

Evergreen Community Hall Rental Agreement

THIS AGREEMENT MADE THIS _____ DAY OF _____, 20__.

BETWEEN:

EVERGREEN COMMUNITY CENTRE
(hereinafter referred to as "EG")
OF THE FIRST PART
AND

(hereinafter referred to as the "licensed user")

OF THE SECOND PART

WHEREAS EG manages and administers a community building, grounds and parking lot situated in Clearwater County;
AND WHEREAS the licensed user wishes to rent the community buildings and related facilities for the purpose of a

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of these premises, and the payment of the rents hereinafter set forth, the receipt and sufficiency of which hereby acknowledged the parties hereto agree as follows:

1. The licensed user shall have exclusive use of the community buildings and related facilities commencing at ___: ___ .m on the _____ day of _____, 20__ and ending at ___: ___ .m on the _____ day of _____, 20__.
2. The licensed user shall pay the sum of \$ _____ for use of the building aforesaid.
3. The licensed user shall be responsible for all and any damage to the building and related facilities occurring during the period of the use recited above in paragraph one and absolutely regardless of how much damage may occur or have been caused.
4. The licensed user shall leave the premises in a clean and tidy condition, failing to do so the licensed user shall be liable to pay to EG all cost and expenses incurred in cleaning and restoring the premises to the same condition as the premises were at the commencement of the use contemplated herein. This includes not using tacks, nails or any other device that would damage the property.
5. **The licensed user shall not allow the use of any off highway vehicles on the property. This shall include the use of any type of ATV, quad or dirt bike. The licensed user will not access any power for hookups for camping on the premises. Dry camping only will be allowed, with no power. A licensed user caught using hall power without authorized consent, will be assessed a \$200 surcharge. No fireworks are permitted in the building or on the grounds. A \$500 fine will be assessed to the licensed user if fireworks are used on the property.**
6. THE LICENSED USER SHALL AND DOES HEREBY AGREE TO INDEMNIFY AND SAVE HARMLESS EG, ITS AGENTS, OFFICERS AND REPRESENTATIVES, FROM ANY AND ALL CLAIMS, DEMANDS, AND DAMAGES, OF ANY KIND WHATSOEVER (INCLUDING LEGAL COSTS ON A SOLICITOR/CLIENT BASIS), AND WITHOUT RESTRICTING THE GENERALITY OF THE FOREGOING, WITH RESPECT TO ANY PROPERTY LOSS, FINANCIAL LOSS OR CLAIM FOR PERSONAL INJURY AS MAY ARISE IN CONNECTION WITH, RESULTING FROM OR IN ANY WAY BE CONNECTED WITH THE RENTAL OF THE BUILDING AND RELATED FACILITIES HEREIN.
7. The licensed user shall pay a non-refundable deposit in the sum of \$ _____ and which deposit shall be returned to the licensed user within 7 days following the date of use herein, provided the building and related facilities are left in a clean and tidy condition and the building and related facilities have not been damaged during the period of use. If the building has been left untidy or unclean or the property damaged then EG shall be entitled to set-off the costs of the cleaning or repair against the deposit aforesaid and any monies remaining owing on account of the same shall be paid forthwith by the licensed user to EG. If a surplus remains in excess of the costs of cleaning and repair then it shall be paid forthwith to the licensed user by EG.
8. NO alcoholic beverages will be consumed in the hall or on the grounds of EG by the licensed user, invited or uninvited guests, or anyone else that may be on the EG property, without the written consent of EG.

In the event that EG had given consent for alcoholic beverages to be allowed, the licensed user must purchase a "Host Liquor Liability" policy from a licensed insurance agent or broker for no less than Two Million Dollars

(\$2,000,000.00) and name EG and Clearwater County as an "additional insured" under such liability policy. The licensed user must provide a "Certificate of Insurance" to EG verifying such coverage no less than 7 days prior to the licensed user function.

9. The licensed user shall at all times and without limitations, indemnify and save harmless EG and Clearwater County, its councilors, officers, employees, volunteers and all other representatives from and against all liability, claims, actions, losses, cost or damages arising out of your actions or omissions. This condition will survive the termination or expiry of this Rental Agreement.

10. First Pre-Booking Viewing Of The Facility Is Complimentary. Additional Viewings Before Rental Date Will Be Subject To A \$50 Charge Per Visit To Be Paid At Time Of Viewing.

Is there going to be alcohol at this function? Yes / No

Liquor License Present? Yes / No

Hall Rental Insurance Present? Yes / No

Received Non Refundable Hall Deposit Of \$_____ On _____ day of _____, 20____

Received Remainder Of Payment Of \$_____ On _____ day of _____, 20____

Received Security Deposit Of \$_____ On _____ day of _____, 20____

Security Deposit Refund Amount Of \$_____ To Licensed User On _____ day of _____, 20____

_____ initial

WHEREFORE THE PARTIES HAVE EXECUTED THIS AGREEMENT THIS _____

DAY OF _____, 20____.

_____) _____

Witness) Licenses User

) _____

) Print Name

_____) _____

Witness) As Agent for the Evergreen

) Community Centre

) _____

) Print Name