

THE BOWER PLACE COMMUNITY ASSOCIATION

CONTRACT#	
DATE	

85 Boyce Street

c/o Box 21024, Red Deer, AB T4R 2M1
Bookings Line # 403-340-3070
Email: bookings@bowercommunity.ca

Web: www.bowercommunity.ca

RENTAL AGREEMENT

CHARGES

FACILITIES INCLUDED	HALL KITCHEN SKATE SHACK	
RENTAL RATE/FEES		
TOTAL	PAYMENT TYPE:	
SECURITY DEPOSIT	\$200.00	



TERMS AND CONDITIONS



Subject to the terms, conditions and covenants herein contained:

- 1. The Lessee covenants and agrees to pay to the Association the sum of \$_____ for the use and occupation of the said premises at The Bower-Kin Community Center at 85 Boyce Street, Red Deer, AB T4R 1P2.
- 2. The Lessee expressly covenants and agrees that all chattels, furniture, or fixtures of whatever nature or kind brought on the said premises by it during the term of this Agreement shall be brought on the said premises at the sole and exclusive risk of the Lessee and the Association has made and makes no representations or warranties to the Lessee concerning liability for loss or damage resulting therefrom.
- 3. The Lessee expressly covenants and agrees during its use and occupation of the said premises it will indemnify and save harmless the Association from and against any and all liability whatsoever resulting from injury or damage to any person, persons or property by reason or as a result of the use and occupation of the said premises directly or indirectly as herein set forth, or by reason of or as a result of the acts of it or its servants, agents, employees, or workmen.
- 4. The Lessee expressly covenants and agrees that upon the expiration of the term herein granted, it shall remove and dispose of as it sees fit all and any decorations, posters, streamers, lights and other fixtures, appliances or decorations which it may have affixed, placed or erected in, or about the said premises such that the said premises shall be left in the same condition and repair as existed at the time the Lessee entered thereon and shall indemnify and save harmless the Association from any damage to the said premises occasioned by such removal saving and excepting normal wear and tear; PROVIDED FURTHER HOWEVER that the Association reserves unto itself the exclusive right to designate those places where decorations, posters, streamers and lights may be affixed, placed or erected.
- 5. The Association expressly agrees to furnish and supply to the premises such electric light, power, and heat as may reasonably be required by the Lessee for its use during its term of Use and occupation of the said premises.
- 6. **Insurance**: Organizations renting facility space may be required at the discretion of the Community Association to obtain and provide a copy of General Liability Insurance of not less than Two Million Dollars (\$2,000,000) per occurrence and such insurance shall include The City of Red Deer and The Bower Place Community Association as an additional insured. This insurance must not have a participant's exclusion.
- 7. **Alcoholic Beverages:** A Special Event license from Alberta Gaming, Liquor and Cannabis is required for all private functions held in the facility whether alcohol is being provided free of charge or resold to guests of the function. Serving and consumption of alcohol is not permitted outside of the facility and all attempts must be made to ensure doors remain closed during the function.

The Lessee must obtain and provide a copy of Party Alcohol Insurance (PAL) to the Association.

AGLC Liquor License Application

- 8. **Tobacco/Cannabis Products:** Tobacco and Cannabis products are not permitted in the facility and any such use must comply with The City of Red Deer Bylaws.
- 9. **Personal Effects:** The Lessee assumes all responsibility for any goods, materials, or personal effects that may be placed in storage or lost and found at the facility before, during, or after the rental period.

- 10. Rental requests will only be granted to a person(s) of the legal age of 18 years ("the Lessee"). The Lessee must ensure that an adult is present at the facility during the activity or event when the facility is being used by persons under the legal age of 18 years.
- 11. **Changes to Rental (by Lessee):** 4 weeks advance notice receives a total refund; 3 weeks advance notice receives a 75% refund; 2 weeks advance notice receives a 50%. refund; less than 2 weeks notice receives no refund.
- 12. **Changes to Rental (by The Community Association):** The Community Association reserves the right to cancel or amend this agreement in advance of the date should special circumstances arise. In these circumstances, a full credit or refund will be made to the Lessee or alternative date(s) may be provided where possible.
- 13. **Security Deposit:** \$200.00 payable by cash or cheque on receipt of keys.
- 14. Clean-up and list of rules and regulations as per attached must be adhered to. The Security Deposit will be forfeited if clean-up is not completed and damage is present.
- 15. The Lessee understands and confirms that it is aware of and agrees to comply with all Alberta Health Services (AHS) and The City of Red Deer COVID requirements, restrictions and guidelines, as set out on the AHS and The City of Red Deer website and as updated from time to time. Failure to comply with AHS and The City of Red Deer rules, regulations, and guidelines may result in cancelation of the Rental Agreement and forfeiture of all monies paid. The Community Association shall not be held liable for any damages caused by the Lessee's failure to follow the AHS and The City of Red Deer rules, regulations, and guidelines.
- 16. If an emergency situation occurs while the Lessee is using the facility, the Lessee must call 911 and The City of Red Deer's on-call number: 403-506-4810.

The undersigned has read and agrees to be bound by this Agreement and the Terms and Conditions contained herein, and hereby warrants and represents that he/she/they execute this Agreement on behalf of the Lessee and has the sufficient power, authority, and capacity to bind the Lessee with his/her/their signature. Please sign and return a copy of this rental agreement with payment and deposit.

This Agreement shall not be binding unless signed by the Lessee and returned to the Association.

LESSEE	THE BOWER PLACE COMMUNITY ASSOCIATION	
Name (print):	Name (print):	
Signature:	Signature:	
Date:	Date:	
Telephone:	Telephone:	

Keys Received	Date Received	Date Returned	Date Liquor Permit Received (If Applicable)