

TEMPLE COMMUNITY ASSOCIATION (TCA)

Rental Agreement - Terms & Conditions

Effective January 2017

General & Booking Information

1. The renter agrees to abide by all terms and conditions of this rental agreement. Any special arrangements must be completed on Page 1 of this contract to be recognized as part of the contract. **No Exceptions.**
2. The Temple Communities Association ("TCA") Community Hall ("Hall") must remain accessible to the TCA Board of Directors and other staff at all times.
 - a. Do not allow any persons not involved in your event to enter the area you are renting. Board representatives will identify themselves as such and have their own keys.
3. The Association personnel have the authority of the President of the Community Association, and their decision will be adhered to. Any disagreements should be submitted in writing to the President of the Board of Directors within one week of the event. The Board of Directors decision is final.
4. The TCA reserves the right to approve or deny use of areas. Access may be denied in the event that the proposed use is deemed to be inappropriate for reasons including but not limited to Causes undue disturbance to other occupants in the building and/or neighboring residents .
 - a. No events are to be open to the public with tickets sold at the door.
 - b. No events are to be for personal profit.
 - c. The renter will not sublet or assign the Hall or any right/privilege associated with the Hall to any other party.
5. In the event other spaces are occupied at the time of function, respect for the other event(s) is expected. Renters or guests are not permitted to enter other spaces being used by others or vacant spaces.
6. The TCA and its Board of Directors reserves the right to cancel, without notice, any event in the Hall upon any breach of any of the terms and conditions of this agreement.
7. The TCA also has the authority to remove or have removed any persons from the facility or property if it is felt that any part of this agreement has been contravened, or that the facility is not being used for the purpose for which this agreement is intended; or that the renter is not complying with the Liquor Control Act, the regulations under the Act, as well as the policies of the Alberta Liquor Control Board, the Calgary Police Department, and the City of Calgary Bylaws; or that the Rental Conditions are not being met.
 - a. The renter is also responsible for any fines or other penalties levied should there be any contravention of any of these laws, statutes, ordinances, bylaws, or regulations.
 - b. Verbal abuse and threats of TCA Staff may lead to cancellation of function
 - c. In the event of cancellation due to breach of this agreement, **ALL of the Damage Deposit will be forfeited.**
8. No vehicles are to be left unattended on the patio as it is for unloading/loading only. No vehicles are to be driven or parked on the grass or on the North end of the patio (blocking the access point for Fire/Ambulance or unloading/loading). **All of the Damage Deposit will be forfeited for failure to comply.**
9. TCA is not responsible for Lost or Stolen Articles, or damage to any vehicles parked in the TCA parking lot.
10. A "call-out" fee of \$100.00 will be charged if any staff, board member, representative, or agent of the TCA is called out for any non-emergency related reason during an event.
11. Payment in full is required no less than one month (30 days) in advance of your event date, cheques will not be accepted after this time period. Payment in full is due immediately if booking less than one month in advance.
 - a. Final completion of all paperwork is due at the same time.
 - b. Access arrangements will also be finalized at that time.
 - c. The Temple Community Association reserves the right to cancel your booking if rental fees have not been paid by the due date. In that case, a \$100 cancellation fee will apply and all other monies paid will be refunded to you.
12. In the unlikely event that the client's booking has to be cancelled by the Temple Community Association due to unforeseen circumstances on our part, the Security Deposit and Rental Fees will be returned in full. If the client cancels the booking, cancellation fees will be in effect.
13. All fees are to be paid in cash, debit, Visa, MasterCard, money order or by certified cheque. If payment is made by cheque, and the cheque is NSF, the booking will be cancelled and the renter agrees to pay to the TCA a \$75 NSF charge.
14. GST is applied to all rates, except for the Security Deposit.

15. Hall Renter must remain on premises for the full time of the event. Renter will be required to fill out a Rental Space Walk-Through Check list with the TCA Hall Facilitator.
16. **Events at the Temple Community Hall are not permitted to run past 1:30AM, including clean-up.** The bar will be closed no later than midnight (last call at 11:45pm). Guests have one hour to finish their drinks and leave the premises by 1AM (unless they are cleaning up).
 - a. There is NO LOITERING OR TABLES allowed in the lobby, entrances or parking lot.
 - b. Out of respect to our neighbors Hall Doors must remain closed after 10:00pm.
 - c. If the function goes over the agreed time, an additional hourly rate may be charged.
17. It is strongly recommended by the City of Calgary, the Federation of Calgary Communities, and the TCA that renters secure appropriate Special Event Insurance. The Liability insurance carried by the TCA protects only the TCA, it does not cover the renter's liability in the event of a claim.
 - a. Renters are responsible to protect themselves against any bodily injury or property damage arising from their activities or from renting the Hall.
 - b. The renter agrees to save, indemnify, and hold the TCA, the Federation of Calgary Communities, and the City of Calgary harmless from any and all legal liability for bodily injury or death or property damage arising by, or as a result of, the use and occupancy by the renter of the facilities, no matter how caused.
 - c. The renter further agrees to waive any right to recovery against the TCA for any loss or damage incurred to the renter's property (or that of any other party, including but not limited to caterers, musicians, entertainers, food/alcohol servers, etc.) during the term of this agreement.
18. The renter is responsible for paying the appropriate SOCAN/Resound fees should music be played during the event.

Damage/Security Deposit

19. A Damage/Security Deposit is required to reserve any rental space(s), the renter is responsible for any loss or damage to TCA property occurring during the rental. Please make cheques payable to "Temple Community Association" (a separate cheque is required for the Security Deposit).
 - a. No bookings will be held until Security Deposit and signed Rental Agreement are received from client.
 - b. All damage/security deposits will be refunded by Cheque approximately 14 business days after the event regardless of payment method.
20. Should damages and/or theft be incurred to the property therein, charges for damages (labor and material costs) as well as a \$50.00 administrative fee will be debited from this amount.
 - a. Should damages and/or theft exceed the amount of the damage deposit, the renter agrees to indemnify the TCA for any costs incurred in excess of the damage deposit to restore the facility, equipment, materials, and/or supplies to the condition in which the renter received them. If necessary, action will be taken against the renter's insurance to recover these additional damages.
 - b. Cost of damages will not be assessed by your Hall Rental Facilitator. All assessments will be done by TCA Staff only. Renter will be notified within ten (10) days of any deductions.
 - c. The final decision on loss or deduction of damage deposit will be made by the TCA Staff with approval of the President of the Community Association.
21. Failure to comply with the Terms & Conditions in this agreement will result in a loss of or deduction from your damage deposit.
22. A MINIMUM OF \$200.00 will be deducted from your Damage Deposit should there be failure to comply to the cleaning responsibilities.
23. In the event of cancellation by the client 30 days or greater in advance of the rental date, a \$100 cancellation fee will be withheld from the Security Deposit (up to 60 days cancellation notice may be required for popular event dates, noted on rental agreement). If cancellation is made less than 30 days in advance of the rental date, a \$200 cancellation fee will be withheld. If cancellation occurs less than 7 days before the rental date, the client will forfeit the entire Security Deposit. If payment has been made in full, it will be refunded less the appropriate deposit withholding.
24. Keys must be left in drop box after your rental as directed by Hall Facilitator. **\$150.00 will be deducted you're your Damage/Security Deposit for any broken keys or if the keys are returned late. All of the Damage Deposit will be forfeited as a result of lost keys or if the doors are left unlocked or unsecured.**
 - a. The renter is responsible for any and all losses or damages resulting from the building being left unlocked or unsecured.

Set-Up and Clean-up

The hall/room must be left in clean condition when leaving.

**This includes washrooms, front entrance, kitchen and parking lot.
Tenant must supply all cleaning products**

25. All MAXIMUM SEATING capacity limits must be maintained. The renter will be responsible for any fines incurred should an official inspection take place during their event.
Large Hall – 250 Small Hall – 100 Boardroom - 40
26. No propane fueled warmers, pyrotechnics, sparklers, or fog machines are to be used in the building as it will set off the fire alarm.
- a. If there is a FALSE FIRE ALARM during the client's event (caused by the client, guests, or suppliers), **the client will be responsible for a \$600.00 charge** which will be collected **AT THE EVENT** in order for the event to continue.
 - b. Candles are permitted with prior approval only and in appropriate candle containers only. Candle flame must be at least 1 ½ inches below the top of the container. Tea light candles are preferred.
27. Decorations must be affixed in such a way that they can be removed without leaving any evidence of their presence. Painter's tape or other non-marking and non-damaging means are the only acceptable means of affixing decorations. Nothing may be used that will pierce or smudge the walls.
- a. Renter agrees to remove all products used for affixing decorations.
 - b. Any repairs required as the result of improperly affixed decorations are the responsibility of the renter, and renter agrees to pay for any such required repairs.
28. No Confetti is allowed inside or outside of the building.
29. The stage must be left in the same place as found.
30. Client is responsible for setting up tables and chairs for their event. Renters will be granted access to the Hall at an agreed upon time and this will be recorded on the rental contract.
- a. Tables are **not** to be dragged across the floor, but must be lifted and carried.
 - b. Always check that table legs are locked in place.
31. The renter must book sufficient time to allow for their own set-up prior to and clean-up following the event . The renter is responsible for clean-up and restoring the rental space to the condition in which it was rented, including:
- a. All decorations, equipment and personal items brought in by the client must be removed.
 - i. The TCA reserves the right to remove any equipment and material which has not been removed by the renter, takes no responsibility for the condition of any such items, and accepts no liability for any equipment or material which has not been properly and punctually removed by the renter.
 - b. Tables & Chairs are NOT to be put away or stacked, they are to be left in place for our staff to put away, and must be cleaned with soap & water.
 - c. Sweep floors of all debris.
 - d. Spot mop spills and sticky areas with soap and water (brooms & mop provided).
 - e. Remove all garbage and recycling from the facility (including the parking lot) to outside waste containers in parking lot.
 - f. All catering equipment and leftover food and beverages must be removed.
 - g. All alcohol must be removed.
 - h. Return to TCA staff any rented equipment in the condition in which it was rented.
 - i. Check bathrooms to ensure that all toilets have been flushed and taps are turned off properly
 - i. ****Ensure there are no nasty surprises for our cleaning staff!****
 - j. Please designate some volunteers in advance to help with clean-up at the end of the event
 - k. **In the event that the facilities are left unclean, a cleaning fee will be charged**
 - l. Please ask your guests/volunteers to RECYCLE all paper, cardboard, plastic containers, plastic bags/plastic wrapping, tin cans and glass jars. NO STYROFOAM products please!
32. Use of kitchen is included in the rental fee.
- a. Please use stoves for warming food only – NO COOKING of grease-producing foods is allowed. Food may be provided by Renter directly, or through a catering service contracted to the Renter. Food must be prepared off-site and delivered to the Hall.
 - b. Renter and/or caterer is to ensure that all appropriate Province of Alberta food handling, preparation, and service regulations and procedures are followed.
 - c. The client or client's caterer is responsible for clean-up of the kitchen so that it is left in the same condition in which it was found. This includes:
 - i. Removal of all food and items which the client or client's caterer brought in
 - ii. Coffee urns must be emptied and cleaned with soap & water
 - iii. Wipe down of all kitchen surfaces . All counters and sinks must be cleaned with soap/water.
 - iv. Appliances (if used) must be cleaned inside and out.

- v. Sweeping and mopping of kitchen floor.
 - vi. Ensure you use the extractor fan while using stoves.
33. The renter is responsible for leaving the building properly secured upon completion of the event
- a. Should any damage or losses occur as a result of the renter's failure to do so, the renter shall be responsible for any and all such losses or damage.

Alcohol

34. All Alberta Liquor Control restrictions must be complied with. A liquor license is required and must be displayed in the bar throughout the event, with attached receipts showing liquor purchases. **Your Damage Deposit will be forfeited and your event will be closed down should you be in violation of AGLC regulations.**
35. No alcoholic beverages are allowed outside any hall/room, or outside the building. Violations may result in the shutting down of the function by the Association's personnel or the City of Calgary Police Department, **as well as possible loss of the damage/security deposit or a portion thereof.**
- a. The person signing the liquor license is responsible for alcohol consumption and the safety of guests. That person must not consume alcohol themselves and must ensure that there is no drinking and driving.
36. As with food, renter is responsible for disposing of all waste, removing all beverage service materials and supplies, and cleaning to restore the rental space to the condition in which it was rented.

A Member Discount of 10% is available upon presentation of a valid Temple Community Association Membership Card

Hall is to be completely vacated by 1:30 A.M or damage deposit will be forfeited.

I _____ have read and understand the above Terms and Conditions, and hereby consent to adhere to these regulations and procedures.

_____ Signed this _____ day of _____, 20____.
Signature of Renter

TEMPLE COMMUNITY ASSOCIATION (TCA)
Indemnity and Hold Harmless Agreement

THIS INDEMNITY and HOLD HARMLESS AGREEMENT made as of this _____ day of _____, 20 _____,

BETWEEN: The Rentee ("Facility User"):

Print name

Address

City, Province and Postal Code

AND: The Renter ("TCA")

Temple Community Association
187 Templegreen Road N.E.
Calgary, Alberta T 4

BACKGROUND:

1) Whether or not the "Facility User" is fulfilling the requirement to provide insurance for their function/event, the "TCA" requires protection against any personal liability, claim, suit, action, loss or damage that may result from the "Facility Users'" participation in the Rental Agreement.

IN CONSIDERATION and as a condition of the "Facility User" entering into the TCA Facility Rental Agreement, it is acknowledged, the "TCA" and the "Facility User" agree as follows:

Facility User agrees to defend, indemnify and hold harmless the TCA and/or its employees, its affiliates and any and all entities and persons associated in any way with TCA from and against any and all claims, losses, liabilities and expenses including attorney fees and damages, actions or negligence arising out of the services provided by the TCA under this Agreement, or in connection with a violation of this agreement by the Facility User or through the Facility Users' use of this Facility, including without limitation claims made by third parties (including customers/associates/families/friends) of Facility User. You further agree to indemnify defend and hold harmless TCA, its affiliates and any and all entities and persons associated in any way with TCA from any injury or liability or damages whatsoever arising from any damages, injury or death resulting from use or misuse of the TCA Facility in any way whatsoever, including without limitation claims made by third parties (including customers/ associates/ families/ friends) of Facility User.

FACILITY RENTAL INFORMATION:

Facility Rental Agreement #: _____

Date of Event: _____

Rental Time: Start time: _____

End time: _____

IN WITNESS WHEREOF, each party to this agreement has caused it to be executed at the Temple Community Association, 167 Templegreen Road NE, Calgary, Alberta on the date indicated below:

FACILITY USER

TCA

Authorized Signature

Authorized Signature

Print Name

Print Name / Title

Date of Execution: _____