

MADDEN COMMUNITY CENTRE RENTAL AGREEMENT

Mod 4 Comp 16, Madden, AB T0M 1L0

BETWEEN:

Madden and District AG Society ("Madden AG")

- AND -

_____ (the "Renter")

Renter / Primary Contact: _____

Address: _____

City/Postal Code: _____

Phone Number: _____ Cell Number: _____

Email Address: _____

RESERVATION / BOOKING DETAILS

Dates of Use: _____

Start Time of Use: _____ End Time of Use: _____

Time Includes Set Up

Time Includes Clean Up

Purpose of Use: _____

TERMS AND CONDITIONS OF RENTAL

1. General

- 1.1. The Renter of the Madden Community Centre covenants that he/she is 18 years of age or older.
- 1.2. The Renter of the Madden Community Centre must complete and sign a rental agreement, pay all amounts owing including the Reservation have the damage deposit paid and provide proof of all required documents prior to gaining access to the Madden Community Centre.
- 1.3. Concerns about facility operations, renter conflicts, facility damage, withheld damage deposits, and/or any other issues following a booking shall be addressed to the Hall Manager. If a resolution is not reached, the dispute may be escalated to the Executive Board of the Madden AG whose decision on the resolution will be final.

2. Damage Deposit & Damages

- 2.1. The Reservation /Damage Deposit must be paid in full a minimum of 60 days prior to your booking.
- 2.2. Up to \$1000 of the Reservation / Damage Deposit is non-refundable in the event the booking is cancelled by the Renter.
- 2.3. Damage Deposits will be held for up to 14 days for day rentals and up to 30 days for weekend rentals post completion of the booking prior to refund to the Renter.
- 2.4. The Renter assumes all responsibility for any damage to the premises and will be charged for all repairs and/or replacement of Madden AG property. If there are lost or missing items, they shall be charged to the Renter at proportionate costs.
- 2.5. If in Madden AG's reasonable opinion, all or a portion of the Damage Deposit is required to be withheld upon completion of the booking, written notification indicating the associated amount(s) and reason for withholding shall be sent to the Renter within 14 or 30 days from the date of the booking. Any disputes associated with the withholding shall be resolved in accordance with Section 1.3 herein.

3. Responsibilities

- 3.1. Clean-Up and Duties of Renter: The Renter agrees to strictly adhere to all terms and conditions pertaining to the premises and agrees to clean the facilities as indicated within this Agreement and on the attached checklist. Any costs or expenses Madden AG incurs arising from the Renter's failure to complete its duties or follow the terms and conditions herein shall be itemized and deducted from the Damage Deposit. Any remaining balance shall be returned to the Renter in accordance with Section 2.3 above.
- 3.2. A completed Cleaning Checklist (attached) shall be left in the kitchen by the Renter immediately following the booking.
- 3.3. Renter(s) shall ensure their booking does not exceed the occupancy capacity of the room(s) that is being rented.
- 3.4. Renter(s) are responsible for their guests, caterers, contractors and other persons.
- 3.5. Community Center tables and chairs will not be used outside of the Community Centre facilities, nor will they be rented or loaned out for functions at other facilities.

4. Liability Insurance

- 4.1. Madden AG requires that all Renter(s) have third party liability insurance for their booking. Failure of the Renter to maintain appropriate insurance for their booking may result in immediate termination of the booking and retention of the non-refundable portion of the Booking/Damage Deposit at the sole discretion of Madden AG.
- 4.2. In respect of the booking, Renter shall obtain and maintain at its own expense, Comprehensive General Liability Insurance (including glass, fire, contents and liability) in an adequate and appropriate dollar amount of no less than two million (\$2,000,000) dollars per occurrence and covering bodily injury, death, and/or property damage.
- 4.3. The insurance shall extend to cover the legal liability of the Renter(s) for the property of Madden AG through the inclusion of Madden AG as an additional insured.
- 4.4. Proof of liability insurance is mandatory. All Renter provided insurance policies must state that the policy(ies) cannot be cancelled, lapsed or materially altered without thirty (30) days prior written notice to Madden AG.

5. Liquor License

- 5.1. If liquor is to be served at the booking, the Renter must obtain a liquor license and liquor liability rider from their own insurance agency or from Westland Insurance Agencies in Carstairs (403-337-3454). Reference address is 285117 Range Road 30.
- 5.2. Liquor can only be served or sold with the appropriate liquor permit. Liquor service must abide by applicable laws and the guidelines of the liquor license purchased, as regulated by the Alberta Gaming and Liquor Commission.

6. Strictly Prohibited

- 6.1. The following are strictly prohibited behaviors/activities during the booking:
 - 6.1.1. To smoke within the Community Centre facility.
 - 6.1.2. To have pets or animals of any kind within the Community Centre facility.
 - 6.1.3. To place chewing gum on tables, chairs, floors or walls.
 - 6.1.4. To use confetti, glitter, sticky, fine or similar decorative substance within the Community Centre.
 - 6.1.5. To put tacks, staples, tape, etc. in or on the walls, stage ceilings or floors.
 - 6.1.6. To have open flame candles or fire. Only flameless candles are permitted.
 - 6.1.7. To store food or ice scoops in the ice machine as this results in contamination of the ice.

Should evidence of or damage from the above listing of prohibited items be found (i.e. gum, glitter, etc.) upon completion of your booking, a portion or all of the Damage Deposit will be withheld at the discretion of the Hall Manager to account for the labour and/or any damages associated with removal and rectification.

ACKNOWLEDGMENT

I have read and agreed to the terms in this agreement and understand that I am responsible to pay for any damage caused, as well as extra cleaning that might be incurred, and/or the repair or replacement of property during my use of the Madden and District Community Centre. The Renter hereby acknowledges, agrees, and covenants to release and HOLD HARMLESS and INDEMNIFY the Madden and District Agricultural Society, its members, Volunteers and Contractors, both jointly and severally, from and against any and all suits, actions, damages, claims or costs including lawyer fees which arise from or relate to the use of the Premises by the Renter and by those persons attending the Premises at or without the invitation or the consent, expressed or implied, of the Renter. The signatures below confirm agreement with the terms and content of this Agreement. Failure to comply with this Agreement or general regulations will result in cancellation and/or loss of damage deposit.

Date: _____

Name: _____

Signature: _____