

St. Albert Curling Club

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Terms and Conditions for Rental of Facility

Terms and Conditions

Definitions

1. In this document and in the Agreement for Rental of Facility
 - i. "Designated area" means any area of the facility that is rented,
 - ii. "Event" means any activity or function for which the facility is rented for a specified period of time, including the time the facility is needed for the setting up or the cleaning up of the activity or function,
 - iii. "Facility" means the premises of the St. Albert Curling Club, and includes any part of or all of the grounds, the building, improvements, equipment, furnishings, articles and any other real or personal property that is owned by, leased by or under the control of the St. Albert Curling Club,
 - iv. "SACC" means the St. Albert Curling Club,
 - v. "Lessee" means the person, persons, group, business, club or organization that rents the use of any designated area of the facility,
 - vi. "Rental Agreement" means the duly signed agreement for the rental of the facility or any designated area(s) of the facility,
 - vii. "User" means the lessee and any guests or invitees of the lessee, or other persons who use or access the facility at any time in conjunction with an event pursuant to a rental agreement.

General

2. The lessee shall appoint a representative who shall be responsible for booking the facility or a designated area of the facility, organizing set-up and clean-up times, informing SACC personnel of special and/or specific needs, and for the payment of the damage deposit, the rental payment and any replacement or repair costs to the facility.
3. A user may, for the purposes of a rental agreement, use only the rented designated area of the facility unless otherwise noted in the rental agreement.
4. The facility is a non-smoking facility pursuant to the applicable City of St. Albert bylaw.

5. The lessee agrees to take the facility and/or any designated area for the event in the condition as found. The lessee's representative and an official of SACC shall conduct an inspection of any area of the facility that will be rented, used or accessed for the event. An inspection shall occur prior to the event and immediately thereafter.
6. The lessee is responsible for putting up and taking down any wall hangings or decorations and/or ceiling hangings or decorations; however, any such hangings or decorations are only to be attached, fastened or affixed using items or materials that are approved by an authorized official of SACC.
7. Unless special arrangements are made with SACC, the lessee is responsible for the arranging and for the paying of a caterer, portable toilets, curtains, furnishings (e.g., tables, chairs, etc.) and any other services or accessory items that the lessee needs to conduct the event and which is not provided by the facility or through the rental agreement.
8. Electrical connections to the facility's supply may only be made using the receptacles provided. No unauthorized connections, interference or overloading with the facility's supply will be permitted.
9. Confetti or any similar materials are not allowed in the facility. Open flame candles are not allowed. Candles used must be in an enclosed container (i.e., a bowl or a lamp).
10. Unless special arrangements are made with SACC, the lessee is responsible for setting up tables and chairs, and for supplying and putting out table cloths, napkins, plates, glasses and cutlery.
11. All decorations, equipment, food, beverages and any other item belonging to or held by a user of the facility shall be removed from the facility immediately following an event unless special arrangements are noted in the rental agreement.
12. Should it be deemed by an official of SACC that the clean-up needed for an event is beyond typical, an excess clean-up charge, at the rate of \$30.00 per hour, shall be invoiced to the lessee via the lessee's representative.

Licenses, Permits

13. A corkage fee of \$2.50 per person plus \$15.00 per hour (minimum \$75.00) will be levied for an event in the Friendly Giant lounge when alcohol beverages are served. The fee will include bartender, mixes, glasses and ice.

14. Consumption of alcohol beverages shall not be permitted in designated areas other than the Friendly Giant lounge unless a proper liquor license in the lessee's name is obtained and host liquor liability insurance is obtained. Lessees that do not purchase host liquor liability insurance shall be denied the opportunity to serve alcohol at their event.
15. No homemade liquor, beer or wine may be stored or consumed in the facility. Alcohol beverages must not be served to minors. Unless otherwise authorized by an official of SACC, alcohol is to be delivered on the day of the event and taken out when the event is finished, and no alcohol is to be left in the facility overnight.
16. The lessee agrees that if, at any time in conjunction with the event, there is a violation of the permits, the capacity limits, the fire and health regulations, or any condition set out in this document or the rental agreement, an official of SACC may terminate the event immediately. Appropriate authorities will be notified, if required. Abuse of the facility will not be tolerated.

Insurances, Lessee responsibilities

17. The lessee acknowledges that they are insured, that they will be responsible for all insurances and all claims, and that they hereby agree to indemnify SACC against any claims made against SACC for any negligence that occurs on behalf of the lessee or any user in conjunction with an event.
18. The lessee is responsible for the conduct of every user of the facility and accepts responsibility for any wrong doing or unlawful activity that occurs in conjunction with an event.
19. The lessee agrees to assume all risk of loss or of personal injury to any user of the facility or that may occur in conjunction with an event.
20. The lessee agrees to indemnify SACC for any loss or damage to any part of the facility that is rented or is used in conjunction with an event, or that a user has access to with or without permission.

Payments, cancellations

21. Payment and damage deposit for rental of the facility shall be paid in full to SACC a minimum of thirty (30) in advance of the rental of the facility.

22. Unless otherwise noted in the rental agreement, an administrative fee may be retained by SACC in the case of a rental cancellation. If a rental cancellation occurs within twenty (20) days of the beginning of the event and the facility cannot be re-booked for the same date or dates of the event, the administrative fee shall be either \$100.00 or 25% of the total rental payment, whichever is greater. Other rental cancellations may be subject to an administrative fee of 15% of the rental payment. The remainder of the rental payment and damage deposit shall be refunded to the lessee.
23. The facility must be left in the same condition that it was found. Should it be determined that any part of the facility has been damaged or is missing, the rental damage deposit shall be retained in part or in whole, and any replacement or repair costs in excess of the damage deposit shall be invoiced to the lessee via the lessee's representative.
24. The damage deposit shall be mailed to the lessee's representative within fourteen (14) days of the conclusion of the event provided that it is has been deemed that no part of the facility has been damaged or is missing.

Authorization

25. A rental agreement is only in affect if duly signed by a fully qualified signing authority for the lessee and an authorized official of SACC.