

**Carvel Ukrainian Cultural Society
Facility Rental Contract**

This contract made and entered into on this _____ day of _____, _____
between

The Carvel Ukrainian Cultural Society
of 52511 SH 770 Lot 3A, Carvel, AB T7Y 3P2
(Hereinafter referred to as the "Society")

And

(Hereinafter referred to as the "Renter")

Term of Rental

The Renter agrees to rent the Facility (Hall and grounds) from the Society,
from the _____ day of _____, 20____ to the _____ day of
_____, 20____ (the "Rental Period")
and the Society is in agreement with the Renter using the Facility for the purpose(s)
of _____ (herein after referred
to as the "Function").

Rights and Responsibilities of Renter

The Renter agrees to meet the following conditions during the rental period:

- 2.1. Restrict use of the facility to the Function identified in Clause 1 of this contract and not permit the use of the Facility for any other purpose(s) without the prior, express, and written consent of the Society's representative.
- 2.2. The maximum total capacity of the premises for the purposes of the Renter's use is _____. The Renter agrees to ensure that this capacity is not exceeded.
- 2.3. Will set up and arrange tables and chairs and return tables/chairs to storage area at the completion of the rental period.
- 2.4. If using and attaching decorations to walls, doors, etc., they must be attached using painter's masking tape. If decorations/posters are being used/displayed, they shall be attached to walls, doors, etc., using only painter's masking tape. No confetti, rice, hay, or straw shall be used at the Facility.

- 2.5. Will assume full responsibility for the discipline and safety of all guests and all others who may be at the Facility.
- 2.6. Shall ensure that all RVs will not dump their waste tanks at the Facility.
- 2.7. Shall not sublease the Facility, or any right or privilege connected with the use of the Facility without first obtaining the written consent of the Society. A consent by the Society shall not be a consent to a subsequent sublease. Any unauthorized sublease shall be void and shall terminate this contract at the option of the Society.
- 2.8. Shall not permit any damage to occur to the Facility and will leave the Facility in the same condition as on the commencement of the Rental Period.
- 2.9. Shall assume full responsibility for the cost of replacing lost or damaged assets, including to the Facility, during the Rental Period. The security deposit will be held until an inspection of the Facility is completed by the Society. In the event of loss or damage during the Rental Period, the Renter shall be responsible, at its own cost and expense or through insurance, for all repair or replacement of any damage at the Facility.
- 2.10. If the damage is extensive, the Renter shall contact the insurance provider to advise of the damage.
- 2.11. Shall comply with all municipal and provincial bylaws. The Carvel Hall is a NON-SMOKING facility. Vaping and smoking tobacco and/or cannabis are not permitted inside the facility. No sparklers, fireworks, or open flames shall be allowed at the Facility. Any of the above undertakings will result in the loss of the Renter's security deposit. Only chafing dish fuels for the purpose of warming food, and birthday candles, lit and extinguished under the supervision of an adult, shall be allowed at the Facility.
- 2.12. Will provide proof of the liquor license (if alcohol will be served) and insurance policy to the Society a minimum of seven (7) days prior to the first day of the Rental Period. The Renter agrees that the insurance policy will name The Carvel Ukrainian Cultural Society and Parkland County as additional insureds.
- 2.13. Clean the Facility at the end of the Rental Period as outlined in the Post-Function Checklist (5.3.C).
 - 2.13.1. If the Facility is not cleaned to the satisfaction of the Society's representative, the Renter shall be charged a fee.

- 2.13.2. The security deposit, in whole or in part, will be returned within 30 days except if damages/costs exceed the amount of the security deposit and/or if damages necessitate an insurance claim.
- 2.14. Shall inform the Society's representative if they want to be present for the post-rental inspection or if they will waive the option. If waiving the option, the Renter shall leave the hall key on the kitchen counter and the Society shall conduct the inspection within seventy-two (72) hours of the Rental Period.
- 2.15. A \$100 fee will be deducted from the security deposit for each lost key.

Rights and Responsibilities of the Society

- 3.1. During the Rental Period, as per Clause 1, the Society 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.
- 3.2. The Society shall, at any time during the rental term, be granted unimpeded access to the Facility by the Renter to ensure compliance of the rental contract; during such time, the Society may utilize electronic devices to record and document the inspection.
- 3.3. The Society will retain control of the Facility and the Society will not unreasonably interfere with the Renter's use and enjoyment of the Facility.
- 3.4. The Society may cancel this rental contract by notifying the Renter by phone and/or email if the liquor license (if alcohol will be served) and insurance policy are not provided a minimum of seven (7) days prior first day of the Rental Period. The Renter may be subject to penalties, such as the loss of the Renter's Security Deposit.
- 3.5. In the event the Renter undertakes or permits any activity at the Facility that may be constituted as a nuisance, cause property damage, or cause personal injury, or in the event the Renter is in default of any of the terms and conditions herein, the Society may terminate this contract immediately and demand the Renter and all guests and all others who may be in attendance to vacate the Facility immediately. Any such undertakings will result in the loss of the Renter's security deposit.

Fee Payment Schedule

The Renter shall pay the Society or Society's representative as per the following schedule:

- 4.1 A security deposit: \$

4.1.1 A security deposit shall be provided as required under Schedule 5.3.A. and is payable upon signing of the contract.

4.2 The rental amount: \$

4.2.1 The full rental amount is due 30 days prior to the first day of the Rental Period and is payable by cheque, e-transfer, or cash. A \$65 fee will be levied against any NSF cheques.

Liability and Indemnity

5.1. The Society and Parkland County shall not be liable for liability or damage claims for injury to persons or property from any cause relating to the use of the Facility by the Renter, all guests, and all others who may be in attendance during the term of the Rental Period or any extension of said period.

5.2. The Renter shall indemnify and hold harmless the Society and Parkland County from any and all liability, loss, and other damage claims or obligations resulting from any injuries or losses.

Insurance

6.1. The Renter shall obtain commercial general liability insurance coverage to protect against liability for damage claims through public use of or arising out of accidents occurring at the Facility. The insurance policy shall provide a minimum coverage amount of \$5,000,000. The insurance policy shall include The Carvel Ukrainian Cultural Society and Parkland County as additional insureds to provide coverage on any claims or losses.

6.2. If alcohol is served at any time during the Rental Period, the Renter shall adhere to all provincial rules and regulations and shall obtain a **Liquor License** and **Host Liquor Liability Insurance** in addition to the coverage noted above in 6.1.

Cancellations

7.1. Function cancellations shall be made in writing to the Society or Society's representative. If the Renter cancels the rental contract more than ninety (90) days prior to the first day of the Rental Period, the Renter will receive a full refund of the fees paid. Cancellations made 90 days or less prior to the first day of the Rental Period will result in the loss of the Renter's security deposit.

General Provisions

8.1. The terms and conditions set forth herein constitute all the terms and conditions of this contract, 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.

By signing below, the Renter acknowledges having read and agrees to the contents of this contract.

Renter:

Print Name: _____ **Signature:** _____

Telephone: _____ **Alternate Telephone:** _____

Email: _____ **Alternate Email:** _____

Driver's Licence #: _____

Date: _____

THE CARVEL UKRAINIAN CULTURAL SOCIETY, by its authorized representative:

Print Name: _____ **Signature:** _____

Date: _____

WITNESS (if available):

Print Name: _____ **Signature:** _____

Date: _____

APPENDIX

Use of Portable Fire Pits

The use of portable fire pits (herein after referred to as fire pits) on the hall property (excluding when a fire ban is in effect) is permitted if, and only if, the renter adheres to the following criteria:

1. Fire pits are made from non-combustible materials like steel, concrete, or clay;
2. Fire pits are operated as directed by the manufacturer;
3. The height of the fire pit does not exceed 600 millimetres (24 inches) when measured from the surrounding grade to the top of the fire pit opening;
4. The opening of the fire pit does not exceed 915 millimetres (36 inches) in width, length, or diameter when measured between the widest points or outer edges;
5. Only clean fuel is used, such as natural gas, propane, dry wood (no treated wood), or charcoal;
6. The fire is contained, kept under control, and supervised at all times by a responsible adult person until such time that the fire has been completely extinguished;
7. The flame height does not exceed 45 centimetres (18 inches) above the fire pit;
8. A minimum of five (5) meters (16.5 feet) clearance is maintained from any building and property line when measured from the nearest fire pit edge;
9. A minimum of two (2) metres clearance is maintained from any vehicle;
10. A maximum of five (5) fire pits can be used on the hall property at any time;
11. Water¹ shall be kept within easy access to the fire pit area(s); and,
12. Take immediate action to carry out fire control² and report the fire if it escapes.

No additional insurance coverage is required by the renter if using portable fire pits.

¹ Pails (supplied by the Carvel Ukrainian Cultural Society).