

Bittern Lake Community Hall Rental Agreement

For Office use only

From Date: _____ Time: _____ To Date: _____ Time: _____

Floor in use: **Upper/Lower/Both** Kitchen use: **Yes or No**

This Agreement made this _____ day of _____, 20_____

Between:

Bittern Lake Community Association
303 James Street
Bittern Lake, Alberta
(Hereinafter known as the "Owner")
And

(Hereinafter known as the "Renter")

Address: _____

Phone No. _____ Email: _____

- Terms of Rental:** The Renter desires to rent Bittern Lake Community Hall from _____, 20____ to _____, 20____, (the rental period) and the Owner is in agreement with the Renter using the Facility for the purpose of _____ (the "Function").
- Rights and Responsibilities of Renter:** The Renter agrees to use the Facility only for the Function as indicated above, during the agreed upon Rental Period.
- The Renter will, at all times, indemnify and save harmless the Owner, and its directors, officers and agents, from and against all actions, claims, demands, suits, proceedings, damages, costs (including without restricting the generality of the foregoing, legal costs on a solicitor/client basis), and any further associated expenses that have been brought, made or incurred by or against the Owner, and its directors, officers and agents, by reason of, or arising out of, or in any way related to the Facility by the Renter, its agents, employees, invites or contractors except where the action, claim, demand, cost or expense was caused by intentional acts or gross negligence of the Owner.
- This Agreement may not be assigned, in whole or in part, by the Renter without the express written authorization of the Owner.
- The Renter will not permit any damage to occur to the Facility and will leave the premises in the same condition or substantially the same condition as when the Renter entered the Facility for the Function.
- In the event the Function is to serve or allow liquor on the grounds, it is the responsibility of the Renter, at its sole cost and expense, to arrange for and ensure that a **Host Liquor Liability Certificate of Insurance** has been arranged for and forwarded to the Owner within Seven (7) days of the Function. The Renter agrees that the insurance policy referred to herein will name Bittern Lake Community Hall and The Village of Bittern Lake as an additional insured on the said policy as their interest may appear and a severability of interest clause or a cross-liability clause.

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) day prior to the material change, cancellation or termination thereof.

7. It is agreed by the Renter that they shall sign and provide to the Owner at the time of execution of this Agreement, an Acknowledgment and Waiver, in the form attached thereto as Schedule "A".
8. **Rights and Responsibilities of the Owner:** During the Function, the Owner will permit the Renter to use the Facility for permitted activities and for no other purpose whatsoever, subject to the terms and conditions set forth herein.
9. The Owner will retain control of the Facility and the Owner will not unreasonably interfere with the Renter's use and enjoyment of the Facility. The Facility will be available to the Renter's agents, servants, employees and invites in accordance with the policies of the Owner relating to such use.
10. In the event the Renter undertakes or permits any activity within the Facility or the Facility Grounds, which activities may be a nuisance or cause property damage or may cause personal injury, or in the event the Renter is in default of any of the terms and conditions herein, the Owner may terminate this agreement forthwith immediately.

The Owner, its directors, officers, and agents will not be liable for any theft, loss, or damage of property of the Renter, its agents, employees, servants or invites, however so caused.

11. **Payment of Rent:** The balance of the rent and the damage deposit (separate cheque) is due on or before the date of the Function and should be provided to the Hall Manager upon request. Keys to the facility will not be turned over to the Renter until the rent is paid in full.
12. Rent, as agreed upon between the Owner and Renter, is indicated below:
\$25 per hour
\$250 for the day
\$450.00 for the weekend
- Damage Deposit to match rental cost.
Payment can be made by cheque to Bittern Lake Community Association or by e-transfer to assistant@villageofbitternlake.ca
13. **General Provisions:** The terms and conditions set forth herein constitute all the terms and conditions of this Agreement, and there are no terms, conditions, covenants, agreements, representations, or warranties, either express or implied, arising between the parties hereto except as expressly set forth herein.

For further information please contact Wendy at 780-226-8674 or wendyjt11@yahoo.ca.

IN WITNESS WHEREOF the parties thereto have executed this Agreement as of the day and year first above written.

On Behalf of
Bittern Lake Community Association

Renter (Print Name)

Signature