

**NIGHTINGALE COMMUNITY ASSOCIATION FACILITY RENTAL AGREEMENT**

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

BETWEEN:

NIGHTINGALE COMMUNITY ASSOCIATION  
of Box 88, Site 20, RR 2, Strathmore, AB T1P 1K5  
(hereinafter referred to as the "Owner")

AND

FULL NAME	
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OF

MAILING ADDRESS	
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(hereinafter referred to as the "Renter")

**RENTER CONTACT INFORMATION**

CELL PHONE	
HOME PHONE	
EMAIL ADDRESS	

**1. TERM OF RENTAL:**

The Renter desires to rent from the Owner of the Nightingale Community Association Facility (the "Facility"),

FROM (date)	TO (date)

(the "Rental Period") and the Owner is in agreement with the Renter using the Facility for the purpose of,

THE FUNCTION	
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- 2. Rights and Responsibilities of Renter: indicated above, during the agreed upon Rental Period.
  
- 3. The Renter will, at all times, indemnify and save harmless the Owner, and its directors, officers and agents, from and against all actions, claims, demands, suits, and proceedings, damages, costs (including without restricting the generality of the foregoing, legal costs on a solicitor/client basis), and any further associated expenses that have been brought, made or incurred by or against the Owner, and its directors, officers and agents, by reason of, or arising out of, or in any way related to the Facility by the Renter, its agents, employees, invitees or contractors except where the action, claim, demand, cost or expense was caused by intentional acts or gross negligence of the Owner.

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4. This Agreement may not be assigned, in whole or in part, by the Renter without the express written authorization of the Owner. The Renter will not permit any damage to occur to the Facility and will leave the premises in the same condition or substantially the same condition as when the Renter entered the Facility for the Function. The Renter is responsible for any damage incurred as a result of the function held. The Owner has the right to withhold all or part of the deposit, and also charge extra fees for any damage over and above that covered by the deposit.
5. **In the event the Function is to serve liquor**, it is the responsibility of the Renter, at its sole cost and expense, to arrange for and ensure that a Host Liquor Liability Certificate of Insurance has been arranged for and forwarded to the Owner within seven (7) days of the Function. The Renter agrees that the insurance policy referred to herein will name the Nightingale Community Association and Wheatland County as an additional insured on the said policy as their interest may appear and a severability of interest clause or a cross liability clause.
6. All policies will contain an undertaking by the insurers to notify the Owner, in writing, any change, cancellation or termination of any provision of any policy, not less than thirty (30) days prior to the material change, cancellation or termination thereof.

### **7. FACILITY & FACILITY GROUNDS RULES**

The Renter agrees to comply with ALL of the following RULES governing the use of the Facility & Grounds:

- Contain all Loud Noises ie, loud music, partying etc., within the Community Hall itself and not outside on the grounds after 11:00 pm, as a courtesy to our neighbors.
- Smoking is not permitted within the facility.
- Removal of any property from the facility or grounds is prohibited without prior authorization.
- Firearms are prohibited within the facility, or on the property.
- Attendance must stay within the capacity limits outlined for the facility.

#### Camping Specific Rules

- Camping is only permitted in designated camping areas. Refer to map for clarification.
- Passenger vehicles shall park in designated parking areas, not on the grass in the camping area.
- Fires are only permitted in designated fire pits, or in stand alone propane powered fire-pits. Local Fire Ban status must be checked and be deemed safe, prior to having any fires. Firewood is not supplied by the Hall.
- Fuel generator use only permitted in designated areas (not within 100 feet of local resident's property lines) and only between the hours of 9 a.m. to 11 a.m. and 5 p.m. to 7 p.m. (*taken from alberta parks*)
- Dogs must be kept on lease at all times, their waste must be picked up and disposed of properly, and they must not be left alone to bark incessantly.

8. In the event the Renter undertakes or permits any activity within the Facility or the Facility Grounds, against the outlined Rules, or which activities may be a nuisance or cause property damage or may cause personal injury, or in the event the Renter is in default of any of the terms and conditions herein, the Owner may terminate this Agreement immediately.
9. **CLEANING:** The Facility and Facility Grounds must be cleaned by the end of the rental time, stated in this agreement. The owner has the right to withhold deposit until all the above cleaning regulations are preformed to the Booking Agent's satisfaction or the cleaning deposit is forfeited. Cleaning regulations are as per the attached Schedule "B": RENTERS CLEANING DUTIES.
10. It is agreed by the Renter that it shall sign and provide to the Agreement, and Acknowledgement and Waiver, in the form attached hereto as Schedule "A".

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11. Rights and Responsibilities of the Owner;

During the Function, the Owner will permit the Renter to use the Facility for permitted activities and for no other purpose whatsoever, subject to the terms and conditions set forth herein. The Owner will retain control of the Facility and the Owner will not unreasonably interfere with the Renter’s use and enjoyment of the Facility. The Facility will be available to the Renter’s agents, servants, employees and invitees in accordance with the policies of the Owner relating to such use.

12. The Owner, its directors, officers and agents will not be liable for any theft, loss or damage of property of the Renter, its agents, employees, servants or invitees, however so caused.

13. Payment of Rent: The Rental Amount is due, in full, on or before the date of the Function and should be provided to the Booking Manager upon request.

14. Rent, as agreed upon between Owner and Renter, is as follows:

<b>TYPE OF FUNCTION BUSINESS MEETINGS</b>	<b>RATE FOR FUNCTION</b>	<b>OWING</b>
Business Meetings, Seminars etc. No use of kitchen (4-8 hours)	\$150	
Family Gatherings & Church etc. Minimal use of kitchen (4-8 hours)	\$150	
Weddings & Anniversaries. Use of Hall & Grounds. Allowances for decorating evening before. Camping Allowed - no hookups.	\$300/ Day \$500/ 2 Days \$700/ Long Weekend (12:00 Friday-12:00 Monday)	
Family Reunions Use of Hall & Grounds. Camping Allowed - no hookups.	\$300/ Day \$500/ 2 Days \$700/ Long Weekend (12:00 Friday-12:00 Monday)	
Stags & Stagettes	Not Allowed	Not Allowed
Security Deposit – Mandatory	\$400	400
Minimum Charge for not Cleaning Hall (ie Not removing garbage, not cleaning bathrooms, floors, or kitchen etc.)	\$200	
<b>TOTAL</b>		<b>\$</b>
Minus deposit received		<b>\$</b>
<b>AMOUNT DUE AT DATE OF FUNCTION</b>		<b>\$</b>

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15. Damage Deposit:

- A booking/cleaning/damage deposit must be paid in advance to confirm the Facility booking.
- Cancellation policy: Deposit is non-refundable within 30 days, and 50% within 6 months, and 100% refundable outside of that.
- Booking/cleaning/damage deposit will be refunded within 10 business days, after the Hall has been inspected, any damages and necessary cleaning are assessed and the key is returned.
- Walkthrough is required for any rental at the Hall Board's discretion.
- The Renter is responsible for any damage incurred as a result of the function held. The Owner (Hall Board) has the right to withhold all or part of the deposit and also charge extra fees for any damage over and above that covered by the deposit.

16. General Provisions:

The terms and conditions set forth herein constitute all of the terms and conditions of this Agreement, and there are no terms, conditions, covenants, agreements, representations or warranties, either express or implied, arising between the parties hereto except as expressly set forth herein.

17. This Agreement will inure to the benefit of and be binding upon the parties hereto, their respective heirs, and successors and permitted assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

\_\_\_\_\_  
NIGHTINGALE COMMUNITY ASSOCIATION AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
RENTER

**NIGHTINGALE COMMUNITY ASSOCIATION FACILITY RENTAL AGREEMENT**

**SCHEDULE "A" ACKNOWLEDGEMENT AND WAIVER**

Renters, as defined in the Agreement dated \_\_\_\_\_, 20\_\_\_\_, herein acknowledge that it is their sole responsibility for obtaining all necessary liquor permits, required licenses and Host Liquor Liability Insurance for the Function, as defined in the Agreement.

- It is understood by the Renters, their agents, employees, invitees or contractors that no alcoholic beverages will be consumed on the premises or the surrounding grounds of the Owner, without first obtaining the **prior written consent of the Owner**.
- In the event that the Owner has provided consent to the Renter, their agents, employees, invitees or contractors for alcoholic beverages, of any kind, to be consumed on the premises or on the premises grounds, the Renter acknowledges that it will purchase from a licensed insurance agent or broker a Host Liquor Liability Insurance Policy in an amount not less than \$2,000,000.00, and shall name, as an additional insured the Nightingale Community Association and Wheatland County under such policy.
- The Renter agrees to provide to the Owner, or its representative, a Certificate of Insurance evidencing the coverage not less than seven (7) days prior to the Function, as defined in the Agreement.
- It is further agreed that at all times the Renter, without limitation, indemnify and save harmless the Nightingale Community Association, its directors, officers and agents and Wheatland County, its councillors, officers, employees, volunteers and all other representatives from and against all liability, claims, actions, losses, costs or damages arising out of actions or omissions of the Renter.

**ACKNOWLEDGEMENT**

- The Renter acknowledges, by its initials, that alcohol **WILL** be served at the Function. \_\_\_\_\_
- The Renter acknowledges, by its initials, that alcohol **will NOT** be served at the Function. \_\_\_\_\_
- The Renter acknowledges, by its initials, that there is a Noise Restriction and agrees to keep all loud noises within the Community Hall after 11:00 p.m. \_\_\_\_\_
- The Renter acknowledges, by its initials, that the use of the Nightingale Community Grounds for camping is a courtesy we provide to our Renters and agrees to arrive no earlier than the specified time and also acknowledges that there are NO hook up facilities for said campers. \_\_\_\_\_

This Waiver/Acknowledgement shall survive the termination and/or expiration of the within Rental Agreement between the Owner and the Renter. Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at Strathmore, Alberta.

\_\_\_\_\_  
NIGHTINGALE COMMUNITY ASSOCIATION AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
RENTER

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**SCHEDULE "B" RENTER'S CLEANING DUTIES**

<b>Kitchen</b> <ul style="list-style-type: none"><li>○ Clean &amp; put away all dishes</li><li>○ Countertops</li><li>○ Coffee Station</li><li>○ Coolers/Fridge Emptied</li><li>○ Sweep &amp; Mop Floor</li><li>○ Empty Garbages</li></ul>	<b>Main Hall</b> <ul style="list-style-type: none"><li>○ Clean Tabletops &amp; put away</li><li>○ Stack Chairs &amp; put away (stack green &amp; red separately)</li><li>○ Sweep &amp; Mop Floor</li><li>○ Empty Garbages</li></ul>
<b>Wet Bar</b> <ul style="list-style-type: none"><li>○ Countertops</li><li>○ Clean out cooler</li><li>○ Sweep &amp; Mop Floor</li><li>○ Empty Garbages</li></ul>	<b>Washrooms</b> <ul style="list-style-type: none"><li>○ Countertops &amp; Sinks</li><li>○ Toilets</li><li>○ Sweep &amp; Mop Floors</li><li>○ Empty Garbages</li></ul>
<b>Outside</b> <ul style="list-style-type: none"><li>○ Pick Up Trash &amp; Dog Waste</li><li>○ Ensure parking lot &amp; Facility Grounds are free from litter</li><li>○ Empty Outdoor Garbages (x 2)</li></ul>	<p>*All Garbage bags to be disposed of in the large garbage bin outside in parking lot.</p> <p>*The owner has the right to withhold deposit until all the above cleaning requirements are preformed to the Booking Manager's satisfaction.</p>

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