



Summer Village of Gull Lake  
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Agreement #\_\_\_\_\_

**HALL FACILITY RENTAL AGREEMENT**

("The Agreement")

THIS AGREEMENT IS BETWEEN

**THE SUMMER VILLAGE OF GULL LAKE**

(hereinafter called the "Owner")

AND

-----  
 (hereinafter called the "User")

**DEFINITIONS**

- a). "Advanced Booking Fee" means a payment made at time of booking that is non-refundable if the event is cancelled.
- b). "Cleaning Fee" means a payment made to cover cleaning costs over and above the expected condition of the facility after the event.
- b). "Damage Deposit" means a pre-paid fee that is returned all or in part once a satisfactory inspection of the facility has been completed. All fees for repair or damages to the facility and/or its equipment/amenities and/or extra cleaning resulting from the rental will be deducted from the damage deposit;
- c). "Event" means the use for which the Facility is being rented;
- d). "Facility" means the Gull Lake Community Hall and grounds located at 27 Lakeview Avenue, or in the License Area as indicated on page 6.
- e). "Permitted Activities" means meeting, dining, socializing, dancing, performing, serving meals, merchandising, and the consumption and serving of alcohol;
- f). "Supplies" means those Supplies described in Schedule "A" hereto.

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

**1. PREAMBLE**

- 1.1. The Owner is the registered owner of the Facility;
- 1.2. The User is an individual or an incorporated organization within Alberta;
- 1.3. The User wishes to utilize the Facility or a portion thereof under the terms and conditions contained in this Agreement; and
- 1.4. This Agreement is contemplated for use by an Owner, which is a client of RMA INSURANCE LTD., and a User as described above.

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

- 2.1. During the Event, the Owner will permit the User to use the Facility for Permitted Activities and for no other purpose whatsoever, subject to the terms and conditions set forth herein and in Schedule "A";
- 2.2. The Owner will retain control of the Facility. The Owner will not unreasonably interfere with the User's use. The Facility will also 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 Facility 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 Facility;
- 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.

The Owner reserves the right to cancel any Event by returning the Damage Deposit and Advance-Booking Fee to the User.

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

- 3.1. The User will pay to the Owner an Advance-Booking Fee of one hundred and fifty dollars (\$150.00), upon the execution of this Agreement by the User. This Advance-Booking Fee is non-refundable. The User will pay to the Owner the remaining rental and cleaning fee for a balance owing, prior to the event;
- 3.2. The User agrees to use the Facility only for Permitted Activities during the Event;
- 3.3. 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 his own client full indemnity basis) and expenses whatsoever that may be brought, 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 by the User, its agents, employees, invitees or contractors except where the action, claim, demand, cost or expense was caused by intentional acts or gross negligence of the Owner;
- 3.4. 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;
- 3.5. The User will not permit any damage to occur to the Facility and will leave the same in substantially the same condition as when the User entered the Facility for use on that day within the Event Date, reasonable wear and tear excepted.
  - i). The User will pay the Owner a damage deposit of two hundred and fifty dollars (\$250.00) on or before the day of the event. The Owner will return this damage deposit to the User within one month after the Event upon a satisfactory inspection of the Facility. Failure to leave the Facility in an acceptable condition will result in all or part of the damage deposit being forfeited.

- 3.6. If alcohol will be served and/or consumed during the Event, the User at its sole cost and expense will take out and keep in full force and effect insurance as identified herein and supply a copy to the owner:
- i). Host Liability Insurance with coverage of at least One Million Dollars (\$1,000,000.00);
  - ii). The User agrees that the insurance policy 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 subrogation rights which the User's insurers may have against the Owner and a severability of interest clause or a cross liability clause;
  - iii). All policies of insurance will be taken out with insurers and will be in a form acceptable to the Owner, acting reasonably. 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 at least 48 hours in advance of the event, including proof of payment. 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) days prior to the material change, cancellation or termination thereof.
- 3.7. The User will at all times obey all laws, bylaws, regulations and policies of the local authority within which the Facility is located as they may exist from time to time; The Bylaws are on the Summer Village Website: [www.summervillageofgulllake.com](http://www.summervillageofgulllake.com).
- 3.8. The Owner will not be held responsible for any liability when the User's guests and/or employees are outside the property before, during or after the event;
- 3.9. 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 the Facility or the Event, and shall carry out all activities reasonably necessary to maintain such licenses, permits and authorizations in good standing.
- i). The User will provide its own security relating to the use of the Facility.
- 3.10. The User will obtain prior written consent from the Owner for any construction or set up required by the User, and dismantle such constructed or set up items forthwith upon request from the Owner;
- 3.11. The User will be responsible for its own set up and take down prior to and after the Event;
- 3.12. Any additional requirements such as grills, audio visual, must be requested a minimum of fourteen (14) days in advance of the event;
- 3.13. 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. OTHER PROVISIONS**

- 4.1. The Owner will not be obligated to provide the Facility for more than the number of people set forth in Schedule "A". If the Owner elects to provide the Facility for the excess number of people attending the Event, the User will be responsible for all additional costs invoiced by the Owner to the User in relation thereto;
- 4.2. The Owner will not be liable for any theft, loss or damage of, to or from the persons or property of the User, its agents, employees, servants or invitees, however so caused;

- 4.3. Should the Owner be rendered incapable of performing its obligations hereunder by reason of any 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 compensation whatsoever;
- 4.4. The User has inspected the Facility 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 except as are expressly set forth herein.
- 4.5. All deposits and fees must be paid at least twenty four hours (24hrs) in advance of the event date.

**5. 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 be deemed to have been received by the party of delivery or upon the seventh (7<sup>th</sup>) 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, representations or warranties, either expressed or implied, arising between the parties hereto except as expressly set forth herein;
- 5.4. If any provision of this Agreement is illegal or unenforceable, it will be considered separate and severable from the remaining provisions which will remain in force as if the unenforceable provisions have never been included.

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

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

IN WITNESS WHEREOF the parties hereto have executed this Agreement

this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

I have read and agree to the Summer Village of Gull Lake Facility Regulations as attached:

ALL AREAS MUST BE COMPLETED

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Signature (s) \_\_\_\_\_

-----  
Name (s) – Print clearly \_\_\_\_\_

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Mailing Address \_\_\_\_\_

Phone (home) \_\_\_\_\_ (work) \_\_\_\_\_ (cell) \_\_\_\_\_

Alternate contact person \_\_\_\_\_ Phone \_\_\_\_\_

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Village Representative

## Schedule "A"

### TERMS AND CONDITIONS OF USE

- The maximum occupant load of the Facility is 225 (standing); 100 (seated).
- No confetti is allowed in the Facility.
- The use of nails and staples for the purpose of hanging decorations is prohibited.
- Regulations and instructions as posted throughout the Facility must be followed.
- Light switches inside the main entrance door, right hand side.
- Dish rags and towels are the responsibility of the renter.
- No pets.
- Non-smoking facility.
- Hall equipment and furniture is not allowed to be removed from the complex (fenced area).

### AT THE CONCLUSION OF THE EVENT:

#### **Kitchen must be left in a tidy state:**

- Kitchen cleaning supplies are under the main sink;
- Sanitize dishware and place in its designated area;
- Wash counters, sinks, stove and microwave;
- Remove food and wipe down inside of refrigerator.
- Clean the stove top with a soft cloth and liquid cleanser if needed.
- The coffee urns are to be cleaned and left upside down in the sink to drain.
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#### **The main hall area must be left in a tidy state:**

- The floor is to be swept and spills to be mopped;
- Pick up and dispose of garbage;
- Tables must be cleared and wiped;
- Chairs stacked in sets of 5 on the stage;
- Brooms and mops are in the cupboard in the furnace room.
- Garbage bags are located in the kitchen under the sink;
- Remove and/or dispose of decorations;
- Food and liquor disposed of;
- Garbage should be disposed of in the garbage container outside on the west side of the small Community Building;
- Please place bottles in the recyclable bottle containers;
- The hall and all outside property should be cleaned and free of garbage, cigarette butts, bottles, cans, etc.;
- Ensure all bathroom toilets are flushed;
- All lights must be turned off and furnace thermostat set to 15 degrees;
- Lock all doors and return key as pre-arranged.

