

## Town Facility Rental Agreement

Applicant Information			
Organization / Event Name:			
Applicant Name:			
Event Date:		Event Time:	
Event Type:			
Mailing Address:		Town/City:	Postal Code:
Phone:		Alternate Phone:	
Email:			
Facility Use			
Portions of the Hall you wish to rent (please check all that apply):		Main Hall <input type="checkbox"/>	Kitchen <input type="checkbox"/>
Gazebo <input type="checkbox"/>			
Expected Attendance (including performers, catering staff, and organizers):			
Catering			
Will you be offering food and beverage services (please check applicable):		Yes <input type="checkbox"/>	No <input type="checkbox"/>
If yes, please indicate who will be catering the event (check applicable):		Personal <input type="checkbox"/>	Caterer <input type="checkbox"/>
Caterer Name:			
Rental Fees			
* Hall:			
* Kitchen :			
* Gazebo:			
Attendance Surcharge:			
*SOCAN Fee:			
AMSC Insurance:			
Damage Deposit			
Other:			
GST (applicable only to * amounts):			
<b>Total:</b>			
<b>Payable by cash, debit or cheque made out to the Town of Turner Valley.</b>			
Agreement			
I, the undersigned, have read and understand the terms and conditions listed in the attached Schedules and confirm, to the best of my knowledge, the information provided is complete and factual. I understand that if any of the information is found to be fraudulent, or if I have withheld any relevant event details, it will be grounds for cancellation of the Agreement.			
Applicant Signature:		Date:	
Town of Turner Valley:		Date:	
Internal Use Only			
Fee Paid:		Date Received:	
Receipt Number:		Deposit:	
Balance of Rental Due:		Remaining Balance Due Date:	

# Schedule A

## Flare 'n' Derrick Community Hall

### Rental Rates and Fees

Effective January 1, 2014

All fees are subject to change without notice.

#### RENTAL PERIODS

Weekday rental period (Sunday – Thursday): 12:00 noon. – 9:00 a.m. following day

Weekend rental period: Friday 12:00 noon to Sunday 9:00 a.m.

Function type	Daily rental rate Maximum 150 persons Weekday (Sunday – Thursday)	Weekend rental rate Maximum 150 persons Weekend (Friday to Saturday)
Meetings, Seminars, Fitness classes, Training classes (kitchen not included)	\$ 50	\$ 75
Weddings, Dances, Banquets (includes kitchen)	\$250	\$375
Auctions, commercial functions (includes kitchen)	\$250	\$375
Kitchen only (includes use of stove, fridge, dishes, cutlery, no chairs or tables)	\$150	\$225
Gazebo power charge (if applicable)	\$30	\$30
Large event rental surcharge (attendance 151-300 persons or open attendance)	\$200	\$200
Damage Deposit	\$500	\$500
Booking Deposit	\$50% of rental rate at time of booking	
Additional cleaning fees	Min. \$75/hour	
SOCAN fees (Society of Composers, Authors and Music Publishers of Canada)	Min. \$30 per applicable event	

## Schedule B

### Flare 'n' Derrick Community Hall

### Rental Agreement Terms

1. **Rental fees:** The Renter agrees to pay to the Town of Turner Valley (Owner) the rent and any other applicable charges as outlined in the conditions, by cash and/or cheque upon receipt of the final invoice. **All costs are subject to GST and applicable taxes.**
2. **Payment of Rent and Damage Deposit:** Payment of deposit and damage deposit is due upon execution of this agreement. The balance of the rental amount is due 21 days prior to the rental date. The damage deposit will be returned to the Renter, as listed above, 15 days following the date of the event.
3. **Attendance Surcharge:** The Renter with an expected attendance of 151 -300 persons, or open attendance, will be required to pay an additional fee.
4. **Cancellation:** In the event that the Renter wishes to cancel the booking, the following will apply:
  - Cancellations 14 days prior to the event will be reimbursed the full rental fee paid to date and 100% of the damage deposit
  - Cancellation 1-13 days prior to the event will be reimbursed 50% of the rental fee paid to date and 100% of the damage deposit.
5. **Damages:** If in the event that damages incurred by the Renter while renting the Community Hall are in excess of the amount specified in the damage deposit, the Renter shall be responsible for such damages and indemnify the Town of Turner Valley for the additional expenses for cost of repairs.
6. **Insurance:** During the event date, the Renter, at their sole cost and expense, will take out and keep in full force and effect insurance as identified herein:
  - Comprehensive or Commercial Liability insurance with inclusive limits of not less than \$2,000,000.00 per occurrence, insuring against personal injury, property damage, and bodily injury including loss of life, and to include, without restriction, All Risk, Renters Liability and Cross Liability Extensions;
  - The insurance policy(ies) referred to in this section will name the Owner or any person, firm or corporation designed by the Owner as additional named insured, as their interest may appear. Such policies will contain a waiver of any subrogation rights which the Renter's insurers may have against the Owner and a severability or interest clause of a cross liability clause.
  - All policies of insurance will be in a form acceptable to the Owner, or any person, firm or corporation designed by the Owner. Certificates of insurance shall be delivered to the Owner, or any person, firm or corporation designated by the owner as soon as practicable. All policies will contain an undertaking by the insurers to notify the Owner in writing, of any material change, cancellation or termination of any provision of any policy, not less than thirty (30) days prior to the material change, cancellation or termination thereof.
  - If the Renter provides his/her own insurance, proof of liability insurance must be submitted to the Owner at least Twenty One (21) days prior to the rental date.
  - If the Renter does not have insurance coverage, the Renter must obtain facility Renter's group Insurance with the Town of Turner Valley. The application form can be obtained at the municipal office. **The keys for the Hall will not be released until the insurance coverage is in place and is provided to the Town.**
7. The rental fee and proof of insurance or facility rental group insurance fees are to be paid 21 days prior to the rental date. **An applicable fee will be charged for cheques with non-sufficient funds.**
8. **Loss or Damage:** The Town of Turner Valley shall not be responsible for damages to, or loss, of any articles left by the Renter or the Renter's guests in the Hall, prior to, during or following any function.

9. **Setup, Tear Down and Clean Up:** The Renter is responsible for setup; tear down return to storage of all tables, chairs and stage used. Renters are required to remove all personal items from the Hall. The Renter shall adhere to all cleaning requirements as outlined in Schedule C.
10. **Licences and permits:** The Renter shall obtain all necessary licences, permits (including, but not limited to permits issued by the Alberta Liquor and Gaming Commission) and authorizations necessary to permit the use of the facility for the event. All activities shall be carried out in a reasonable and safe manner in order to maintain such licences, permits and authorizations in good standing.
11. **Responsibility for persons:** The Renter assumes full responsibility for the character, acts and conduct of all persons admitted on the premises or of any persons acting on behalf of the Renter. The Renter agrees to pay for and provide sufficient security to maintain order and protect persons and property as required by the Town of Turner Valley.
12. **Compliance with Laws:** No activities in violation of federal, provincial or local laws shall be permitted on the premises and it shall be the responsibility of the Renter to enforce this provision.
13. **Number of Persons:** The Renter agrees to adhere to the occupancy loads as set by the occupancy permits issued to the Town of Turner Valley.
  - Article 2.7.1.5 of the Alberta Fire Code 2006 specifies aisle and row arrangements
  - Standing space 480 (300 if licensed)
  - Space with non-fixed seats 378 (300 if licensed)
  - Dining and beverage 300
14. **Assignment:** The Renter shall not assign or transfer the Agreement nor sublet said Hall and any part thereof without written consent of the Town of Turner Valley.
15. **Interruption of Rental:** The Town of Turner Valley shall retain the right to cause the interruption of rental in the interest of public safety. The Renter hereby waves any claim for damages or compensation in such an event. Rental will be prorated at the discretion of the Town of Turner Valley.
16. **General policies:**
  - Non-smoking facility. Smoking is permitted outdoors only; five (5) metres away from each entrance.
  - All hallways and doorways are designated fire evacuation routes. No tables or chairs are permitted in the designated routes.
  - Decorations and signage: No tape, tacks or staples permitted. White sticky tack only.
  - Candles must be in a proper candle holder or votive.
  - No confetti or similar decorating items allowed. Balloons must be secured and not allowed to float to roof level.
  - No smoke or fog machines.
17. **SOCAN fees:** A performing rights licence (Society of Composers, Authors and Music Publishers of Canada) is required when renting a facility for a private function. Federal law requires the Renter to pay a performing arts licence if music is used during the course of the event. These fees will be added to the final invoice. GST will apply.

# Schedule C

## Flare 'n' Derrick Community Hall

### Renter Cleaning Responsibilities

The deposit confirms your booking and will be returned, minus any deductions for damages, loss of inventory or non-compliance with any of the stated conditions, within fifteen (15) days of the rental date or after all repairs resulting from the rental have been completed; whichever is the latter. If there is a charge above and beyond the damage deposit, an invoice will be mailed to you.

It is the responsibility of the Renter to leave the Hall in the condition it was received and in the same orderly and clean fashion as it was prior to rental.

1. All garbage is to be bagged and taken to the outside garbage bins.
2. Top of stove is to be thoroughly cleaned and all spills removed.
3. The kitchen counters are to be wiped off.
4. All floors are to be swept.
5. All spills are to be mopped up at the time of the spill to avoid damage to the floor and to prevent injury.
6. All dishes are to be cleaned and put away in the same location as found.
7. All coffee pots are to be thoroughly cleaned.
8. Tables are to be thoroughly cleaned and all tape to be removed from the tables before stacking and putting away in the corner marked for tables.
9. Cart tables are to be thoroughly cleaned of food and marks.
10. All food is to be removed from the fridge and the fridge is to be cleaned. All food and ice is to be removed from the freezer.
11. The blue cloth chairs are to be returned to the back designated storage area (this area is marked) and stacked no more than 10 high.
12. There is to be no use of tape, tacks or staples. White sticky tack only. Additional fees will be applied for the removal of any staples, tacks or decorations that are left by the Renter.
13. Any equipment that has been taken from one part of the Hall to another must be returned to its original position. This includes the stage, coat rack, tables, chairs, pop machine, cart tables, etc.
14. The stage, coat rack, tables, or chairs are not to be dragged across the floor. A dolly is available and must be used at all times.
15. Confetti, sparkles and rice are not permitted inside the Hall.
16. Bales of hay are not to be brought into the Hall. All bales are to be removed from the premises after the event.
17. Dishes, pots, pans and any other items belonging to the Flare 'n' Derrick Community Hall are not to be removed from the premises.
18. Tables and/or chairs are not to be taken outside the building.
19. All equipment is to be used with care and attention.
20. Any damage or loss of inventory will be charged back to the Renter.
21. Any damage to the building will be charged back to the Renter.
22. All lights are to be turned off before vacating the building.
23. All doors are to be securely locked before vacating the building.
24. All windows are to be closed before vacating the building.
25. Renters are required to supply their own linens.

**If a problem arises during the rental period contact:**

**Town of Turner Valley at 403.933.4944 during regular business hours**

**After hours contact 403 369 4966**