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The Uplands in Hawkwood Homeowner's Association Ltd.  
 Recreation Centre Usage  
 Rental Agreement

BETWEEN

HOMEOWNER Name (Rentee): \_\_\_\_\_

HOMEOWNER -Address: \_\_\_\_\_

Contact phone number & Cell Number: \_\_\_\_\_

AND

The Uplands in Hawkwood Homeowner's Association Ltd. (Rentor)

Purpose of Rental				
Date of Function				
Number of Guests		Max. seated dining & beverage - 90		
Liquor	YES <input type="checkbox"/>	Permit No.	NO <input type="checkbox"/>	
Set-up Time:	_____			
Party Time:	Start of function: _____ end time of function: _____ <b>All functions must end by 1 AM</b>			
6 AM - 3 PM	\$25.00 + GST = \$ 26.25		\$	
Noon - 6 PM	\$35.00 + GST = \$ 36.75		\$	
3 PM - 10 PM	\$50.00 + GST = \$ 52.50		\$	
After 10:00 PM hours	YES <input type="checkbox"/>	NO <input type="checkbox"/>	\$20/hr (max 3 hours): \$ GST \$ TOTAL: \$	
Clean up start time:	_____ <b>Clean up must begin no later than 1 AM</b>			
Staff clean up requested	YES <input type="checkbox"/>	NO <input type="checkbox"/>	\$50/hr (max 3 hours): \$ GST \$ TOTAL: \$	
Rental of dinnerware / cutlery / glasses requested	YES <input type="checkbox"/>	NO <input type="checkbox"/>	\$ GST \$ TOTAL: \$	
Audio/Visual Equipment Rentals	YES <input type="checkbox"/>	NO <input type="checkbox"/>	\$0 no charge for any/all Equipment	
Damage Deposit \$500	YES <input type="checkbox"/>	NO <input type="checkbox"/>	CASH <input type="checkbox"/>	CHEQUE, VISA, M/C, DEBIT <input type="checkbox"/>
Cancellation Deposit \$100	YES <input type="checkbox"/>	NO <input type="checkbox"/>	CASH <input type="checkbox"/>	CHEQUE, VISA, M/C, DEBIT <input type="checkbox"/>

Note: Any Uplands member in good standing shall be eligible to use the Recreation Centre, subject to availability, for any reasonable purpose, for any legal purpose, so long as the Homeowner is personally in attendance at the function, is responsible for the conduct of his or her guests, and agrees to comply with the following conditions. Application for lounge use must be made through the Uplands Centre. Application forms are available at the office and web site. The Office manager must approve all applications.

All member functions must be under the supervision of the Uplands Homeowner with the homeowner being in attendance at all times **Initial \_\_\_\_\_**. A kitchen key may be issued by the Facility Manager to allow access into the kitchen without staff present.

## **CONDITIONS OF RENTAL AGREEMENT:**

### **Deposit**

1. **Damage Deposit:** A damage deposit of **\$500.00** is required, at time of booking, payable to the *Uplands Homeowner's Association*. Your cheque will not be deposited following a satisfactory post-inspection. Your cheque will only be deposited to cover any additional cleaning, and/or repair and services or if the Homeowner is not present for the function **Initial \_\_\_\_\_**. A statement of any disbursements from the applicant's deposit will be mailed by the facility manager within thirty (30) days of the function.
2. **Cancellation Deposit:** There will be **\$100.00** cancellation fee if, for whatever reason, the Rentee does not provide one week (7 days) notice of cancellation.

### **Liquor Permits**

3. Liquor permits are the responsibility of the Rentee. The Rentee must abide by all of the Laws of Alberta Gaming and Liquor Commission. A liquor special event licence is a legal document, which allows the holder to host a function with a liquor service. The special event licence holder may be an individual, non-profit organization or company.

**Private Non-Sale Licence:** This licence allows the holder to provide liquor to invited guests free of any charge.

**Private Resale Licence:** This licence allows the holder to sell liquor to invited guests. It may only be obtained by:

- A non-profit or charitable organization; or
- An adult who is responsible or organizing a family function such as a wedding reception or family reunion.

#### **Licence Fees:**

Licence fees are as follows:

- Private Non-Sale Licence - \$10
- Private Resale Licence - \$25
- A store may charge a service fee of up to \$2 for each licence sold and fees are subject to change.

#### **Licence Holder's Responsibilities:**

- The licence must be posted in a prominent location at the event. A corkboard is supplied in the kitchen for this purpose.
- AGLC inspectors and police must be admitted to a premises covered by a license.
- As a holder of a liquor licence, you or your organization are responsible for the conduct of your guests at the function.
- You are responsible not to serve guests to the point of intoxication.
- Responsible supervision must be provided at every licence function. One supervisor for every 50 people plus one supervisor for each entrance and exit is required by The Uplands Homeowners Association.
- You may decide to allow minors to attend. No person under the age of 18 years is to be served or given beverage alcohol, or permitted to consume or handle beverage alcohol.
- Homemade wine, beer or cider must not be served, consumed or allowed on the licensed premises.

- The only liquor permitted at licensed events is liquor purchased by the holder of the licence in Alberta from any Class D licensee. Receipts confirming the legal purchase of all liquor must be present at the event. **Bring your own bottle (BYOB) events are not allowed.**
- Any activity that is contrary to any municipal bylaw or any Act or Regulation of Alberta or Canada is prohibited.

### **Rules and Regulations**

4. This agreement covers reservation of the upper lounge and kitchen areas only. **Children must be supervised by an adult at all times.** Guests are not allowed in the lower level of the Recreation Centre. The Rentee is responsible for all users, guests, persons in relation to the use and occupancy of the property. Parent(s) or Guardian(s) must supervise youth activities inside and outside on the facility property **Initial \_\_\_\_\_**
5. **No nails, staples, tacks or tapes are to be used for hanging decorations, except for BLUE OR GREEN masking tape and the blue "Stick'um".**
6. **Leather seating shall not be removed from the event room area**
7. **No teen**, all ages, raves, stags/stagette parties allowed.
8. **If Party exceeds limit of 90 people**, the party will be suspended by manager and asked to leave.
9. ALL EXITS must be kept clear at all times.
10. Do Not use propane fuelled warmers or **sparklers** in the lounge as this will set off the fire alarm. No confetti, rice, table sequins, sparkles, rose petals, etc. are to be used while on The Uplands Homeowners Association premises. **Candles on cakes will set off the smoke alarm. Note fog machines are not allowed as they set off smoke alarm and there will be a charge if the fire department has to come due to fog machines.**
11. Members desiring contract cleaning services must advise the facility manager at least one week prior to the event. Service may be provided subject to staff availability and must be paid in advance. Cleaning fee is \$50.00 per hour.
12. If the Centre is used by residents after normal staff hours (10 p.m.), there will be a charge of **\$20.00 plus GST per hour.**
13. The Rentee will adhere to all current "City of Calgary "Non-Smoking Policy" and "Noise Bylaw" as well as all Municipal, Provincial and Federal laws related to the use and occupancy of the property. **To protect children and limit second-hand exposure, public smoking or vaping of cannabis will be prohibited in the building and on the premises of The Uplands Recreation Centre property.** **INITIAL \_\_\_\_\_.**

**Provincial laws will have established a number of consequences when cannabis is consumed in public or in a vehicle, including fines and other administrative penalties.**

As the recreation centre is located in a residential area and out of courtesy to residents:

- Music must be kept at a moderate sound level and end by 1:00 AM
- The centre must be cleaned and vacated by 2:00 AM
- Smoking and e cigarettes are not allowed in the building per City of Calgary Bylaw 57M92

### **Clean Up**

14. **The members shall ensure that all garbage is removed from the building and site immediately after the function and clean up is finished. A fee of \$50.00 will be charged for the removal of any**

**garbage left behind.** If staff has been hired to do clean up, the garbage will be removed by facility staff.

15. The facility must be cleaned and vacated on the day of rental. Next day clean up is not an option. Attached are "Cleaning Guide Lines" as "Schedule A" which form part of this lease agreement. Additional fees will be charged if the facility has not been cleaned and the building and grounds left as it was at the beginning the rental. If additional cleaning is required, the member will be charged for cleaning at \$50.00 per hour.
16. If the fireplace is used, ashes are to be removed at the time of post-inspection. If left, a **\$25.00 charge** will be levied.
17. The Rentee is responsible for any loss or damage to property occurring during the rental period. All pictures, fixtures, lights, ornaments, chairs, tables, plants, kitchen equipment, audio & visual equipment, coffee urns and pots, cutlery, dishware are the property of the facility and are not to be removed. Any and all contents of the hall shall remain in the hall. Missing or broken contents are the responsibility of the Rentee. The Rentee agrees to pay additional charges for any broken or missing contents. The damage deposit is required by cheque prior to the rental and shall be returned in full upon satisfactory inspection of the facilities and no breach of contract.
18. The undersigned member(s) hereby undertakes as follows:
  - (a) At the conclusion of the period in use, the undersigned will ensure that no potential for fire exists arising from their use of the Recreation Centre; lights, fans, coffee pots and stove will be turned off; all vertical blinds closed and all doors and windows locked; and furniture returned to usual positions. Missing or broken contents are the responsibility of the Rentee.
  - (b) To restore the Recreation Centre and its furniture and fixtures to the same condition as it was immediately prior to use unless otherwise noted by staff. Chairs are to be stacked 8 per trolley, and tables folded and returned to coat room for storage. This must be done to the satisfaction of the Recreation Centre staff and be documented on the post inspection.
  - (c) The undersigned agrees to accept responsibility for any costs in excess of the \$500.00 damage deposit that may be incurred as a result of their use of the Recreation Centre.
  - (d) The undersigned agrees that The Uplands Homeowners Association, through a representative, have removed from the premises any persons(s) who shall have caused damage or nuisance or shall have failed to comply with any provision of the Gaming and Liquor Act.
  - (e) The Rentee is fully responsible for insurance protection of themselves and their guest users against any bodily injury or property damage arising from their activities in renting The Uplands Homeowners Association facilities. The Rentee will be required to provide proof of either personal property & liability insurance (for individual/group Rentees) or Commercial General Liability Insurance (for business, corporation, and institution Rentees). In the event that either the business or individual desires special coverage for the event, they can purchase insurance just for the event they are holding that should include Tenants Legal Liability and Host Liquor Liability. Contact PAL Insurance at [www.palcanada.com](http://www.palcanada.com) to complete their Special Events Application or call 403 - 261-3900.

I Have Read, Understand and Agree to ALL CONDITIONS ABOVE.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Rentee - Upland's Resident Signature

Dated: \_\_\_\_\_

\_\_\_\_\_  
Rentor - Uplands's Facility Manager



**Waiver and Release of Liability and Assumption of Risk Acknowledgement**

**DEFINITIONS:**

**Facilities** – The Uplands in Hawkwood Homeowners Association Ltd. Recreation Centre

**Indemnitees** – The Uplands in Hawkwood Homeowners Association Ltd. and the Officers, employees, and Board of Directors of this organization.

**Indemnitor** – The individual signing below, and his/her heirs, administrators, executors, and assigns.

The **Indemnitor** hereby releases the **Indemnitees** from any liability for damages from illness, injury, and/or death that arises out of, or is connected with, or in any manner relates to, **Indemnitor's** use of the **Facilities** and services provided at the **Facilities**.

**Indemnitor** represents that:

1. I am 18 years of age or older.
2. I am submitting this release, waiver of liability, and assumption of risk declaration voluntarily and of my own free will.
3. I have no physical or emotional problems, nor any history thereof, which will impair my ability to utilize the **Facilities** and its services in a safe manner.
4. I understand and agree that it is my responsibility to assess the hazards presented by my use of the **Facilities** and services of the **Facilities**, and further agree that I am the ultimate judge as to whether I can use the **Facilities** and services without risk of harm to myself or my guests.
5. I understand and EXPRESSLY ASSUME all the dangers incident to using the **Facilities** and their services, and hereby RELEASE ALL CLAIMS, including but not limited to, personal injury, property damage or destruction, and death, whether caused by NEGLIGENCE, breach of contract or otherwise, and whether for bodily injury, property damage or loss otherwise, which I may ever have against the **Indemnitees**.
6. My use of the **Facilities** is entirely optional and my own free choice. My use of the **Facilities** is in no way a requirement of The Uplands in Hawkwood Homeowners Association Ltd.

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

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Cell Number: \_\_\_\_\_



## “Schedule A”

### The Uplands Homeowners' Association Ltd.

#### General Cleaning Instructions

- Spillage is cleaned up immediately from floor, carpet, counters, tables or chairs (cleaning supplies supplied by The Uplands)
- All tables are to be wiped clean, folded and returned to coat storage room, chairs are to be stacked on dolly, 8 chairs per dolly and returned to coat storage room.
- All garbage is to be collected and put in plastic bags (supplied by The Uplands). Bags are to be removed by Rentee and taken home with them unless Upland's Staff has been hired to do clean up
- If the fireplace is used, ashes are to be removed at the time of post-inspection. If left, a **\$25.00 charge** will be levied
- Wiping down kitchen counters and appliances, sinks, and any spillage on cupboards doors. Stove and oven, if used, are to be cleaned and all dishes, if used, are to be washed
- Remove all decorations taking care to remove all masking tape used.
- Removing all food & recycling, by Rentee taking it home, any items or food left will be discarded
- Rinsing coffee urn if used
- Dry mop (red mop) of all hardwood flooring and complete wet mopping of hardwood flooring is required, bucket and mop supplied, floor cleaner soap located under kitchen sink
- Vacuuming of all carpeted area
- If supplied tea-towels have been used, they are to be returned the next day washed
- Party Rental of Dinnerware, Glassware, and/or Cutlery must be returned rinsed in storage containers for cleaning