

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

Of _____

(hereinafter referred to as the "Renter")

1. TERM OF RENTAL: The Renter desires to rent from the Owner of the Nightingale Community Association Facility (the "Facility") from _____, 20_____ to _____, 20_____. (the "Rental Period") and the Owner is in agreement with the Renter using the Facility for the purpose of _____ (the "Function")
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.
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.
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. 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".
8. 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.

NIGHTINGALE COMMUNITY ASSOCIATION FACILITY RENTAL AGREEMENT

9. The Renter agrees to 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.
10. In the event the Renter undertakes or permits any activity within the Facility or the Facility Grounds, 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.
11. 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.
12. Payment of Rent: The Rental Amount is due on the date of the Function and should be provided to the Hall Booking Manager upon request.
13. Rent, as agreed upon between Owner and Renter, is as follows:

TYPE OF FUNCTION BUSINESS MEETINGS	RATE FOR FUNCTION	OWING
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	
TOTAL		\$
Minus deposit received		\$
AMOUNT DUE AT DATE OF FUNCTION		\$

14. 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.

15. 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, ad 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