

RCA Facility Rental Terms & Conditions (Schedule “A”)

Contents

RCA Facility Rental Terms & Conditions (Schedule “A”)	1
1. Application	2
2. Rental Agreement	2
3. Rental Fees	2
4. Security Deposit	2
5. Condition of Venue	3
6. Insurance	3
7. Indemnity	3
8. Key Collection and Return	4
9. Setting Up/Cleaning Up	4
10. Noise Levels/Amplification	4
11. Access to the Venue and Exiting the Venue	4
12. Cleaning	4
13. Cancellation by Renter	5
14. Cancellation by RCA	5
15. Renter’s use of Venue	5
16. No transfer of booking or assignment of Rental Agreement	5
17. Responsibility and supervision	5
18. Party Safe	6
19. Security	6
20. Food and Beverages	6
20.1 Alcohol	6
20.2 Food	7
20.3 Kitchen Use	7
21. Events & Programs in Community Facilities	7
22. Gambling	8
23. Smoking (Tobacco or Cannabis) & Vaping	8
24. Smoke machines, candles, flames and pyrotechnics	8
25. Safety	8
26. Damage to building, equipment or any item at the Venue	8
27. Theft / Loss / Damage	9
28. Indemnity for infringement of copyright and other intellectual property rights	9
29. Severance	9
30. No Restriction of RCA’s Powers	9

RCA Facility Rental Terms & Conditions (Schedule “A”)

1. Application

An application to rent the Riverbend Community Centre (“Venue”) is made to RCA using the online application process on the RCA website or other method acceptable to RCA. When an Application is made by a person on behalf of an organization, club or group of people, the person making the Application warrants that he or she is authorized by the organization, club or group of people to submit and sign the Application on its or their behalf and to bind it or them to comply with these Terms & Conditions on its or their behalf.

These Terms & Conditions use the term “Renter” to refer to:

- 1.1 if an Application is submitted by a person on his or her own behalf, that person; or
- 1.2 if an Application is submitted on behalf of an organization, club or group of people, the person submitting the Application and that organization, club or group of people.

If the Renter comprises two or more persons or entities, the Rental Agreement will bind each of them severally and jointly.

2. Rental Agreement

- 2.1 The submission of an Application is an offer by the Renter to rent the Venue and to enter into a Rental Agreement on the terms set out in these Terms & Conditions. The RCA reserves the right to refuse an Application for any reason. In response to an Application by the Renter, the RCA may send a written acceptance of the Renter’s offer (“Confirmation Email”) to the Renter to enter into an agreement with the Renter. Subject to clause 2.2, a “Rental Agreement” will come into existence between the RCA and the Renter on the date of the confirmation email. The Rental Agreement will be evidenced by the Confirmation email, these Terms & Conditions, and the Application. In the event of any inconsistency between the documents, they shall take precedence in the order stated in the previous sentence.
- 2.2 In the event that the RCA is only prepared to accept an Application subject to conditions, the RCA will specify such conditions to the Renter via email. In such circumstances, a Rental Agreement will be deemed to come into existence on the RCA’s receipt of payment of the Rent Fees by the Renter.

3. Rental Fees

The “Rental Fees” will be set out in the Rental Agreement. Rental Fees must be paid in full 2 weeks prior to the rental when booked a minimum of 30 days in advance. Rental fees are due immediately if you book and your function occurs within 30 days or by any other date stipulated in the Confirmation Email. Failure to pay the Rental Fees by the due date may result in the termination of the Rental Agreement. A \$45 fee will be charged for any NSF payments.

4. Security Deposit

A "Security Deposit" of the amount nominated in the Confirmation Email must be paid in full within 5 days of signing the rental agreement or by any other date stated in the Confirmation Email. Failure to pay the Security Deposit by the due date may result in the termination of the Rental Agreement.

The Security Deposit will be held as security for any damage to the Venue (including the surrounds of the Venue and any equipment or items at the Venue), for any cleaning arranged by the RCA if the Venue is left in an unclean condition or for any other breach of the Rental Agreement. The cost to the RCA of any damage, cleaning, repair or replacement, or incurred by the RCA as a consequence of any breach of the Rental Agreement by the Renter, will be deducted from the Security Deposit. Unless the RCA has had recourse, or proposes to have recourse, to the Security Deposit, the Security Deposit will be returned within 21 business days after the rental.

Where any provision of these Terms & Conditions permits the RCA to retain all or part of the Security Deposit in particular circumstances, but the cost of rectifying the circumstances for which the Security Deposit may be retained, including, without limitation, making repairs, replacing items, performing cleaning, or paying a false fire alarm fine, exceeds the amount of the Security Deposit, the difference will be a debt immediately due and payable by the Renter to the RCA on issue of a tax invoice by the RCA to the Renter.

5. Condition of Venue

The Renter acknowledges and agrees that, unless the Renter demonstrates otherwise to the satisfaction of the RCA, the Venue, and all fixtures, fittings, equipment or items at the Venue, are deemed to be in a good and clean condition and working order at the start of the Rental.

6. Insurance

Community Association insurance does not extend coverage to third party renters. Commercial renters and community groups are required to have their own insurance. Private functions should assess their personal liability for high risk activities including, but not limited to, food and alcohol service, bouncy castles, and number of attendees.

Commercial renters and registered entities must have public liability insurance with a minimum of \$10 million cover for any one event. A Renter which holds its public liability insurance which will provide cover with respect to any personal injury, death or property damage must provide the RCA with a certificate of insurance for the policy, and a copy of the policy. The policy must be valid for the date(s) of rent and provide cover to the satisfaction of the RCA.

The RCA may terminate any rental of a Venue if –

6.1 where the Renter is required to have its own public liability insurance, and evidence is not provided to the RCA at least 7 days prior to the date of the rental.

7. Indemnity

The Renter agrees to indemnify, keep indemnified and hold harmless the RCA, its volunteers, its Board, its servants and agents, and each of them, from and against all claims, actions, costs

(including legal costs, on a full indemnity basis), charges, losses, expenses and damages suffered by the RCA directly or indirectly as a result of or in relation or in connection with the Renter's rental of the Venue or use of the Venue.

8. Key Collection and Return

If the Venue is equipped with a key safe, during the week prior to the Rental, the RCA will give the Renter a four-digit code to the key safe. The Renter must not provide the code to any person who is not a party to the Rental Agreement. The Renter must return the keys to the key safe at the Venue at the end of the Rental.

If the Venue is not equipped with a key safe, the Renter must collect the keys directly from the office during office hours. The Renter must return the keys to the mail slot on the office door, inside the venue at the conclusion of their rental.

The RCA may retain all or part of the Security Deposit:

- 8.1 to replace any key or pass which is damaged; or
- 8.2 if any key or pass is not returned, to, at the discretion of the RCA, replace the key/pass or replace the lock(s) relevant to the key/pass.

9. Setting Up/Cleaning Up

The Renter is responsible for setting up and clearing away all equipment and furniture to its original location. The set-up and clean-up time must be included in the Rental period on the Application. All equipment, goods and other items brought into the Venue by the Renter must be removed from the Venue at the end of the Rental.

10. Noise Levels/Amplification

All music (live or amplified) must cease by 11.30pm. Noise levels from any music, amplification and/or public address systems must not exceed 65dBA. Noise emitted from the Venue must not be louder than that of a normal conversation when heard at any nearby residences. The Renter must ensure that his/her/its use of the Venue does not cause any disturbance to the peace and quiet of the neighbourhood.

11. Access to the Venue and Exiting the Venue

The Renter must not access or use any part of the Venue prior to or beyond the Rental period. The booking time stated in the Application must include the time at which the first person will arrive at the Venue to set up and the time that the last person will leave the Venue. Any unauthorized access is prohibited. The Renter must ensure that:

- 11.1 all persons attending the Venue must leave in a quiet and orderly manner at the end of the Rental;
- 11.2 all persons have left the Venue and the immediate surrounds of the Venue by the time stated in the Confirmation Email or, if not stated, by 1:00am; and
- 11.3 upon exiting the Venue, the Venue is locked.

If the Venue is accessed outside of the Rental period, or if the Venue or the surrounding area is not vacated by the end time of the Rental, this will be a breach of the Rental Agreement and the RCA will retain the Security Deposit.

12. Cleaning

The Venue must be kept in good order and must be thoroughly cleaned by the end time stated in the Rental Agreement. The Renter must leave the Venue in a clean and tidy state and must place all waste material (garbage, recycling and compostables) in the appropriate bin or receptacle. Any cost incurred by the RCA in cleaning the Venue or removing waste material will be deducted from the Security Deposit. The Renter must complete the cleaning checklist and drop it in the mail slot on the office door inside the venue, at the conclusion of their event.

13. Cancellation by Renter

Where cancellation is received less than 60 days prior to the rental date, the renter forfeits the full amount of the deposit.

Where cancellation is received prior to 60 days, the security deposit will be refunded less 20% administration fee.

All cancellations or requests to change the bookings must be made in writing, by email, to info@riverbendcommunity.ca.

14. Cancellation by RCA

The RCA may cancel the booking and terminate the Rental Agreement if the Renter breaches the Rental Agreement. The RCA reserves the right to cancel any booking if the Venue is required for use by the RCA or if the Venue is required for an election or referendum by any level of Government. Where possible, the RCA will endeavour to relocate the rental to another suitable room within the facility, and, if this is not possible, the RCA will refund the Rental Fees, Security Bond and any other charges to the Renter. The RCA shall not be liable to pay any other compensation to the Renter.

15. Renter's use of Venue

The RCA grants the Renter a non-exclusive licence to use the Venue, or such part of the Venue as specified in the Application, for the Rental period, for the purposes detailed in the Application, on the terms set out in the Rental Agreement (unless the Confirmation Email specifies different Rental details, in which case, the Confirmation Email shall apply). If the RCA specifies different Rental details in the Confirmation Email, the Confirmation Email will constitute an acceptance of the Application subject to conditions for the purposes of clause 2.2. The Venue must not be used for any purpose other than the use or purpose stated in the Confirmation Email. The RCA has absolute discretion to prohibit access by the Renter to any part of the Venue, including, for example, storerooms, kitchens and any portions of the Venue which are being used by a third party. RCA staff and contractors shall have access to the Venue at all times. The Renter agrees that the RCA can rent the Venue, or part of the Venue, to another party on the same day, provided that the other rental will not, in the RCA's reasonable opinion, interfere with the Renter's use of the Venue.

16. No transfer of booking or assignment of Rental Agreement

A Renter cannot assign the right to use the Venue to any other person, without the RCA's prior written consent, which may be given subject to such conditions as the RCA considers appropriate or may be withheld at the RCA's absolute discretion.

17. Responsibility and supervision

The Renter must remain at the Venue at all times during the Rental period and must ensure that all children under the age of 18 are supervised by parents or guardians at all times. It is unacceptable to leave children alone in a room or to allow them to run in the halls or play on or near the stairs. Any renter who has left children unattended and/or any damage that has occurred by unattended children will be subject to forfeiting their security deposit.

18. Party Safe

A rental of the Venue is deemed to be a "High Risk Function", if nominated as such by the RCA at the time of the application for rent or in the Confirmation Email. If the RCA nominates that the rental of the Venue is a "High Risk Function" in the Confirmation Email, such nomination will constitute an acceptance of the Application subject to conditions for the purposes of clause 2.2. If a Rental of the Venue is deemed to be a "High Risk Function", the Renter must pay double (200%) the security deposit. The RCA will notify the Calgary Police Service of the High-Risk Function and will provide details of the rental, including the Renter's contact details.

19. Security

Renters are encouraged to engage accredited security personnel for functions. The RCA may require the Renter to provide, at the Renter's cost, accredited security personnel for functions identified as High-Risk Functions by the RCA, as a condition of rental. Any such requirement will be notified by the RCA at the time of the application for rental or specified in the Confirmation Email. If the requirement for security personnel is nominated in the Confirmation Email, such nomination will constitute an acceptance of the Application subject to conditions for the purposes of clause 2.2.

20. Food and Beverages

20.1 Alcohol

Alcohol is prohibited at the Venue, unless the RCA provides prior written consent. The RCA may withhold consent for any reason and any consent given can be on any terms the RCA, in its absolute discretion, considers appropriate. No consent will be given unless the Renter demonstrates to the RCA that a Liquor License has been obtained by the Renter and that any and all requirements of the Liquor License have been met. The Renter must provide RCA with a copy of the Liquor License 2 weeks prior to the event. If consent is given, the Renter will be required to hire a bartender that is Pro Serve certified. The Renter must provide RCA with a copy of the bartender's Pro Serve license 2 weeks prior to the event. The Renter may contact RCA to see if a RCA bartender is available for hire for their event. The RCA bartender fees will apply. For events operating with a cash bar, RCA bartenders are allowed to collect gratuities throughout the event. For events providing free alcohol or operating with a drink ticket system, a corkage gratuity will apply at \$1 per person. This is paid directly to the bartender on the Renters

behalf. Where the RCA bartender is used, the Renter is responsible to purchase all alcohol and provide receipts to the bartender to be kept on hand in the event the AGLC does a check during the event. Where the RCA bartender is used, the Renter accepts they will pay the per person corkage fee for the mix and supplies to accompany the liquor. The Renter will not bring their own mix and expect the RCA bartender to use it.

General conditions for rentals serving liquor:

- Any alcohol served or permitted at the Venue must only be consumed within the confines of the building, it is unacceptable to consume alcohol on the grass or patio areas;
- The Liquor license must be posted in a prominent location at the event;
- AGLC inspectors and police must be admitted to any premises covered by a license;
- The renter is responsible to keep all liquor purchase receipts to show to AGLC upon request;
- The renter is responsible for the conduct of guests;
- The renter is responsible to ensure over-service does not occur;
- The renter is responsible to ensure no minors are sold or provided liquor;
- The renter must ensure responsible supervision is provided;
- The AGLC recommends a supervision ratio of one person to supervise for every 50 people, plus one at every door (this is a recommendation to establish minimum supervision requirements, prior to circumstances where the association may determine professional security is required);
- “Bring Your Own Booze”, or “BYOB” events are not allowed; homemade wine, beer, or cider must not be served, consumed, or allowed on premises; and
- Activities contrary to any municipal bylaw, or any act or regulation of Alberta or Canada are prohibited.

20.2 Food

No food or refreshment of any kind shall be sold at the Venue without the prior written consent of the RCA. The RCA may withhold its consent, for any reason, and any consent given can be on any terms the RCA considers appropriate, at its absolute discretion. No consent will be given unless the Renter demonstrates that it has obtained any necessary permits for the preparation and sale of food. The Renter must ensure that, where any catering is provided by a person or company that person or company has a food handling permit issued by Alberta Health Services.

20.3 Kitchen Use

There are 2 kitchens available for use. There is a mandatory kitchen fee applicable to all Bow River room rentals. There is a kitchen fee if you want access to a kitchen for your rental of any other rooms (subject to availability).

The kitchen adjacent to the Bow River room is only available for warming items. It is not a cooking kitchen. Items such as boiling water for hot dogs, pasta or coffee is acceptable. The ovens may be used for warming items only.

The kitchen downstairs across from the Carburn Park room is only available for counter space and microwave use. No cooking, warming or oven use of any kind.

The Renter agrees they will be responsible for payment of the cost of attendance at the RCA facility by Emergency Services due to kitchen/oven use.

21. Events & Programs in Community Facilities

The RCA may nominate either at the time of the application for rental or in the Confirmation Email that a booking is an “Event” or “Program” where the function/event/program is or will be advertised to the public and/or the Renter is selling entry tickets to the public or registering members of the public. If the RCA nominates that the booking is an “Event” or “Program” in the Confirmation Email, such nomination will constitute an acceptance of the Application subject to conditions for the purposes of clause 2.2. If the Renter’s booking is classed as an “Event” or “Program”, the Renter will be referred to the RCA Board for approval. A minimum of 6 weeks (prior to the Rental) is needed to complete the Events or Programs Information & Approval process. The RCA may require, as a condition of Rental, the Renter to obtain additional insurance if the size, type or risk of the event/program, in the opinion of the RCA, requires additional insurance cover. The Renter must obtain the additional insurance cover at its cost.

22. Gambling

Except as set out in this condition, the Renter must ensure that no games of chance, in which money is directly or indirectly passed as a prize, are conducted at the Venue. The Renter may, with the consent of the RCA, use the Venue for games of bingo, raffles or similar activities, provided that the Renter has obtained any necessary permits.

23. Smoking (Tobacco or Cannabis) & Vaping

Smoking & Vaping is not permitted inside or at area of the Venue. Nor is it permitted within 5 metres of any doorway, window or air intake. The Renter must ensure that, where the Venue will be attended predominantly by underage people, no smoking or vaping by any person is permitted at the Venue, including the immediate vicinity of the Venue.

Cannabis is not permitted in or on the building premises. Nor is it permitted in the RCA parking lot.

The City of Calgary smoking bylaws must be adhered to at all times.

24. Smoke machines, candles, flames and pyrotechnics

The Renter must ensure that no smoke machines, lit candles, naked flames of any kind, or any form of pyrotechnics, are used at the Venue or on the surrounding land. The Renter is liable for:

24.1 the cost of any attendance by any emergency services at the Venue in relation to any incident or alarm arising out of or connected to the use of an item prohibited by this condition; and

24.2 any damage to any part of the Venue or surrounding property that is caused directly or indirectly by the use of any item prohibited by this condition.

Please note the cost of attendance at our facility by Emergency Services is currently \$1000. This amount may change subject to the frequency of attendance at our facility.

The renter will be liable for the cost of attendance at the time of the incident, which may be higher or lower than \$1000.

25. Safety

The Renter must ensure that:

25.1 the capacity of the Venue (as notified in the Hall information sheet) is not exceeded at any time; and

25.2 at all times, exits, doors, corridors and gateways are kept clear so that they can be immediately used in the event of an emergency.

26. Damage to building, equipment or any item at the Venue

The Renter must ensure that the floors, walls or any parts of the Venue are not broken or pierced in any way by any nail, screw or any other means. No audio, electrical or TV installation, decorations, posters, advertisements, flags, shields, emblems or any other thing shall be attached, erected, fixed, hung or displayed in or on the Venue, unless approval is given in the Confirmation Email. The Renter is responsible for any damage to the building or any internal part of it caused by any such items.

It is acceptable to use painters' tape or 3M removable adhesive to secure decorations to the walls. The renter must be cautious when removing such items as the Renter will be responsible for any damage caused by removing such items.

The Renter is responsible for any damage to the Venue, including the area surrounding the Venue, fences, fittings, furniture, curtains, equipment, and other property at the Venue, that occurs during the rent period or as a result of, or in connection with, the Renter's rental of the Venue.

27. Theft / Loss / Damage

The Renter releases, to the fullest extent possible at law, the RCA from any liability for any loss of, damage to or theft of any property or equipment owned by the Renter or any third party at the Venue.

28. Indemnity for infringement of copyright and other intellectual property rights

The Renter agrees to indemnify, keep indemnified and hold harmless, the RCA against any action, claim, loss, damage, costs (including legal costs, on a full indemnity basis) or any other liability howsoever arising in relation to a breach of any copyright, performance right or any other industrial or intellectual or other protected right, by the Renter, its invitees or any members of the public in any way in connection with:

28.1 the Renter's Rental of or use of the Venue;

28.2 any reproduction, recording, performance or adaptation of any musical, literary, or dramatic work in connection with the Renter's Rental or use of the Venue (whether before, during or after) the Rental; or

28.3 any replication or publication of any work or material in any way connected to the Renter's Rental or use of the Venue or any event or performance held during the Rental.

29. Severance

If a provision, or part of a provision, in these Terms & Conditions is held to be illegal, invalid, void, voidable or unenforceable, that provision, or part of a provision, must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable. If it is not possible to read down a provision, or part of a provision, as required in this clause, that provision, or part of a provision, is severable without affecting the validity or enforceability of the remainder of these Terms & Conditions.

30. No Restriction of RCA's Powers

The Rental Agreement does not fetter or restrict the powers or discretions of the RCA in relation to any powers or obligations it has under any Act, regulation or local law that may apply to the Venue, the Rental, the Renter or the RCA's municipal district.