

BERGEN HALL RENTAL AGREEMENT

This agreement made this ____ day of _____, 20____.

Between:

BERGEN COMMUNITY ASSOCIATION
of Site 19, Comp 3, R.R. 2, Sundre, AB T0M 1X0
(hereinafter referred to as the "Association")
and

Of _____
(hereinafter referred to as the "Renter", Renter includes renter's
agents, employees, servants and invitees.)

- 1. Term of Rental: The renter desires to rent from the Association the Bergen Hall and adjoining parking lot and play ground area (the "Hall") from ____: ____ hrs. _____, 20____ to ____: ____ hrs. _____, 20____, (the rental period) and the Association is in agreement with the Renter using the Hall for the purpose of : (Give details of all activities)

(the "function").

- 2. Rights and Responsibilities of Renter: The Renter agrees to use the Hall only for the function as indicated above, during the agreed upon Rental Period, and for no other purpose whatsoever, subject to the terms and conditions set forth in Schedule B.
- 3. The renter will, at all times, indemnify and save harmless the Association, and its directors, officers and agents, from and against all actions, claims, demands, suits, 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 Association, and its directors, officers and agents, by reason of, or arising out of, or in any way related to the Hall 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 Association.
- 4. This agreement may not be assigned, in whole or in part, by the Renter without the express written authorization of the Association.

5. The Renter will not permit any damage to occur to the Hall and will leave the premises in the same condition or substantially the same condition as when the Renter entered the Hall for the Function. Failure to comply will result in part or all of the damage deposit being withheld. The renter will be responsible to pay for any damages sustained to the premises which cost over and above the \$500.00 deposit.
6. 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 the entire rental period and forwarded to the Association not less than seven (7) days prior to the Function. The Renter agrees that the insurance policy referred to herein will name the Bergen Community Association and Mountain View 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.
All policies will contain an undertaking by the insurers to notify the Association, in writing, of any material 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. Failure to comply with the above will result in cancellation of this rental agreement.
7. It is agreed by the Renter that it shall sign and provide to the Association at the time of execution of this Agreement, an Acknowledgement and Waiver, in the form attached hereto as Schedule "A".
8. Rights and Responsibilities of the Association: During the Function, the Association will permit the Renter to use the Hall for permitted activities and for no other purpose whatsoever, subject to the terms and conditions set forth herein.
9. The Association will retain control of the Hall and the Association will not unreasonably interfere with the Renter's use and enjoyment of the Hall. The Hall will be available to the Renter's agents, servants, employees and invitees in accordance with the policies of the Association relating to such use.
10. In the event the Renter undertakes or permits any activity within the Hall or the adjoining parking lot and playground areas, 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, or if the renter harasses representatives of the Association, then the Association may terminate this Agreement forthwith immediately, and expel the renter from the premises. Verbal or physical abuse will result in forfeiture of the entire amount of the damage

deposit. Any complaints the renter may have should be made in writing, signed and dated by the renter, and submitted to the Association as soon as possible.

11. The Association, 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 and Damage/Security Deposit: The booking is not complete until the Damage/Security Deposit is paid. The full rent and estimated additional charges are due when the key is issued.
13. Rent, as agreed upon between the Association and Renter, is as follows:
See Schedule D. In addition if the renter requires additional days for setting up or for removing decorations or cleaning up then the renter agrees to pay for these additional days at the full rate as listed in Schedule D.
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 enure to the benefit of and be binding upon the parties hereto, their respective heirs, successors and permitted assigns.

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

BERGEN COMMUNITY ASSOCIATION, by its
authorized representative

Per: _____

Witness

RENTER

Witness

RENTER

SCHEDULE "A"

Liquor 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 licences 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 and parking lot of the Association, without first obtaining appropriate permits and insurance.

In the event that the Association 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 adjoining parking lot and playground areas, 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 Bergen Community Association and Mountain View County** under such policy. The Renter agrees to provide to the Association, 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 Bergen Community Association, its directors, officers, volunteers and agents and Mountain View 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.

This Waiver/Acknowledgment shall survive the termination and/or expiration of the Rental Agreement between the Bergen Community Association and the Renter.

Dated this _____ day of _____, 20____, at Bergen, Alberta.

BERGEN COMMUNITY ASSOCIATION by its
authorized representative

Per: _____

RENTER

RENTER

ACKNOWLEDGEMENT

The Renter acknowledges, by its initials, that alcohol will be present at the function _____

The Renter acknowledges, by its initials, that alcohol will NOT be present at
the Function. _____

SCHEDULE "B" – TERMS AND CONDITIONS

The renter is subject to the terms and conditions set forth below:

- a. The renter is responsible for disposal of their own garbage. If the renter elects to leave their garbage at the Hall, then the renter shall pay a fee as shown on Schedule D. The renter is not allowed access to the dumpster. Garbage is to be left, bagged, near the kitchen door. Only garbage generated at the Hall during the rental period may be left at the Hall.
- b. Fires may only be lit in the fire ring or pit provided by the Association. In the event the fire ring or pit is used, the renter must supply their own fire wood. Cutting of trees, bushes or brush on the hall grounds is not allowed. It is the responsibility of the renter to make themselves aware of, and abide by all fire regulations and fire bans as issued by the Mountain View County or any other applicable authority or agency.
- c. According to fire regulations the maximum capacity of the Hall is set at 150 persons. The renter agrees to abide by this maximum limit.
- d. Decorating of the Hall must be approved in advance by the Association and may be subject to inspection by applicable authorities. For example, exit signs, emergency lighting and entrance and exits shall not be covered or blocked by decorations.
- e. All appliances, sound system and dishwasher must be left as found and in a clean condition. Chairs and tables must be put away as indicated by signs on the walls. **The renter must sweep the floors before leaving the building.**
- f. Removal of chairs, tables, benches or any other equipment belonging to the Association from the Association's property is not allowed.
- g. Any equipment used by the Renter or by any third party contracted by the Renter must be removed by the end of the rental period.

- h. The renter acknowledges that from 8 AM to 2 PM every Saturday from mid June to mid September each year a Farmer's Market is held in the North half of the Hall's parking area; and that this area is excluded from this rental agreement during these hours, and further acknowledges that there will be vehicular traffic, sales tables with canopies and people attending the Farmer's Market, and that these people may make use of the Hall's washrooms during this time.
- I No amplification of any sound system is allowed outside of the Hall building.

SCHEDULE "C" – RENTAL INSPECTION FORM

PRE-RENTAL / POST RENTAL INSPECTION FORM

Pre-Rental

The Renter acknowledges all appliances including two fridges, two stoves, microwave oven, furnace, and commercial dishwasher are working properly.

Post-rental

(Note any damage or breakdowns to above appliances and the Hall)

SCHEDULE "D" FEES

BERGEN HALL PRICES

Rent of complete facilities (first day)	300.00
Rent of complete facilities (additional days)	200.00
Damage and cleaning deposit	500.00
Rent for a meeting (Up to 4 hours)	75.00
Camping – RV units (per spot per day)	10.00
With plug in	25.00
Kitchen fee for outside caterers	75.00
Garbage - Two bags free, then ... (Leave at rear door. Renters shall not access the dumpster)	5.00 per Bag or small box

February 15, 2023

** All prices subject to change once yearly, at the Association's Annual General Meeting held each February.