

Exshaw Community Association Commercial Kitchen Rental Agreement

This agreement made this _____ day of _____, 2017.
Between:

EXSHAW COMMUNITY ASSOCIATION
PO Box 37 Exshaw, AB T0L 2C0
Kitchen Bookings: rentals@exshaw.ca
Facility information and calendar: exshaw.ca
STREET ADDRESS: 24 Heart Mountain Drive
Telephone 403-673-3999
(Hereinafter referred to as the "Owner")

ECA Checklist	
Agreement Signed	_____
PALS Insurance	_____
Liquor License Copy	_____
Subcontract Liab Ins	_____
Food Safety Cert	_____
Invoice #	_____
Pymt & Deposit Rec'd	_____
Key Set #	_____
Hall Cleaned After	_____
Logs Completed	_____
Keys Returned	_____
Damage Deposit Return	_____

and _____ of _____ Telephone: _____ Email: _____
(Name) (mailing address)
(Hereinafter referred to as the "Renter")

Renter must be present, available, and able to carry out the responsibilities of the event.

1. Term of Rental:

The Renter desires to rent from the Owner the Exshaw Community **Centre Commercial Kitchen** (the "Facility") Date(s) _____ Time(s) _____, (the "Rental Period") and the Owner is in agreement with the Renter using the Facility for the purpose of _____ (the "Function"), with maximum **10** people in the kitchen.

2. **Rights and Responsibilities of Renter:** The Renter agrees to use the Facility only for the Function as indicated above, during the agreed upon Rental Period, and further agrees to comply with the Schedule "B" Conditions of Use outlined in this agreement.
3. The Renter will, at all times, indemnify and save harmless the Owner, and its directors, officers and agents, from and against all actions, claims, demands, suits, proceedings, damages, costs (including without restricting the generality of the foregoing, legal costs on a solicitor/client basis), and any further associated expenses that have been brought, made or incurred by or against the Owner, and its directors, officers and agents, by reason of, or arising out of, or in any way related to the Facility by the Renter, its agents, employees, invitees or contractors except where the action, claim, demand, cost or expense was caused by intentional acts or gross negligence of the Owner.
4. This agreement may not be assigned, in whole or in part, by the Renter without the express written authorization of the Owner.
5. The Renter will not permit any damage to occur to the Facility and will leave the premises in the same condition or substantially the same condition as when the Renter entered the Facility for the function.
6. In the event the renter is a caterer it is the responsibility of the Renter, at its sole cost and expense, to arrange for and ensure that that it has and provides a copy of their own \$2,000,000 General Public Liability Insurance and, if applicable; Safe Food Handling certification
8. It is agreed by the Renter that it will sign and provide to the Owner at the time of execution of this Agreement, an Acknowledgement and Waiver, in the form attached hereto as Schedule "A".
9. **Rights and Responsibilities of Owner:** During the Function, the Owner will permit the Renter to use the Facility for permitted activities and for no other purpose whatsoever, subject to the terms and conditions set forth herein.
10. The Owner will retain control of the Facility and the Owner will not unreasonably interfere with the Renter's use and enjoyment of the Facility. The Facility will be available to the Renter's agents and employees in accordance with the policies of the Owner relating to such use.
11. In the event the Renter undertakes or permits any activity within the Facility or the Facility Grounds, which activities may be a nuisance or cause property damage or may cause personal injury, or in the event the Renter is in default of any of the terms and conditions herein, the Owner may terminate this Agreement forthwith immediately.
12. The Owner, its directors, officers and agents will not be liable for any theft, loss or damage of property of the Renter, its agents and employees, however caused.
13. **Payment of Rent:** The Rental Amount is due in cash, PayPal or by cheque at the time of booking. Rent, as agreed upon between Owner and Renter, is as follows:

Type of Function	Rental Amount	Amount Owing
Daily Rates: Commercial Kitchen - Full Day Commercial Kitchen - Part Day (up to 4 hrs) Member Rates: Commercial Kitchen - Full Day Commercial Kitchen - Part Day (up to 4 hrs)	\$120/day \$70/ part day \$110/day \$60/ part day	Full rent is due at time of booking Ongoing renters will be invoiced monthly, with payment due in advance
Damage Deposit -	\$500	As a separate cheque, returned after the event if all is satisfactory Due by 21 days before the Rental Date
Proof of \$2,000,000 General Public Liability Insurance and, if applicable Safe Food Handling certification		Renter to supply copies if applicable Due by 21 days before the Function
Total Due: Rental Damage Deposit		Due Now Due (date)

14. **General Provisions:** The terms and conditions set forth herein constitute all of the terms and conditions of this Agreement, and there are no terms, conditions, covenants, agreements, representations or warranties, either express or implied, arising between the parties hereto except as expressly set forth herein.

15. This Agreement will endure to the benefit of and is binding upon the parties hereto, their respective heirs, and successors and permitted assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

EXSHAW COMMUNITY ASSOCIATION, by its authorized representative per: _____

Witness _____ RENTER _____

Witness _____ RENTER _____

The Exshaw Community Association, a non-profit organization established in 1975, is a volunteer-driven neighborhood society, and the Exshaw Community Hall is a year-round gathering place for our community.

Schedule 'A' Acknowledgement and Waiver

Renters, as defined in the Agreement dated _____, 2017, herein acknowledge that it is their sole responsibility for obtaining all necessary liquor permits, required licenses and Host Liquor Liability Insurance for the Function, as defined in this agreement.

It is understood by the Renters, their agents, employees, invitees or contractors that no alcoholic beverages will be consumed on the premises or the surrounding grounds of the Owner, without first obtaining the prior written consent of the Owner.

In the event that the Owner has provided consent to the Renter, their agents, employees, invitees or contractors for alcoholic beverages, of any kind, to be consumed on the premises or on the premises grounds, the Renter acknowledges that it will purchase from a licensed insurance agent or broker a Party Alcohol Liability Insurance Policy in an amount not less than \$2,000,000.00 and shall name as an additional insured, the Exshaw Community Association under such policy. The renter agrees to provide to the Owner, or its representative, a Certificate of Insurance evidencing the coverage within twenty one (21) days of the function, as defined in the Agreement.

It is further agreed that at all times the Renter, without limitation, indemnify and save harmless the Exshaw Community Association, its directors, officers and agents, volunteers and all other representatives from and against all liability, claims, actions, losses, costs and damages arising out of actions or omissions of the Renter.

Dated this _____ day of _____, 2017, Exshaw, Alberta

EXSHAW COMMUNITY ASSOCIATION, by its authorized representative per: _____

Witness _____ RENTER _____

Witness _____ RENTER _____

The Renter acknowledges, by its initials, that alcohol will be served or consumed at the Function.

_____ **OR**

The Renter acknowledges, by its initials, that alcohol will NOT be served or consumed at the Function. If alcohol or evidence of alcohol is found on the premises during or after the event, the damage Deposit WILL NOT be refunded.

Liquor Special Event License can be purchased through Alberta Gaming and Liquor Commission (1-780-447-8846) for private functions where alcohol is being served (private non-sale license is \$10 and private resale license is \$25).

Party Alcohol Liability Insurance (PAL) is available through insurance agencies, a local agency is: Rocky Mountain Agencies, Banff (403-762-2295) attention Brenda or Dean or AMA Insurance

Safe Food Handling training is available online: <http://www.albertahealthservices.ca/EnvironmentalHealth/wf-eh-home-study-food-safety.pdf>

Kitchen Maximum Capacity (based on fire inspection safety):

- 1. Maximum 10 people

The following conditions apply to the rental of the Exshaw Community Centre Commercial Kitchen owned and operated by the Exshaw Community Association (ECA). In these conditions the rental permit holder is referred to as the 'Renter' and the Exshaw Community Association as the 'ECA'.

1. Full rental payment must be received upon receipt of booking Invoice. 21 days prior to the date on the Rental Agreement damage deposit and the following must be received;
 - a. any caterer must have and provide copies of their own **\$2,000,000 General Public Liability Insurance** and, if applicable; **Safe Food Handling** certification,
 - b. if applicable, the renter's **\$2,000,000.00 Party Alcohol Liability Insurance** co-insuring **Exshaw Community Association** and **Liquor Special Event License**,Failure to submit payment, Damage Deposit, proof of insurance(s) and if applicable, liquor license and certification will result in rental cancellation. Cancellation by renter must be a minimum of 30 days in advance of the event to receive a full refund, after this the renter will be assessed 50% of the total rental cost.
2. Do not park **vehicles** in the alley - this is a 5 minute loading and unloading zone only. Please respect **handicap access/parking** in front of hall.
3. The key will unlock the main kitchen entry, you can access the main floor washroom through the community hall. Upon departure, all doors must be securely shut and locked. Do not duplicate keys.
4. There may be renters for the adjacent Community Hall at the same time as your kitchen rental - in that case you must **work quietly** to prevent disturbing the other renters and use discretion when you go through the Community Hall to access the main floor washroom in the back hallway.
5. **NO SMOKING** in Exshaw Community Hall. Please do not toss cigarette butts into gravel and grass or butt them on concrete walls. Use ashtray outside to extinguish cigarettes/cigars.
6. Do not block inside exits or exceed kitchen capacity of **10 people**. **Parents** please do not leave **children** unattended inside or outside the facility.
7. Note location of **fire extinguishers** (one between back hall and kitchen doors, one in front entryway) and **first-aid kit** in kitchen. Respect fire regulations. Use only painter's tape or rubber gum on walls. Do not use tape on ceiling tiles. **Candles** are **NOT** allowed due to fire regulations.
8. Do not prop doors open to ventilate as too many flies/moths/mosquitoes/rodents/leaves and dust enters. The switch to activate the exhaust fans is located on the north wall.
9. NO Deep Frying is allowed in this facility.
10. The Calgary Health Region requires **Safe Food Handling** certification for any professionals or volunteers preparing food on the premises and that you record details of your cleaning and/or any pest control activities in the **Log Book** located in the kitchen by the first aid kit.
11. Scrape dishes before placing in **dishwasher**. Follow directions posted on the wall above the dishwasher. Clean dishwasher filter after it is drained. Disinfect all kitchen equipment and appliances as per posted instructions.
12. **Commercial renters** must provide your own cooking equipment and utensils. Appliances are available during your rental period only. You may not store **any** supplies or equipment in the facility.
13. **Member or Wedding rentals** may use the facility cooking and preparation equipment as well as place settings, glassware and cutlery. Burgundy table cloths are also available (Ivory Table cloths are for Funerals Only) and must be laundered and returned before the post rental walk through. Stack facility equipment and **dishes** in their designated bins.. Table Cloths, Tea Towels and Dish Cloths to be returned clean with hall keys.
14. Do not allow mess to accumulate in **kitchen hand-washing sinks**. Disinfect all kitchen utensils, dinnerware, pots and pans as per posted instructions. Leave stoppers at all sinks.

15. Renter **must clean the kitchen** unless, in the case of necessity, this service is **pre-arranged**. Always clean up spills immediately, sweep and mop the floors, use the cleaning products and supplies provided in the kitchen closet. and below the sinks. Clean brooms and shake mop outdoors well away from the building. **Renter shall leave kitchen squeaky clean, tidy, and attractive for the next users.** Renter must clean up grounds and remove all **garbage and** recyclables from premises and place clean garbage bags in all waste containers. Do not litter grounds with foodstuffs as the smell attracts **pests/predators**. **NO recyclables may be placed in any MD waste bins - they must go to the appropriate recycle bins beside the Exshaw Fire hall on Mt. Allen Drive.**
16. **Pre-Arrange your post-rental inspection.** Upon **departure** ensure stove burners/ovens are turned off, bathroom is cleaned, all lights are turned off, exhaust fans are turned off, and all doors are locked. Don't take anything that does not belong to you and return keys ASAP.

USE RESPECT, THANK YOU & ENJOY!