

VALLEYVIEW & DISTRICT RECREATION DEPARTMENT:

MEMORIAL HALL RENTAL AGREEMENT



LICENSOR: THE TOWN OF VALLEYVIEW (the "Town")

LICENSEE INFO: AS INDICATED ON THE BOOKING SCHEDULE (the "Renter")

1. Prior to the event or function, the Rental Fee, Supervision Fees and Damage Deposit are required for the requested facilities.
2. *For events where alcohol is being served:*
The Licensee agrees to purchase their own event-appropriate insurance from a reputable insurance company. The Licensee is required to bring in the **Certificate of Insurance stating the Town of Valleyview named as additionally insured**, before the event or function. The Town of Valleyview address is 4909 50st, Valleyview, AB, T0H 3N0.
Note: Allow two or three days to get the Certificate of Insurance.
3. *For events where alcohol is being served:*
The Licensee agrees to purchase a **Liquor License** and have it in effect and posted for the duration of the function. (Memorial Hall address is 4810 50th Street, Valleyview, AB, T0H 3N0.)
4. A Caretaker may be present in the facility during any functions the Town of Valleyview deems necessary. Caretaker presence during functions that involve serving alcohol is mandatory and Supervision Fees will apply.
5. It is the responsibility of the Caretaker to supervise the building and the equipment, not to cater or tend bar for the function. The Supervision charges are \$40.00 per hour. Extra cleaning required is \$22.00 per hour, or at the discretion of the Town of Valleyview. A \$40.00 flat fee may apply for door opening/closing outside of regular office hours.
6. The facility rented must be used for the intended purpose as specified on the scheduling invoice. Failure to comply may result in additional fees. The Licensee must vacate the specified facility by the designated rental end time, or the Licensee will be charged additional fees for overtime, etc.
7. If the Licensee requires lighting to be dimmed during their event, an appropriate number of ushers and/or security is required for ensuring safety of event attendees and is the responsibility of the Licensee.
8. The Licensee is responsible for setting up tables, chairs, etc. as required for their use, and to put away all tables, chairs, etc. in the same area and in the same state from which they came. Garbage and decorations are to be removed and floors swept and mopped as necessary to the satisfaction of the Caretaker and the Town of Valleyview. Failure to comply may result in loss or deduction of damage deposit. Belongings that are left behind will be disposed of after a reasonable period of time, at the discretion of the Town of Valleyview. The Licensee will be responsible for damages over and above the damage deposit.
9. Accessing the hall for decorating and cleaning is to be determined prior to the event. A flat rate will be applied to each additional day needed.
10. Extra cleaning fees may be applied if the facility is not left in satisfactory condition following the rental.

11. A processing charge of \$100 for cancellation within 60 days of the event date may apply.
12. **No tacks, nails, staples, glue or tape to be used on floor, walls or ceilings.**
13. **Smoking in the facility will result in loss of Damage Deposit.**
14. **Additional Key Terms** – In addition to the Terms and Conditions contained in **Schedule “A”** attached hereto, the Renter and the Town further agree as follows:
- (a) **Renter’s Responsibility** - the Renter is solely responsible for the condition of the Licensed Area, the conduct of any and all activities within the Licensed Area, and the safety and security of all occupants, users, and invitees;
 - (b) **Minors** - all invitees or participants who are minors must be accompanied by and supervised by an adult at all times while occupying or utilizing the Licensed Area;
 - (c) **Personal Property** - any and all personal property or materials brought into or onto the Licensed Area by the Renter or any of its invitees is done so at the sole risk of the Renter and/or invitees, and the Town shall not have any responsibility for loss or damage to such personal property or materials;
 - (d) **Renter’s Insurance** - the Renter is encouraged to acquire his/her/its own liability and property insurance coverage - please consult an insurance broker to make arrangements if necessary;
 - (e) **Alcohol** – the sale, service or consumption of alcohol within the Licensed Area in general is strictly forbidden, unless specifically authorized by the Town under such separate terms and conditions as the Town deems necessary;
 - (f) **Cancellation Policy** – the Renter acknowledges and agrees to the Town’s cancellation policies in effect from time to time, including those contained within the Terms and Conditions, and all refunds for cancellation will be at the sole discretion of the Town;
 - (g) **Acknowledgment of Waiver** - the Renter acknowledges that it is waiving certain rights, and shall indemnify the Town, under the Terms and Conditions; and
 - (h) **Personal Information** - the personal information on this form is collected under the authority of Section 33 of the *Freedom of Information and Protection of Privacy Act* and is used solely for the purpose of facilitating access to recreational facilities or facility rental within the Town. Questions regarding collection of this information can be directed to the Town at (780) 524-5150.
15. **Entire Agreement** - The terms and conditions set forth within this Agreement shall constitute all of the terms and conditions of this Agreement, and there are no other terms, conditions, covenants, agreements, representations or warranties, either express or implied, arising between the parties hereto except as expressly set forth herein. If any provision of this Agreement is illegal or unenforceable it shall be considered separate and severable from the remaining provisions, which shall remain in force as if the unenforceable provisions had never been included.
16. **Counterparts** - This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one of the same Agreement.

17. Understanding - The Renter acknowledges to have read this Agreement, the Terms and Conditions, and the Rules and Regulations, in their entirety and fully understands its terms, understanding that they have given up substantial rights by signing it and have signed it freely.

Schedule "A"
TERMS AND CONDITIONS

1. Termination - Notwithstanding anything contained within this Agreement, the Renter acknowledges and agrees that the Town shall have the absolute right to terminate this Agreement, together with all rights and privileges granted to the Renter under this Agreement upon notice in writing or in person.

2. Rental/Fees - The Renter shall, during the term of this Agreement, pay the Town the amounts due at the times and in the manner herein provided without any deduction or abatement. All Fees must be paid in full prior to use of the Licensed Area. (unless otherwise agreed method of payment is arranged)

3. Use and Occupation - The Renter shall be permitted to use the Licensed Area throughout the Term for the Permitted Use, and for no other purpose whatsoever. Without in any way limiting the generality of the foregoing, the Renter agrees that:

- (a) it shall not bring, keep or store or permit to be brought, kept or stored any combustible material or explosives in the Licensed Area;
- (b) it shall not at any time use air horns, sirens or any other device used to create an excessively loud noise within the Licensed Area.
- (c) the rights of the Renter are non-exclusive, are personal in nature only, and that nothing contained within this Agreement shall be interpreted so as to confer upon the Renter any legal or equitable estate or interest in the Licensed Area;
- (d) the Town may deem it necessary or appropriate, from time to time, to cause or allow third parties to perform work upon the Licensed Area as may be deemed necessary in the sole discretion of the Town, and the Renter acknowledges and agrees that the Renter shall in no way interfere or hinder the construction, installation, repair or maintenance undertaken by the Town or any person to whom the Town has granted such permission.

4. Rules and Regulations - The Renter acknowledges that the Renter and all users of the Licensed Area shall comply with the Rules and Regulations, which such Rules and Regulations:

- (a) may be implemented, amended or replaced from time to time;
- (b) shall take effect from and after the time that the addition, amendment and/or replacement, as the case may be, is given by the Town to the Renter or posted in public;
- (c) shall in all respects be observed and performed by the Renter and the Renter shall cause such observance and performance by all its employees, agents, invitees,

contractors, attendees, concessionaires and anyone else for whom the Renter is liable for at law or under this Agreement; and

- (d) may be enforced by the Town through all legal rights and remedies available, whether or not provided for in this Agreement, both at law and in equity.

5. Indemnity - The Renter shall at all times hereafter and upon demand indemnify and hold harmless the Town from and against any and all actions, claims, demands, suits, proceedings, damages, costs (including without restriction legal costs on a solicitor and his own client full indemnity basis), and expenses whatsoever that may be brought, made or incurred by or against the Town by reason of, arising out of, or in any way related to the occupation or use of the Licensed Area by the Renter, its agents, employees, invitees or contractors, whether or not such things are done in the exercise or purported exercise of the rights conferred upon the Renter within this Agreement.

6. Responsibility - The Renter acknowledges and agrees that all property of the Renter which may hereafter be located in, on, under, or over to the Licensed Area shall be at the sole risk of the Renter, and the Town shall not be liable for any loss or damage thereto, howsoever occurring and the Renter hereby releases Town from all actions, claims, demands, suits or proceedings whatsoever in respect of any such loss or damage. The Renter shall indemnify and hold the Town harmless from any claims or demands from invitees of the Renter related to lost or damaged property.

7. Default - If in the sole opinion of the Town the Renter undertakes or permits any activity whatsoever within the Licensed Area which is outside of the Permitted Use contemplated herein, or which may be a nuisance or cause damage, or if the Renter is in default of any of the terms, covenants or conditions of this Agreement, the Town may, in its absolute discretion:

- (a) give the Renter written notice to rectify or remedy any such nuisance, improper activity, or default, together with notice of the period within which the remedy must be completed (as determined by the Town, acting reasonably), and failing the Renter remedying or rectifying same this Agreement and the rights herein conferred upon the Renter shall automatically terminate; or
- (b) give the Renter notice of immediate termination of this Agreement and the rights and privileges granted to the Renter, and the Renter shall forthwith vacate the Licensed Area.

8. Right to Perform - If the Renter fails or neglects to perform any of its obligations under this Agreement, the Town shall have the right, but shall not be obligated, to take such action as is reasonably necessary in the sole discretion of the Town to perform such obligations. In such event, the Renter shall be responsible for the payment of all costs incurred by the Town forthwith to the Town.

9. Maintenance and Condition - Throughout the Term the Renter shall:

- (a) ensure that the Licensed Area remains in the condition that existed as of the commencement of the Term;
- (b) upon the expiration or earlier termination of this Agreement, vacate and leave the Licensed Area in a clean and tidy condition satisfactory to the Town.

10. Insurance Policy Terms - Each policy shall name the Town as an additional insured and each policy shall contain a waiver of cross-claim and subrogation against the Town, its servants, agents and employees and shall protect and indemnify both the Renter and the Town.

11. Compliance with Town Policies - Without limiting the generality of the forgoing, Section 17 of this Schedule and the Renter's obligation to be bound by the Rules and Regulations, the Renter agrees to operate the Licensed Area in accordance with the terms of any specific policy and procedure the Town creates concerning the sale and service of alcohol.

12. Safety and Assumption of Risks - The Renter represents and warrants with and to the Town and acknowledges that the Town is relying upon such representations and warranties as follows:

- (a) the Renter acknowledges, agrees and represents that they understand that the nature of the activities that they may undertake in the Licensed Area involves risks and dangers of serious bodily injury, including (but not limited to) permanent disability, paralysis and death ("Risks"). These Risks and dangers may be caused by their own actions, or inactions, the actions, or inactions of others participating in the activity or the circumstances in which the activity takes place. There may be other Risks and social and economic losses either not known or readily foreseeable at this time. They fully accept and assume all such Risks all responsibility for losses, costs and damages incurred as a result of their participation in the activity;
- (b) where applicable, the Renter will ensure that all participants wear all recommended and, where appropriate, certified safety equipment at all times and obey all regulations, rules or general sport guidelines for respectable and safe behavior; and

(c) the Renter agrees to comply with the stated and customary terms and conditions for participation in all activities undertaken during the rental period. If, however, a significant hazard is observed during the rental period, all activity shall cease and such hazard shall be brought to the attention of the nearest official immediately.

13. Cancellation - The Town reserves the right to postpone or reschedule any bookings due to justified circumstances.

14. Amendments - This Agreement may not be altered or amended in any of its provisions, except where any such changes are reduced to writing and executed by the parties.

15. Assignment - The Renter shall not be entitled to assign this Agreement, either in whole or in part, without the prior written consent of the Town, which consent may be withheld for any reason whatsoever.

16. Compliance with Laws - The Renter shall at all times and in all respects abide by all laws, bylaws, legislative and regulatory requirements of any governmental or other competent authority relating to the use and occupation of the Licensed Area.

17. Survival - The Renter's obligations contained in this Agreement shall survive the expiration or termination of this Agreement for any reason whatsoever until satisfied in full, and shall not be merged upon the execution of any other documentation by the parties.

18. Notices - All notices, communications, requests and statements required or permitted hereunder shall be sent via electronic transmission and shall be sent to the intended recipient as follows:

- (a) if to the Town, at Email: cmcdonagh@valleyview.ca; and
- (b) if to the Renter at the address and contact information provided on page 1 of this Agreement.
- (c) or at such other address as each party may from time to time direct in writing.