



# HIGHLANDS COMMUNITY LEAGUE

www.highlandscommunity.ca

## 2011/2012 Terms & Conditions

### 1. Definitions:

- **Renter** – Individual or Organization identified on the Program and Hall Use Agreement, that is renting the Highlands Community League Facilities for the purpose of offering a program.
- **Facility** – Highlands Community League Lounge, upper floor or lower floor as specified, and all interior furnishings, appliances, fixtures, and other items that are the property of Highlands Community League.
- **Agreement Period** – the exact time frame stated on page one of this agreement.
- **Damage Deposit** - a refundable fee to be submitted to Highlands Community League.

### 2. General:

- Neither Highlands Community League nor any of its officers or directors assume any responsibility, financial or otherwise, for any injury to the renter, the renter's guests or patrons, or any damage or loss of any property of the renter or the renter's guests or patrons, including any claims arising from the dispensing of alcoholic beverages. The Renter shall be responsible for the proper behaviour of all occupants, guests and patrons while entering, occupying or leaving the facility.
- On request, the Renter must provide proof of liability insurance coverage prior to the start of the agreement period. The Renter must have Highlands Community League listed as an additional insured on the Renter's insurance policy.
- The Renter shall have exclusive use of the room for the duration of the Agreement period.
- The Renter is responsible for leaving the facility, grounds, and barbeque (if used), clean and free of garbage and debris.
- The Renter shall use the Facility for only the purpose stated on the Rental Agreement, unless otherwise approved by Highlands Community League. The renter agrees not to engage or show strippers, nude shows, pornographic movies or allow other like activities to take place in the Facility.
- The balance of hall rental fees are required to be submitted on the 1<sup>st</sup> of each month for the upcoming month or in full at the start of the proposed program.
- Tuck/Masking tape is the only tape to be used in the facility and will be removed at the end of the program. The Renter shall not affix nails, screws, hooks, tack or staples of any kind to the walls, floors, ceiling or equipment in the Facility. No rice or confetti shall be used inside the Facility. Helium-filled balloons must be tethered to a stationary object. Flame-proof containers must be used for candles, and no candle may be left burning unattended.
- It is the Renter's sole responsibility to obtain all local or Provincial permits necessary for the duration of the Agreement Period. If liquor is being served, the liquor license must be shown to the Community League Representative at the time of key pickup to ensure that the information is in accordance with the Rental Agreement.
- The Renter shall be aware of the designated "no parking" areas. If these are violated, offending vehicles will receive a ticket and may be towed away at the owner's expense.
- **No smoking is permitted within the Facility.**
- The Renter agrees to monitor the volume of music played during the Rental Agreement Period and to ensure that this is reasonable and that the neighborhood residents are not disturbed.
- Highlands Community League reserves the right to enter the facility during the Agreement Period to ensure that these Terms and Conditions are adhered to.
- Highlands Community League reserves the right to terminate this agreement at any time during the Agreement Period if the Renter is not complying with the Terms and Conditions herein.

**3. Reservation Fee:**

- The damage deposit serves as a reservation fee and must be paid at the time of booking the Facility.
- If the booking is cancelled with notice of more than 30 days, 75% of the damage deposit will be refunded. Within 30 days of the booked date, the deposit is totally non-refundable. In the event that the Highlands Community League receives another booking for the same date after the initial booking has been cancelled, the first party's reservation fee will be refunded.

**4. Damage Deposit:**

- The Renter is responsible for accidental or intentional damage to the Facility for the duration of the Agreement Period, while the Facility is in the Renter's care, custody and control.
- The Facility will be inspected after the Agreement period and a Check-out Report will be prepared. An inspection will not necessarily be conducted immediately prior to each rental. It is the responsibility of the Renter to contact the Bookings Coordinator if the Facility is found to be either damaged or dirty at the beginning of the Agreement period.
- The Damage Deposit funds will be forfeited in whole or in part by the Renter for any damages to the facility and/or equipment either damaged or missing following the Agreement Period. The amount to be withheld will be at the discretion of the Community League and will be equivalent to the costs of either repair, restoration or replacement of the item(s) identified as damaged or missing.
- The Community League reserves the right to charge a penalty fee (minimum \$100.00) for significant violations of these terms and conditions. Such a penalty would be incurred by the Renter and withheld from the Damage Deposit for violations such as (but not limited to): failure to vacate the premises at the agreed upon time; excessive noise or other behaviours resulting in complaints from the neighbours; failure to remove decorations or clean the facility.
- Damage deposit funds will be returned in a timely fashion after the booking date. A written description of any damage and/or penalties and the amount to be withheld will be provided if any funds are being withheld.
- The Renter will be notified and requested to compensate Highlands Community League for damage attributed to the Renter's use of the Facility in excess of the Damage Deposit.

**5. Key Codes:**

- Key Codes will be given to the Renter for the Main Door and the room in which they are using.
- The Renter shall be responsible for the key codes as well as for the security of the facility associated with the use of such key codes.
- The Rental shall not share the key codes with any other persons.

Agreed upon this \_\_\_\_ Day of \_\_\_\_\_, 20\_\_ at Edmonton, Alberta.

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(Highlands Community League)

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(Renter)