

17404-57 AVE, EDMONTON, AB T6M 1K4

# **FACILITY RENTAL AGREEMENT**

Hall Contact: MJ Fedor 780-915-8157 (or, Brad MacDonald 780-953-3359)

Email: coordinator@lessardcommunity.ca

Mailing Address: Box 78129 RPO Edmonton, AB T5T 6A1

www.lessardcommunity.ca

Date(s) of Event:
Contact Name (RENTER):
Contact Numbers:
Address:
EMail:
Preferred method of communication (circle): CALL TEXT EMAIL
This rental agreement was made thisday of,,
Between Lessard Community League (referred to as "the LEAGUE") and RENTER
By signing below, the RENTER acknowledges having read and agreed to the contents of this agreement.
RENTER SIGNATURE:
LEACHE SIGNATURE:

EVENT INFORMATION:					
Rental Date: Time Block: (Must include set up and cleaning time)					
Type of Event:					
Number Attending (Max allowable is 80 – pre covid):					
INSURANCE INFORMATION:					
CERTIFICATE MUST BE PROVIDED					
LIQUOR SERVICE: NO YES Liquor permit must be posted at bar.					
Barbeque usage: YES / NO *Must provide own propane and clean BBQ after usage. \$300 charge will apply if dirty. Only to be used outside.					
Electronic Fund Transfers can be made to coordinator@lessardcommunity.ca					
PAYMENT DETAILS:					
NON-REFUNDABLE DEPOSIT		CASH	CHQ	_ EFT	
BALANCE OF RENTAL FEE + ADDITIONAL CHARGES		CASH	CHQ	_ EFT	
DAMAGE DEPOSIT	\$500	CASH	_CHQ	_ EFT	

If using the damage deposit to reserve the space, and you cancel with more than 60 days notice you will get a full refund. Less than 60 days means a forfeit of a \$100 deposit. Any cancellations with less than 21 days notice will mean a forfeit of the entirety of your damage deposit.

by initialling here the Renter agrees that the damage deposit will be kept/cashed immediately if any of the conditions of this agreement aren't met.

## **FACILITY RENTAL AGREEMENTS**

#### 1. **RENTER:**

- 1. The RENTER is over the age of 25 and agrees to provide the LEAGUE with the damage deposit and rental payment in the form of cash or cheque in accordance with the dates stated on page 2 of this agreement. This contract, insurance and liquor licenses must all be in the same name. If the RENTER is signing on behalf of a not-for-profit group, the name of the not-for-profit needs to be on all contracts as well. Proof of photo ID is required.
- 2. If the RENTER fails to use the premises for the rental date referred to on page 2, the LEAGUE will keep your non-refundable rental deposit as liquidated damages.
- 3. Subject to any clause of the agreement that authorizes the LEAGUE to deduct money from the damage deposit, the LEAGUE will return the damage deposit to the RENTER within 21 days of the rental date, or shred the cheque if it is agreed to do so.
- 4. The hall keys given by the Lessard Community League are property of the League, and any keys are not to be given to any unauthorized person under any circumstance. The keys must be returned to the Hall Contact before 12:00 (noon) the day after the rental. There will be a penalty of \$500 if the key is not returned accordingly or if the key is lost. Any copying of any of the league keys is to be considered theft.
- 5. The RENTER is only authorized to be at the hall during the agreed upon rental time unless otherwise arranged with the LEAGUE.
- 6. The Lessard Community League Hall and property is under video surveillance, for their security and ours, and by entering the building and property the RENTER and their guests acknowledge that they consent to the recording of their images.

#### 2. **RENTER'S RESPONSIBILITY:**

- 1. The RENTER agrees to abide by any additional requirements regarding facility conditions and care attached to this agreement. If the RENTER fails to comply with this clause and any additional requirements, the RENTER agrees that the LEAGUE may deduct from the damage deposit the cost of doing the cleaning and performing other remedies at the rate of \$50 per ½ hour.
- 2. The RENTER will be responsible for safely setting up and arranging tables and chairs and for providing all dishes, glasses, dispensers, utensils and decorations. (no candle or open flame decorations allowed)
- 3. The RENTER must strictly observe the liquor laws of the Province of Alberta and comply with conditions specified in any liquor permits, this includes rules of advertisement. The liquor license must be posted by the bar.
- 4. The RENTER will 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, including the parking lot and surrounding neighbourhood.
- 5. Noise outside the building must be kept quiet after 11pm, including parking lot and complaints from neighbours will result in immediate shut down of the event.
- 6. The RENTER will restrict use of the facility to the purpose stated on page 2 of this agreement as listed under "TYPE OF EVENT", and not permit the use of the facility for any other purpose without the prior, express, and written consent of the league, or the league's representative.
- 7. 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.
- 8. The RENTER will agree not to assign or sublease the facility, or any right or privilege connected with the facility, or allow any other person except guests of the RENTER to occupy the facility.
- 9. The RENTER will not 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.

10. The RENTER will 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 bylaws of the City of Edmonton and laws of the Province of Alberta and the Dominion of Canada.

#### 3. **LIABILITY AND INDEMNITY**

- 3.1The LEAGUE 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, including parking lot, during the term of this lease agreement or any extension of such term. THE RENTER shall indemnify THE LEAGUE against any claim which may arise as a result of the rental, made by any person for loss, damage or injury.
  - 2. The LEAGUE does not supply nor is responsible for security for functions held in the facility.

#### 4. DAMAGE

4.1 THE RENTER agrees they are responsible for the cost of replacing or repairing any damage done to the property or the facility during their occupation of the premises. The damage deposit will be held until an inspection of the premises is completed by THE LEAGUE following the event. THE RENTER's liability under this clause may not be limited to the damage deposit.

#### 5. **INSURANCE**

- 5.1 It is mandatory for groups to obtain Third Party Liability Insurance.
  - The Insurance must be in accordance with the number of guests anticipated to be in attendance and must have a minimum of \$2,000,000.00 comprehensive general liability coverage and name the Lessard Community League as additionally insured.
- 5.2All Jumpy Things, Bouncy Castles, or like equipment must have additional insurance purchased as well. It is the responsibility of the RENTER to ensure all independent caterers, DJ's and other forms of entertainment being brought in have their own insurance. Under no circumstances are FIREWORKS of any kind allowed anywhere on or around the premises.
- 5.3Host Liability Insurance can be purchased on line through our Insurance Company, Foster Park
  Brokers Insurance Ltd. At <a href="https://www.fpb.ca">www.fpb.ca</a> Payment must be received at least twenty four (24) hours prior to the commencement of function. Payment type is by credit card only. Permits are issued only on weekdays by 4:00 Friday. A copy of this Insurance must be given to the League Representative prior to obtaining keys.

The LEAGUE maintains the discretion to refuse any rentals for any reason. The LEAGUE has the right to terminate the rental, before or during the event, if the agreement is not being complied with, and will exclude the LEAGUE from liability for rental cancelation. The LEAGUE retains the right to enter your event at any time to ensure the agreement is being complied with. The building has AGENT STATUS, which mean the Edmonton Police Service also have the right to enter the building and cancel your event on our behalf.

### **ADDITIONAL FACILITY CONDITION AND CARE REQUIREMENTS**

- Under no circumstance shall the security cameras be covered or blocked. Any blockage of the cameras will result in the forfeit of your damage deposit.
- $_{\circ}$   $\,$  Rug and front area should be swept or vacuumed and free of large debris, floor mopped.

- The RENTER is responsible for cleaning/wiping off all tables and chairs and returning them properly into the storage area. Please ensure they are stacked as directed in the storage room.
- The RENTER must clean all spills and marks on the main hall walls.
- o The RENTER must use only Fun-Tak® to attach FIREPROOF decorations to wall surfaces and must remove decorations and Fun-Tak® at the end of the rental. Push-pins, tacks, staples and nails are prohibited on walls. The use of duct tape, masking tape and/or scotch tape is strictly prohibited and the LEAGUE reserves the right to deduct from the damage deposit the cost of removing and/or repairing any damage incurred by the use of these items by the RENTER.
- Small push pins may be used on the soundproofing panels, with care not to snag the fabric. Do not use Fun-Tak® on the panels and be careful no food or liquids come in contact with them. Any damage will result in forfeit of your damage deposit.
- All helium balloons must be attached to weights and not be free flying. They will get tangled in the fan. Absolutely nothing must be attached to the ceiling fan. Anything like string or streamers that require the repair of our fan will result in deduction from your damage deposit.
- Our stereo is available for renters to use, only use as directed. Do not reset any of the knobs, it is already balanced. There may be a charge if we need to adjust the stereo after your event or if there is any damage to the unit.
- $_{\circ}~$  Skid marks/black marks/scuff marks on the main hall floor are to be cleaned by the RENTER.
- The RENTER must sweep and wet-mop the main hall floor, using hot water and cleaning supplies provided only. Note, for larger parties or parties with food and liquor the floor might have to be mopped twice.
- The RENTER agrees to leave the fridge, stove, sinks, coffee maker and counter areas clean and tidy. DO NOT use the self-clean function on the stove. All cupboards doors, kitchen walls, countertops and other areas that have spills must be wiped clean by the RENTER.
- $_{\circ}$  We DO NOT have a food permit, so our kitchen can only be used for reheating food, not cooking food from scratch. The RENTER must remove any items from the fridge and freezer. Please do not leave unwanted ice or other items in the cooler. Take it with you and/or dispose of it.
- o The RENTER must ensure all bathrooms sinks and counters be left tidy. All toilets must be left reasonably clean, and all toilets and urinals are flushed prior to leaving the hall. The bathroom garbages are not to be left overflowing. Make sure that NO personal items are left behind including items on hangers at the front entrance of the hall.

- Any garbage must be bagged and removed from the premises by the RENTER and new garbage bags should be put into garbage receptacles (garbage bags are in the kitchen). A locked garbage bin is available on the corner of the school's parking lot. The garbage bin key is located in the cabinet in the kitchen. Make sure all garbage is inside the bins securely and please replace the key at the end of your rental. Loss of this key will result in a \$250 charge. During the summer months the garbage does not get picked up, it is the responsibility of the renter to take ALL garbage with them to be disposed of at home.
- Lessard Hall is a non-smoking building. If anyone is found smoking inside the building the damage deposit will not be returned to the RENTER. Common courtesy is expected for those who smoke outside the building. Please refrain from extinguishing cigarette butts on the property or on the street in front of the building. **Under no circumstances will the consumption of cannabis products be allowed anywhere in or near the building.** This includes park areas, playground, back deck and rink space.
- All interior and exterior doors need to be locked and thermostat must be set to RUN PROGRAM upon leaving the building. Ensure all lights including bathrooms are turned off. Turn off the ceiling fan.
- o The key is returned to the LEAGUE hall contact person before noon on the day after the rental. The keys can be dropped into the mailbox of the address on the keychain. You do not have to ring the bell, just drop in the mailbox.
- o No glitter. No glitter glue, sparkles, glittery decorations or confetti.
- The back deck and surrounding outdoor areas, including playground must be left clean, no excess garbage must be put into the public waste bins.

Our building is a community league run facility that is the heart of our area. We have a playschool downstairs and during winter operations we have a boot-room that is used by skaters at the rink. We ask that all users and renters respectfully share the space and at times there may be some mutual sharing of the entryway and bathrooms. There is always a rink attendant on site when the ice is open. When renting the hall and kitchen renters shall retain sole possession of the hall space.