
THE BEVERLY HEIGHTS COMMUNITY LEAGUE owns and operates a Sports Building and Rink, located at 10906 40 Street 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 Sports Building is available for short term rentals for the purpose of recreation, including private functions such as meetings, birthday parties, sports teams, fitness classes, and similar type functions up to a maximum of 30 people. The Sports Building may not be rented out for hall parties, raves, bachelor/bachelorette parties. Rental of the Sports Building 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. Rentals are only available when the rink is not open for public skating. Rental times before/after public skating or on closed rink days may be considered during the skating season. Rentals for non-skating season months are more flexible.
4. 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

5. 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.
6. A booking is not confirmed until receipt of the \$25 non-refundable booking deposit which will be applied to the rental fees. The damage deposit, rental fees, and add-ons must be paid in full prior to, but no later than two weeks prior to the date of the function.
7. Short notice rentals (booked less than two weeks prior to the event) must be paid in full at the time of booking.
8. Event cancellations must be made in writing to THE BEVERLY HEIGHTS COMMUNITY LEAGUE Facility Manager. If THE RENTER cancels this agreement eight (8) or more 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 3 months. Cancellations made seven (7) days or less prior to the event date will receive a refund of any damage deposit and rental fee paid but NO refund of 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. This includes cancelling the ice usage add-on when the weather is -20C or colder with wind chill as we are mandated by the City of Edmonton to close the rink at this temperature. Refund for only the ice portion of the rental will be returned.
9. The rink building space rental does not include set-up or take down of tables and/or chairs, or cleaning after the event. The space must be cleaned to original condition. Spills during the event must be cleaned immediately to prevent slips and damage.
10. 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.

Initials

RENTAL Fees

11. Sports Building and fenced area Rental fees are \$25.00 per hour or the special rate of \$75 for 6 hours.
12. Ice usage can be added to a sports building rental for a flat fee of \$100. Rental discount can be applied if eligible. Skaters use rink at their own risk, THE BEVERLY HEIGHTS COMMUNITY LEAGUE assumes no liability or responsibility for the actions of individuals and/or group users. THE RENTER is responsible for ensuring guests obey posted rink rules.
13. A damage deposit of \$250.00 is required for all Sports Building rentals.
14. BHCL staff will open the facility at the start and lock the facility at the end of the rental period.
15. 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 at the conclusion of the hourly rental time will result in a charge of \$25.00 per hour, or any part thereof.

ADD-ONS

17. Add-on rental is limited to your facility rental time and are not eligible for rental discounts. If items are not returned or are damaged the replacement cost will be taken from your damage deposit and any remaining cost will be billed to THE RENTER.
18. Equipment must be used within fenced area or may need a City of Edmonton parkland use permit.
19. **Fun Bag \$10 rental fee with \$100 damage deposit:** 12 burlap sacks, 10 bean bags, 1 tug of war rope, 1 parachute (20' with 16 handles), 6 small pylons, 2 large, 2 medium and 2 small utility balls with pump, instructions in a rolling bag. Replacement cost: \$425.
20. **Soccer Fun Set \$10 rental fee with \$100 damage deposit:** 2 pop-up goal nets, 10 soccer balls, field cones, 20 pinneys (10 each of two colors). Replacement cost: \$150.
21. **Speed Agility Kit \$5 rental fee with \$100 damage deposit:** Agility ladders, hurdles, field cones in a carrying bag. Replacement cost \$215.

FOOD & BEVERAGE

22. Use of the kitchen is included in rental fees. Cleaning is the responsibility of the renter. The kitchen must be cleaned to original condition. The kitchen is not approved for caterer use and no supplies are provided. The stove is not suitable for cooking.
23. 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.

DECORATIONS

24. 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 sports building, hallways or washrooms. No duct tape is permitted to affix cords to the floor.
25. No confetti (paper, plastic or foil), glitter, sparkles or rice is permitted within the facility or grounds, including foil confetti on the tables or confetti poppers.
26. 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

27. THE BEVERLY HEIGHTS COMMUNITY LEAGUE will ensure the space is clean prior to the scheduled event.
28. THE RENTER is responsible for tidying the sports building after the event, including wiping tables/chairs and returning to original location, bagging and tying garbage bags, sweeping the floor in the main area, the hallway, the washrooms and kitchen. A cleaning checklist will be provided and will be reviewed by the Facilities Manager or designate at the end of the rental period. THE BEVERLY HEIGHTS COMMUNITY LEAGUE will remove the tied garbage bags, clean the washrooms and mop after the event.
29. 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 \$50.00 per hour.
30. THE BEVERLY HEIGHTS COMMUNITY LEAGUE will assume no liability for loss of personal belongings during rentals.
31. Smoking is only allowed in the designated smoking area, on the north side of the parking lot. Smoking in the facility or the fenced grounds is not permitted and will result in forfeiture of the damage deposit.

DAMAGE

32. 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.
33. 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.
34. Due to the small area and fragile trophy cases, no horseplay or use of balls or pucks are allowed within the sports building. There is plenty of space in the fenced field for activities.

GUESTS

35. THE RENTER assumes full responsibility for the conduct of all people at the rental and will ensure that orderly conduct is maintained both inside and outside the facility and grounds. The individual who signs the rental agreement must be present for the duration of the event. Exterior door should be locked once guests arrive.
36. THE BEVERLY HEIGHTS 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

37. 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 and provided before the rental period begins. Ensure that ice usage or inflatables are noted on the insurance agreement as they may require additional coverage.
38. 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

39. 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 fenced area outside the facility.
40. Animals are prohibited from the premises unless they are a certified service animal or a registered emotional support animal.

41. 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.
42. 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
1.0	BHCL Board / T. Hirtle	New Sports Building/Rink Rental Agreement	December 13, 2023

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:

Rental Date: _____ **Rental TIME: Start:** _____ **End:** _____

Add ice usage: No Yes **Liquor to be consumed:** No Yes

Expected Attendance: _____ **guests.** **Meal:** No Yes @ Time: _____

- ❖ BHCL Staff or designate will meet you at the Sports Building at the start of the rental time to do a walk-through inspection and unlock the doors, and at the end of the rental time to do a walk-through inspection and lock the doors.
- ❖ 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 by the start of the rental period (can be submitted early via email to rentals.bhcl@gmail.com).

Date Estimate Completed: _____ Final Calculation/Payment Date: _____

- Booking Deposit \$25 minimum, payable upon signing this contract, non-refundable.
 - Full payment is due no later than 2 weeks prior to function: DATE DUE: _____.
 - Final fees 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 SPORTS BUILDING		ESTIMATE	FINAL
Rental Fees Sports Building	**Move in, set up, pack up and move out to be completed within paid hours. <input type="checkbox"/> _____ hours @ \$25 per hour. RENTAL TIME: _____ to _____ <input type="checkbox"/> Up to 6 hours for \$75. RENTAL TIME: _____ to _____	\$	\$
Ice Usage	<input type="checkbox"/> \$100 flat rate with Sports Building rental (1 to 6 hrs depending on sports building rental)	\$	\$
TOTAL FACILITY RENTAL FEES (A)		\$	
Add Ons	<input type="checkbox"/> \$10 Fun Bag <input type="checkbox"/> \$10 Soccer Fun Kit <input type="checkbox"/> \$5 Speed Agility Kit <input type="checkbox"/> \$_____ Other:	\$	\$
TOTAL ADD ON FEE (B)		\$	\$
Damage Deposit	<input type="checkbox"/> \$250 Sports Building Damage Deposit <input type="checkbox"/> \$100 for each Add On Package Damage Deposit x _____	\$	\$
TOTAL DAMAGE DEPOSIT FEE (C)		\$	\$
GRAND TOTAL FEES: (A+B+C)		\$	\$
<i>Less: Booking Deposit Paid:</i>		-\$	-\$
<i>Less: APPROVED Rental Discount Amount (if applicable):</i>		-\$	-\$
TOTAL DUE:		Estimate \$	FINAL TOTAL DUE \$

Payments	BOOKING DEPOSIT: \$_____ Date Pd: _____ Received by: _____ <input type="checkbox"/> Cash <input type="checkbox"/> Cheque <input type="checkbox"/> Debit <input type="checkbox"/> E-Transfer <input type="checkbox"/> CC _____ Note: Add 5% fee if paying by credit card: \$_____ fee added.	FINAL PAYMENT: \$_____ Date Pd: _____ Received by: _____ <input type="checkbox"/> Cash <input type="checkbox"/> Cheque <input type="checkbox"/> Debit <input type="checkbox"/> E-Transfer <input type="checkbox"/> CC _____ Note: Add 5% fee if paying by credit card: \$_____ fee added.
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Rental Discount Application: (Discount on facility rental fee and ice usage, not including deposit, damage deposit)

Rental Fee \$ _____ Requested Discount: _____ % = \$ _____

Submitted: Date _____ Approved: Date _____ Amount: \$ _____

Applied to total due OR Will be added to damage deposit refund