

HCA Facility Rental Terms & Conditions

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HCA Facility Rental Terms & Conditions

1. Application or Booking Request

A Booking Request to rent the Haysboro Community Association hall (“Venue”) is made to HCA using the online application process on the HCA website or other method acceptable to HCA. When a Booking Request is made by a person on behalf of an organization, club or group of people, the person making the Booking Request warrants that he or she is authorized by the organization, club or group of people to submit and sign the Booking Request 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:

- if a Booking Request is submitted by a person on his or her own behalf, that person; or
- if a Booking Request is submitted on behalf of an organization, club or group of people, the person submitting the Booking Request 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

The submission of a Booking Request 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 HCA reserves the right to refuse a Booking Request for any reason. In response to a Booking Request by the Renter, the HCA may send a written acceptance in the form of an invoice 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 HCA and the Renter on the date of the confirmation email. The Rental Agreement will be evidenced by the Invoice in the Confirmation email, these Terms & Conditions, and the Booking Request. In the event of any inconsistency between the documents, they shall take precedence in the order stated in the previous sentence.

In the event that the HCA is only prepared to accept a Booking Request subject to conditions, the HCA will specify such conditions to the Renter via email. In such circumstances, a Rental Agreement will be deemed to come into existence on the HCA’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, including administration fee, must be paid in full at the time of booking. If in case of bookings far in advance a payment plan can be worked out with the HCA, with all Rental Fees due minimum of 6 weeks prior to the event. Failure to pay the Rental Fees by the due date may result in the termination of the Rental Agreement.

4. Security and Damage Deposit

A “Damage Deposit” of the amount nominated on the Invoice in the Confirmation Email must be paid in full by **6 weeks prior to the rental event**. Failure to pay the Damage Deposit by the due date may result in the termination of the Rental Agreement.

The Damage 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 HCA if the Venue is left in an unclean condition or for any other breach of the Rental Agreement. The cost to the HCA of any damage, cleaning, repair or replacement, or incurred by the HCA as a consequence of any breach of the Rental Agreement by the Renter, will be deducted from the Damage Deposit. Unless the HCA has had recourse, or proposes to have recourse, to the Damage Deposit, the **Damage Deposit will be returned within 30 business days after the rental**.

And, the HCA shall have authority to cancel any event in the above facility and have authority to remove, or have removed, any persons from the facility if it is felt that any part(s) of this agreement were broken or the facility not used for the purpose for which this agreement is intended: or, that the renter is not complying with the liquor control act, the regulations under the act, as well as the policies of the Alberta Liquor Control Board and/or the Calgary Police Department.

5. Condition of Venue

The Renter acknowledges and agrees that, unless the Renter demonstrates otherwise to the satisfaction of the HCA, 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.

7. Indemnity

The Renter agrees to indemnify, keep indemnified and hold harmless the HCA, 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 HCA 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 lockbox, during the week prior to the Rental, the HCA will give the Renter a four-digit code to the key lockbox. The Renter must not provide the code to any person who is not party to the Rental Agreement. The Renter must return the keys to the lockbox at the Venue at the end of the Rental. If the Venue is not equipped with a key lockbox, 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 HCA may retain all or part of the Security Deposit:

- to replace any key or pass which is damaged; or
- if any key is not returned, to, at the discretion of the HCA, replace the key or replace the lock(s) relevant to the key for all renters

9. Setting Up/Cleaning Up

The Renter is responsible for setting up tables and chairs, and other equipment as required. At the end of the Rental Period, the Renter is responsible for wiping down the tables and chairs, and if necessary, stacking and placing them back on the dollies, and storing them neatly in the storage room. **The set-up and clean-up time must be included in the Rental period on the Booking Request.** 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. Audio/Visual Use

Renter must not use AV equipment (Lounge TVs and Projector) without prior approval and instruction. Any evidence of tampering, unplugging cables, or attempted access will result in \$200 being deducted from damage deposit, to cover the cost of technician to reset the system.

11. Noise Levels/Amplification

Please be mindful that Haysboro Community Center is in a residential neighbourhood and noise bylaws apply. All music (live or amplified) must cease by 11:00pm. 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 their use of the Venue does not cause any disturbance to the peace and quiet of the neighbourhood.

12. 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:

- all persons attending the Venue must leave in a quiet and orderly manner at the end of the Rental;
- 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 upon exiting the Venue, the Venue is locked and the lights are off.
- 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 HCA will retain the Damage Deposit.

The renter and persons attending the venue must stay within the rented spaces. Use of other spaces not specified in the rental agreement & or invoice will result in deductions from the damage deposit.

13. 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 shall clean up any mess, spills or other debris caused, or left by the Renter's invitees, employees, volunteers or activities. This includes the rental area as well as the kitchen and washrooms.
- The Renter shall collect and properly dispose of all garbage, recycling, and food waste into the designated containers in the parking lot, resulting from the Renter's activities.
- All decorations that have been put up are to be removed. **There is to be NO CONFETTI OR GLITTER OF ANY KIND on premises.** If confetti or glitter is found on premises, renter will be automatically charged \$250.
- Any cost incurred by the HCA in cleaning the Venue or removing waste material will be deducted from the Damage Deposit. Cleaning fees are charged at \$50/hour and deducted from the damage deposit.

14. Cancellation by Renter

Where cancellation is received **less than 30 days** prior to the rental date, *damage deposit* will be returned. The renter forfeits the full amount of the rental fees.

Where cancellation is received prior to 30 days, the full amount of rental fees and deposit will be refunded by cheque.

All cancellations or requests to change the bookings must be made in writing, by email, to rentals@haysboro.org

15. Cancellation by HCA

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

16. Renter's Use of Venue

The HCA 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 Booking Request, 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 HCA 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

The Venue must not be used for any purpose other than the use or purpose stated in the Confirmation Email. The HCA 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. HCA staff and contractors shall have access to the Venue at all times. The Renter agrees that the HCA 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 HCA's reasonable opinion, interfere with the Renter's use of the Venue.

17. No transfer of Rental Agreement

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

18. 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.

20. Food and Beverages

20.1 Alcohol

The HCA may withhold alcohol consumption consent for any reason and any consent given can be on any terms the HCA, in its absolute discretion, considers appropriate. No consent will be given unless the Renter demonstrates to the HCA that a Liquor License has been obtained by the Renter and that any and all requirements of the Liquor License have been met. Liquor license must be shown and number recorded before keys are handed over to Renter.

General conditions for rentals serving liquor:

- Any alcohol served or permitted at the Venue must only be consumed within 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 HCA. The HCA may withhold its consent, for any reason, and any consent given can be on any terms the HCA 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 is 1 kitchen available for use. There is a kitchen fee if you want access to the kitchen for your rental of any other rooms (subject to availability).

The kitchen is only available for warming items. It is not a cooking kitchen. Items such as boiling water for hot dogs, pasta or coffee are acceptable. The oven may be used for warming items only.

21. Events & Programs in Community Facilities

The HCA 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 HCA 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 HCA Board for approval. A minimum of 6 weeks (prior to the Rental) is needed to complete the Events or Programs Information & Approval process. The HCA 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 HCA, 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 HCA, 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 HCA 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:

- 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
- 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. Health and Safety

The Renter must ensure that:

- the capacity of the Venue is not exceeded at any time; and
- at all times, exits, doors, corridors and gateways are kept clear so that they can be immediately used in the event of an emergency
- The building is evacuated and 911 is called in the event of a fire or a fire alarm or other emergency.
- All current AHS, Provincial, and Municipal health and safety guidelines are followed and understood by attendees, including, but not limited to, current COVID19 restrictions and regulations

26. Damage to building 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 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 HCA 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 HCA 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:

- the Renter's Rental of or use of the Venue;
- 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
- 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 HCA's Powers

The Rental Agreement does not fetter or restrict the powers or discretions of the HCA 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 HCA's municipal district.