

# SHERWOOD PARK 55 PLUS CLUB RENTAL AGREEMENT

50A Spruce Avenue  
PO Box 79065  
Sherwood Park, AB  
T8A 2G1  
780-467-8389

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**SHERWOOD PARK 55 PLUS CLUB** (hereinafter referred to as the "Operator") operating under a license agreement with Strathcona County (hereinafter referred to as the "Owner")

AND

\_\_\_\_\_ (hereinafter referred to as the "Renter")

- TERMS OF RENTAL:** The Renter desires to rent, from the Operator, the Activity Centre (the "Facility") from \_\_\_\_\_, 20\_\_\_\_\_ to \_\_\_\_\_, 20\_\_\_\_\_ (the Rental Period) and the Operator is in agreement with the Renter using the Facility for the purpose of \_\_\_\_\_ (the "Function").
- RIGHTS AND RESPONSIBILITIES OF THE RENTER:** The Renter agrees to use the Facility only for the Function as indicated above during the agreed upon Rental Period.
- The Renter will, at all times, indemnify and save harmless, the Operator, and its directors, officers and agents, and 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 Operator, and its directors, officers and agents, and 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 of gross negligence of the Operator and/or the Owner.
- This Agreement may not be assigned, in whole or in part, by the Renter without the express written authorization of the Operator.
- 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. **The Renter acknowledges that LIQUOR MAY NOT BE SERVED. This is punishable by law.**

\_\_\_\_\_ Date: \_\_\_\_\_

7. **The Renter acknowledges that SMOKING IS NOT PERMITTED. This is punishable by law.**

\_\_\_\_\_ Date: \_\_\_\_\_

8. The Renter further acknowledges that failure to enforce either items 6 or 7 may result in forfeiture of the damage deposit.

9. The Renter acknowledges that this agreement is for the use of the main meeting room only and does not include the use of the pool room or the library.

10. **RIGHTS AND RESPONSIBILITES OF THE OPERATOR:** During the Function, the Operator will permit the Renter to use the Facility for the permitted activities and for no other purpose whatsoever, subject to the terms and conditions set forth herein.

11. The Operator will retain control of the Facility, and the Operator will not unreasonably interfere with the Renter's use and enjoyment of the Facility. The Facility will be available to the Renter's agents, servants, employees and invitees, in accordance with the policies of the Operator relating to such use.

12. 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 Operator may terminate this Agreement forthwith immediately.

13. **The Renter acknowledges that this agreement is for the Facility ONLY** and does not permit the use of the Community Hall (Log Cabin), the Bocce Ball Courts, or the Baseball Diamonds.

14. The Operator, its directors, officers and agents, and the Owner, its directors, officers and agents, will NOT be liable for any theft, loss or damage of personal property of the Renter, its agents, employees, servants or invitees, however so caused.

15. **PAYMENT OF RENT:** The balance of the Rental Amount is due on the date of the Function and should be provided to the Representative of the Operator upon request. **PLEASE NOTE: THE RENTAL MUST BE A MINIMUM OF 2 HOURS.** The minimum 2-hour Rental deposit (\$70.00) is due upon the acceptance of the Agreement and is non-refundable unless the Rental is cancelled within 21 days of the date of the Rental. This Rental deposit will be cashed on the day that the Rental is confirmed and the contract is signed.

- 16. **NSF PAYMENT:** A fee of fifty dollars (\$50.00) will be added to the Rental Amount if a Rental payment is returned NSF.
- 17. **DAMAGE DEPOSIT:** A one hundred dollar (\$100.00) damage deposit is to be given upon acceptance of this Agreement. The damage deposit is to cover the cost of any damaged or missing items, damage to the Facility itself or if the Facility is not left in acceptable condition. The damage deposit will be returned to the Renter at the end of the Function once the Representative of the Operator is satisfied that all of the conditions of the Facility have been met.
- 18. **RENT:** As agreed upon between the Operator and the Renter is as follows:

<b>TYPE OF FUNCTION:</b>	
<b>START OF FUNCTION TIME</b>	
<b>END OF FUNCTION TIME</b>	
<b>TOTAL HOURS @ \$35.00 PER HOUR</b>	
<b>RENTAL AMOUNT</b>	\$ _____
<b>RENTAL DEPOSIT</b>	\$ <b>70.00</b>
<b>TOTAL AMOUNT OWNING</b>	\$ _____
<b>DAMAGE DEPOSIT</b>	\$ <b>100.00</b>

- 19. **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.
- 20. This Agreement will ensure to the benefit of and be 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 this day and year first above written:

**SHERWOOD PARK 55 PLUS CLUB by its Authorized Representative:**

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

**Renter:** \_\_\_\_\_

**Renter:** \_\_\_\_\_

## **Sherwood Park 55 Plus Club – Rules and Regulations**

- All rentals are a minimum of 2 hours. Rentals are only available Tuesdays from 5 pm to 11 pm, Saturdays from 9 am to 4 pm, and Sundays from 9 am to 11 pm. All functions must be completed by no later than midnight. The facility has a capacity of 110 people.
- Please ensure sufficient time is booked for the setup/cleanup of the event.
- To cancel event, written cancellation 21 days prior to the event date is required so that the club may attempt to find a replacement renter and return your rental deposit.
- During all events, 2 club members will be present during the event to open and close the doors to the renter and for security purposes only.
- No alcohol or smoking is permitted on the premises at any time.
- The pool room and library are OFF LIMITS to all renters.
- The use of the PA system is included with the rental.
- All pathways to entrance and fire exit doors must be kept clear of any and all obstructions at all times.
- No blow-up castles or gym equipment is permitted in the hall.
- All setup and cleanup is the responsibility of the renter. This includes stacking the chairs and tables, the floors being swept and mopped, etc.
- The kitchen in the hall is NOT zoned for commercial use. Therefore, no raw foods may be brought in with the intent to cook or prepare it. The stove may be used to keep food warm or hot and the refrigerator and freezer may be used to keep food cold.
- The use of the coffeemaker or percolator is permitted but coffee, tea, sugar and cream will NOT be provided by the hall.
- The hall does recycle items where possible. Please ensure you have rinsed soiled paper, foil, plastic, glass and Styrofoam before placing in the blue bag. All other items must be placed in a black garbage bag and taken to the garbage container situated outside in front of the Log Cabin.
- The contact person for all bookings is:

**Doreen Tauber      780-416-0570**

### **I HAVE READ AND I ACKNOWLEDGE THE RULES AND REGULATIONS**

**Renter:** \_\_\_\_\_

**Renter:** \_\_\_\_\_