



# AGREEMENT FOR RENTAL OF FACILITY

Between

**CLYMONT COMMUNITY LEAGUE (Clymont)**

And

\_\_\_\_\_ (Renter)

Address \_\_\_\_\_ Phone \_\_\_\_\_

Cell \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_

**Clymont Community League – Address:** #1 51423 Hwy 60 Spruce Grove, Alberta T7Y 1C3 **Legal Land Description:** Lot 1-NW-27-51-26 W4

**Phone Number:** 780-470-0180 (leave message on answering machine) **Website:** [www.clymont.com](http://www.clymont.com) **Email:** [clymonthall@netscape.net](mailto:clymonthall@netscape.net)

Today's Date: \_\_\_\_\_, 20\_\_\_\_\_.

**Term of Rental:** The Renter desires to rent those portions of the Clymont Community League Facility (Clymont) from \_\_\_\_\_, 20\_\_\_\_, Time \_\_\_\_\_ to \_\_\_\_\_, 20\_\_\_\_, Time \_\_\_\_\_ and Clymont is in agreement with the Renter using the Facility only /or only those portions as specifically identified and described within this agreement. The Renter covenants not to use Clymont for any other purpose other than a Wedding \_\_\_\_ Reunion \_\_\_\_ Christmas Party \_\_\_\_ Anniversary \_\_\_\_ Other \_\_\_\_\_ as it relates to/for \_\_\_\_\_ (name of function /parties).

**The Renter agrees that the minimum number of catered guests will be 150.**

1. The Renter agrees to rent on these terms and conditions as provided herein and under the following rental options offered by Clymont:

RENTAL OPTIONS	RATE	OPTIONS CHOSEN
Full Weekend Package: (refer to schedule A)	\$1000.00	_____
Main Banquet Room: one day (refer to schedule B)	\$550.00	_____
*Additional North Room charge for less than 175 catered guests:	\$100.00	_____
South Meeting Room: 10 hours (refer to schedule C)	\$250.00	_____
BBQ Shack: one day (refer to schedule D)	\$250.00	_____
Additional Days (8 hours) (refer to schedules A or B for info)	\$350.00	_____
	TOTAL	_____
	GST (5%)	_____
	RENTAL TOTAL	_____

A Reservation Deposit and a Damage Deposit is required for all rental agreements. Rental and specified date will be confirmed only upon receiving the total funds indicated in the contract and attached schedules. ( NSF cheques void the agreed contract, and the date will not be held or reserved. \$100 charge will be added for NSF cheques.)

**Renter's Initials** \_\_\_\_\_



# SCHEDULE D

## BBQ SHACK (One day rental) \$250.00(attached to and forming part of the Rental Agreement)

Intended use for family reunions, parties, BBQ's or other approved functions.

### Description: One Day Package: Maximum 10 hours.

Please initial beside your choice of time slot for the day selected.

Day Selected →	Day	Month	Year	Initials
Please check the Time Slot Chosen: Other Time	Time slot choices		Please select your choice ↓	
	8 am – 6 pm	(10 hours)		
	9 am – 7 pm	(10 hours)		
	10am – 8 pm	(10 hours)		

#### 1) BBQ Building Rules

In the event the Renter is using the BBQ building and equipment , the Renter acknowledges that certain operating procedures and safety requirements are part of this use and agrees that:

- A) propane/natural gas is flammable, the use of the BBQ equipment is hazardous and that care and caution is required in the safe use and operation.
- B) no children under 18 shall operate, use or otherwise be in control of any valves, tanks, grills, ignition sources, lighter, starters tools or hardware. The Renter shall ensure that children are kept away from the equipment, heat and flames and agrees to take all prudent and proactive steps to avoid injury to all persons by maintaining and monitoring control of the building and equipment.
- C) there will be no use of additives, fuels or fire starters in the equipment.
- D) it will use and operate the provided exhaust fan as required to minimize soot and smoke damage to the interior of the building.
- E) safety is the responsibility of the Renter, and it will exercise prudent operation and reasonable care for such equipment and devices.
- F) it will not remove any BBQ equipment, tanks, accessories, equipment or tamper with any connections, valves, shut offs.
- G) existing health requirements and regulations will be followed as it applies to foods cooked on such equipment. The Renter agrees that only processed and inspected meats will be cooked at recommended temperatures on the BBQ equipment.
- H) no BBQ tools, tin foil, cooking spices, plates, condiments, serving items are provided with any BBQ rental.

#### **This package includes the use of:**

- \*BBQ Shack
- \*Picnic Tables
- \*3 Natural Gas BBQ's
- \*Garbage Cans
- \*Cooler in BBQ Shack
- \*Smoke Fan
- \*Parking Lot
- \*Natural Areas
- \*Skate Shack Washrooms

#### **This package excludes the use of:**

- \*Clymont Tables
- \*Clymont Chairs
- \*Clymont BBQ Utensils
- \*Main Banquet Room
- Renters Initials
- \*North Room
- \*South Room
- \*Kitchen
- \*Bar



# Clymont Community League

The Renter/Occupier, herein referred to as the "Renter",

\_\_\_\_\_ ,  
acknowledges that the facility is privately owned and operated by the Clymont Community League, by its members through its elected Executives and Board of Directors. Any consent, approvals, or changes in terms, conditions, permission for use, availability, rental rates, additional charges or additional fees or other charges/changes, or termination of the agreement/event, are the exclusive right of the Community League within its direction, bylaws or governing agreements at its sole discretion and option.

## Charges

Rental prices in this contract are based on costs, charges, tariffs, surcharges, rates, taxes, levies and exchange rates as of January 1, 2010. In the event that any of these rental costs, charges, rates, fees or additional charges change, be modified, increased or reduced, an amending modification agreement may be applied that modifies the agreement, or provides for an additional rental surcharge to be amended on the contracted price or any other terms and conditions. This agreement shall be provided to the Renter upon thirty (30) days notice in writing to the address listed for the Renter.

## Access and Hours of Rental

**This contract is subject to the following provisions:**

Access and permission to enter the facility is provided to the individual named on the agreement (or its approved agent with such approval to be provided to Clymont in writing) for the time period, dates and only those hours provided in this agreement.

Vacate possession of the premises or grounds shall be provided by the Renter in a clean and tidy condition and all of the Renters, guests, invitees and all occupants shall vacate the premises or facility no later than **Two Thirty**

(2:30 am) Edmonton Time with no exceptions, delays or extension. If vacant possession is not provided by Two Thirty (2:30 am), as required and agreed under this agreement, Clymont by its authorized agent, or its authorized party which shall be deemed to include any Federal, Provincial or County Law Enforcement Agency or the County Fire Chief or its officers, reserves the right, privilege and without prejudice to order verbally or in writing that the premises or facility be vacated. In the event the premises are not vacated as ordered, a penalty of Four Hundred (\$400.00) Dollars for the first half (1/2) hour after 2:30am and One Thousand (\$1000.00) per hour thereafter shall be charged, accessed and or deducted from the Deposit or invoiced as a receivable pursuant to this agreement and subject to collection.

All persons, occupants must vacate the premises and all items of value, cash gifts and any liquor must be removed as Clymont is not responsible for any items or decorations left on the premises.

## Bar Service

Subject to the provision of all required documents, products and supplies, licenses, receipts and mandatory PALS Insurance coverage in the name of the Renter being in place and in the possession of the Clymont authorized agent prior to opening such bar service, Clymont or its approved service providers shall provide Bar service to commence one (1) hour before the approved time for scheduled catered meal.

Bar Service shall cease at 1am with consumption until 2am – with vacate time no later than 2:30am.

## Deposits

There are three (3) deposits applicable to any Rental agreement, and the Reservation deposit once received and validated is the first (1) of three (3) installments towards the total contract price. The acceptance of the Reservation deposit, without the contract being executed by both parties, does not guarantee the Reservation, the date, facility rental or confirmed prices.

Renter's Initials \_\_\_\_\_

1) Reservation Deposit

In order to reserve a date for an event in or at the Clymont facilities, a Reservation deposit in certified funds or bank draft payable to Clymont in an amount of \$\_\_\_\_\_. 50% of the Rental Fee is required with **no** exceptions, unless approved by the Board of Directors written approval and passed as a recorded motion at a meeting of the Board.

The reservation deposit must be submitted within two (2) business days of the execution of the agreement to the appointed Clymont representative. Should the reservation deposit not be received by the appointed representative within the two (2) business day period, the Renter provides Clymont no choice than to cancel the Reservation and the date reserved of the facility availability without any obligation, liability or costs to the Renter.

2) Damage Deposit

**The damage deposit of Four Hundred (\$400.00) Dollars is in addition to the Reservation deposit and is not refundable until all terms and conditions have been satisfied and inspections / estimates are complete in the sole opinion of Clymont.**

The Renter is fully responsible for any and all costs, losses, loss of future revenue incurred as a result of damage, non availability to other third parties, excess cleaning fees related to the function, event, or facility, however caused and by whomever, whether invited as a guest or uninvited as a visitor, whether with the permission of the Renter. Should any pre-existing damage exist in the facility, the Renter shall have the responsibility to report any pre-existing damage to the Clymont representative, as soon as it is discovered. The reporting of any pre-existing damage does not replace or lessen the responsibility or obligation to report any further damage or to minimize or mitigate such damage. **Damage Deposit is to be paid in full no later than thirty (30) days before Rental date.**

3) Catering Deposit

All Catering, provision of food, and service of food or beverages is within the exclusive right and privilege of Clymont whether by its own forces and staff or in permission to grant or control service by licensed or

unlicensed third parties. No use of the kitchen, equipment, tools or catering stock is provided in the rental or reservation of the facility. The Catering deposit is over and above the Reservation and Damage deposit.

The Catering agreement is a separate agreement to be executed by the Renter and additional deposits or charges will apply. **Catering Deposit is to be paid in full no later than thirty (30) days before Rental date.**

4) Damages/charges/ liabilities in excess of the Deposit amount

In the event the damage deposit received is not sufficient to provide or pay for repairs, liabilities or replacements, as required due to abuse, damage or destruction as a result of the Renters use, loss or abuse of the facility, Clymont at its sole direction and option and using trades of its selection, shall receive quotations or estimates for such damage/repairs from such approved trades. A copy of such estimate will be provided to the Renter for reference for the full payment or settlement as it relates to the replacement or repair of such damage, as the case may be. With the facility being an operating rental venue and reserved for other third-party functions, it is the requirement to have the facility available to these parties and the ability of Clymont to honor such contracts and dates. Any loss of Revenue, cancellation penalties or third-party costs to Clymont as a result of such actions by the Renter will be in addition to such damages and form part of the Clymont claim against the Renter. Any repairs or damages shall be administrated and directed by Clymont, and full completed cost together with a 15 % administration fee of such repair will be fully paid by the Renter as a condition of the Rental agreement. In the event of a dispute, nonpayment or refusal to pay the outstanding balance, the Renter by its execution of this agreement agrees and acknowledges that Clymont shall have the exclusive right to proceed with the collection of all funds, including the use of collection agencies, and legal avenues to recover the cost of damages, administration charges, loss of rental revenue, interest on monies including all legal and court costs.

5) Deposit Refunds

**A) Damage Deposits** Any deposits held by Clymont will only be released once an inspection of the facility is completed by the appointed Clymont representative or its

Renter's Initials\_\_\_\_\_

executive. In the event and in the sole opinion of Clymont, that there is no damage requiring repairs or replacement, such deposit or portion thereof will be payable to and returned only to the person and address listed on the contract. In the event of damage, abuse, extras costs or charges occurring as a result of usage, such assigned or estimated cost/charges or fees will be deducted from the Damage deposit with a list of charges, and any balance remaining (if any) . All present and future booking privileges will be suspended and all related costs and lost rental income will be assessed to the Renter and may be deducted from any deposit held. The return of any deposit funds of any kind (if applicable) will be subject to the completion of inspections, estimates, deductions for cancelation fees, charges and fees, as required and subject to approval of Clymont, and may be returned by mail within thirty (30) days .

**B) Cancellation** In the event the Renter must cancel the reserved date or its function, the Renter is obligated to provide written notice to Clymont within five (5) Days of such decision, and the failure to provide written notice may result in other charges or fees applicable under this agreement. Clymont shall apply a one hundred (\$100.00) dollar administration fee to be deducted from any deposit funds held to offset its additional costs and is subject to the other rights provided under this agreement. Clymont shall use reasonable efforts to rebook the date for a similar sized function, and revenue value to Clymont. Clymont is under no obligation to reduce its rental charges, allow for the sublease or permit a replacement Renter not approved by Clymont to use the property, or to discount any charges or services as a result of the Renters cancellation. The Cancellation fee charged in addition to the administration fee above shall be based on the following percentage table based on the rental date/period in this agreement. The deduction by Clymont from the deposits held will be in addition to the administration fee and any remaining balance (if any) would be returned to the Renter as provided in this agreement.

More than 365 days written notice 25% deduction of Reservation Deposit  
More than 180 days written notice 50% deduction of Reservation Deposit  
More than 90 days written notice 75% deduction of Reservation Deposit

Less than 90 days written notice 100% deduction of Reservation Deposit

Clymont retains the right to modify, amend or waive its cancelation policy at any time with thirty (30) days written notice to the Renter.

In the event the date or event is not cancelled by written notice by the Renter, and the Renter does not use the property or have its function or planned event, all applicable Clymont charges will be applied to the Renters account, and shall include all fees, penalties and restocking fees' as applicable under this agreement or any other agreement executed with Clymont, including the catering contract.

**6) Payment of Balance of Rental Rate**

The Renter agrees to pay Clymont the balance of the rental no later than ninety 90 days before the date the Renter has agreed to rent Clymont's facilities. If the Renter fails to pay the balance of the rent within the time specified herein, Clymont may at its sole option cancel this rental agreement and retain the deposits and cancellation fees as provided for in paragraph #5 hereof without any liability to the Renter.

**7) Collection /default**

In the event of a default of any manner or matter under this contract, the Renter agrees to pay Clymont's legal fees on a solicitor/client basis together with any other fees, charges or interest rates as applicable in the collection.

**8) Cleaning charges**

In the event cleaning charges are required to be applied as a result of the use or abuse of the facility, such may be deducted from the Damage Deposit in the sole opinion of Clymont. Clymont and its contractors shall determine or estimate the extent of cleaning, and the charges required to be compensated for such cleaning damages, supplies and any special equipment to complete such cleaning, removal of items, materials or surplus debris. The application of cleaning charges shall be the sole right of Clymont and may be applied to maintain its property and professional appearance for other third parties and rental

Renter's Initials\_\_\_\_\_

purposes. The hourly costs of providing trades services and equipment shall be applied to any invoice or deduction from any deposit or any charge to be made to the Renter. Clymont reserves the right to inspect the facilities at any time before, during or after such event or rental, and to instruct the Renter to take the required actions to stop such actions, mitigate such damages, and take effective action to correct or cleanup the concerns to Clymont standards.

**9) GST taxes and fees**

GST and Taxes are applicable to all charges, fees and services associated with the rental contract. Any additional fees or charges under any governmental authority shall be applied to as required to charges under this contract.

**10) Renter Responsibilities**

**A)** The Renter acknowledges that the facility is a revenue producing venue and property for Clymont. The Renter acknowledges that Clymont ensures its facility is available to the Community and third parties.

**Indemnification:**

The Renter will, at all times, indemnify and save harmless Clymont, 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 Clymont, 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, invitees whether invited as a guest or uninvited as a visitor, whether with the permission of the Renter, or contractors except where the action, claim, demand, cost or expense was caused by intentional acts or gross negligence of Clymont.

The Renter agrees to fully and completely indemnify Clymont for any loss, future loss of revenue or damage to the facilities rented or areas of the grounds to which the Renter or his or her guests or invitees whether invited as a guest or uninvited as a visitor, whether with the permission of the Renter, have access, caused, damaged , abused, destroyed ,removed or otherwise affected or impacted the facility or property

of Clymont. The premises and facilities are professionally maintained to a standard set by Clymont in its sole opinion.

**The Renter agrees to indemnify Clymont for any loss or damage to facilities, property and equipment used or rented to which the Renter has access, use or provision.**

**B)** The designated facilities, as contracted, are to be left in the same condition in which they were found, which such original condition will be determined by Clymont. Wall decorations are to be affixed to the walls using the provided hooks only, which are located approximately Four (4) feet apart throughout the hall at a height suitable for the majority of functions within the facility. No additional hooks should be installed.

**C)** Ceiling decorations are to be attached using ceiling track clips only, and shall not exceed one (1) pound of dead weight on any single ceiling clip. No pins, staples, tape, thumbtacks, putty, nails or any other fastening device may be used, installed temporarily, placed on any ceiling, walls or floor. Absolutely no painting, tinting, or treatment of any surface is permitted inside or outside the facilities.

**D)** No tables or chairs are to be set on the wooden dance floor, without the Clymont supplied mats being used underneath (this excludes the cake table, head table and chairs behind the head table, of which shall not exceed 32 feet.) Clymont may instruct the removal of any placement in violation of this policy, and the Renter shall completely cooperate to relocate, remove, or put away such displays, decorations, or chairs and tables as required to the instruction and satisfaction of Clymont.

**E) The Renter, guests and visitors agree, and will fully cooperate, that they will not allow, display, provide or promote any book matches, lighters, sparklers or any ignition sources within the facilities.** Clymont is within its rights to request the immediate removal by the Renter, or take action to remove and dispose of any items that are in conflict of this policy with no liability or reimbursement to the Renter.

**F) Smoking is not permitted inside the facilities as per provincial regulations and smoking outside the**

Renter's Initials\_\_\_\_\_

**building is only incurred in those areas and setback distances as designated by provincial legislation.**

G) No confetti of any sort is allowed inside or outside of the facility or on the grounds. No open flame candles are allowed within the facility and all candles (if permitted and approved) must be in an enclosed container. (I.e.) A lamp or a bowl. It is recommended that flameless displays are the better option for decoration to avoid conflict with this policy.

H) The Renter is responsible for the securing and removal of its displays, gifts, and liquor from the facilities. Clymont is not responsible for the storage, theft, removal or misplacement of equipment, liquor, gifts, cash, objects, decorations, or displays. The Renter acknowledges that Clymont is not responsible for loss or theft of any kind, and provides no assurance of security, security systems, security devices or patrols on the property or buildings. Clymont does not provide locking storage or cabinets to the Renter and its guests, and visitors should proactively protect and remove any items of value from the property.

I) In the event the Function is to serve liquor, it is the responsibility of the Renter, at its sole cost and expense, to arrange for and ensure that a Party Alcohol Liability Insurance Certificate, in the amount of Two Million (\$2,000,000.00) Dollars minimum, has been arranged for and forwarded to Clymont within thirty (30) days of the Function. The Renter agrees that the insurance policy referred to herein will name the Clymont Community League and Parkland County as an additional insured on the said policy as their interest may appear and as a severability of interest clause or a cross liability clause.

All policies will contain an undertaking by the insurers to notify Clymont, 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.

The Renter is responsible for conforming to and adhering to all the Alberta Gaming and Liquor Commission (AGLC) licensing laws at its cost and for any matter related. The Renter may contact **AGLC 780-447-8600** with any questions in regard to the service of licensed beverages for its event or function. The operation and service by

Clymont of bar service is subject to the AGLC requirements and laws, and failure of the Renter to provide proper documentation of both a valid dated liquor permit and license and required PALS insurance to Clymont prior to the event will result in Clymont not being able to provide or open Bar service until such original documentation, proof of insurance coverage or required receipts is produced and provided by the Renter. The Renter acknowledges and approves that Clymont retains the exclusive right to withhold, stop serving, or close any liquor or beverage services until the requirements of AGLC and Clymont are satisfied, and no deduction of rental or credits will be provided or deducted. The Renter acknowledges that homemade wine, beer and liquor is not permitted to be stored, consumed or displayed on the property and will not be served or made available to its guests or visitors.

Any permits required must be made in the name of the Renter, and all permits required must be onsite and posted for the bar to open. Liquor may only be delivered the day of the event, and must be removed from the property by the end of the rental period. No liquor is to be left overnight, and Clymont takes no responsibility for its removal, disposal or delivery.

Liquor shall not be served or permitted to minors by the renter or by others while on the property.

J) The Renter accepts responsibility for any wrongdoing occurring during its use, rental or control of the property and will permit and conduct only lawful and publicly acceptable activities as determined by Clymont or law enforcement while on the property or in its use of the property under this agreement .

Clymont will retain control of the Facility and Clymont 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 invitees in accordance with the policies of Clymont relating to such use.

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

Renter's Initials\_\_\_\_\_

default of any of the terms and conditions herein, Clymont may terminate this Agreement forthwith immediately.

K) The renter agrees that if there is a violation of the Liquor permits, capacity, fire regulations or health regulations, at any time during the rental period, Clymont has the right to terminate the function and the Renters permission to use the property immediately, without liability or legal obligation.

**11) Hall set up and take down.**

Unless otherwise arranged and in writing in this agreement, the Renter is fully responsible for setting up only those approved Clymont provided tables and chairs, putting on table cloths, napkins, wine glasses and cutlery, all as required for the event. The Renter is also responsible for putting up any decorations, at its sole costs and only in those areas approved and by the attachment methods outlined.

At the end of the evening, event, or at the end of such agreed or specified time, the Renter shall be responsible for the removal of its decorations, the removal of any debris related to its function and the disposal of the same in the approved containers.

**12) Grounds, Parking areas, Fire lanes, and Legal /Police enforcement**

These areas are used in accordance with provincial legislation, property acts and under the Highway Traffic Act. Clymont reserves the right to remove such vehicles, trailers, equipment, displays, installations, all as required at the Renter's sole expense to require or ensure compliance with such legislation/s. If required under any condition, Clymont or its contractor shall have no obligation, liability or costs whatsoever in taking the required actions to comply with such legislation. Clymont may contact any policing organization or registration office to determine ownership of such vehicles as required, and the Renter shall have the liability for costs damages to any parking surfaces due to excess weight or repairs as required as a result of parking in areas not assigned. Clymont as sole owner of the property and facility may at its discretion and by its appointed representative or executive contact the RCMP or other agencies as required to inspect, enforce and assist or

direct actions as required to maintain civil obedience and apply any provincial or criminal laws as required.

**13) Entire Agreement and General Interpretation**

This Rental Agreement, including the Schedules attached hereto, contains the entire agreement between the parties hereto with respect to the subject matter of this Rental Agreement. There are no covenants, agreements, conditions or representations which will subsist between Clymont and the Renter, except as expressly set forth in this Rental Agreement. Except if otherwise specifically provided in this Rental Agreement, no amendment, modification or supplement to the Rental Agreement will be valid or binding unless set out in writing and executed by the parties hereto.

This agreement will be governed by the laws of the Province of Alberta, including the Occupier's Liability Act.

The Renter hereby agrees to the terms and conditions of this Rental Agreement on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

Clymont Community League represented by its agent \_\_\_\_\_, hereby agrees to the terms and conditions of this Rental Agreement on this \_\_\_\_\_ day of \_\_\_\_\_ of 20\_\_\_\_\_.

Renter's name (printed) \_\_\_\_\_

Renter's address \_\_\_\_\_  
\_\_\_\_\_

Renter's email address \_\_\_\_\_

Renter's phone number \_\_\_\_\_

Renter's alternative contact number \_\_\_\_\_

Function Reference \_\_\_\_\_

Date of Function \_\_\_\_\_

Renter's Signature \_\_\_\_\_

Booking Agent's Signature \_\_\_\_\_

Renter's Initials \_\_\_\_\_