

**Town of Mayerthorpe
STANDARD RENTAL AGREEMENT
Schedule A**

Between

Town of Mayerthorpe
4911- 52 Street, Box 420
Mayerthorpe , Alberta
TOE 1N0, (780) 786-2416

Facility Tenant/Facility User

and

(Include: name, address, phone number)

GENERAL PROVISIONS:

1. The rental period shall be from _____ on _____ through to _____ on _____, inclusive.

**** Weekend Rentals: Occupancy during this time period shall be restricted to 5:00 pm to 10:30 pm on Friday, 8:00 am on Saturday, to 2:00 am on Sunday, and from 8:00 am to 5:00 pm on Sunday.**

2. The Rental Area in the Facility shall be;
- i. ___Exhibition Centre (includes washrooms, , tables, chairs).
 - ii. ___Mezzanine Room, 2nd floor (includes access corridors, washrooms, tables & chairs, bar).
 - iii. ___Arena Dry Floor (includes main foyer access, main floor washrooms, sound system, tables & chairs.
 - iv. ___Dressing Room (includes 2 tables, 6 chairs, lights)
 - v. ___Foyer (includes main floor washroom, tables & chairs)
3. The Rental Fee for the noted *Rental Area(s)* is \$ _____ plus GST, _____ for a **total of \$ _____**.
4. The Facility Tenant/Facility User agrees to pay a non-refundable Booking Fee for the *Rental Area* at fifty (50%) percent of the total rental cost plus GST. The Booking Fee is payable at time of execution of this rental agreement. Payment can be made at the Town of Mayerthorpe Administration Office located at 4911 – 52nd Street, Mayerthorpe, Alberta.
5. The Facility Tenant/Facility User agrees to pay the balance of the total **Rental Fee** no later than fourteen (14) days prior to the scheduled event. The due date for this payment is no later than **3:00 p.m.** on _____, **20_____**.
6. The Facility Tenant/Facility User agrees to pay a **Damage Deposit** equal to fifty (50%) percent of the Rental Fee no later than fourteen (14) days prior to the scheduled event. The due date for the \$_____ Damage Deposit is no later than **3:00 pm** on _____, **20_____**.
7. The rental of this Rental Area is not confirmed until this rental contract is signed and returned with the Booking Fee.

SPECIFIC REQUIREMENTS:

8. Facility Tenant/Facility User agrees to:
- set up and take down all decorations and all tables & chairs.

Town of Mayerthorpe
Policy VII-006
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- sweep all floors, wet mop all spills or dirty floors, empty all trash cans, sweep up any smoking litter and remove garbage from the Facility to the provided dumpsters.
- report any damages to the Facility Monitor.

Failure to complete these requirements to an “as received level” will result in costs being retained by the Town from the Damage Deposit.

9. Damage Deposit refunds will be issued to the Facility Tenant/Facility User twenty one (21) business days after the event.
10. Rental of any part of the Facility does not include the issuance of keys for independent access by Facility Tenants/Facility Users. However in special circumstances, at the discretion of the Facility Administrator, keys may be issued. The Facility Tenants/Facility Users will be charged the replacement cost plus a twenty five (25%) percent administration fee for any key that is lost or not returned.
11. A Facility Monitor shall be on site at all times during rental periods. Any requests made by the Facility Monitor will be complied with at all times. Failure to comply with requests of the Facility Monitor will result in a forfeiture of the Damage Deposit and an immediate closing of the Facility.
12. The Facility Tenant/Facility User agrees that only fun tack and painter’s masking tape will be used to secure decorations to walls, doors, ceilings or windows within the *Rental Area*. T-Bar track hooks may be utilized in areas where a suspended ceiling is incorporated. Under no circumstances will nails, screws, holes or thumb tacks be used to hang decorations.
13. The Facility Tenant/Facility User shall not engage in or allow any advertising, promotional marketing or any other commercial activity within the Facility without prior approval of the Facility Administrator.
14. The Facility Tenant/Facility User agrees that all events involving liquor must be supported by a valid liquor permit in accordance with the Province of Alberta Gaming and Liquor Act.
15. The Facility Tenant/Facility User agrees that all events involving liquor must be supported by a valid liability insurance policy in the amount of \$2,000,000.00 (two Million dollars) naming the Town of Mayerthorpe as an additional insured.
16. The Facility Tenant/Facility User agrees to provide a copy of the insurance certificate to the Facility Administrator no later than **3:00 pm on _____, 20_____.**
17. The Facility Tenant/Facility User agrees to provide a copy of the liquor permit to the Facility Administrator immediately after obtaining it.
18. The Facility Tenant/Facility User agrees that all events involving liquor must be supervised by appropriate personnel as provided for by the Province of Alberta Gaming and Liquor Act and in all cases at a ratio of no less than one (1) supervisor for every fifty (50) guests.
19. The Facility Tenant/Facility User agrees that any incident of violence or injury to any person must be reported to the R.C.M.P. immediately.
20. The Town will not accept responsibility for any theft or loss to contents and equipment incurred by the Facility Tenant/Facility User.
21. The Facility Tenant/Facility User agrees that the Consumption or possession of alcohol outside of a licensed area will not be tolerated. Offenders will be asked to leave and local police may be notified.
22. The Facility Tenant/Facility User agrees that all rules and regulations as outlined in the Town of Mayerthorpe Exhibition Centre Operations Policy, as attached, shall govern this rental agreement.
23. The Facility Tenant/Facility User cannot assign this Agreement without prior written consent from the Town.

24. This event will be advertised on the Town of Mayerthorpe Calendar as: Private Event or _____ pursuant to FOIP guidelines.

HOLD HARMLESS AGREEMENT:

The Facility Tenant//Facility User agrees to indemnify and save harmless the Town from and against all liabilities, damages, costs, claims, suits, actions, or causes of action by any person arising from the acts or omissions of the Facility Tenant/Facility User employees, servants, agents, contractors, invitees, directors or any person for whom Facility Tenant/Facility User is responsible for by law. The Town shall not be held responsible for any loss or damage to property belonging to the Town, except as arises due to the fault or negligence of the Town.

The parties accept the terms and conditions of this Rental Agreement this ___ day of _____, 20__.

Town of Mayerthorpe:

Facility Tenant/Facility User:

Signature: _____

Signature: _____

Print: _____

Print: _____

Position: _____

FOR OFFICE USE ONLY

DATE	AMOUNT	GST	Total Due	Invoice Number	GLCODE	DESCRIPTION
	\$	\$	\$			Rental Date & Non-Refundable Booking Fee Paid
	\$	\$	\$			Balance of Rental Fee Paid and Insurance Documents Provided.
	\$	\$0.00	\$			Damage Deposit Paid
	N/A	N/A	N/A	N/A	N/A	Event Date
	\$	\$	\$			Refund Date for Damage Deposit minus any claims

Town of Mayerthorpe Exhibition Centre Operating Policy VII-006 is attached for reference.