



## EVENT Rental Agreement

Between The Bowness Community Association (BCA)

7904 43<sup>rd</sup> Avenue NW

Calgary, AB T3B 4P9

& Renter's Name:

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Organization (if applicable):

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Address:

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City: \_\_\_\_\_ Province: \_\_\_\_\_

PC: \_\_\_\_\_

Email: \_\_\_\_\_

Phone: \_\_\_\_\_

**Renter Identification** (one piece of government issued photo ID is required matching the name on this contract, a photocopy will be taken. All personal information is stored according to PIPA standards):

ID Type: \_\_\_\_\_

Number: \_\_\_\_\_

### Event Info:

Date of event: \_\_\_\_\_

Number of attendees: \_\_\_\_\_

Time in: \_\_\_\_\_

Time out: \_\_\_\_\_

General description of event:

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**Room(s) rented:**

- Main hall – daily \$1500 for 12 hours or \$125/hour
- Half Main hall – daily \$900 for 12 hours or \$75/hour
- Kitchen (**separate contract required**) – daily \$300 for 12 hours or \$35/hour
- Studio Room (upstairs) – daily \$300 daily for 12 hours or \$40/hour
- North boardroom – \$ 30/hour
- South boardroom – \$30/hour
- Parking Lot
- Green Space

**Please note: On Saturday's the Main Hall and kitchen are only available for the daily rate.**

**Fees - For office use only**

Room Fees total: \_\_\_\_\_ Due date: \_\_\_\_\_

Damage deposit total: \_\_\_\_\_

*The deposit is equal to the room fee total plus the alcohol deposit (if applicable) and is due at the time of booking.*

**Please check if applicable:**

- Serving alcohol (renter must get the appropriate liquor license from AGLC and the name on it must match the name on this contract), **additional \$250 deposit required**
- Kitchen required

**Insurance Information** – The BCA does not extend coverage to third party renters (with the exception of valid BCA members for certain events). Proof of insurance is required 7 days prior to the event.

- Individual
- Company
- BCA Member (*only applicable to certain event types*) Member #: \_\_\_\_\_

Insurance company: \_\_\_\_\_ Policy number: \_\_\_\_\_  
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**Security Information (please circle which one applies):**

- Public event with alcohol – Professional security required at 1 per 50 attendees as per AGLC regulations
- Private event with alcohol (ie: wedding – Volunteer security or ‘sober contacts’ required at 1 per 100 attendees
- No security required (events with no alcohol)

*If applicable, liquor license, proof of security and insurance information are due 7 (seven) days prior to the event.*

**Hold Harmless Agreement**

The Renter agrees to hold the Bowness Community Association harmless from any and all claims, loss or damage to personal property, liabilities and costs, including attorney’s fees, as a result of the rental of the Bowness Community Centre and Arena or any events incidental to this Activity.

**Initial: \_\_\_\_\_**

**Privacy Policy**

By signing this agreement, the Renter allows the BCA to use their information to execute the conditions of this agreement. The BCA will not disclose personal information to third parties.

**Initial: \_\_\_\_\_**

I \_\_\_\_\_ the undersigned, have read and agree to be bound by this agreement and by the terms and conditions for the rental of the BCA facilities as outlined in the attached policies. If the applicant is acting on behalf of a group or organization, the undersigned applicant hereby warrants and represents that they have sufficient power, authority and capacity to bind the group with their signature.

**Signature: \_\_\_\_\_**

**Date: \_\_\_\_\_**

**On Behalf of the BCA:**

\_\_\_\_\_

## General Information

- The Bowness Community Association (“BCA”) reserves the right to approve use of areas based on the mandated use of the building. Access may be denied in the event that the use is deemed to be inappropriate for reasons such as the activity:
  - Conflicts with the community mandate;
  - Conflicts with an existing BCA program;
  - Is in competition with local businesses; or
  - Causes undue disturbance to other occupants in the building, or area residents
- The entire BCA building must remain accessible to the BCA staff at all times.
- The BCA is a multi-purpose facility, please be respectful to other user groups and the general public that use our space.
- The BCA reserves the right to cancel this agreement without notice upon breach of this contract.

## Payment

- Rental fees are due thirty (30) days prior to the event, and can be made by check, bank draft, cash, debit or credit card.
- All NSF and late payments will incur a \$100 fee.
- Rental requests on all statutory holidays and long weekends may incur a minimum \$300 charge.
- The booking will be confirmed only once a rental contract is completed and the damage deposit is received in full, meaning cheque(s) must be cleared.
- **Failure to make payment as stated herein will result in cancellation of the contract and room rental.**

## Damage Deposit

- The damage deposit may be paid by e-transfer, cheque, cash, bank draft or credit card and will be processed prior to the event. It is required to reserve the rental.
- The amount of the deposit will be equal to the total amount of the room rental, plus the alcohol deposit if applicable. There is no GST on the damage deposit.
- The room will be inspected before and after the event. As long as no damage has occurred and no excess janitorial services are required, the deposit will be refunded in full. If payment was made by e-transfer, cheque, cash or debit, a return cheque will be mailed to the address on the Rental Agreement within thirty (30) days following the event. If payment was made by credit card the deposit will be refunded back to the same credit card within fifteen (15) days.
- **The renter is responsible for leaving the room/space in its original state. In the event that damage has occurred or extra janitorial services are required (for example to remove decorations, dispose of excess garbage or complete extra cleaning), a**

**minimum \$500 cleaning charge will be deducted from the deposit, plus the cost of any materials required to do the repair.**

- Renters must sign off on the post rental checklist with the facility staff prior to leaving the building. Failure to do so may result in loss of the deposit.
- If the charges exceed the deposit amount, the renter will be deemed responsible and billed following the event, and the balance must be paid within thirty (30) days.
- In the event that Calgary Police Service (“CPS”) officers are called to respond to a complaint regarding the rental, the full deposit amount will be retained by the BCA.
- A \$500 charge will be retained from the deposit if any false emergency calls or alarms are set off during the event, including fire alarms.
- Use of illegal substances in the facility will result in loss of the deposit.
- Any disregard for AGLC or City of Calgary Bylaws will result in loss of deposit.
- For multiple bookings in the same year, the renter may request the security deposit be paid forward rather than returned after each rental.
- For certain rentals, BCA management may decide to waive deposit fees.

### **Cancellation Policy**

- Cancellations by the renter must be done in writing ninety (90) days prior to the rental date to receive a refund of the deposit. **Cancellations with less than 90 days are not entitled to a deposit refund.** The remainder of fees will be refunded if the event is cancelled.
- In the event of a cancellation due to unforeseen circumstances, such as a mandatory facility shutdown, the renter will be entitled to a refund of both the deposit and rental fees.

### **BCA Responsibilities**

- Provide clean public spaces and washroom facilities.
- Maintain emergency telephone, alarm and first aid equipment.
- Post all Facility Rules and Regulations in plain view of patrons.
- Provide on-site staff member that has access to all rental facilities and is responsible for opening rental areas, conducting inspections of facilities before and after the rental, and ensuring the terms of the rental agreement are met.

### **Hall Property and Equipment**

- Tables, chairs and equipment are not to be dragged across the floor; a dolly is available to transport heavy items. If damage occurs as a result of the aforementioned, cleaning and repair costs will be charged against the damage deposit.
- Tables and chairs are included with the rental. The renter is responsible for setting them up and putting them away at the end of the event in the same place they got them. **Failure to put them away properly will result in a \$500 charge.**

- No signage, tables or decorations can be placed in any shared spaces (ie: the main hallway) unless prior arrangements are made.
- Confetti, rice or the like is not allowed in the facility. Taping must be done with painters' tape, and the tape must be removed immediately following the event. **Do not use Duct Tape.** The renter is responsible for any associated clean-up costs.
- Scotch tape, masking tape, nails and tacks are not permitted for decoration purposes. Fog machines, candles and fireworks are not allowed in the facility or on the premises.
- The renter accepts full responsibility and liability for any object or equipment brought into the building.
- The renter is responsible for bringing a ladder or other equipment required to hang decorations.
- The BCA does not supply extension cords, cables, tape or other supplies, the renter is responsible for bringing their own.
- The BCA offers a wireless connection, however since it is a public connection, we cannot guarantee the signal strength and encourage renters to bring an internet stick should they require it.

## Hours

- The rental space will be unlocked by BCA staff at the time outlined in the rental contract, renters are not responsible for locking and unlocking the space.
- All renters and guests must vacate the building by 1am (or the time stated on the contract), or \$500 will be deducted from the damage deposit, or potential loss of the entire deposit.
- Time for set up and clean up time must be booked within the rental hours.

## Food & Beverages

- The renter is responsible for securing the appropriate license (if necessary) from Alberta Health Services at an event where food is being served. Failure to do so can result in the health inspector shutting down your event.
- The kitchen is not included in rentals unless it has been booked separately and a rental agreement has been completed.

## Alcoholic Beverages & AGLC

- No alcoholic beverages are permitted on the premises without the appropriate AGLC licence. It is the responsibility of the renter to secure the appropriate license and ensure attendees abide by it. A copy must also be on display during the event (along with original purchase receipts) should there be an inspection.
- **A copy of the liquor license MUST be provided to the BCA at least 7 days prior to the event** or access to the facility will not be granted.
- AGLC inspectors must be allowed to enter the premises at any time.
- Alcohol may be served up until 12:00am and all patrons must vacate the premises by 1:00am.

- Alcohol cannot be consumed outside of the rental space. Consumption of alcoholic beverages in the hallway or outside property is strictly prohibited.
- **Events where alcohol is present without a liquor license will forfeit their entire deposit.**

## Smoking

- The BCA is a NON-SMOKING facility and prohibits the use of tobacco, marijuana (medical or otherwise) and vaping in the building.
- In compliance with City of Calgary Bylaw #57M92, smoking is not permitted within 5 metres of any door, window or air intake. Smoking is allowed in designated areas only.

## Security

- Professional security is required for public events with alcohol at a ratio of one (1) security personnel for every (50) guests as per AGLC regulations.
- Private events (such as weddings) or events over 100 people with no alcohol must provide volunteer security or 'sober contacts' at a ratio of one (1) to 100 guests.
- Contact names and phone numbers for security personnel must be provided to the BCA 7 days prior to the event.
- BCA staff are not responsible for acting as security during an event.

## Insurance

- While renting at the BCA facility the renter is **not** covered under BCA insurance. All parties must carry Special Events Liability insurance or Party Alcohol Liability (PAL) Insurance in the amount of **\$2 million** to cover activities during the event as well as indemnifying the BCA. The type of policy required will be determined by the insurance broker based on the details of the event.
  - Corporate insurance or homeowners' insurance may provide off-site event insurance. Please check with your insurance provider and request a Certificate of Insurance for the date and time of your event, naming Bowness Community Association, 7904 43 Ave NW T3B 4P9 as the location.
  - If not provided by one of the above, you can purchase it through PAL insurance or Toole Peete.
  - BCA members with a valid membership are covered under our policy for certain events.

## Storage and delivery of items

- Storage and/or delivery of event materials (ie: stages) outside of rental times will not be permitted unless prior arrangements are made.
- Any items that are dropped off or picked up outside of the rental hours will be charged a storage fee of \$100/day. This is subject to available space and must be pre-arranged with the facility.

## Noise

- The renter must abide by City of Calgary Bylaw #5M2004 and ensure they do not make noise that will disturb others between the hours of 10pm and 7am, (10pm – 9am on Sunday).
- Outside doors must remain closed to prevent noise from disturbing neighbours, with the exception of loading and unloading.

## Clean up

- The renter is responsible for all cleanup of the rental space including:
  - Generally restoring the space to the condition in which it was rented.
  - Removal of garbage to the rear facility exit.
  - Removal of recycling to the bins located across the street on 43rd Ave.
  - Restacking all tables and chairs and returning them to the appropriate places.
  - Spot cleaning the floor of any noticeable messes.
  - Removal of all items and decorations, with no pieces of tape etc. left on walls
- **Clean up time is part of rental time.** A cleaning charge of \$500 will apply for incomplete clean up or failure to return the storage room to its original condition.
- BCA staff is not responsible for cleaning during the event.

## Parking and Exits

- The BCA cannot reserve parking. There are 120 parking stalls available on a first come first serve basis and there is free street parking on 3 sides of the building.
- For loading and unloading purposes, there is a loading zone on the southwest corner of the main hall. Other exits can be used as loading zones before and after the event but cannot be used as exits or entrances during the event.

## Safety

- Prior to the event, the renter should familiarize themselves with the location of exits, first aid kits and AED machines.
- Doorways and hallways cannot be blocked for any reason.
- Occupancy must not exceed posted allowable limits. The CPS and/or the Calgary Fire Department may conduct load counts at any time to ensure that the premises is not overcrowded, no emergency exits are blocked and no activities are taking place that may be hazardous to either the occupants or the premises.
- The renter must be reachable by cell phone at all times during the event.
- The renter must notify the BCA staff of any hazardous condition or injury requiring medical attention.
- **In case of physical emergencies, call 911 immediately.**
- Please see page 9 for Emergency evacuation procedures.



# **EMERGENCY EVACUATION PROCEDURE**

In case of

## **Fire or Other Emergency**

- If you see SMOKE, FLAMES or hear the FIRE ALARM, alert other occupants immediately.
- If safe, close any windows and doors to confine the fire.
- Follow the EXIT signs to locate and leave through the emergency exit and proceed to the muster point located at the complex parking lot on the south of 43 Avenue.
- TELEPHONE 911 and notify the Fire Department.

**FACILITY ADDRESS IS — 7904 43 Avenue NW, Calgary, Alberta**

- Calmly follow instructions given by BCA staff or the attending Fire Officers.

