



County of Forty Mile No. 8



FACILITY RENTAL AGREEMENT 40 MILE PARK PAVILLION

TYPE OF EVENT: _____ No. ATTENDING _____

LIQUOR SERVICE: () Yes () No CATERING: _____

RENTAL DATE: _____

RENTAL TIME: FROM _____ TO _____

PAVILLION RENTAL: \$ _____ 350.00 + GST / DAY. TWO (2) PORTABLE TOILET UNITS ARE INCLUDED.

NUMBER OF DAYS RENTED: _____

NUMBER OF BARBEQUES RENTED: _____ BARBEQUES: \$ _____ 25.00 + GST / DAY / BBQ

TOTAL RENTAL FEE: \$ _____

DAMAGE DEPOSIT: \$750.00

() Cash () Chq DAMAGE DEPOSIT: \$ _____ DATE DUE: _____

() Cash () Chq () C/C RENTAL FEE BALANCE: \$ _____ DATE DUE: _____

RENTER INFORMATION

GROUP NAME: _____

GROUP ADDRESS: _____

CITY: _____ POSTAL CODE: _____

CONTACT NAME: _____

CONTACT ADDRESS: _____

CITY: _____ POSTAL CODE: _____

PHONE: RES: _____ BUS: _____ CELL: _____

EMAIL: _____

COMMENTS: _____

This RENTAL AGREEMENT made this _____ day of _____, 20 _____

Between:

COUNTY OF FORTY MILE NO. 8
(hereinafter referred to as "the COUNTY")

and

(Lessee/Renter hereinafter referred to as "the RENTER")

1. RENTAL

- 1.1. The RENTER agrees to provide the COUNTY with the damage deposit, rental deposit and balance of rental payment in the form of cash or cheque in accordance with the dates stated on page 1 of this Agreement.
- 1.2. The RENTER agrees to pay the COUNTY the cost of repairs to the facility over and above that of the damage deposit, as stated on page 1 of this Agreement, in case of excessive damage to the 40 Mile Park facility.
- 1.3. The RENTER agrees to pay the COUNTY an additional rental rate of \$35.00 for every half hour of occupancy after the expiry of the rental period stated on page 1 of this Agreement. The RENTER agrees that the use of this facility shall not continue past 2:00 A. M. The RENTER agrees that liquor service shall cease at 10:00 P.M. The RENTER agrees that all noise, music, and parties shall cease at 11:00 P.M. and all patrons of the event shall vacate the facility.
- 1.4. If the RENTER fails to use the premises for the rental date referred to on page 1, the COUNTY may deduct from the damage deposit the amount of \$200.00 as liquidated damages unless the RENTER has given the COUNTY at least 30 days notice that it will not be using the premises on that date or the COUNTY is able to re-rent the premises for that date.
- 1.5. Subject to any Clause of the agreement that authorizes the COUNTY to deduct money from the damage deposit, the COUNTY will return the damage deposit to the RENTER within 14 days of the rental date.

2. FACILITY CARE AND CONDITION

- 2.1. The RENTER and the COUNTY representative will conduct an inspection of the facility and equipment *prior to commencement* of the rental event and identify any damages or other conditions present. The RENTER and the COUNTY representative will conduct a second inspection *following* the rental event to identify any damages to the facility and equipment arising from the RENTER'S event. The CHECK IN / OUT REPORT attached to this agreement will be used for this purpose.
- 2.2. The RENTER will be given a key which the RENTER agrees to return by the date of _____ and the time of _____ am/pm. The RENTER agrees to ensure that all doors and windows are securely locked upon leaving the facility.

The RENTER shall remove all garbage and clean the premises immediately after the rental period and any other equipment rented within the Facility area. The RENTER further agrees to abide by any additional requirements regarding facility condition and care attached to this

agreement. If the RENTER fails to comply with this Clause and any additional requirements, the RENTER agrees that the COUNTY may deduct from the damage deposit the cost of cleaning and performing other remedies at the rate of 110% of actual cost.

- 2.3. The RENTER agrees not to damage or impair the portable toilet unit(s) in any way. Damage beyond regular wear and tear, clogged or tipped-over portable toilet unit(s) will generate a repair charge based on the cost of the repair. Minimum charge will be \$100 per portable toilet unit. If a portable toilet unit is rendered unusable, there will be a charge for the full cost of the portable toilet unit, which shall be the prevailing retail cost plus delivery charges for the same or equivalent portable toilet unit.

3. RENTER'S RESPONSIBILITY

- 3.1. Setting up and arranging tables and chairs and providing all dishes, glasses, dispensers, utensils and FIREPROOF decorations.
- 3.2. Strictly observe the liquor laws of the Province of Alberta and comply with conditions specified in any liquor permits.
- 3.3. Assume full responsibility for the discipline of members and guests and others who may be in attendance and to see that orderly conduct is maintained both inside and in the immediate vicinity outside the facility.
- 3.4. Restrict use of the facility to the purpose stated on page 1 of this agreement (TYPE OF EVENT), and not permit the use of the facility for any other purpose without the prior, express, and written consent of the COUNTY.
- 3.5. Not to use the facility in any manner that will increase risks covered by insurance on the facility and result in an increase in the rate of insurance or a cancellation of any insurance policy.
- 3.6. Not to assign or sublease the facility, or any right or privilege connected with the facility, or allow any other person except agents and employees of the RENTER to occupy the facility or any part of the facility without first obtaining the written consent of the COUNTY. Any consent by the COUNTY shall not be consent for a subsequent assignment, sublease, or occupation by other persons. Any unauthorized assignment, sublease, or license to occupy by the RENTER shall be void and shall terminate this lease agreement at the option of the COUNTY.
- 3.7. Not to keep, use, or sell anything prohibited by any policy of fire insurance covering the facility, and shall comply with all requirements of the insurers applicable to the facility necessary to keep in force the fire and liability insurance.
- 3.8. Not to allow any waste or nuisance on the facility or use or allow the facility to be used for any unlawful purpose according to By-Laws of the County of 40 Mile No. 8 and laws of the Province of Alberta and the Dominion of Canada.
- 3.9. The renter must supply their own toilets and cover the cost of the rental.

4. LIABILITY AND INDEMNITY

- 4.1. The RENTER agrees to indemnify and save harmless the County, SMRID, and 40 Mile Park (collectively "the Parties"), the Parties' employees, elected officials, agents, assigns, insurers, and volunteers from and against any and all actions, claims, losses, liabilities, damages, or costs (including, without restriction, all legal and other professional costs on a solicitor) and expenses of any kind whatsoever, which at any time or from time to time may be paid, incurred or asserted against the Parties, however caused or arising from or
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out of, directly or indirectly, including but not limited to, the RENTER'S or any other person's use or occupancy of the 40 Mile Park facility, whether authorized or not by the Parties or the RENTER, or occasioned wholly or in part by any act or omission of the Parties, the Parties' employees, elected officials, agents, assigns, contractors, licensees, concessionaires, volunteers or anyone permitted or not by the Parties to be in or on the 40 Mile Park premises and the adjacent reservoir. This indemnification shall survive the expiration of the term of this Permit and the termination of this Permit for whatever cause;

- 4.2. The COUNTY shall not be liable for liability or damage claims for injury to persons or property from any cause relating to the occupancy of the facility by the RENTER, including those arising out of damages or losses occurring on sidewalks and other areas adjacent to the facility during the term of this lease agreement or any extension of such term.

5. INSURANCE

- 5.1. The RENTER shall obtain **commercial general liability insurance** coverage to protect against liability for damage claims through public use of or arising out of accidents occurring in or around the facility. The insurance policy shall provide a minimum coverage amount of \$1,000,000. The insurance policy shall also provide coverage for contingent liability of the County of Forty Mile No. 8 on any claims or losses.
- 5.2. If alcohol is being served at any time during the event, the RENTER **must obtain host liquor liability insurance** in the amount of \$1,000,000 in accordance with the number of guests anticipated to be in attendance. The insurance policy shall also provide coverage for contingent liability of the County of Forty Mile No. 8 on any claims or losses.
- 5.3. The insurance policies shall be delivered to the COUNTY on or before the date the RENTAL FEE BALANCE is due, per page 1 of this Agreement.
- 5.4. If the insurance policies are not delivered to the COUNTY, the COUNTY is authorized to cancel the event and the COUNTY will notify the RENTER by phone and/or email per the information provided on page 1 of this Agreement.

By signing below, the RENTER acknowledges having read the contents of this Agreement.

RENTER

Signed : _____

COUNTY OF FORTY MILE NO. 8

Per: _____

ATTACHMENTS

- A. PRE / POST INSPECTION FORM
- B. SAMPLE INSURANCE INFORMATION
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