**BEAUPRÉ COMMUNITY ASSOCIATION RENTAL AGREEMENT**

This agreement made this \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20 \_\_\_\_\_\_\_\_.

Between: Beaupré Community Association, PO Box 662, Cochrane, AB T4C 1A8

# Telephone 403-932-5497

#  Legal Description: SE1/4-29-26-5-W5

# Municipal Address: 263035 Beaupré Creek Road

(Hereinafter referred to as the “**Owner**”)

And \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Telephone\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Hereinafter referred to as the “**Renter**”)

|  |
| --- |
| **The Renter agrees to indemnify and hold harmless the Beaupré Community Association from any and all third-party claims, demands or actions for which the Renter is legally responsible, including those arising out of negligence or willful acts****by the Renter or the Renter’s employees or agents.** |

1**. Term of Rental**: Renter agrees and understands that they must be **AVAILABLE AND PRESENT AT ALL TIMES** during the Function.

The Renter desires to rent from the Owner, Beaupré Community Hall, which is located at the address listed above and includes the building and surrounding grounds (the “Facility”), from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (the “Rental Period”) and **agrees to respect and abide by Quiet Times, as defined in Schedule “B”, by limiting noise for all outdoor activities after 12:00 PM (midnight).**

Owner agrees with the Renter using the Facility for\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (the “Function”), with maximum \_\_\_\_\_\_ people attending. (180 people hall capacity due to fire regulations)

2**. 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, and further agrees to comply with the “**Conditions of Use**” in Schedule “B”.

3. 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. **A $40.00 PER HOUR CLEANING FEE, (3 HOUR MINIMUM) WILL APPLY, IF HALL NOT LEFT IN** **CONDITION READY FOR NEXT RENTER.**

4.**Required Liability Insurance**: It is the responsibility of the Renter, at its sole cost and expense, to arrange for and ensure that a **Special Event Liability Certificate of Insurance (“Liability Policy”)**, of a minimum **$2,000,000.00** limit, has been arranged for and presented to a representative of the Owner (“Booking Agent”). **Beaupré** **Community Association** and the **County of Rockyview** must be named as an additional **insured** on the said **Liability Policy.**

5. **Liquor Consumption Policy**: If **liquor** is to be consumed on the Facility, it is the responsibility of the Renter, at its sole cost and expense, to arrange for and ensure that a **Party Alcohol Liability Certificate of Insurance (“Liquor Policy”)** has been arranged for and presented to the Booking Agent. **Beaupré** **Community Association** and the **County of Rockyview** must be named as an additional **insured** on the **Liquor Policy as well as on the liquor permit (“Liquor Permit”).**

6. **Smoking Policy**: No smoking of tobacco or cannabis products is permitted inside any building on the Facility. Smoking is only permitted, at least 5 meters from any doorway, window or air intake. It is the responsibility of the Renter to ensure compliance with all laws regarding tobacco or cannabis use, and any restrictions on smoking in this agreement.

7. **Payment of Rent**: Payment is due in full on the date of the Function.

8. **Advance Deposit**: All functions are subject to an advance deposit which is due, six (6) weeks following booking of the Facility to secure the date of the Function (“Advance Deposit”). Advance Deposits are non-refundable within six (6) months of the date of a function unless authorized by the Booking Agent and approved by the board of directors of the Owner.

 9. Rent, as agreed upon between Owner and Renter, is as follows:

|  |  |  |
| --- | --- | --- |
|  | **Rental Amount** | **Amount Owing** |
| Daily Rate Business Meeting (1-4 hours)  | $450.00$200.00 |  |
| Damage Deposit  | $800.00 |  |
| Water Charge: First Day of Event with groups of 100 or more First Day of Event with groups of 50-99Each subsequent day of Function  | $115.00$70.00$30.00 |  |
| PA SystemCocktail Tables (use of all tables)BBQ (must provide own propane) | $40.00$40.00$40.00 |  |
| Evening set-up/ 5pm on (renter’s responsibility) | $125.00 |  |
| Morning clean-up/until 12 Noon (renter’s responsibility) | $125.00 |  |
| Camping Fee of $25 per unit, $15 per tent |  |  |
| **TOTAL AMOUNT DUE DAY OF FUNCTION** |  |  |

IN WITNESS, WHEREOF the parties hereto have executed this agreement as of the day and year written above.

BEAUPRÉ COMMUNITY ASSOCIATION, by its authorized representative

Booking Agent: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Renter: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Beaupré Community Association, a non-profit organization established in 1962, is a volunteer-driven neighborhood society, and the Beaupré Community Hall is a year-round gathering place for our community.

2022/2023

Schedule ‘A’

**ACKOWLEDGEMENT AND WAIVER RE: ALCOHOL CONSUMPTION**

The Renter, as defined in this agreement dated \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_\_\_, herein acknowledges that it is their sole responsibility to obtain a **Liquor permit** and **Liquor Policy** for the Function, as defined in this agreement.

It is understood by the Renter that no alcoholic beverages will be consumed in the Facility or the surrounding grounds of the Owner, without first obtaining the prior written consent of the Owner.

**The Renter agrees that all bars will close at 1:00 AM and all liquor will be either vacated from the Facility or secured from further consumption no later than 2:00 AM.**

If the Owner has provided consent to the Renter for alcoholic beverages to be consumed in the Facility or on the surrounding grounds, the Renter acknowledges that they will purchase from a licensed insurance agent or broker a **Liquor Policy** in an amount not less than **$3,000,000.00** and shall name, as an additional insured, the **Beaupré Community Association** and the **County of Rocky View** under the Liquor Policy. The Renter agrees to provide to the Owner, or the Booking Agent, a **certificate of insurance** evidencing this coverage prior to the Function, as defined in this agreement, and evidence of a Liquor Permit.

It is further agreed that at all times the Renter, without limitation, shall indemnify and save harmless the Beaupré Community Association, its directors, officers and agents and the County of Rocky View, its councilors, officers, employees, volunteers and all other representatives from and against all liability, claims, actions, losses, costs and damages arising out of actions or omissions of the Renter.

Dated this \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20 \_\_\_\_\_\_, Cochrane, Alberta.

BEAUPRÉ COMMUNITY ASSOCIATION, by its authorized representative:

Booking Agent: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Renter: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**The Renter acknowledges, by its initials, that alcohol will be served or consumed at the Function.**

Initials:\_\_\_\_\_\_\_\_\_

**The Renter acknowledges, by its initials, that alcohol will NOT be served or consumed at the Function.**

**If alcohol or evidence of alcohol is found on the premises during or after the event, the damage**

**deposit WILL NOT be refunded.**

Initials:**\_\_\_\_\_\_\_\_\_**

Damage Deposit Received Booking Agent: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Damage Deposit Returned Booking Agent: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**Schedule ‘B’**

CONDITIONS OF USE - BEAUPRÉ COMMUNITY HALL

1. “QUIET TIMES”: All outdoor activity must be quieted down no later than 12:00 PM (midnight).
2. ALCOHOL: Close all bars at 1:00 AM and secure all liquor from further consumption by 2:00 AM as per Alberta liquor laws
3. CAMPING: Camping is permitted on the Facility grounds for a fee. However, we do not supply any services such as water, power or sewer. Fires allowed in fire pit ONLY.
4. DECORATING: Do not remove memorabilia of the Owner from walls when decorating. Use only tape provided by the Booking Agent for decorating inside and hooks located around perimeter. Use of nails, tacks, etc. is prohibited.
5. NO SMOKING: Smoking is ONLY permitted outdoors. Please use receptacles located at west and east entrance doors to extinguish cigarette butts. No smoking of tobacco or cannabis products is permitted inside any building on the Facility. Smoking is only permitted, at least 5 meters from any doorway, window or air intake. It is the responsibility of the Renter to ensure compliance with all laws regarding tobacco or cannabis use, and any restrictions on smoking in this agreement.
6. CANDLES: No open flames are permitted. Battery operated candles only.
7. NO DEEP FRYING: Fire regulations do not permit deep frying. Note location of four fire extinguishers and one first-aid kit.
8. FIRE PIT: No fires allowed during County of Rocky View fire bans (can be accessed via website) or during high winds. Renter is responsible for fire safety of the Facility and grounds. Renter must provide own wood and axe.
9. NO PARKING ZONES: Ball diamond, septic field (located North side), picnic area, cisterns (East Side).
10. BBQ: Must be cleaned prior to check out, if rented. Any damage will be deducted from damage deposit.
11. PAPER PRODUCTS: For rentals of more than one day, renter must bring extra garbage bags/toilet paper/paper towels.
12. DRINKING WATER: Water from taps is potable. Some bottled water is provided from dispenser.
13. HALL KEY: Renter is responsible for the security of the Facility key and the safe return of the key to the Booking Agent.
14. GARBAGE AND RECYLCABLES: Must be taken with you upon departure. Refundable containers may be left at the hall, in bags.
15. A walk-through/check-in inspection of inside and outside of building, including grounds, will be done with Renter upon arrival and a check-out inspection upon departure.
16. RENTER IS RESPONSIBLE TO CLEAN HALL. PRIOR TO DEPARTURE, PLEASE REFER TO CLEAN UP CHECK LIST, PLEASE NOTE THAT A $40.00/PER HOUR CLEANING FEE WILL APPLY, WITH A 3 HOUR MINIMUM CHARGE, IF HALL NOT LEFT IN CONDITION READY FOR NEXT RENTER, PER THIS AGREEMENT.

*Renter shall leave hall and grounds clean, tidy, and ready for next-day users, including washrooms, floors and outside grounds*

***PLEASE BE RESPECTFUL - THANK YOU - ENJOY!***

***I have read, understand and agree to the above responsibilities as Renter of the Facility***

Renter: ***\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***

***Witness Signature/Booking Agent***

Witness: ***\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_***

2022/2023