

THIS RENTAL AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ A.D.

Between: **BEVERLY HEIGHTS COMMUNITY LEAGUE (BHCL)** Represented by: \_\_\_\_\_

And: ORGANIZATION (if applicable): \_\_\_\_\_

Represented by: \_\_\_\_\_  
(Hereafter referred to as The Renter)

ADDRESS: \_\_\_\_\_ P.C. \_\_\_\_\_

PHONE: (Cell) \_\_\_\_\_ (Home) \_\_\_\_\_

E-Mail: \_\_\_\_\_ BHCL Community League Member?  Yes  No

THE BEVERLY HEIGHTS COMMUNITY LEAGUE owns and operates a Community League Hall, located at 4209-111 Avenue NW, Edmonton, Alberta -and- THE RENTER wishes to use the premises for the purposes described in Appendix 1. THEREFORE, THE PARTIES AGREE TO THE FOLLOWING:

### **ACCEPTABLE USE OF RENTAL FACILITIES**

1. THE BEVERLY HEIGHTS COMMUNITY LEAGUE Family Centre is available for short term rentals for the purpose of recreation, including private functions such as weddings, milestone events, office dinners, funeral luncheons, fitness classes, and similar type functions up to a maximum of 60 people. The Family Centre may not be rented out for hall parties, raves, bachelor/bachelorette parties. Rental of the Family Centre for any function not typically deemed acceptable requires approval of the Executive.
2. Rentals may be made with equal consideration to both Community League members and non-members alike.
3. Longer term rentals of thirty (30) days within one year (i.e., ongoing fitness classes) requires a sub-license agreement as per the EFCL, CITY OF EDMONTON and BEVERLY HEIGHTS COMMUNITY LEAGUE Tripartite agreement.

### **TERMS**

4. THE RENTER agrees to pay the rental fee indicated in Appendix 1 to THE BEVERLY HEIGHTS COMMUNITY LEAGUE for the use of the premises for purposes noted in Appendix 1.
5. A booking is not confirmed until receipt of a \$200.00 deposit is required at time of booking / signing of this agreement. The deposit is not refundable for any reason but will be transferred to the rental fee when paying the balance due. Full payment of damage deposit, rental fees, add-ons and/or corkage must be paid in full prior to, but no later than two weeks prior to the date of the function.
6. Short notice rentals (booked less than two weeks prior to the event) must be paid in full at the time of booking.
7. Event cancellations must be made in writing to THE BEVERLY HEIGHTS COMMUNITY LEAGUE Facility Manager. If THE RENTER cancels this agreement more than thirty (30) days prior to the event date, THE RENTER will receive a full refund of fees paid except for the non-refundable booking deposit which can be transferred to another rental taking place within 6 months. Cancellations made thirty (30) days or less prior to the event date will receive a refund of any damage deposit paid but NO refund of the Rental Fee or non-refundable booking deposit paid, and the booking deposit will be forfeited and cannot be transferred to another rental. If for any reason THE BEVERLY HEIGHTS COMMUNITY LEAGUE is unable to honour a booking, all monies paid will be fully refunded to THE RENTER.

8. The Family Centre, warming kitchen and dry bar space rental does not include set-up or take down of tables and/or chairs, or cleaning. The space must be cleaned to original condition. Spills during the event must be cleaned immediately to prevent slips and damage.
9. THE RENTER agrees to pay to THE BEVERLY HEIGHTS COMMUNITY LEAGUE all applicable damage deposits as indicated in Appendix 1. The damage deposit, in whole or in part, along with the accounting of any deductions, will be refunded within 60 days of the date of the function or within 60 days of termination of this rental agreement. Applicable deductions include but are not limited to damage to BHCL property, fees for failure to vacate premises by scheduled time, required cleaning that exceeds the usual allotted time. If the damage deposit does not cover the cost of repairs, THE BEVERLY HEIGHTS COMMUNITY LEAGUE will bill THE RENTER for the difference.

### **RENTAL - Full Day or Hourly Rental**

10. Daily rental fees are \$450.00.
11. Hourly rental fees are \$75.00 with a minimum booking of four hours.
12. A damage deposit of \$450.00 is required for all Family Centre rentals.
13. THE RENTER will receive keys at 9:00am on the day of the scheduled event if renting for the entire day.
14. THE RENTER may choose to rent the space on the day prior to the event for set-up for the hourly rate of \$75.00.
15. If renting hourly, THE RENTER must account for event move-in, set-up, pack-up, move-out, and cleaning time within the paid hours of the rental.
16. Any failure to vacate the premises by 1:30AM (or conclusion of the hourly rental time) will result in a charge of \$75.00 per hour, or any part thereof.

### **RENTAL - Funeral Luncheon/Celebration of Life**

17. A reduced rental fee of \$250.00 is available for a funeral luncheon/celebration of life. A funeral notice, obituary, or death certificate is required.
18. A damage deposit of \$450.00 is required for all Family Centre rentals.
19. The funeral luncheon/celebration of life rental is limited to a maximum of 8 hours including item move-in, set up, pack up, move-out and cleaning. THE RENTER will set up required chairs and/or tables before the event and take down after the event.
20. The rental must be completed, and all items removed by 8:00pm or the end of the 8 hour rental period, whichever is earlier. Any failure to vacate the premises by the agreed upon time will result in a charge of \$75.00 per hour, or any part thereof.

### **RENTAL - Additional Items**

22. A portable public address system with Bluetooth speaker (Bluetooth, with microphone and stand) is available for rent upon prior arrangement for the cost of \$50.00, with a damage deposit of \$75.00.
23. Full cleaning services after an event are available for \$250.00, which includes set up and take down of tables and chairs.
22. A large natural gas BBQ is available for rent upon prior arrangement for the cost of \$100.00 with a damage deposit of \$100. BHCL staff will unlock the BBQ, attach the lines and return the BBQ to the storage space after use. THE RENTER will clean the BBQ after use.

### **FOOD & BEVERAGE**

24. Use of the warming kitchen and dry bar space is included in rental fees. Cleaning is the responsibility of the renter. The kitchen must be cleaned to original condition.
25. A catered event must provide the business license and food-handling permit of the catering provider.
26. THE RENTER must obtain the appropriate AGLC liquor license for the type of event, ensure compliance with all terms and conditions of their AGLC liquor license or special event license, and ensure the license obtained is appropriate for the type of event. This license will be posted in the area where alcohol will be dispensed. If a permit is not obtained, no alcohol is permitted on the premises. The license must be provided before moving liquor into the facility.

27. THE RENTER may choose the optional full-service bar option with BEVERLY HEIGHTS COMMUNITY LEAGUE bartenders. Corkage fees of \$7.00 per event attendee will apply and are based on estimated number of attendees and are due two weeks prior to the scheduled event. Corkage fee includes bartenders with ProServe certification, ice, cups, pop, seasonings, set up and cleaning of bar area.

### **DECORATIONS**

32. THE RENTER may use freestanding decorations for their event. No tape, staples, pins, or tacks are allowed on the walls or the floors when decorating the Family Centre, hallways or washrooms.
33. No duct tape is permitted to affix cords to the floor of the Family Centre, hallways or washrooms.
34. No confetti (paper, plastic or foil), glitter, sparkles or rice is permitted within the hall or grounds, including foil confetti on the tables.
35. THE RENTER is responsible for removing all decorative items and any other items brought in for the event by the end of the rental period.

### **CONDITION AND USE OF PREMISES**

28. THE BEVERLY HEIGHTS COMMUNITY LEAGUE will ensure the space is clean prior to the scheduled event. This includes the Family Centre, hallways, kitchen, bar area and washrooms.
29. THE RENTER is responsible for cleaning of the Family Centre, kitchen and bar space after the event. A cleaning checklist will be provided and will be reviewed by the Facilities Manager or designate at the return of the keys. THE BEVERLY HEIGHTS COMMUNITY LEAGUE will clean the washrooms and lobby after the event.
30. If THE RENTER fails to comply with the required cleaning, THE RENTER agrees that THE BEVERLY HEIGHTS COMMUNITY LEAGUE may deduct the cost of cleaning from the damage deposit. Cleaning by THE BEVERLY HEIGHTS COMMUNITY LEAGUE will be charged at a rate of \$100.00 per hour.
31. Tables and chairs must be set up by THE RENTER. At the end of the function, THE RENTER must restack chairs (stacks of 8) and replace tables to where they were located upon arrival. Tables and chairs must be carried and not dragged across floors. Use provided chair dolly to move chairs. 64 black fabric padded chairs and twelve (12) 30" x 96" (8') tables are available. Recommended tablecloth size is 52" x 114" (not provided).
36. THE RENTER must supply their own coat check attendant if desired. THE BEVERLY HEIGHTS COMMUNITY LEAGUE will assume no liability for loss of personal belongings prior to, during, or after functions.
37. Smoking is only allowed in the designated smoking area, on the north side of the parking lot. Smoking in the facility or the enclosed courtyard is not permitted and will result in forfeiture of the damage deposit.

### **DAMAGE**

38. THE RENTER agrees they are responsible for the cost of replacing or repairing any damage done to the property or the facility during their occupation of the premises. The damage deposit will be held until an inspection of the premises is completed by THE BEVERLY HEIGHTS COMMUNITY LEAGUE following the event. THE RENTER's liability under this clause may not be limited to the damage deposit.
39. THE BEVERLY HEIGHTS COMMUNITY LEAGUE shall not be responsible for any loss, damage or injury which may be incurred by any person during the rental period. THE RENTER shall indemnify THE BEVERLY HEIGHTS COMMUNITY LEAGUE against any claim which may arise as a result of the rental, made by any person for loss, damage or injury.

### **GUESTS**

40. THE RENTER assumes full responsibility for the conduct of all people at the hall and will ensure that orderly conduct is maintained both inside and outside the hall. The individual who signs the rental agreement must be present for the duration of the event.
41. THE COMMUNITY LEAGUE or its designate reserves the right to refuse entry to the premises or to require the removal from the premises of any person who, in the opinion of a representative of THE BEVERLY HEIGHTS COMMUNITY LEAGUE, is likely to cause damage to the property of THE BEVERLY HEIGHTS COMMUNITY LEAGUE or injury to others.

**INSURANCE**

- 42. THE RENTER is required to obtain and maintain third-party liability insurance against claims for death, personal injury, and property damage on the premises, in an amount not less than \$2,000,000. If liquor will be served a liquor liability insurance policy is required. The policy should name THE BEVERLY HEIGHTS COMMUNITY LEAGUE as an additional insured. Policies shall be in a form and with an insurer acceptable to THE BEVERLY HEIGHTS COMMUNITY LEAGUE. THE BEVERLY HEIGHTS COMMUNITY LEAGUE hall will not be available until a valid Certificate of Insurance is received.
- 43. THE RENTER will ensure that all third-party contractors and/or service providers (caterers, inflatables, etc.) also provide proof of coverage to the same requirement as THE RENTER.

**OTHER**

- 44. THE RENTER will ensure compliance with all municipal and provincial bylaws. The damage deposit will not be refunded if smoking occurs inside the facility or the enclosed courtyard between the main hall and family centre.
- 45. Animals are prohibited from the premises unless they are a certified service animal or a registered emotional support animal.
- 46. The Rental Agreement, the Certificate of Insurance, and the AGLC Liquor License or Special Event License must all be issued to the same individual. The Certificate of Insurance and AGLC Liquor License or Special Event License must be provided at the start of the rental period.
- 47. Upon any violation of this agreement by THE RENTER as to the stated purpose of this event, who will be in attendance, or the consumption of alcohol, this agreement will be deemed null and void, and the entire damage deposit will be forfeited. Further, the event may be cancelled or ordered to cease, at the discretion of THE BEVERLY HEIGHTS COMMUNITY LEAGUE Facility Manager or Designate which may include a member of the Edmonton Police Service, without refund of the rental fee.

I hereby acknowledge that I have carefully read the above, understand the conditions of rental, assume full responsibility for this event, and did receive a duplicate copy of this agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_. THIS AGREEMENT EXECUTED on behalf of:

**BEVERLY HEIGHTS COMMUNITY LEAGUE**

**RENTER**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Hall Contact: \_\_\_\_\_

Print Name: \_\_\_\_\_

*(Where THE RENTER is an organization, the signature must be that of an authorized signing officer of that organization)*

<b>Version</b>	<b>Authors / Committee</b>	<b>Comments</b>	<b>Board Approval Date</b>
3.0	2022/2022 BHCL Board	Revision of October 9, 2018 Policy and 2018 Facility Rental Agreement	May 11, 2022

THIS RENTAL AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ A.D.

Between: **BEVERLY HEIGHTS COMMUNITY LEAGUE (BHCL)** Represented by: \_\_\_\_\_

And: ORGANIZATION (if applicable): \_\_\_\_\_

Represented by: \_\_\_\_\_  
(Hereafter referred to as The Renter)

ADDRESS: \_\_\_\_\_ P.C. \_\_\_\_\_

PHONE: (Cell) \_\_\_\_\_ (Home) \_\_\_\_\_

E-Mail: \_\_\_\_\_ BHCL Community League Member?  Yes  No

➤ Photocopy of The Renter's Driver's License or Government Issued ID attached to this agreement  Yes

**Type of function:**

**Event Date:** \_\_\_\_\_ **Event TIME: Start:** \_\_\_\_\_ **End:** \_\_\_\_\_

**Rental start time/keys will be provided:** \_\_\_\_\_ **Rental End Time/keys will be returned:** \_\_\_\_\_

**Rental Start Date (if more than one day):** \_\_\_\_\_ **Rental End Date (if more than one day):** \_\_\_\_\_

**Expected Attendance:** \_\_\_\_\_ **guests.** Meal:  No  Yes @ Time: \_\_\_\_\_

**Dance:**  No  Yes @ Time: \_\_\_\_\_ **Late Lunch:**  No  Yes @ Time: \_\_\_\_\_

**Liquor to be consumed:**  No  Yes:

Open @ Time: \_\_\_\_\_ Close @ Time: \_\_\_\_\_ (BAR MUST CLOSE BY 12:00AM with consumption end by 1:00AM)

Full-Service BHCL Bar

No-Service Bar Use

- ❖ The Rental Agreement, the Certificate of Insurance, and the AGLC Liquor License or Special Event License must all be issued to the same individual.
- ❖ The Certificate of Insurance and AGLC Liquor License or Special Event License must be provided at the start of the rental period.

# FEES AGREEMENT FAMILY CENTRE Renter Last Name:

Function Date:

<b>Daily Rental Fees</b>	Receive keys 9am day of event, vacate (all items removed) by 1:30am <input type="checkbox"/> \$450 One day <b>Family Centre with use of kitchen and dry bar area</b>	\$
<b>Hourly Rental Fees</b>	Minimum four hour rental, or to add additional hours for set up for full day rental. <b>**Move in, set up, pack up and move out to be completed within paid hours.**</b> <input type="checkbox"/> <b>Family Centre</b> _____ hours @ \$75 / hr (If differs from function) RENTAL TIME: _____ to _____ Date: _____	\$
<b>Funeral Luncheon/ Celebration of Life</b>	<input type="checkbox"/> \$250 One day/8 hours <b>Family Centre</b> with use of kitchen and dry bar area <b>NOTE LIMITATIONS:</b> -Full damage deposit required. -Rental is limited to 8 hours (including item move-in, set up, cleaning and move-out). -Rental to be completed and all items removed no later than 8pm.	\$
<b>TOTAL RENTAL FEES (A)</b>		\$
<b>Damage Deposit (check all that apply)</b>	<input type="checkbox"/> \$450 <b>Family Centre</b> Damage Deposit <input type="checkbox"/> \$75 Portable PA system Damage Deposit <input type="checkbox"/> \$100 BBQ use Damage Deposit	\$
<b>TOTAL DAMAGE DEPOSIT FEE (B)</b>		\$
<b>**NET RENTAL EXPENSES, DAMAGE DEPOSIT ** (add A+B)</b>		\$
<b>Less:</b>	Booking Deposit \$200. Payable upon signing this contract, non-refundable.	- \$ 200.00
<b>Balance: Rental Expenses Owning</b>	<b>PAYMENT DEADLINE DATE:</b> _____ Full payment is due no later than 2 weeks prior to function. <b>**Corkage and any additional fees will be added and are due at that time.**</b> Rentals booked less than 2 weeks prior to event must be paid in full at the time of booking.	
<b>BALANCE DUE SUBTOTAL: RENTAL AND DAMAGE DEPOSIT (C)</b>		\$
<b>Corkage</b>	Final number and payment due 2 weeks prior to function. <input type="checkbox"/> FULL-SERVICE BAR USE: Corkage: # guests _____ X \$7/guest (includes bartender with ProServe, pop, cups, seasonings for Caesars, ice, set up and cleaning of bar area)	\$
<b>Optional Add-Ons</b>	<input type="checkbox"/> \$250 Full cleaning service, including table and chair set up and take down <input type="checkbox"/> \$50 Use of Portable PA system (microphone, stand, Bluetooth) <input type="checkbox"/> \$100 Use of natural gas BBQ	\$
<b>TOTAL CORKAGE / ADD-ON FEE (D)</b>		\$
<b>TOTAL BALANCE DUE (add C+D)</b>		\$
<b>Payments</b>	<input type="checkbox"/> Booking Deposit <i>Date Pd:</i> _____ <input type="checkbox"/> Cash <input type="checkbox"/> Cheque <input type="checkbox"/> Debit <input type="checkbox"/> CC _____ <input type="checkbox"/> Balance: Rental Expenses, Damage Deposit, Add ons, Corkage <i>Date Pd:</i> _____ <input type="checkbox"/> Cash <input type="checkbox"/> Cheque <input type="checkbox"/> Debit <input type="checkbox"/> CC _____	\$ \$
<b>TOTAL PAID</b>		\$

# DAMAGE DEPOSIT REFUND DETAILS - FAMILY CENTRE

*Facility Manager to complete contract#, event date, renter name "cheque payable to", "mail to" date submitted to bookkeeper, refund calculation, attach damage or additional cleaning details. Make copy for bookkeeper to prepare refund cheque.*

Contract #: \_\_\_\_\_

Event date: \_\_\_\_\_

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

**Make cheque payable to:** (individual or organization) \_\_\_\_\_

**Mail to:**

Address on application \_\_\_\_\_ P.C. \_\_\_\_\_

Other address: \_\_\_\_\_ P.C. \_\_\_\_\_

**Date submitted to bookkeeper:** \_\_\_\_\_

DAMAGE DEPOSIT REFUND CALCULATION			Total Damage Deposit Paid:	\$
<b>LESS Additional Charges</b>	Additional Cleaning Fees (Details attached) @ \$100/hour	\$	- \$	
	Damage Fees (Details attached)	\$		
	Overtime _____ hr @ \$75 Family Centre	\$		
	Other:	\$		
<b>Total Refund of Deposit Due:</b>			<b>\$</b>	
<b>Rental Discount if Applicable/Approved (submit application): facility rental fee only <input type="checkbox"/> 10% <input type="checkbox"/> 25% =</b>				<b>+ \$</b>
<b>Total damage deposit refund plus rental discount refund</b>				

**Inspection/calculation prepared by:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Cheque Prepared Date:** \_\_\_\_\_

**Cheque Mail Date:** \_\_\_\_\_