event as per the time booked. Care regarding vehicular traffic is required on walkways or grass for the delivery and removal of equipment and materials.
- Inappropriate behaviour on the part of the rental participants may result in the cancellation or cessation of the event at the discretion of the H.A.S., or its designate, without refund of the rental fee. Inappropriate behavior includes, but is not limited to, the following:
 1. The destruction of exits, doorways, stairs, attached or detached physical structures.
 2. Willful destruction or damage to the H.A.S. facilities, property, equipment, or grounds.
 3. Perceived danger to the participants, guests, volunteers, and staff.
 4. Abusive language or behaviour.
- The lessee shall make ALL attempts to take responsibility for the facility and the adjoining grounds from the time they enter the premises until the time they leave. This includes dates used to set up for their function(s) and for dates used to clean up afterwards. The lessee **MUST** ensure that the PREMISES is left in the same condition in which they found it upon the very first date of entry. Failure to return the premises to the agreed to condition will result in deductions from the lessee damage deposit. A list of required cleaning requirements are included at the end of this document.
- The lessee shall be liable for the actions of any individuals taking part in the activity which is being held on the PREMISES for the duration in which the lessee occupies the PREMISES. This includes setting up the facility for the function as well as cleaning up the facility and GROUNDS (if applicable) afterwards. H.A.S. assumes no liability whatsoever for any and ALL injuries or damages to persons or to their property in the Facility or on the GROUNDS during this time.
- The lessee shall have the lock box combination to obtain the building door key. Failure to return the key in the lock box after the rental will result in an additional \$100.00 charge. The key will not be released to any person other than the person whose name appears on this agreement.
- **LOSS OF KEY or ABUSE OF PRIVILEGES WILL RESULT IN ADDITIONAL CHARGES.**

Lessee Initial

Termination of Contract:

H.A.S. reserves the right to terminate this agreement if the lessee is not complying with the Liquor Control Act, the regulations under the Act, as well as the policies of the Alberta Liquor Control Board and/or the locally responsible Police Department. The lessee shall be deemed to be in sole occupation, control and management of the premises and shall be liable for any loss, damage or personal injury, however occurring in the said building and surrounding premises. H.A.S. shall not be liable for any loss, damage, theft or personal injury to persons in the said building or surrounding premises and the lessee shall indemnify the Heritage Agricultural Society (H.A.S.) against any such claims and costs related thereto.

The Heritage Agricultural Society (H.A.S.) agrees to provide the LESSEE access and use of the facility pursuant to the description above on the day and time listed on the first page of this agreement. The Lessee agrees to have vacated the Facility and GROUNDS, cleaned the PREMISES, and returned the keys to the lock box by the specified rental end time.

Facility Rental Waiver

Please note: The Heritage Agricultural Society (H.A.S.) O/A the Red Brick Common (formerly the Multicultural Heritage Centre) assumes no liability for your rental in the event of injuries and/or damages during your rental activity. If you are planning a high risk activity such as bouncy house, combat sport or contact sports you may need facility rental insurance to protect yourself. Please do your due diligence. This short-term rental insurance can also protect you against frivolous or nuisance claims that may arise. Facility rental/event insurance works by paying for any damages to the facility and your legal defense should you be found responsible for property damage or bodily injury that happened during your event. i.e. parents suing when the child is injured during your class or activity.

If our property you are renting gets damaged, for example, this coverage may help pay for repairs. This insurance also protects you against legal liability from third-parties such as spectators, parents, and any other individuals found to have suffered injuries as a result of your activities.

Some reminders:

- **NO OUTDOOR SHOES ARE TO BE WORN IN THE GYM.**
- **NO OUTDOOR HOCKEY STICKS - unless blade covered with a sock.**
- **UNLESS YOU HAVE BOOKED THE KITCHEN THERE IS NO ACCESS TO THE KITCHEN, THIS INCLUDES OVENS AND FRIDGES.**
- It is your responsibility to **make sure everything is clean and tidy** and everything you pulled out be put away for the next group **by the end of your rental time.**
- **You must exit the rental space by the end of your rental time as bookings are often booked directly after one another.**
- **Remember to take all items** such as ice and food you brought with you.
- To keep away pests please **do not leave food and food related garbage behind**, there is a garbage bin outside for all waste.

Lessee Signature

Date

See next page for cleaning requirements

Cleaning Requirements

1. **ALL DECORATIONS MUST BE REMOVED** from the walls and doorways and disposed of properly. The lessee shall not attach any materials or hang items from the ceiling, acoustical panels, floors or painted surfaces. Masking tape only is permitted and must be removed at the conclusion of the event.
2. **No confetti, rice etc.** to be thrown inside or outside of the facility.
3. **All bottles and cans** are to be removed from the grounds. Any bottles or cans left in the lobby will become a donation. Please leave them bagged or boxed.
4. **Smoking/vaping is NOT permitted** inside the building or within 5 metres of the entrance.
5. **Tables and chairs** to be wiped clean, free of tape and/or paper. **Chairs MUST be stacked and tables folded** and returned to where you found them on the stage.
6. **All floors are to be thoroughly swept.** Supplies are located outside the gym door.
7. **All clothing and/or footwear** remaining will be donated to local charities.
8. **Garbage is to be removed from the building and placed in the dumpster.** Additional garbage bags are stored under the current bag at the bottom of the bin.
9. **All doors are to be locked and secured and lights are to be turned off and ALARM set** before exiting the building.
10. **All damage is to be reported** back to H.A.S. staff.

Failure to comply with the duties and responsibilities listed above may result in the LESSEE being invoiced for additional fees. Janitorial service may be provided at a rate of \$250.00 if arranged prior to the event.

Lessee Initial