

FACILITY RENTAL AGREEMENT  
(THE AGREEMENT)

THE USE AGREEMENT IS BETWEEN THE OWNER

**JAMES RIVER COMMUNITY ASSOCIATION  
GENERAL DELIVERY  
JAMES RIVER BRIGE, AB T0M 1C0**

AND THE USER:

**NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_

In consideration of the payments set forth herein and the mutual covenants, conditions and terms contained herein, the parties agree as follows:

**1. DEFINITIONS**

**1.1 “Facility”** means Community Centre building and surrounding grounds located on the grounds legally described as Lot 1 Block 1 SE1/4 16-34-5-5

**1.2 “Licensed Area”** means all that portion of the facility described in Schedule “A” attached hereto.

**1.3 “Event” means** \_\_\_\_\_  
(i.e. The use of which the Facility or License Area is being rented)

**1.4 “Event Date”** means \_\_\_\_\_  
 (“Weekend” means from 6:00PM Friday to 6:00PM Sunday)

**2. RIGHTS AND RESPONSIBILITY OF THE OWNER**

**2.1 During the Event**, the owner will permit the user to use the **James River Community Hall and grounds** for Permitted Activities and for no other purpose whatsoever, subject to the terms and conditions set forth herein and in **Schedule “A”** Please note that fireworks are not permitted at the Facility.

**2.2** The Owner will retain control of the **James River Community Hall and Grounds**. The owner will not unreasonably interfere with the User’s use. The **James River Community**

**Association** will be open to use by the User's agents, servants, employees and invitees, in accordance with the policies of the owner relating to such use.

**2.3** If, in the reasonable opinion of the Owner, the User undertakes or permits any activity within the **James River Community Hall and grounds** which is outside of the Permitted Activities, which may be a nuisance or cause damage, or if the User is in default of any terms or conditions of this Agreement, the owner may terminate this Agreement forthwith verbally or in writing and the User will forthwith vacate the premises.

**2.4** If the User fails or neglects to perform any of its obligations under this Agreement, the Owner will have the right, but will not be obligated, to take such action as is reasonably necessary in the sole discretion of the Owner to perform such obligations. In such event, the User will be responsible for the payment of all costs incurred by the Owner pursuant to this Section.

## **2. RIGHTS AND RESPONSIBILITIES OF THE USER**

**3.1** Upon the execution of this Agreement by the User and the Owner's representative, the User will pay to the Owner the sum \$\_\_\_\_\_ as the rental fee for the agreed upon Facility or License Area for the specific Area for the specified time(s). In addition, the User will pay a **Damage Deposit** in the amount equal to the rental rate to be held by the Owner until an inspection of the Facility determines that the Facility and grounds are free of damage. The Damage deposit is payable at the time of booking and will also act as a booking deposit. If the rental is cancelled before 1 month of the rental date the deposit will be returned. If cancelled within 1 month, the deposit will be cashed.

**3.2** The user will at all times indemnify and save harmless the Owner from and against any and all actions, claims, demands, suits, proceedings, damages, costs (including without restriction legal costs on a solicitor and is own client full indemnity basis) and expenses whatsoever that may be bought, made or incurred by or against the Owner by reason of, arising out of, or in any way related to the use of the Facility (or) License Area by the User, its agents, employees, invitees or contractors except where the action, claim, demand, cost or expense was caused by international acts or gross negligence of the Owner.

**3.3** The User may not assign the Agreement, either in whole or in part without the consent of the Owner, which consent will not be unreasonably withheld.

**3.3** The User will not permit any damage to occur to the Facility (or) License Area. In particular, the use of nails, screws or other material that will deface the walls, ceilings and woodwork is prohibited. The User will leave the **James River Community Hall & grounds** in substantially the same condition as when the User entered the Facility &/or License Area for use on that day within the Event Date, reasonable wear and tear expected.

**3.5** During the Event Date, the User at its sole cost and expense, will take out and keep in full force and effect insurance as identified herein:

**PAL INSURANCE IS REQUIRED IF THE USER INTENDS TO SERVE ALCOHOL AT THE FUNCTION.**

**TYPE OF INSURANCE \_\_\_\_\_**

The User agrees that the insurance policy (ies) referred to in this Section will name the Owner or any person, firm or corporation designated by the owner as additional named insured as their interest may appear and such policies will contain a waiver of any severability of interest clause or a cross liability clause.

All policies of insurance will be taken out with insurers and will be in a form acceptable to the owner, acting reasonable. The user agrees that certificates of insurance acceptable to the owner or certified copies if required by the owner will be delivered to the owner as soon as practicable after the placing of the required insurance. All policies will contain an undertaking by the insurer 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.

**3.6** The user will at all times obey all laws, by-laws, regulations and policies of the local authority within which the Facility is located as they may exist from time to time.

**3.7** The User will obtain all necessary licenses, permits (including but not limited to permits issued by the Alberta Liquor and Gaming Commission) and authorizations necessary to permit the use of Facility (or) License Area for the Event and shall carry out all activities reasonable necessary to maintain such licenses, permits and authorization in good standing.

**3.8** The User will provide its own security relating to the use of the Facility (or) License Area.

**3.9** The User will obtain prior written consent from the Owner for any construction or set up required by the User and dismantle such construction or set up items forthwith upon request from the Owner.

**3.10** The User will be responsible for its own set up and take down prior to and after the Event.

**3.11** The User will, if requested by the Owner, require its participants, entrants or other invitees to sign releases in a form satisfactory to the Owner, in its sole discretion.

**4.0 OTHER PROVISIONS**

**4.1** The Owner will not be liable for any theft, loss or damage of, to or from the persons or property of the User, its agent's employee's servants or invitees however so caused.

**4.2** Should the Owner be rendered incapable of performing its obligations hereunder by any reason of law, order or regulation or for any other reason beyond its reasonable control, the Owner will be relieved from the fulfillment of such obligations and the User will not be entitled to any compensations whatsoever.

**4.3** The User has inspected the James River Community Hall and grounds and has satisfied itself that the Facility is suitable for the event and that there have been no promises representations, warranties or undertakings given by the Owner with respect to the Facility &/or License Area except as are expressly set forth herein.

## **5.0 GENERAL PROVISIONS**

**5.1** In addition to the rights and responsibilities set out in this Agreement, the terms and conditions printed in **Schedule “A”** will also apply to this Agreement.

**5.2** Any notice to be given by parties hereto will be in writing and will either be delivered personally or mailed by prepaid registered mail. Notice given in such manner will either be deemed to have been received by the party of delivery or upon the Seventh (7th) day after the day of mailing. Any party may change its address for service from time to time upon written notice to that effect.

**5.3** The terms and conditions set forth in this Agreement constitute all of the terms and conditions of this Agreement and there are no terms, conditions covenants, agreements, representatives or warranties, either expressed or implied, arising between the parties hereto except as expressly set forth herein.

**5.4** If any provisions of this Agreement are illegal or unenforceable it will be considered separate and severable from the remaining provisions, which will remain in force as if the unenforceable provision had never been included.

**5.5** This Agreement will endure to the benefit of and be binding upon the parties hereto, their respective successors and permitted assigns.

**5.6** Portions of this Agreement may be enforced even if the Agreement has ended.

**5.7** The headings in this Agreement have been inserted for reference and convenience only and do not affect interpretation of this Agreement or any part of it.

**6. SIGNATURES**

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement  
this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

**James River Community Association**

**Per:** \_\_\_\_\_

**SIGNED, SEALED and DELIVERED** by  
**NAME OF SIGNATORY**, in the presence of:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_

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

**OR**

**(User-if a corporation)**

**Per:** \_\_\_\_\_

**Per:** \_\_\_\_\_

**SCHEDULE "A"**

1. The License Area is James River Community Hall and Grounds
2. Legal site number is 34222 RR53
3. Fire Regulations state that the maximum capacity in the hall is 175 persons
4. Leave the Facility in the same condition as you found it
5. Fireworks are **not** permitted
6. The attached checklist must be completed and returned for refund of damage deposit