

Morrisroe West Community Centre Rental Agreement

The Lessee agrees to rent from the Morrisroe West Community Association the Morrisroe West Community Centre ("the Facility") located at <u>5 McIntosh Avenue</u> in Red Deer, Alberta, and agrees to the following terms and conditions:

- 1. Purpose of use: (e.g. birthday party, anniversary, meeting) ______
- 2. Estimated number in attendance:
- Will alcohol be served at this event? No Yes*
 *Please note an Alberta Liquor License may be required see Terms and Conditions.
- 4. Lessee required to obtain liability insurance? No Yes* *Please refer to Terms and Conditions.
- 5. Area(s) of the facility included in this rental: Morrisroe West Activity Centre

Please note adjacent sports fields and park sites are booked through the City of Red Deer and may require an event permit.

- 6. Conditions of Use:
 - The operating hours of the facility are from 9AM-9PM. If other hours are required, please ask.
 - A cleaning/damage deposit in the amount of \$200 is required where liquor will not be present at your event. If liquor will be present at your function, a cleaning/damage deposit in the amount of \$400 is required.
 - The facility must be cleaned and left in the condition found for the deposit to be returned in full.
 - Structural damages that occur during a booking will be billed to the group or individual who signed the Rental Agreement. Any damages or potential hazards must be reported to the Community Association.
 - Garbage bins are to be emptied and garbage taken with you when you leave.
 - Keys need to be returned within 24hrs of event unless otherwise agreed upon.
 - Lessee is responsible for the actions and safety of those who use the facility during the time of the rental.
 - If an emergency situation occurs while the Lessee is using the Facility, please call 911 and/or The City of Red Deer's oncall number listed in the activity centre.
- 7. Date(s) and Time(s) of Use

Day(s)	Date(s)	Start Time(s)	End Time(s)

8. Payment Schedule:

Total Rental Fee	Date Paid	Received By (CA Rep's Initials)	Key Received (Lessee's Initials)	Date Key Returned & CA Rep's Initials
Damage Deposit Amount	Date Paid	Received By (CA Rep's Initials)	Damage Deposit Returned & Amount	CA Rep's Initials

The City of Red Deer bylaws and regulations govern appropriate activities and behavior in parks and public facilities, and all permit holders are required to abide by these bylaws and their regulations. In addition to the conditions of use on the face of this document, the following terms and conditions apply to the use of the facility for which this permit is issued:

1. Rentals: Rental requests will only be granted to a person(s) of the legal age of 18 years ("the Lessee"). Lessee must ensure that an adult is present at the facility during the activity or event when the facility is being used by the persons under the legal age of 18 years.

2. Changes to Rental (by Lessee): Notification to the Booking Coordinator must be received within a minimum of 30 days in advance of the rental date. Failure to meet this timeline will result in the Lessee being charged the full cost of the rental.

3. Changes to Rentals (by the Morrisroe West Community Association): The Morrisroe West Community Association reserves the right to cancel or amend this agreement in advance of the date should special circumstances arise. In these circumstances, a full credit or refund will be made to the Lessee or alternate date(s) may be provided where possible.

4. Indemnification: Each party shall indemnify and save harmless the other party from and against all actions, causes of action, suits, demands, payments, judgments or settlements including solicitor costs which arise from their use or the use of the facility, except where such actions arise from the negligence of the other party.

5. Insurance: Organizations renting the facility may be required at the discretion of the Community Association to obtain and provide to the Community Association a copy of General Liability Event Insurance of not less than Two Million Dollars (\$2,000,000) per occurrence and such insurance shall include The City of Red Deer and the Community Association as an additional insured. This insurance must not have a participant's exclusion.

6. Alcoholic Beverages: A Special Event license from the Alberta Gaming and Liquor Commission is required for all private functions held in the facility whether alcohol is being provided free of charge or resold to guests of the function. Serving and consumption of alcohol is not permitted outside of the facility and all attempts must be made to ensure doors remain closed during the function.

7. Tobacco Products: Tobacco products are not permitted in the facility and any such use must comply with City of Red Deer Bylaws.

8. Personal Effects: The Lessee assumes all responsibility for any goods, materials or personal effects that may be placed in storage or lost and found at the facility before, during, or after the rental period.

9. Governing Law: The Laws of Alberta and the sole jurisdiction of the Courts of Alberta shall apply to this permit.

10. Privacy: The personal information on this form is protected under the provisions of the Freedom of Information and Protection of Privacy (FOIP) Act. The information collected will be used for the purpose of administering facility bookings for the activity centre.

The undersigned has read and agrees to be bound by this Agreement and the Terms and Conditions contained herein, and hereby warrants and represents that he/she executes this Agreement on behalf of the Lessee and has the sufficient power, authority and capacity to bind the Lessee with his/her signature. This document is a contract and schedule for Facility usage and not an invoice. Please sign and return a copy of this rental agreement with payment and deposit.

Lessee's & Organization Name (printed):		
Mailing Address:		
City:		Postal Code:
Telephone:	(Res)	(Alt)
E-mail Address:		
Lessee's Signature:		
Community Association Representative's		
Signature:		
Community Association Contact Number:	President@mw.myCommunityAssociation.org	