

HASTINGS LAKE HALL Facility Rental Agreement

This Agreement made this _____ day of _____, 20_____.

Between: **HASTINGS LAKE COMMUNITY ASSOCIATION**
of 51080 Range Road 204, AB T8G 1E5
(hereinafter referred to as the “**Operator**”)

and

_____ (name)
(hereinafter referred to as the “**Renter**”)

of _____ (organization, if applicable)

1. Term of Rental: The Renter desires to rent from the Operator the Community Facility (“Facility”) from _____ AM/PM _____, 20_____ to _____ AM/PM _____, 20_____, (the “**Rental Period**”) and the Operator is in agreement with the Renter using the Facility for the **purpose** of _____ (the “Function”).

Expected number of people attending _____

2. Rights and Responsibilities of Renter: The Renter agreed to use the Facility only for the Function as indicated above, during the agreed upon Rental Period.
3. The Renter will, at all times, indemnify and save harmless the Operator, and their directors, officers, volunteers and agents, and Strathcona County (hereinafter referred to as the “Owner”), and their Councillors, directors, officers, employees, contractors, agents and volunteers from and against all actions, claims, demands, suits, proceedings, damages, costs (including without restricting the generality of the foregoing, legal costs on a solicitor/client basis), and any further associated expenses that have been brought, made or incurred by or against the Operator and their directors, officers, volunteers and agents; or the Owner, and their Councillors, directors, officers, employees, contractors, agents and volunteers, by reason of, or arising out of, or in any way related to the Facility by the Renter, 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 Operator and /or Owner.
4. This Agreement may not be assigned, in whole or in part, by the Renter without the express written authorization of the Operator and the Owner.
5. 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.

6. In the event the Function is to serve liquor, it is the responsibility of the Renter, at its sole cost and expense, to arrange for and ensure that a Host Liquor Liability Certificate of Insurance has been arranged for and forwarded to the Operator within 7 (seven) days of the Function. The Renter agrees that the insurance policy referred to herein will name the **HASTINGS LAKE COMMUNITY ASSOCIATION** and **STRATHCONA COUNTY** as an additional insured on the said policy as their interest may appear and a severability of interest clause or a cross liability clause. All policies will contain an undertaking by the insurers to notify the Operator, in writing, of any material change, cancellation or termination of any provision of any policy, not less than 30 (thirty) days prior to the material change, cancellation or termination thereof.
7. It is agreed by the Renter that it shall sign and provide the Operator at the same time of execution of the Agreement, and Acknowledgment and Waiver, in the form attached hereto as Schedule "A".
8. Rights and Responsibilities of the Operator: During the Function, the Operator will permit the Renter to use the Facility for permitted activities and for no other purpose whatsoever, subject to the terms and conditions set forth herein.
9. The Operator will retain control of the Facility and the Operator will not unreasonably interfere with the Renter's use and enjoyment of the Facility. The Facility will be available to the Renter's agents, servants, employees, and invitees in accordance with the policies of the Operator relating to such use
10. In the event the Renter undertakes or permits any activity within the Facility of the Facility Grounds which activities may be a nuisance or cause property damage or may cause personal injury, or in the event the Renter is in default of any of the terms and conditions herein, the Operator and/or the Owner may terminate this Agreement forthwith immediately.
11. The Operator and their directors, officers, volunteers and agents; or the Owner and their Councillors, directors, officers, employees, contractors, agents and volunteers will not be liable for any theft, loss or damage of property of the Renter, its agents, employees, servants or invitees, however so caused.
12. Payment of Security Deposit: A Security Deposit in the amount of \$500.00 is due upon signing of this contract. The Security Deposit will be refunded within one month after the event, less any charges for cleaning and/or damages to the facility (as per Schedule "B") and/or fees owing.
13. Cancellation: Upon cancellation of a Facility booking **more than 8 (eight) weeks prior** to the event, the Security Deposit will be refunded in full/
14. Payment of Rent: The Rental Amount is due **30 (thirty) days before** the date of the Function and should be provided to the Hall Rental Coordinator upon request. Rental Fee, as agreed upon between Operator and Renter is as follows:

Type of Function	Rental Time Period	Rental Amount	Total Amount Owing
Community Hall, Kitchen and use of ground, maximum 100 guests	1 st day	\$300.00	
	2 nd day	\$250.00	
	3 rd and subsequent days	\$150.00	
	Min for Jun – Aug weekends	\$700.00	
Meetings, maximum 100 people	Per hour, minimum 2 hours	\$25.00	
AV Equipment Rental	Per Rental	\$150.00	
Dumpster Use	Per Rental	\$40.00	
Overnight Camping	Per Unit	\$10.00	
Security Deposit		\$500.00	
TOTAL			\$
Minus Security Deposit Paid			
AMOUNT DUE 30 DAYS BEFORE FUNCTION			\$
If Renters do not abide by the Rental Agreement cleaning, then a cleaning fee will be withheld from the deposit at a rate of \$25/hour and charged for a minimum of 2 hours.			

15. General Provisions: The terms and conditions set forth herein constitutes all of the terms and conditions of this Agreement, and there are no terms, conditions, covenants, agreement, representations, or warranties, either expressed or implied, arising between the parties hereto except as expressly set forth herein.

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

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

HASTINGS LAKE COMMUNITY ASSOCIATION,
by its authorized representative

Per: _____

Renter' Signature _____ Date _____

Mailing Address _____

Phone (Home) _____ (Work) _____ (Cell) _____

Email Address _____