



Title: Facility Rental Agreement	Policy No.: B.05-01
Section: 14	Page No.: 1 of 9 <i>E</i>

Legislation Reference:	Jubilee Insurance Agencies Ltd.
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Purpose:	<ol style="list-style-type: none"> 1. To provide provision to address risk management for the Added Named Insured Community Organizations that involve rental activity of their facilities. 2. The rental of halls and other community facilities is one of the most significant areas of risk exposure for the Additional Named Insured Community Organizations and to the Smoky Lake County with the Jubilee Program.
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Policy Statement and Guidelines:

1. OBJECTIVES:

- 1.1 To monitor and effectively manage the risk from special events held in facilities.
- 1.2 The **Facility Rental Agreement** is designed to provide substantial liability protection for the Additional Named Insured Community Organizations who engage in rental activities of their facilities that address key areas of risk.

2. FACILITY RENTAL AGREEMENT:

- 2.1 All Additional Named Insured Community Organizations that rent their facilities are required to obtain a Facility Rental Agreement signed by the renter, as per **Exhibit: Facility Rental Agreement.**
- 2.2 The Facility Rental Agreement is structured as follows:
 - ▶ **Business Terms:** Captures the basic terms of the rental, such as name of the Renter, rental period, type of event, whether or not alcohol will be served, signature of parties.
 - ▶ **Schedule "A" - Additional Terms:** Contains the main contract provisions and protections that govern the rental agreement.
 - ▶ **Schedule "B" – Rental Area:** Use this to describe what portion of the facility is being rented. The Owner can insert a site diagram, layout diagram or other description of the facility.
 - ▶ **Schedule "C" – Rental Inspection Form:** Owner can insert their own pre-rental and post-rental inspection form.
 - ▶ **Schedule "D" – Fees:** Owners can insert their fee schedule.
 - ▶ **Schedule "E" – Host Liquor Liability Insurance:** If alcohol will be served or consumed, this schedule describes the insurance coverage that is to be placed by the Renter.

**Agreement forms will be documented as per
Policy Statement No. 14-B.04-01: Added Named Insured: Record Keeping Guidelines.**

	Date	Resolution Number
Approved	February 19, 2009	# 255-09 - Page # 8875
Amended		
Amended		



EXHIBIT

FACILITY RENTAL AGREEMENT

BETWEEN:

Full Name of the Community Organization Group – the "Owner"

and

the "Renter"

of _____, Alberta

- 1. Schedules The following schedules form part of the Agreement:
 - Schedule "A": Additional Terms
 - Schedule "B": Rental Area
 - Schedule "C": Rental Inspection Form
 - Schedule "D": Fees
 - Schedule "E": Host Liquor Liability Insurance (if alcohol is to be served or consumed)

- 2. Rental Area The premises rented under this Agreement shall consist of a portion of the following facility:
 - Facility Name: _____
 - Address: _____
 - Legal Description: _____

(the "Facility"), such portion being that portion of the Facility shown or described within Schedule "B" attached hereto (the Rental Area). The Renter and its invitees shall be entitled to non-exclusive access to and/or through those common areas forming part of the Facility which are designated from time to time by the Owner for shared and/or common use.

- 3. Grant The Owner has agreed to rent to the Renter, and the Renter has agreed to rent from the Owner, the Rental Area, subject to the terms, covenants, and conditions contained in this Agreement.

- 4. Permitted Use The Rental Area may be used for the following purposes only (the "Function"):

- 5. Host Liquor Liability Insurance The Renter confirms, by its initials, that:
 - Alcohol WILL be served or consumed at the Function; or
 - Alcohol WILL NOT be served or consumed at the Function; or

The Renter covenants and agrees that, should alcohol be served or consumed at the Function, then the terms and conditions contained in Schedule "E" will apply to the Rental.

Notwithstanding the foregoing, as well as the Owner's consent to the service of alcohol by executing this Agreement, the Owner may revoke its consent at any time if appropriate liquor service license is not provided by the Renter, the Renter has not complied with Schedule "E", or the Owner reasonably believes that there is risk to persons or property.

- 6. Rental Inspection Form The Renter will complete the Rental Inspection Form as attached as Schedule "C" on the Start Date or prior to renting the Rental Area and again at the end of the Term.

____ Renter's Initials

- 7. **Term** The term of the Agreement will be from _____ (time) on the _____ day of _____ (month), 20____ (the "Start Date") to _____ (time) on the _____ day of _____, 20____ (the "Term").

- 8. **Payment** The Renter shall pay all the applicable fees and deposits for the Term in the sum of _____ Dollars (\$_____) as set out in **Schedule "D"** of this Agreement (the "Fees"), payable upon execution of this Agreement, without any deduction or abatement. The Renter shall pay all applicable GST and other taxes or assessments regarding the rent of the Rental Area.

- 9. **Special Terms** In addition to all of the terms, covenants, and conditions contained in this Agreement, the Owner and the Renter agrees to the following additional terms, covenants and conditions:

- 10. **Notice** Any notice to be given by the Renter to the Owner shall be in writing and delivered to the Owner's designated representative at the address shown below.

Any notice to be given by the Owner to the Renter may be verbal or in writing and delivered to the Renter at the address or phone number shown below, or to any representative of the Renter who is located in or upon the Rental Area.

Granted by:

SIGNED, SEALED and DELIVERED by the Owner, in the presence of:

Signature

Name

Address

Phone Number

Full Corporate Name of Community Group

Per: _____

Per: _____

Accepted by:

SIGNED, SEALED and DELIVERED by _____ (NAME OF SIGNATORY), on his/her own behalf or on behalf of corporate Renter if a validly existing corporation, in the presence of:

Signature

Name

Address

Phone Number

(Renter Name) _____

Per: _____

Per: _____

____ Renter's Initials



SCHEDULE "A"

ADDITIONAL TERMS

1. Term and Termination

1.1 Notwithstanding anything contained within this Agreement, the Renter acknowledges and agrees that the Owner shall have the absolute right to terminate this Agreement, together with all rights and privileges granted to the Renter under this Agreement upon notice in writing or in person.

1.2 Notwithstanding anything contained within this Agreement, the parties hereby acknowledge and agree that the Renter shall provide the Owner with written notice of cancellation or termination not less **Twenty-four (24) hours** prior the commencement of the Term. Failing such notice, the Fees contemplated within this Agreement shall be payable by the Renter regardless of the Renter's use of the Rental Area.

2. Use and Occupation

2.1 The Renter shall be permitted to use the Rental Area throughout the Term of this Agreement for the Function, and for no other purpose whatsoever.

2.2 Without in any way limiting the generality of the foregoing, the Renter agrees that it shall not bring, keep or store or permit to be brought, kept or stored any combustible material or explosives on the Rental Area.

2.3 The Renter will promptly inform the Owner of any bodily injury sustained by any person attending the Function, and any property damage that may occur to the Facility during the Term.

2.4 The Rental Area shall be at the risk of the Renter throughout the Term. The Renter assumes the liability for and shall pay for any loss or damage arising from the use or occupation of the Rental Area from any cause whatsoever and, without limiting the generality of the foregoing, liability arising from fire, theft, injury to person or death, loss or destruction of Facility or any part thereof.

2.5 The Renter acknowledges and agrees that its rights to enter upon and use the Rental Area granted under this Agreement shall not confer upon the Renter any exclusive right whatsoever with respect to the use or occupation of the Rental Area, and the Renter shall have no claim to the Rental Area other than as a licensee as provided within this Agreement.

2.6 The Renter acknowledges and agrees that the rights of the Renter are only personal in nature, and that nothing contained within this Agreement shall be interpreted so as to confer upon the Renter any legal or equitable estate or interest in the Facility or the Rental Area.

2.7 The Renter, upon performing and observing the covenants and conditions contained herein, shall be entitled to reasonably exercise the rights herein granted to the Renter without any unreasonable hindrance, molestation or interruption from the Owner.

2.8 The Renter acknowledges and agrees that the Owner may deem it necessary or appropriate, from time to time, to cause or allow third parties to perform work upon the Rental Area as may be deemed necessary in the sole discretion of the Owner, and the Renter acknowledges and agrees that the Renter shall in no way interfere or hinder the construction, installation, repair or maintenance undertaken by the Owner or any person to whom the Owner has granted such permission.

3. Indemnity and Release

3.1 The Renter shall be liable for, and shall indemnify and save harmless the Owner, its agents, employees, invitees or contractors and Smoky Lake County, its councilors, officers, employees and agents from any claim, damages, liability, cost, fee, penalty, action, cause of action, demand, damage to property, injury to person or death (including, without limitation to, legal fees of the Owner and Smoky Lake County on a solicitor and his own client full indemnity basis), whether in contract or in tort, suffered or incurred by the Owner, its agents, employees, invitees or contractors and Smoky Lake County, its councilors, officers, employees or agents or by any other person, firm, partnership, corporation or entity resulting directly or indirectly from, attributable to, by reason of, arising out of, or in any way related to the occupation or use of the Rental Area by the Renter or any of its directors, officers, servants, agents, invitees, contractors or employees, whether or not such things are done in the exercise or purported exercise of the rights conferred upon the Renter within this Agreement or from any breach of this agreement any other negligent act or omission or willful misconduct of the Renter or any of its directors, officers, servants, agents, invitees, contractors, or employees.

3.2 The Renter acknowledges and agrees that all property of the Renter which may hereafter be located on, under, or within the Rental Area or the Facility shall be at the sole risk of the Renter, and the Owner, its agent, employees, invitees or contractors and Smoky Lake County, its councilors, officers, employees and agents shall not be liable for any loss or damage thereto, howsoever occurring and the Renter hereby releases the Owner, its agents, employees, invitees or contractors and Smoky Lake County, its councilors, officers, employees, and agents from all actions, claims, demands, suits or proceedings whatsoever in respect of any such loss or damage.

____ Renter's Initials

4. Default

4.1 If in the sole opinion of the Owner, the Renter undertakes or permits any activity whatsoever within the Rental Area which is outside of the permitted uses contemplated herein, or which may be a nuisance or cause damage, or if the Renter is in default of any of the terms, covenants or conditions of this Agreement, the Owner may, in its absolute discretion give the Renter notice of immediate termination of this Agreement and the rights and privileges granted to the Renter, and the Renter shall forthwith vacate the Rental Area.

4.2 If the Renter fails or neglects to perform any of its obligations under this Agreement, the Owner shall have the right, but shall not be obligated, to take such action as is reasonably necessary in the sole discretion of the Owner to perform such obligations. In such event, the Renter shall be responsible for the payment of all costs incurred by the Owner forthwith to the Owner.

5. Maintenance and Alterations

5.1 The Owner acknowledges that the Rental Area is in a good, safe, and clean condition and repair. The Renter shall leave the Rental Area in substantially the same condition which existed immediately prior to the commencement of the Term. If the Renter fails or neglects to leave the Rental Area in substantially the same condition in which it existed immediately prior to the commencement of the Term, the Owner shall have the right, but shall not be obligated, to take such action as is reasonably necessary in the sole discretion of the Owner to perform the Renter's obligations. The Renter agrees to reimburse the Owner forthwith without demand for the cost of any and all such action performed by the Owner, its servants, contractors or agents pursuant to this clause.

5.2 The Renter agrees that it shall not install any alternations or improvements (including, without restriction, any radio or television antennae, or any mechanical, cooking, electrical or other means of sound production or similar devices), nor install, display or affix any sign, lettering or advertising medium upon or in the Rental Area or elsewhere on the Facility, without the express written consent of the Owner.

5.3 Upon the expiration or earlier termination of this Agreement, the Renter shall remove all alternations, property or improvements of any kind whatsoever belonging to or installed by the Renter, whether expressly permitted by the Owner or not, from the Rental Area and restore the Rental Area to a clean condition equivalent to that which existed prior to the commencement of this Agreement. If the Renter fails or neglects to restore the Rental Area and remove property as required above the Owner shall have the right, but shall not be obligated, to take such action as is reasonably necessary in the sole discretion of the Owner to perform the Renter's obligations. The Renter agrees that the Owner shall not be responsible for any alternations, property or improvements of the Renter thereby removed from the Rental Area, and further agrees to reimburse the Owner forthwith without demand for the cost of any and all such action performed by the Owner, its servants, contractors or agents pursuant to this clause.

6. General

6.1 The headings to the articles and sections of this Agreement are solely for the convenience of the parties and are not an aid in the interpretation of the Agreement.

6.2 No consent or waiver, express or implied, by the Owner to or of any breach or default by the Renter in the performance by the Renter of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of obligations hereunder by the Renter. Failure on the part of the Owner to complain of any act or failure to act of the Renter, or to declare the Renter in default, irrespective of how long such failure continues, shall not constitute a waiver by the Owner of its rights hereunder.

6.3 If any term, covenant or condition of this Agreement or the application thereof to any party or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement or application of such term, covenant or condition to a party or circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each remaining term, covenant or condition of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law.

6.4 This Agreement shall be governed by and construed according to the laws of the Province of Alberta. All legal proceedings arising from this Agreement shall be tried and directed by the court of competent jurisdiction in Alberta.

6.5 Time is of the essence of this Agreement and each of its provisions.

6.6 The terms and conditions set forth within this Agreement, together with the Schedules, shall constitute all of the terms and conditions of this Agreement, and there are not other terms, conditions, covenants, agreements, representations or warranties, either express or implied, arising between the parties hereto except as expressly set forth herein.

6.7 The Renter shall at all times and in all respects abide by all laws, bylaws, legislative and regulatory requirements of any governmental or other competent authority relating to the use and occupation of the Rental Area.

6.8 The Renter's obligations contained in this Agreement shall survive the expiration or termination of this Agreement for any reason whatsoever until satisfied in full, and shall not be merged upon the execution of any other documentation by the parties.

6.9 This Agreement shall enure to the benefit of and be binding upon the parties hereto, their respective executors, administrators, successors and permitted assigns.

_____ *Renter's Initials*



SCHEDULE "B"



RENTAL AREA

Insert site diagram of facility and/or layout diagram:

____ Renter's Initials



SCHEDULE "C"
RENTAL INSPECTION FORM

Insert pre-rental / post-rental inspection form for facility:

____ Renter's Initials



SCHEDULE "D"



FEEs

Insert fee schedule for facility:

____ Renter's Initials



SCHEDULE "E"



HOST LIQUOR LIABILITY INSURANCE

In the event that the Owner has provided its written consent to the Renter to serve or consume alcoholic beverages in the Facility, the Renter covenants and agrees that is shall arrange and maintain Host Liquor Liability Insurance throughout the Term.

Such Host Liquor Liability Insurance shall include the following:

- a. Liability limit of not less than \$2,000,000.00, per occurrence,.
b. The Owner _____ and SMOKY LAKE COUNTY will be Full Corporate name of Community Group named as additional insureds.
c. Cross liability clause.
d. Severability of interests clause.
e. Contractual liability clause, including this Agreement.

The Renter agrees to provide to the Owner a Certificate of Insurance evidencing such insurance coverage not less than seven (7) days prior to the commencement of the Term. If satisfactory evidence of insurance coverage is not provided, the Owner may cancel this Agreement.

Dated this _____ day of _____, 20__ in _____, Alberta.

Granted by:

SIGNED, SEALED and DELIVERED by the Owner, in the presence of:

Signature
Name

Full Corporate Name of Community Group
Per:
Per:

Accepted by:

SIGNED, SEALED and DELIVERED by _____ (NAME OF SIGNATORY), on his/her own behalf or on behalf of corporate Renter if a validly existing corporation, in the presence of:

Signature
Name

(Renter Name) _____
Per:
Per:

____ Renter's Initials