



# Montgomery Community Association

5003 16<sup>TH</sup> Ave NW, Calgary Ab, T3B 0N9

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## Single & Multi Use Hall/Kitchen/Board-Room Rental Agreement

MCA Rental Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Between: Montgomery Community Association represented by: **Abi Harker/ David Hoskyn**

- AND -

### Name of Organization or Individual:

\_\_\_\_\_ Company/ Organization: \_\_\_\_\_

(Please print)

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Address: \_\_\_\_\_

Description of Function:

\_\_\_\_\_

**Date(s) of Function:** \_\_\_\_\_ Time of Function \_\_\_\_\_ to \_\_\_\_\_

Expected attendance: \_\_\_\_\_

Is liquor to be consumed? YES  NO  If yes, please provide (a minimum of 4 days prior to your event) a copy of the liquor license and liability insurance - contact PAL (link on website) so they can obtain. All receipts must be attached to the original on the day of event

Are you an MCA Member? YES  NO  \*MCA Members receive a 10% discount on full facility rentals

### Fees

(Please see backside of contract for fees)

Basic Rental Fee \$ \_\_\_\_\_ Other Charges \$ \_\_\_\_\_

Damage Deposit \$ \_\_\_\_\_ **TOTAL** \$ \_\_\_\_\_

Date damage deposit paid: \_\_\_\_\_ CC  CH  EFT

Date paid in full: \_\_\_\_\_ CC  CH  EFT

## Rental Fees

ROOM	MONDAY-THURSDAY	FRIDAYS & SATURDAYS	SUNDAYS	DAMAGE DEPOSIT *	CLEANING FEE*	WALK AWAY FOR TABLES & CHAIRS (OPTIONAL)
<b>MAIN HALL</b> (Kitchen included)	\$60 per hour + GST Min 2- hour rental	\$90 per hour + GST Min 2- hour rental	\$80 per hour + GST Min 2- hour rental	\$300	\$40 + GST 4 hrs or less  \$60 + GST 5 hrs- 8 hrs  \$80 + GST 8 hrs – 12 hrs	\$125 + GST
<b>FULL FACILITY</b> I.e., private event*	\$1450 + GST (Please contact office)	\$1450 + GST	\$1450 + GST	\$800	\$150 + GST for full day event	\$125 + GST
<b>KITCHEN</b>	\$40 per hour + GST Min 2-hour rental	\$40 per hour + GST Min 2-hour rental	\$40 per hour + GST Min 2-hour rental	\$100	\$45 + GST For rentals up to 5 hours	N/A
<b>BOARD ROOM</b>	\$25 per hour + GST Min 2- hour rental	\$25 per hour + GST Min 2- hour rental	\$25 per hour + GST Min 2- hour rental	\$50	N/A	N/A

Please note all rental fees will be charged GST

\*1 Damage Deposits are calculated based on hours rented for Main Hall. Example: Rentals 5 hours and less are \$200 and rentals 5 hours to 8 hours are \$300 and any rental over 8 hours is a \$800 Damage Deposit.

\*2 A full facility rental includes the hours of 8:00 am – 2:00 am

\*3 The cleaning fee includes: deep clean of all washrooms, mopping, sanitizing of high touch surfaces. Extra fee for deep kitchen cleaning- please contact manager for more information.

### Other Charges Specified:

## Building Use & Access Agreement

The Association agrees to provide the renter access and use of the facility and its rental equipment (tables, chairs, etc.) in accordance with the details outlined above.

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

THIS AGREEMENT EXECUTED on behalf of:

Montgomery Community Association

RENTER

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

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

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Hall Rental Contact: Abi Harker/ David Hoskyn

\*Witness signature: \_\_\_\_\_ Witness Name: \_\_\_\_\_

\* If Renter is an individual, a witness signature is also required

\* Office staff can serve as witness

### TERMS AND CONDITIONS OF RENTAL:

**DEPOSIT:** At the time of booking, the Renter must pay the total damage deposit amount owing. All additional fees must be paid in full 30 days prior to the booking date. All rental fees are subject to 5% GST. Damage Deposit is GST exempt. The Damage Deposit will be refunded to the Renter in whole or in part pending any charges against the Damage Deposit. The Renter will be held responsible and will be required to pay for any loss, breakage, or damage to the Community Centre property. Damage Deposits will be returned within 30 days.

**CANCELLATION:** Cancellation of a rental agreement must be made directly with the office Administration by email. Montgomery Community Association may withhold an administration charge at Management's discretion. If cancellation is less than 30 days prior to the booking date an administration charge of \$100.00 will be withheld from the total amount refunded.

**EQUIPMENT RENTALS:** When renting any equipment from Montgomery Community Association, the approved representative is required to sign for the group renting the equipment and will be responsible for the prompt and safe return of the equipment. **EQUIPMENT IS NOT TO BE REMOVED FROM THE PREMISIS UNDER ANY CIRCUMSTANCES.** Removal of equipment from MCA will be deemed theft and MCA will proceed with legal action accordingly.

**SET UP TIME:** Set up time and take down time is to be within the time allocated in the Rental Agreement. All Full Facility rate rentals are permitted a 2-hour day-before setup time at no additional cost, pending the availability of the Hall. A paid-for rental will take priority over 2-hour day-before setups. Additional set up time may be booked and paid for to extend the no-charge 2-hour day-before setting up, pending Hall availability. MCA reserves the right to charge for early entrance or late exit deemed outside of the Rental Agreement, at the standard hourly MCA rate.

**DECORATIONS:** Decorations must be flame-proof material and care must be taken not to damage surfaces of the facility including paint. Non-damaging temporary tac and sticky- hooks are permitted, providing no surface damage occurs. Do not attach anything to the speakers or speaker mounts in the Main Hall or Lobby. Charges against the damage deposit will be levied to cover repair, replacement or re-aiming of the speakers. No tacks, staples, pins, nails, screws, or high-adhesive tapes are permitted. Masking tape and painter's tape are permitted but must be removed at the completion of the Rental. **No candles, confetti, glitter, or similar substances are permitted.** This includes cellophane circles and equivalent. Charges will be levied against the Damage Deposit for cleanup of these items. No Helium-filled or glitter filled balloons are permitted in the Main Hall. The retrieval of balloons released to the ceiling or caught up in the ceiling fans will be subject to charges against the Damage Deposit.

**ALL DECORATIONS MUST BE REMOVED AT THE COMPLETION OF THE RENTAL.** Staff time will be billed for the removal of decorations.

**OPERATION OF STOVE, MAKEUP AIR AND FACILITIES:** Instructions are provided or posted by MCA which include instructions for the use of the kitchen and the operation of the stove, oven, dishwasher, makeup air and appliances and the building entry system. Please ensure you are aware of the safe operation of the facility prior to the commencement of your rental. Additional staff time may be billed in the event of calls or attendance by staff.

**BUILDING EXTERIOR AND PARKING RULES:** MCA provides ice melt for accessibility to clear the walkway to the entrance to the building before, during and after your event. MCA clears space once every 24 hours, this is available for you to access in times of winter conditions. MCA is not held liable to any damage, loss of property or infractions with your vehicle while in our parking lot. Vehicles may remain in our lot up to 24 hours after your event providing there is not another rental who requires the space. Please be aware of our parking lot boundaries and only park at MCA provided stalls. Handicap stalls must show a valid pass.

**BAR SERVICES:** Bar service is to conclude by 12:00 AM with consumption no later than 1:00 AM. An AGLC Private Resale or Non-sale liquor permit is mandatory and is available at [www.aglc.com](http://www.aglc.com). Liquor purchase receipts must be attached to the original and posted in the service area. Party Alcohol Liability (PAL) insurance is mandatory. It is available at [www.palcanada.com](http://www.palcanada.com). If your organization holds liability insurance, a binder letter naming Montgomery Community Association as loss-payable is acceptable. All permits and insurance documents must be received via email by MCA 4 days prior to the rental date, with original documents to be posted in kitchen day of rental. If permits are purchased by a person or persons other than the Renter, those persons must be included on the Rental contract. **IT IS UNLAWFUL TO HAVE HOMEMADE LIQUOR ON THE PREMISIS. ALL LIQUOR MUST BE PURCHASED BY THE BOOKING PARTY. BYOB IS UNLAWFUL AND NOT PERMITTED.** The facility must be vacated no later than one hour after consumption allowance time. (2:00 AM). **DAMAGE DEPOSIT MAY BE FORFEITED IN THE EVENT OF NON-COMPLIANCE.** MCA recommends that all bar tenders hold Proserv certification.

**MUSIC AND NOISE:** Music must be turned off no later than 1:00 AM. (consumption allowance on the liquor permit) **ANY NOISE BYLAW COMPLAINTS TO CPS WILL BE DEEMED DAMAGES AGAINST MCA AND ARE GROUNDS FOR THE LOSS OF DAMAGE DEPOSIT.**

**CLEAN-UP CHECKLIST:** A cleanup checklist is provided by MCA as part of the Booking Agreement contract. The premises must be left clean and as you found it. All MCA items returned as they were prior to the rental. This includes the building and outside property. Staff time to correct will be billed against the Damage Deposit at a rate of \$50.00 per hour or forfeited of entire Damage Deposit at MCA's discretion. Please see Cleaning Fees for deep clean (this includes cleaning of washrooms, mopping, high touch surfaces.)

**REFUSE MANAGEMENT:** Except for refundable recyclables which may be left behind for use by MCA, all refuse must be properly disposed of according to City of Calgary Commercial Waste Bylaw, effective November 1, 2016. All compostables are to be placed in the GREEN bin, all paper and additional recyclables must be placed in the BLUE bin and all non-recyclable materials must be placed in the BLACK BIN. MCA will charge \$25.00 per bag against the Damage Deposit for improperly sorted material. You may avoid charges by removing your refuse from MCA following your Rental, at your discretion. If you wish to take your own bottles and cans, MCA would appreciate your cooperation.

**PROPER BUILDING CLOSURE:** The Renter is responsible to turn out all lights and makeup air. Main Hall thermostat is to be returned to **18-degree Celsius setting**. The building is to be securely locked prior to leaving. Failure to secure the building is grounds for complete loss of Damage Deposit. No access is granted to our office/MCA staff areas and private spaces. Failure to comply will result in full loss of Damage Deposit.

**DAMAGED AND MISSING ITEMS:** Any damage or loss of items belonging to MCA is subject to charges against the Damage Deposit.

**RULES AND REGULATIONS:** Failure to adhere to the Rental Agreement Rules and Regulations may be subject to charges against or the complete loss of Damage Deposit.

**SMOKING:** MCA is a smoke-free facility. In accordance with the City of Calgary No Smoking Bylaw 57M92, **SMOKING IS NOT PERMITTED IN THE BUILDING AND NOT WITHIN 10 FEET OF DOORWAYS.** Exterior receptacle is provided by the WEST fence. Renter is to provide additional receptacles as required. MCA's Smoking Area is located on the NW exposure where the west and south fences intersect.

**FIRE CODE:** Fire code must be adhered to. Assessed Fire Department fines for false alarms and infractions will be billed to the Renter at a minimum of \$500.00, first offense. Maximum occupancy loads are strictly enforced. Your event will end immediately, and Damage Deposit will be forfeited in addition to minimum \$1000.00 fine if a capacity breach occurs.

**CITY AND PROVINCIAL REGULATIONS:** Renter must comply with all regulations. If there is evidence a bylaw or regulation has been breached, MCA assumes the right to withhold the Damage Deposit and forward any fines and charges levied against MCA directly to the Renter for payment.

**PROMOTIONAL LITERATURE:** Any promotional literature that mentions Montgomery Community Association, MCA or any other reference to the Association must be approved by Montgomery Community Association. Any unauthorized use of MCA naming or branding is subject to loss of Damage Deposit and/or legal action.

**PERSON SIGNING THIS CONTRACT:** Persons signing this contract will be considered by Montgomery Community Association to be the responsible person(s) and will be held responsible for carrying out ALL rules and regulations as stated in this contract and must be in attendance. Please remember to educate all your guests attending with everything listed on these Terms and Conditions.

**LEGAL LIABILITY:** The Renter is solely responsible for all legal liabilities pertaining to alcohol consumption. Montgomery Community Association strongly advises all Renters to hold individual liability insurance coverage for each event.

**INDEMNITY CLAUSE**

\_\_\_\_\_ HOLD HARMLESS (PLEASE INITIAL) The renter agrees to defend, indemnify and hold harmless the Montgomery Community Association and their directors, officers, employees and agents, and subcontractors from and against any and all losses, claims, actions, causes of action, liabilities, injuries, damages, losses or claim arising out of all resulting from any act undertaken or committed by the Renter or any contractors hired by the Renter in connection with the performance of the renters obligations under this contract, except those actions or causes of actions which are due to the gross negligence only, of the Montgomery Community Association or its agents. The provisions of this waiver shall be binding upon the renter and its invitees, successors, employees, agents, errors, executors, administrators, personal representatives, and assigns.

<b>CERTIFICATION</b>	This is to certify that I/We have read this Contract and that I/We understand the above Contract, and Rules and Regulations, and that I/We will abide by and adhere to them all.
<b>SIGNATURE OF RENTER</b>	
<b>SIGNATURE OF SECONDARY RENTER</b>	
<b>SIGNATURE OF MCA REPRESENTATIVE</b>	
<b>DATE:</b>	