

OFFICE USE ONLY

Key Number:

The Uplands in Hawkwood Homeowner's Association Ltd.
Recreation Centre Usage Rental Agreement
Between Non-Residents (rentee)



Key Return:

and

Staff supervisor:

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

Non-Resident Contact Information

First and Last Name: _____

Organization/Group Name: _____

Address: _____

Contact Number: _____ Email Address: _____

Insurance Requirements

Insurance Covered By: Personal Company/Group/Organization

Insurance Company Name: _____

Policy Number: _____ Expiry Date: _____

Event Details

Purpose of Event: _____

Date of Event: _____ Number of Guests: _____
Max. seated dining & beverage (90 including children)

Liquor Licence: Yes No If Yes, Permit Number: _____

Room Rental Rate: \$90.00 per hour

Starting Time of Event: _____ Ending Time of Event: _____
(including set-up time) (including clean-up time, if not booking our cleaners)

Total # of Rental Hours: _____

Clean-Up Cost: \$75.00 per hour (1 hour min)

Staff Clean-Up Requested: Yes No Total # of Cleaning Hours: _____

Audio Visual Rental Cost: \$50.00 Flat Rate

Audio/Visual Equipment Rentals: (no fee) Yes No AV Charge: _____

Dinner Rental Cost: (Refer to Appendix A)

Rental of Dinnerware: Yes No Dinnerware Total: \$ _____

Room Rental Total: \$ _____

Clean-Up Total: \$ _____

GST: 5%

Total: _____

Credit Card Authorization

Damages/Cancellations will be charged to credit card on file.

Credit Card #: _____

Expiry Date: _____

CVV#: _____

Note: The Rentee shall be eligible to use the Recreation Centre, subject to availability, for any reasonable purpose, for any legal purpose, so long as the Rentee 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 on our website. The Office manager must approve all applications.

All functions must be under the supervision of the Rentee with the Rentee being in attendance.

Conditions of Rental Agreement

1. **Damage:** Damages will be applied to credit card on file. Damages will only be billed to cover any additional cleaning, and/or repair and services or failure to abide by the following conditions of this contract. 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:** There will be **\$200.00** cancellation fee if, for whatever reason, the Rentee does not provide two weeks (14 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:**
 - Private Non-Sale Licence - \$10.00
 - Private Resale Licence - \$25.00
 - A store may charge a service fee of up to \$2.00 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 premise covered by a licence.
 - 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 licenced premises.
 - The only liquor permitted at licenced 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.** INITIAL _____

- o 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.** INITIAL _____ 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.
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. **No confetti, rice, table sequins, sparkles, glitter bombs, glitter, rose petals, etc. are to be used while on The Uplands Homeowners Association premises.** INITIAL _____
7. Leather seating shall not be removed from the event room area.
8. If party exceed limit of 90 people including children, the party will be suspended by manager and asked to leave.
9. ALL EXITS must be kept clear at all times.
10. **Propane fueled warmers, sparkers and fog machines are not allowed as this will set off the fire alarm. Candles on cakes will set off the smoke alarm.** Rentee will be charged if the fire department has to come due to fog machines or false alarm candle/sparkler smoke. INITIAL _____
11. Rentee desiring contract cleaning services must advise the facility manager at least two weeks prior to the event. Service may be provided subject to staff availability and must be paid in advance. Cleaning fee is \$75.00 per hour.
12. 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. As the recreation centre is located in a residential area and out of courtesy to residents:
 - o Music must be kept at a moderate sound level and end by 1:00 AM
 - o The centre must be cleaned and vacated by 2:00 AM
 - o Smoking is not allowed in the building per City of Calgary Bylaw 23M2018
 - o Ashcan is located 5 meters from the entrance

Clean Up

13. **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. If additional cleaning is required, the rentee will be charged for cleaning at \$75.00 per hour. INITIAL _____
14. 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.

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and
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15. 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 damages will be charged to the credit card on file.
16. 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 chairs per dolly, and tables folded and returned to coat storage area.
 - (c) The undersigned agrees to accept responsibility for any costs that may be incurred as a result of damage or loss with 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 to complete their Special Events Application or call 403 - 261-3900.

I understand and agree to all the conditions listed above

Rentee Signature: _____ Date: _____

Contact Number _____



"Schedule A"

The Uplands Homeowners' Association Ltd.

General Cleaning Instructions (if rentee is doing their own cleaning)

- 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/compost bags (supplied by The Uplands).
- Large black bins, blue recycle, and green compost bins are available outside for your convenience.
- 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/walls. Stove and oven, if used, are to be cleaned and all dishes, if used, are to be washed.
- Remove all decorations including balloons - 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.
- Please remove coffee grounds and rinse coffee urn if used.
- Dry mop (red mop) of all hardwood flooring and a complete wet mopping of hardwood flooring is required, bucket and mop supplied, floor cleaner soap located under kitchen sink.
- Vacuuming of all carpeted area.
- Party Rental of Dinnerware, Glassware, and/or Cutlery must be returned rinsed in storage containers for cleaning.

I understand and agree to all the conditions listed above

Print Name:

Signature:



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.

I understand and agree to all the conditions listed above

Print Name: _____ Date: _____
Address: _____ Contact Number: _____
Signature: _____

Appendix A: Tableware Rental Cost

Quantity Available	Quantity Requested	Item Description	Item Price	Breakage or Loss	Extended Total
Dinnerware					
85		Dinner Plate(s)	\$0.40	\$2.50	
71		Side Plate(s)	\$0.40	\$2.50	
78		Cup(s)	\$0.40	\$2.50	
68		Soup Bowl(s)	\$0.40	\$2.50	
Cutlery					
90		Knife/Knives	\$0.20	\$2.00	
90		Dinner Fork(s)	\$0.20	\$2.00	
90		Salad Fork(s)	\$0.20	\$2.00	
90		Soup Spoon(s)	\$0.20	\$2.00	
180		Teaspoon(s)	\$0.20	\$2.00	
10		Butter Knife/Knives	\$1.00	\$1.00	
7		Sugar Spoon(s)	\$1.00	\$1.00	
Glassware					
48		Water Glasses small 3" (clear)	\$0.50	\$2.50	
19		Water Glasses Tall 5" (blue)	\$0.50	\$2.50	
15		Water Glasses Tall 5" (clear)	\$0.50	\$2.50	
52		Juice Glasses small 3" (clear plastic)	\$0.50	\$2.50	
72		Wine Glasses	\$0.50	\$4.00	
3		Black Dish Tubs	\$0.00	\$20.00	
2		Grey Dish Tubs	\$0.00	\$20.00	
2		Grey Cutlery Tubs	\$0.00	\$20.00	

Dinnerware Rental Charges: \$ _____

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