

Palliser Bayview Pumhill Community Centre

COMMUNITY HALL USE AND RENTAL TERMS AND CONDITIONS

(Effective December 1, 2020)

1. General

- a. The Palliser Bayview Pumhill Community Association ("PBPCA") Community Hall ("Hall") must remain accessible to the PBPCA Board of Directors, and other staff at all times.
- b. The PBPCA reserves the right to approve or deny use of areas based on the terms of the PBPCA's lease with the City of Calgary, the PBPCA's Vision, Mission Statement, and Values, and mandated use of the Hall. Access may be denied in the event that the proposed use is deemed to be inappropriate for reasons including but not limited to:
 - i. Conflicts with the PBPCA lease with the City of Calgary
 - ii. Conflicts with the PBPCA mandate
 - iii. Causes undue disturbance to other occupants in the building and/or neighbouring residents
- c. The Palliser Bayview Pumhill Community Association and its Board of Directors reserves the right to cancel, without notice, any event in the Hall upon any breach of any of the terms and conditions of this agreement.
- d. The Association also has the authority to remove or have removed any persons from the facility or property if it is felt that any part of this agreement has been contravened, or that the facility is not being 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, the Calgary Police Department, and the City of Calgary; or that the above list of Rental Conditions are not being met.
- e. A "call-out" fee of \$100.00 will be charged if any staff, board member, representative, or agent of the PBPCA is called out for any reason during an event.

2. Booking Procedures:

- a. Please refer first to the PBPCA website (<http://pbpccommunity.ca/hall-rentals/>) for hall availability information and all general enquiries and information.
- b. If you wish to proceed with a booking, please contact our administrator in the office. Your request will be reviewed and you will be contacted as soon as possible to confirm your booking.
 - i. Upon confirmation, please be prepared to pay a holding deposit (25% of full rental amount) OR payment in full.

1. If confirmation deposit is made by cheque, and the cheque is NSF, the booking will be deleted and the renter agrees to pay to the PBPCA a \$75 NSF charge.
- c. Your booking will then be confirmed. Payment in full, including damage deposit, is then required no less than 10 business days in advance of your event. Final completion of all paperwork is due at the same time. Access arrangements will also be finalized at that time.
 - i. Failure to provide payment as such will result in cancellation of the event and forfeiture of the confirmation deposit.
 - ii. If final payment is made by cheque, the renter agrees to pay to the PBPCA a \$75 charge for any NSF cheques.
 - d. "Tentative" bookings are not accepted.
 - e. Cancellation by renter: Deposits are fully refundable if cancellation notice is provided 30 days or more in advance of the rental. If cancellation is made less than 30 days in advance of the rental date, the deposit is non-refundable. If payment has been made in full, it will be refunded less the appropriate deposit withholding.
 - f. Damage deposit: A damage deposit in the form of a cheque will be required (\$250). Should damages exceed the amount of the damage deposit, the renter agrees to pay the cost of repairs to the facility, equipment, materials, and/or supplies over and above the amount of the damage deposit. If necessary, action will be taken against the renter's insurance to recover these additional damages. The renter agrees to indemnify the PBPCA for any costs incurred in excess of the damage deposit to restore the facility, equipment, materials, and/or supplies to the condition in which the renter received them.
 - i. Damage deposits can only be paid by cash or cheque. No other form of payment will be accepted.

3. Rental

a. PBPCA Responsibilities

- i. Access: The PBPCA will provide to the Renter reasonable access to the building and property at the agreed upon start time of the renter's event.
- ii. Availability: The PBPCA will provide that portion of the hall booked by the renter in a clean and ready state for the renter's event.
- iii. Disclosure: The PBPCA will advise the renter of any temporary and/or emergency structural or operational issues with the building, property, furnishings, and/or equipment.
- iv. Preparation: The PBPCA will have ready and available for the renter's use all agreed upon furnishings, equipment, materials and supplies which are within the PBPCA's purview to provide. All such items will be readily available and clearly visible.
- v. Setup & Takedown: The PBPCA will *not*, as a matter of course, set up and/or take down tables, chairs, etc. before and/or after an event.

- vi. Emergencies: The PBPCA will provide the renter with a list of contacts in the event of any emergency during the course of the renter's event.
- vii. Rental Refund: If, for any reason, the PBPCA is unable to honour any bookings, all monies paid by the renter will be fully refunded.
- viii. Damage Deposit Refund: The PBPCA will return the renter's damage deposit, less any withholdings, within fourteen (14) days of the completion of the renter's event.

b. Renter Responsibilities

- i. Terms: The renter agrees to abide by all terms and conditions of this rental agreement.
- ii. Nature of event: The renter agrees that only the function as described in this rental agreement will take place.
- iii. Sublet: The renter will not sublet or assign the Hall or any right or privilege associated with the Hall to any other party, nor will the renter allow any other person except guests, agents, or employees of the renter to occupy the hall.
- iv. Laws: The renter (and all users, guests, and persons in relation to the use) will adhere to all current City of Calgary Bylaws (non-smoking, noise, etc.) as well as all Municipal, Provincial, and Federal laws, statutes, ordinances, bylaws, and regulations related to the use and occupancy of the building.
 - 1. Violation of any of these will result in forfeiture of the damage deposit. The renter is also responsible for any fines or other penalties levied should there be any contravention of any of these laws, statutes, ordinances, bylaws, or regulations. The renter shall also be responsible for any costs associated with false fire and/or security system alarms, plus an additional call-out fee of \$500 payable to the PBPCA.
- v. Permits: The renter is responsible for acquiring and properly posting or displaying all required permits. If liquor is to be served at the event, the renter is responsible for acquiring the appropriate liquor permit and abiding by all terms and conditions of said permit. Failure to acquire these permits will result in cancellation of the event and forfeiture of the damage deposit. The PBPCA reserves the right to require security at the event should alcohol be served.
- vi. Insurance: The Commercial General Liability insurance carried by the PBPCA protects only the PBPCA. It does NOT extend to provide coverage to renters. Renters are responsible to protect themselves against any bodily injury or property damage arising from their activities or from renting the Hall. Therefore, the renter is required to provide proof of adequate insurance for the event. Said insurance must name the PBPCA as "additionally insured" and must provide a minimum of \$1,000,000 liability. This can take the form of homeowners insurance (for individuals) or commercial general liability insurance (for corporations or businesses); however it is very strongly recommended by the City of Calgary, the Federation of Calgary Communities, Toole Peet Insurance, and the PBPCA that renters secure appropriate Special Event Insurance. This can

be purchased through your current insurance provider or PAL Insurance (<https://www.palcanada.com/en/>)

- vii. The renter agrees to save, indemnify, and hold the PBPCA, the Federation of Calgary Communities, and the City of Calgary harmless from any and all legal liability for bodily injury or death or property damage arising by, or as a result of, the use and occupancy by the renter of the facilities, no matter how caused.
- viii. The renter further agrees to waive any right to recovery against the PBPCA for any loss or damage incurred to the renter's property (or that of any other party, including but not limited to caterers, musicians, entertainers, food/alcohol servers, etc.) during the term of this agreement, and the PBPCA specifically states as a term of the agreement that it is not liable for any loss or damage incurred.
- ix. Care and Condition: The renter is responsible for any loss or damage to PBPCA property occurring during the rental. All fixtures, furnishings, and equipment at the hall are property of the hall and are not to be removed. Missing, broken, or damaged contents are the responsibility of the renter, as are any damages to any element of the building. The renter agrees to pay any additional charges for any missing, broken or damaged contents or building elements.
- x. Decorations: Decorations must be affixed in such a way that they can be removed without leaving any evidence of their presence. Painter's tape, museum putty, or other non-marking and non-damaging means are the only acceptable means of affixing decorations. Thumbtacks, nails, etc. are not acceptable. Any repairs required as the result of improperly affixed decorations are the responsibility of the renter, and renter agrees to pay for any such required repairs. Confetti, glitter, rice, etc. are not to be used in the hall. Any candles used must be in non-flammable, drip-proof candle holders.
- xi. Clean-up: The property must be fully returned to the condition in which it was delivered to the renter on the day of the rental. Next-day clean-up and/or removal of materials is not an option. All decorations must be removed. All debris and garbage must be removed and placed in the designated bin. All catering equipment and leftover food and beverages must be removed. All alcohol must be removed. All counters and sinks must be rinsed and wiped. Appliances (if used) must be cleaned. Floors must be swept, and every reasonable effort must be made to clean up debris from floors.
- xii. Time and Materials: The renter must book sufficient time to allow for set-up prior to and clean-up following the event. Equipment and material may not be delivered to the PBPCA Hall prior to the booked time unless special permission has been granted in advance. All equipment and material belonging to the renter or anyone hired by the renter (caterers, musicians, etc) must be removed immediately following the event. The renter agrees to pay the publicly stated hourly rental rate for each hour of occupancy after the expiry of the rental agreement. The PBPCA reserves the right to remove any equipment and

material which has not been removed by the renter, takes no responsibility for the condition of any such items, and accepts no liability for any equipment or material which has not been properly and punctually removed by the renter.

- xiii. Capacity: The renter must abide by the maximum occupancy capacity determined by the Annual Fire Inspection Certificate. This capacity includes all persons present during the event. Renters must not exceed the posted capacity in order to comply with the Fire Marshall. The renter will be responsible for any fines incurred should an official inspection take place during their event.
- xiv. Lockup: The renter is responsible for leaving the building properly secured upon completion of the event. Should any damage or losses occur as a result of the renter's failure to do so, the renter shall be responsible for any and all such losses or damage.
- xv. Key Return: The renter is responsible for depositing all keys received from the PBPCA into the black mail box located by the entrance to the main hall immediately following completion of the renter's event. Should keys not be returned immediately following the event, \$100 shall be withheld from the damage deposit.
- xvi. Parking: Parking is to be confined to the PBPCA Hall parking lot and adjacent street parking (if required). Please do your utmost to respect the rights of our immediate neighbours to the peaceful use and enjoyment of their property.
- xvii. Behaviour: Inappropriate behaviour on the part of the rental participants may result in the cancellation or cessation of the event at the discretion of the PBPCA without refund. Inappropriate behaviour includes but is not limited to: the obstruction of exits, doorways, or passages; wilful destruction of and/or damage to the PBPCA facilities, property, and/or equipment; failure to abide by the PBPCA rental policies, procedures, and/or agreement; perceived danger to participants, guests, volunteers, or staff.
- xviii. Post-Occupancy: The PBPCA will conduct an inspection of the facility after the renter's use. Should extraordinary cleaning be required to return the property to the same condition as when delivered to the renter, basic custodial charges as can be performed by PBPCA staff will be debited from the damage deposit at the rate of \$50/hour. Extraordinary cleaning requiring third-party service providers will be debited from the damage deposit at the cost to the PBPCA plus 10%. Should such additional cleaning requirements exceed the amount of the damage deposit, the renter agrees to pay the PBPCA any additional amounts required.