

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 hall 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 300 people (capacity with tables is lower). The hall may not be rented out for hall parties, raves, bachelor/bachelorette parties. Rental of the hall 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 City of Edmonton, EFCL, 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 \$400.00 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 hall 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 rental fees or the 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 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.

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

9. Daily rental fees are:

- \$950.00 with no use of the kitchen
- \$1150.00 with use of a butler's kitchen (coffee maker, serving tables)
- \$1300.00 With full use of commercial kitchen

10. Hourly rental fees are \$175.00 with a minimum booking of four hours. The commercial kitchen is not included with hourly rentals but can be added for the hourly rate of \$50.00.
11. A damage deposit of \$1200.00 is required for all Main Hall rentals. Use of the commercial kitchen will require an additional damage deposit of \$400.00.
12. THE RENTER will receive keys at 9:00am on the day of the scheduled event if renting for the entire day.
13. THE RENTER may choose to rent the space on the day prior to the event for set-up for the hourly rate of \$175.00. Additional hours for the kitchen can be added for the hourly rate of \$50.00 per hour.
14. If renting hourly, THE RENTER must account for event move-in, decorating, pack-up and move-out time within the paid hours of the rental.
15. Any failure to vacate the premises by 2:00AM (or conclusion of the hourly rental time) will result in a charge of \$175 per hour, or any part thereof.

### **RENTAL - Weekend Special**

16. THE RENTER may choose to rent the main hall and commercial kitchen for the entire weekend beginning at 4:00pm on a Friday until 8:00pm on a Sunday (52 hours in total) for a discounted fee of \$1600.00 plus damage deposit of \$1600.00.
17. THE RENTER may choose to rent the space early for set-up for the hourly rate of \$175.00.
18. Any failure to vacate the premises by 8:00PM Sunday will result in a charge of \$175.00 per hour, or any part thereof.

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

19. A reduced rental fee is available for a funeral luncheon/celebration of life. A funeral notice, obituary, or death certificate is required.
20. THE RENTER can choose to use the main hall with no kitchen use for \$400.00 or the main hall with full commercial kitchen use for \$600.00.
21. A damage deposit of \$1200.00 is required for all Main Hall rentals. Use of the commercial kitchen will require an additional damage deposit of \$400.00.
22. The funeral luncheon/celebration of life rental is limited to a maximum of 8 hours including item move-in, set up, and move-out.
23. THE RENTER will set up required chairs and/or tables before the event and take down after the event. This service can be added.
24. 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 \$175.00 per hour, or any part thereof.

### **RENTAL - Additional Items**

25. A built-in public address system, projector, and screen are available for rent upon prior arrangement for the cost of \$250.00, with a damage deposit of \$250.00. Only the BHCL staff is permitted backstage within the equipment area to operate these items.
26. A built-in public address system (microphone, stand and lectern only, with no projector or screen) is available for rent upon prior arrangement for the cost of \$50.00, with a damage deposit of \$75.00. Only the BHCL staff is permitted backstage within the equipment area to operate these items.
27. 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.
28. A large natural gas BBQ is available for rent upon prior arrangement for the cost of \$100.00 for rentals that include the full commercial kitchen and kitchen damage deposit. 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.

Initials \_\_\_\_\_

## **FOOD & BEVERAGE**

29. A catered event must provide the business license and food-handling permit of the catering provider.
30. Kitchen rental/use does not include cleaning. The kitchen must be cleaned to original condition. Use of dishwasher, dishware, glassware, and flatware is included with rental of the commercial kitchen only.
31. 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.
32. Use of the bar space is not included in rental fees. THE RENTER may choose to not use the BHCL bar space but still serve alcohol.
33. If using the bar, THE RENTER may choose the full-service 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. Additional damage deposit not required.
34. THE RENTER may choose rental of the bar space with no service. Fees of \$250.00 per day will apply and are due two weeks prior to the scheduled event. Use of bar space includes use of the coolers and ice and does not include pop, cups, supplies, bartenders, set up or cleaning. A \$250.00 damage deposit fee is also required for the no-service bar use option.

## **DECORATIONS**

35. 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 hall, lobby, hallways or washrooms.
36. No duct tape is permitted to affix cords to the floor of the hall, lobby, hallways or washrooms.
37. No confetti (paper, plastic or foil), glitter, sparkles or rice is permitted within the hall or grounds, including foil confetti on the tables.
38. 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**

39. THE BEVERLY HEIGHTS COMMUNITY LEAGUE will ensure the space is clean prior to the scheduled event. This includes the main hall, lobby, kitchen, and washrooms.
40. Tables and chairs can be set up before the main event and taken down after the rental is complete by THE BEVERLY HEIGHTS COMMUNITY LEAGUE, with the exception of discounted Funeral Luncheon/Celebration of Life rentals where THE RENTER is responsible for set up and take down of tables and chairs.
41. THE RENTER is responsible for clearing tables of garbage into supplied trash cans at the end of the event and cleaning excessive messes. Spills during the event must be cleaned immediately to prevent slips and damage.
42. 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.
43. 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.
44. THE RENTER agrees to return the premises in a reasonably tidy condition at the end of the rental period. If THE RENTER fails to comply, 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 for cleaning hours required over the usual staff hours allotted per event.

## **DAMAGE**

45. 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.
46. 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

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COMMUNITY LEAGUE against any claim which may arise as a result of the rental, made by any person for loss, damage or injury.

**GUESTS**

- 47. 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.
- 48. 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**

- 49. 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.
- 50. 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**

- 51. 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.
- 52. Animals are prohibited from the premises unless they are a certified service animal or a registered emotional support animal.
- 53. 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.
- 54. 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)*

Version	Authors / Committee	Comments	Board Approval Date
3.1	2022/2023 BHCL Board	Revision of October 9, 2018 Policy and 2018 Facility Rental Agreement (3.1 update fees agreement format)	May 11, 2022

**Contract #** \_\_\_\_\_

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):** \_\_\_\_\_

**Main Event/Function Start Time:** \_\_\_\_\_ **Main Event/Function End Time:** \_\_\_\_\_

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

**Kitchen:**  No  YES:  Full Commercial Kitchen or  Butler's Pantry only  
Kitchen: Additional hours to be added at \$50.00/hr:

**Caterer:**  No  YES: \_\_\_\_\_ **Meal:**  No  Yes @ Time:  
**Late Lunch:**  No  Yes @ Time:

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

Open @ Time: \_\_\_\_\_ Last Call @ Time: \_\_\_\_\_ (BAR MUST CLOSE BY 12:30AM with consumption end by 1:30AM)

- Full-Service BHCL Bar
- No-Service Bar Use
- No 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.

Contract #:

Renter Last Name:

Function Date:

Booking Deposit \$400 minimum, payable upon signing this contract, non-refundable. Full payment is due no later than 2 weeks prior to function: DATE DUE: \_\_\_\_\_ . Final fees including add-ons will be calculated and are due at that time.

\*\* Rentals booked less than 2 weeks prior to event must be paid in full at the time of booking.

FEES AGREEMENT MAIN HALL

ESTIMATE

FINAL

Table with 4 columns: Fee Category, Description, Estimate, Final. Rows include Daily Rental Fees, Hourly Rental Fees, Weekend Special, and Celebration of Life / Funeral Luncheon.

TOTAL FACILITY RENTAL FEES (A)

Optional Add-Ons

Table with 4 columns: Fee Category, Description, Estimated # guests, Actual # guests. Rows include Bar Space Usage and Optional Add-Ons.

TOTAL ADD-ON FEES (B)

Table with 4 columns: Fee Category, Description, Estimate, Final. Row includes Damage Deposit (check all that apply).

TOTAL DAMAGE DEPOSIT FEE (C)

GRAND TOTAL FEES: (A+B+C)

Less: Booking Deposit Paid: -\$

TOTAL DUE

Estimate

Final Total

Payment Log

BOOKING DEPOSIT: \$ \_\_\_\_\_ Date Pd: \_\_\_\_\_ Received by: \_\_\_\_\_ CC \_\_\_\_\_ Note: Add 5% convenience fee if paying by credit card: \$ \_\_\_\_\_ fee added. Cash Cheque Debit

FINAL PAYMENT: \$ \_\_\_\_\_ Date Pd: \_\_\_\_\_ Received by: \_\_\_\_\_ CC \_\_\_\_\_ Note: Add 5% convenience fee if paying by credit card: \$ \_\_\_\_\_ fee added. Cash Cheque Debit

# DAMAGE DEPOSIT REFUND DETAILS - MAIN HALL

*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 @ \$175 Main Hall	\$	
	Other:	\$	
<b>Total Refund of Deposit Due:</b>			\$
Rental Discount if Applicable/Approved (submit application): facility rental fee only <input type="checkbox"/> 10% <input type="checkbox"/> 25% =			+ \$
<b>Total damage deposit refund plus rental discount refund</b>			

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

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

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

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