

**FACILITY RENTAL AGREEMENT**

**BETWEEN:**

[Westwoods Recreation and Agricultural Society]  
(the "Owner")

- and -

\_\_\_\_\_  
(the "Renter")

of \_\_\_\_\_, Alberta

**1. Schedules**

The following schedules form part of the Agreement:

- (a) **Schedule "A" – Additional Terms**
- (b) **Schedule "C" - Rental Inspection Form**
- (c) **Schedule "D" – Fees**
- (d) **Schedule "E" – Host Liquor Liability Insurance** (if alcohol is to be served or consumed)

**2. Rental Area**

The premises rented under this Agreement shall consist of a portion of the following facility:

**Facility name:** [Westwoods Recreation and Agricultural Society]  
**Address:** [Box 83, Gadsby, Alberta T0C 1K0]  
**Legal description:** [NE 13-40-17 W4 in the County of Stettler]

(the "Facility"), such portion being that portion of the Facility shown or described within **Schedule "B"** attached hereto (the "**Rental Area**"). The Renter and its invitees shall be entitled to non-exclusive access to and/or through those common areas forming part of the Facility which are designated from time to time by the Owner for shared and/or common use.

**3. Grant**

The Owner has agreed to rent to the Renter, and the Renter has agreed to rent from the Owner, the Rental Area, subject to the terms, covenants, and conditions contained in this Agreement.

**4. Permitted Use**

The Rental Area may be used for the following purposes only (the "**Function**"): \_\_\_\_\_

**5. Host Liquor Liability Insurance**

The Renter confirms, by its initials, that:

Alcohol WILL be served or consumed at the Function; or

Alcohol WILL NOT be served or consumed at the Function.

The Renter covenants and agrees that, should alcohol be served or consumed at the Function, then the terms and conditions contained in **Schedule "E"** will apply to the Rental.

Notwithstanding the foregoing, as well as the Owner's consent to the service of alcohol by executing this Agreement, the Owner may revoke its consent at any time if appropriate liquor service license is not provided by the Renter, the Renter has not complied with **Schedule "E"**, or the Owner reasonably believes that there is risk to persons or property.

**6. Rental Inspection Form**

The Renter will complete the **Rental Inspection Form** as attached as **Schedule "C"** on the Start Date or prior to renting the Rental Area and again at the end of the Term.

**7. Term** The term of the Agreement will be from \_\_\_\_\_ (time) on the \_\_\_\_ day of \_\_\_\_\_ (month), 20\_\_ (the “**Start Date**”) to \_\_\_\_\_ (time) on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (the “**Term**”).

**8. Payment** The Renter shall pay all the applicable fees and deposits for the Term in the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) as set out in **Schedule “D”** of this Agreement (the “**Fees**”), payable upon execution of this Agreement, without any deduction or abatement. The Renter shall pay all applicable GST and other taxes or assessments regarding the rent of the Rental Area.

**9. Special Terms** In addition to all of the terms, covenants, and conditions contained in this Agreement, the Owner and the Renter agree to the following additional terms, covenants and conditions:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**10. Notice** Any notice to be given by the Renter to the Owner shall be in writing and delivered to the Owner's designated representative at the address shown below.

Any notice to be given by the Owner to the Renter may be verbal or in writing and delivered to the Renter at the address or phone number shown below, or to any representative of the Renter who is located in or upon the Rental Area.

**Granted by:**

**SIGNED, SEALED and DELIVERED** by the Owner, in the presence of:

**[Westwoods Recreation and Agricultural Society]**

\_\_\_\_\_  
Signature

Per: \_\_\_\_\_

\_\_\_\_\_  
Name

Per: \_\_\_\_\_

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone number

**Accepted by:**

**SIGNED, SEALED and DELIVERED** by \_\_\_\_\_ **[NAME OF SIGNATORY]**, on his/her own behalf or on behalf of corporate Renter if a validly existing corporation, in the presence of:

**[Renter Name]** \_\_\_\_\_

Per: \_\_\_\_\_

\_\_\_\_\_  
Signature

Per: \_\_\_\_\_

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone number

\_\_\_\_\_ *Renter's Initials*

## SCHEDULE "A" - ADDITIONAL TERMS

### 1. Term and Termination

1.1 Notwithstanding anything contained within this Agreement, the Renter acknowledges and agrees that the Owner shall have the absolute right to terminate this Agreement, together with all rights and privileges granted to the Renter under this Agreement upon notice in writing or in person.

1.2 Notwithstanding anything contained within this Agreement, the parties hereby acknowledge and agree that the Renter shall provide the Owner with written notice of cancellation or termination not less **Twenty-four (24) hours** prior the commencement of the Term. Failing such notice, the Fees contemplated within this Agreement shall be payable by the Renter regardless of the Renter's use of the Rental Area.

### 2. Use and Occupation

2.1 The Renter shall be permitted to use the Rental Area throughout the Term of this Agreement for the Function, and for no other purpose whatsoever.

2.2 Without in any way limiting the generality of the foregoing, the Renter agrees that it shall not bring, keep or store or permit to be brought, kept or stored any combustible material or explosives on the Rental Area.

2.3 The Renter will promptly inform the Owner of any bodily injury sustained by any person attending the Function, and any property damage that may occur to the Facility during the Term.

2.4 The Rental Area shall be at the risk of the Renter throughout the Term. The Renter assumes the liability for and shall pay for any loss or damage arising from the use or occupation of the Rental Area from any cause whatsoever and, without limiting the generality of the foregoing, liability arising from fire, theft, injury to person or death, loss or destruction of Facility or any part thereof.

2.5 The Renter acknowledges and agrees that its rights to enter upon and use the Rental Area granted under this Agreement shall not confer upon the Renter any exclusive right whatsoever with respect to the use or occupation of the Rental Area, and that the Renter shall have no claim to the Rental Area other than as a licensee as provided within this Agreement.

2.6 The Renter acknowledges and agrees that the rights of the Renter are only personal in nature, and that nothing contained within this Agreement shall be interpreted so as to confer upon the Renter any legal or equitable estate or interest in the Facility or the Rental Area.

2.7 The Renter, upon performing and observing the covenants and conditions contained herein, shall be entitled to reasonably exercise the rights herein granted to the Renter without any unreasonable hindrance, molestation or interruption from the Owner.

2.8 The Renter acknowledges and agrees that the Owner may deem it necessary or appropriate, from time to time, to cause or allow third parties to perform work upon the Rental Area as may be deemed necessary in the sole discretion of the Owner, and the Renter acknowledges and agrees that the Renter shall in no way interfere or hinder the construction, installation, repair or maintenance undertaken by the Owner or any person to whom the Owner has granted such permission.

### 3. Indemnity and Release

3.1 The Renter shall be liable for, and shall indemnify and save harmless the Owner, its agents, employees, invitees or contractors and **[The County of Stettler No. 6]**, its councilors, officers, employees and agents from any claim, damages, liability, cost, fee, penalty, action, cause of action, demand, damage to property, injury to person or death (including, without limitation to, legal fees of the Owner and **[The County of Stettler No. 6]** on a solicitor and his own client full indemnity basis), whether in contract or in tort, suffered or incurred by the Owner, its agents, employees, invitees or contractors and **[The County of Stettler No. 6]**, its councilors, officers, employees or agents or by any other person, firm, partnership, corporation or entity resulting directly or indirectly from, attributable to, by reason of, arising out of, or in any way related to the occupation or use of the Rental Area by the Renter or any of its directors, officers, servants, agents, invitees, contractors, or employees, whether or not such things are done in the exercise or purported exercise of the rights conferred upon the Renter within this Agreement or from any breach of this Agreement or any other negligent act or omission or willful misconduct of the Renter or any of its directors, officers, servants, agents, invitees, contractors, or employees.

3.2 The Renter acknowledges and agrees that all property of the Renter which may hereafter be located on, under, or within the Rental Area or the Facility shall be at the sole risk of the Renter, and the Owner, its agents, employees, invitees or contractors and **[The County of Stettler No. 6]**, its councilors, officers, employees and agents shall not be liable for any loss or damage thereto, howsoever occurring and the Renter hereby releases the Owner, its agents, employees, invitees or contractors and **[The County of Stettler No. 6]**, its councilors, officers, employees and agents from all actions, claims, demands, suits or proceedings whatsoever in respect of any such loss or damage.

### 4. Default

4.1 If in the sole opinion of the Owner the Renter undertakes or permits any activity whatsoever within the Rental Area which is outside of the permitted uses contemplated herein, or which may be a nuisance or cause damage, or if the Renter is in default of any of the terms, covenants or conditions of this Agreement, the Owner may, in its absolute discretion give the Renter notice of immediate termination of this Agreement and the rights and privileges granted to the Renter, and the Renter shall forthwith vacate the Rental Area.

4.2 If the Renter fails or neglects to perform any of its obligations under this Agreement, the Owner shall have the right, but shall not be obligated, to take such action as is reasonably necessary in the sole discretion of the Owner to perform such obligations. In such event, the Renter shall be responsible for the payment of all costs incurred by the Owner forthwith to the Owner.

## 5. Maintenance and Alterations

5.1 The Owner acknowledges that the Rental Area is in a good, safe, and clean condition and repair. The Renter shall leave the Rental Area in substantially the same condition which existed immediately prior to the commencement of the Term. If the Renter fails or neglects to leave the Rental Area in substantially the same condition in which it existed immediately prior to the commencement of the Term, the Owner shall have the right, but shall not be obligated, to take such action as is reasonably necessary in the sole discretion of the Owner to perform the Renter's obligations. The Renter agrees to reimburse the Owner forthwith without demand for the cost of any and all such action performed by the Owner, its servants, contractors or agents pursuant to this clause.

5.2 The Renter agrees that it shall not install any alterations or improvements (including, without restriction, any radio or television antennae, or any mechanical, cooking, electrical or other means of sound production or similar devices), nor install, display or affix any sign, lettering or advertising medium upon or in the Rental Area or elsewhere on the Facility, without the express written consent of the Owner.

5.3 Upon the expiration or earlier termination of this Agreement, the Renter shall remove all alterations, property or improvements of any kind whatsoever belonging to or installed by the Renter, whether expressly permitted by the Owner or not, from the Rental Area and restore the Rental Area to a clean condition equivalent to that which existed prior to the commencement of this Agreement. If the Renter fails or neglects to restore the Rental Area and remove property as required above the Owner shall have the right, but shall not be obligated, to take such action as is reasonably necessary in the sole discretion of the Owner to perform the Renter's obligations. The Renter agrees that the Owner shall not be responsible for any alterations, property or improvements of the Renter thereby removed from the Rental Area, and further agrees to reimburse the Owner forthwith without demand for the cost of any and all such action performed by the Owner, its servants, contractors or agents pursuant to this clause.

### i.1.1 General

5.4 The headings to the articles and sections of this Agreement are solely for the convenience of the parties and are not an aid in the interpretation of the Agreement.

5.5 No consent or waiver, express or implied, by the Owner to or of any breach or default by the Renter in the performance by the Renter of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of obligations hereunder by the Renter. Failure on the part of the Owner to complain of any act or failure to act of the Renter, or to declare the Renter in default, irrespective of how long such failure continues, shall not constitute a waiver by the Owner of its rights hereunder.

5.6 If any term, covenant or condition of this Agreement or the application thereof to any party or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement or application of such term, covenant or condition to a party or circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each remaining term, covenant or condition of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law.

5.7 This Agreement shall be governed by and construed according to the laws of the Province of Alberta. All legal proceedings arising from this Agreement shall be tried and directed by the court of competent jurisdiction in Alberta.

5.8 Time is of the essence of this Agreement and each of its provisions.

5.9 The terms and conditions set forth within this Agreement, together with the Schedules, shall constitute all of the terms and conditions of this Agreement, and there are not other terms, conditions, covenants, agreements, representations or warranties, either express or implied, arising between the parties hereto except as expressly set forth herein.

5.10 The Renter shall at all times and in all respects abide by all laws, bylaws, legislative and regulatory requirements of any governmental or other competent authority relating to the use and occupation of the Rental Area.

5.11 The Renter's obligations contained in this Agreement shall survive the expiration or termination of this Agreement for any reason whatsoever until satisfied in full, and shall not be merged upon the execution of any other documentation by the parties.

5.12 This Agreement shall enure to the benefit of and be binding upon the parties hereto, their respective executors, administrators, successors and permitted assigns.

**WESTWOODS RECREATION & AGRICULTURAL SOCIETY  
RENTAL AGREEMENT**

1. **A non-refundable \$150 deposit on the rental of the facility is required at time of booking.** The \$150 deposit shall be deducted from the total cost of the rental which is due thirty days before your rental. A damage deposit of \$500.00 for weddings and \$150 for family reunions as well as the remaining rent, a signed copy of the rental agreement and a copy of your PAL insurance (if you will be serving alcohol at your function) is due 30 days prior to use. Please ensure it is mailed to Westwoods Recreation & Ag Society @ Box 83, Gadsby, AB T0C 1K0 to arrive thirty days before your rental date.
2. If there are any damages incurred over the damage deposit, you will be charged accordingly.
3. The facility and grounds must be left in the same condition as when you came.
4. Please ensure the stove tops and ovens are clean (any spills wiped up). Do not self clean the ranges.
5. All garbage including fireworks remnants, water balloons, etc. must be picked up. Place any extra firewood you wish to leave in the firewood pile in the northwest corner of the agrelot. Firewood must not be left piled on the lawn.
6. Floors must be swept. The kitchen and bathroom area is to be scrubbed with the mop and mop pail provided. The hall portion of the facility does not need to be scrubbed as we have a Floor Scrubbing machine to clean it. It will make cleaning a lot easier for your group if only non-marking soles are worn within the building. If you have left black marks on the floor, please use a magic eraser or white soled running shoe to remove them.
7. Stack the chairs in matching stacks of no more than 10. The chairs are to be stacked along the west wall of the hall **on the carpet**. There are two chair movers in the storage room.
8. The tables are to be stored neatly in the storage room – instructions are marked inside the one door. **PLEASE KEEP THIS ROOM ORDERLY**. Do not stack two high.
9. A garbage shed is provided for your convenience. It is outside on the west end of the building. Please remove all garbage from the building. All garbage must be in large garbage bags. **NO LOOSE GARBAGE OR YOUR DAMAGE DEPOSIT WILL NOT BE FULLY REFUNDED**
10. Toilet paper, paper towel and garbage bags are provided and are stored in the cabinet in the lobby.
11. **DO NOT** let children throw rocks out of the flower beds.
12. Leave the tea towels in the basket under the sink and we will launder them.
13. Leave rags in one of the pails. Please keep floor rags separate from dish cloths and towels.
14. Bottled water for drinking and cooking is supplied. If you require more than the supplied amount, you will be responsible for that yourselves. Although the water is safe to drink, we recommend the use of bottled water.
15. **Do not** let children play in the storage rooms and return all equipment to the sport box.
16. Please respect the shuffle board table –**the discs and sand for the table are stored in the lobby in the storage cabinet.**
17. There is absolutely no access to the mechanical room.
18. The Agrelot complies with the Alberta Government's non-smoking policy.

19. Please do not use roller blades, scooters or bikes within the building – they will leave black marks on the floor which you will be required to clean.
20. Dogs **MUST** be kept on a leash and please clean up after them as you would at any park.
21. Please do not run over the trees or let children tear branches off of them!
22. We have approximately 300 wine glasses for use included with hall rental. The wine glasses must be hand washed, polished, and returned to the boxes. Honour system is in effect for payment of any broken wine glasses.
23. The Westwoods Recreation and Agricultural Society will return your damage deposit to you 2 weeks after your rental provided all of the above conditions are satisfactory upon inspection.

If a problem should arise, please contact one of the following: Marie Bignell @ 403-574-3760, Lee Carothers @ 403-574-3761, Les Kneeland @ 403-884-2361/403-740-3112, Debbie Shepherd @ 403-883-2717/403-740-4997, Charlotte Curtis @ 403-323-0529, Rick Shepherd @ 403-741-8433.

### **RENTAL PRICES:**

**At the time of booking a family reunion or wedding, please send a cheque for \$150 to the Westwoods Recreation and Agricultural Society. This amount is non-refundable and will be taken off the total rental price. This policy has been implemented due to short notice cancellations.**

**\$125/Day for the Hall Only**

**\$150/Day for the Hall and Yard**

**\$300 Family Reunion - Weekend Rental – Friday/Saturday/Sunday  
Damage Deposit \$150**

**\$500 Wedding - Weekend Rental – Friday/Saturday/Sunday  
Damage Deposit \$500**

**\$50/Day Kitchen Only**

**\$50/Day Meeting Room Only**

**\$75 for each additional day for decorating only (strictly adhered to)**

**SCHEDULE "E" - HOST LIQUOR LIABILITY INSURANCE**

In the event that the Owner has provided its written consent to the Renter to serve or consume alcoholic beverages in the Facility, the Renter covenants and agrees that it shall arrange and maintain **Host Liquor Liability Insurance** throughout the Term.

Such Host Liquor Liability Insurance shall include the following:

- (a) Liability limit of not less than **\$2,000,000**, per occurrence;
- (b) The Owner (**[Westwoods Recreation and Agricultural Society]**) and **[County of Stettler No. 6]** will be named as additional insureds;
- (c) Cross liability clause;
- (d) Severability of interests clause;
- (e) Contractual liability clause, including this Agreement.

The Renter agrees to provide to the Owner a Certificate of Insurance evidencing such insurance coverage not less than **seven (7) days prior to the commencement of the Term**. If satisfactory evidence of insurance coverage is not provided, the Owner may cancel this Agreement.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ in \_\_\_\_\_, Alberta.

**Granted by:**

**SIGNED, SEALED and DELIVERED** by the Owner, in the presence of:

**[Westwoods Recreation and Agricultural Society]**

\_\_\_\_\_  
Signature

Per: \_\_\_\_\_

\_\_\_\_\_  
Name

Per: \_\_\_\_\_

**Accepted by:**

**SIGNED, SEALED and DELIVERED** by \_\_\_\_\_ **[NAME OF SIGNATORY]**, on his/her own behalf or on behalf of corporate Renter if a validly existing corporation, in the presence of:

**[Renter Name]** \_\_\_\_\_

\_\_\_\_\_  
Signature

Per: \_\_\_\_\_

\_\_\_\_\_  
Name

Per: \_\_\_\_\_