

# Rental Agreement Form

## Oaklands Community Association - Rental Agreement Form

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<b>Contact name:</b>	
<b>Event date and time:</b>	

### Booking Payment procedure (Required):

A \$50 non-refundable deposit is due at the time of booking (this will be considered a portion of the full payment). Full payment is due no later than 5 business days prior to the rental date but can also be paid at the time of booking. If there are multiple rental dates, payment for each one must be made at least a week in advance, or all bookings can be paid for prior to the first rental date. Payment can be made via RecDesk, Credit card over the phone or at the community centre during regular business hours.

Full refunds minus \$50 will be given to cancellations within 1 week (5 business days). No refunds will be given within the week (5 business days) of the booking.

*\*\*If your event requires extensive cleaning or preparation, renters must book additional time to account for this, or potentially be charged additional in cleaning fees if area is not returned to its regular condition\*\*.*

Please tick to acknowledge you have read above

### Set Up and Take Down (Required):

The renter along with the help and supervision of an Oaklands Association attendant will proceed to clear and set up the room according to centre specifications. At the end of the rental, again with the aid of an Oaklands' Attendant, the Renter will restore the room(s) to its natural appearance. If you require additional time to clean the space, please include that in your rental times and confirm that extra time is available with the Rental Manager. *\*\*Please note, our CA Staff is not responsible for heavy duty cleaning of your event, if the renter fails to return the rented area to its original clean condition, a fee will be charged, in correlation with size of the mess, debris cleaned, and duration of stay\*\*.*

Please tick to acknowledge you have read above

### Cleanliness (Required):

**FLOORS** - Wet and dry spills and spot wiping are the responsibility of the renter. The renter is required to do a full sweep of the floor at the end of the rental and wet mop the floors if needed.

A broom, mop & pail will be provided.

**WASHROOMS** - The renter is required to perform a basic, general wipe-down of the sink and fixtures as required and empty the garbage (see below). Cleaning supplies will be provided.

**KITCHEN** - Oaklands requires that the kitchen be returned to the state of cleanliness it was presented to the renter at the beginning of the rental. Where dishes and utensils are used, please clean all dishes and equipment, put through sanitizer and air dry before returning to their proper location. Please allow an extra 30 minutes in your clean up if you plan to use the kitchen and kitchen equipment.

Please tick to acknowledge you have read above

### Garbage (Required):

Please ensure you separate all recycling and compost from garbage. Separate containers are available for compost, paper/cardboard, and plastics/metals/glass. Renters may leave one bag of garbage, but all other garbage in excess of one bag must be taken with you. Compost must be left in appropriate containers in courtyard. Please put all other recycling put in the appropriate containers in the courtyard as well.

Please tick to acknowledge you have read above

### Noise By-Law (Required):

Oaklands Community Association strictly adheres to the City of Victoria's Noise By-Law, which is in effect between 11:00pm and 8:00am. Common sense and respect for residents neighbouring Oaklands Community Centre is required at all times. After 10pm, please ask attendees to remain inside the Centre and close all windows and doors and lower noise in Centre.

Please tick to acknowledge you have read above

### Smoking Not Allowed (Required):

Oaklands Community Centre is a non-smoking facility. Please also note:

Victoria bylaw "you may not smoke in playgrounds, community or municipal parks and playing fields. You are also

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*not permitted to smoke within 3 metres (almost 10 feet) of any doorway leading into any public places. This includes cigarettes, cigars, pipes & e-cigarettes."*

Please tick to acknowledge you have read above

## **Parking (Required):**

*Plenty of street parking is available in the neighbourhood surrounding our facilities. Please do not park on yellow lines at any times. Please only park on white lines when advised. Please do not park in residential areas. Parking on school property is strictly prohibited. The gate to the school property can be unlocked to drop-off, or pick up heavy equipment for short periods at the beginning or end of your rental. Please notify us 48 hours ahead of time if you require this type of access for a vehicle at the start or end of your rental.*

Please tick to acknowledge you have read above

## **Fire Hazards (Required):**

*All candles, open flamed lamps, sparklers or other forms of fireworks are strictly prohibited.*

Please tick to acknowledge you have read above

## **Withholding Agreement:**

*The party and/or (group) understands that if ANY of these agreements are broken, they will forfeit their \$100 damage deposit in its entirety. If extreme damage is done, or extensive cleaning is required, an additional fine may be levied.*

Please tick to acknowledge you have read above

## **Rental Terms and Conditions (Required):**

*(The individual, Group or Organization, shall hereinafter be referred to as the "Renter".) The Oaklands Community Association (OCA) requires that the Renter accept the following terms and conditions. Failure to do so may result in retention of the damage deposit.*

*The Renter agrees to:*

- 1. Pay fees levied according to this agreement;*
- 2. Adhere to all terms of this Agreement as otherwise it may be cancelled or withdrawn at any time;*
- 3. Be aware that the time this is confirmed on the renter's contract is the entire time the Facility will be available. If more time is required for set-up/clean-up, please indicate so when booking the Facility;*
- 4. Report all damages immediately to the OCA;*
- 5. Be responsible for any damages incurred through use of the Facility (to be deducted from the damage deposit or billed to the Renter if damage is in excess of \$100) and assume any cost over and above the normal contracted services (ie: additional clean up, security or maintenance);*
- 6. Ensure all activities covered in this Agreement are under the immediate supervision and control of a competent and trustworthy adult (19 years of age or older) who will personally supervise the Facility during the rental;*
- 7. Accept reasonable direction from OCA employees in charge of the premises and treat such employees with respect;*
- 8. Use the Facility in a safe, responsible manner, adhering to the City of Victoria Noise By-Law;*
- 9. Use the Facility only for the purpose indicated on the Rental Agreement;*
- 10. Acknowledge that only the equipment specified in the written agreement will be provided;*
- 11. Abide by additional conditions for use specific to the Kitchen and its equipment, should the kitchen be utilized;*
- 12. Comply with Municipal Fire Regulations and By-Laws including smoking regulations, seating capacities and exit clearances;*

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13. *Inform, to the best of his/her ability, all those associated with the rental of the Facility, the Terms and Conditions of Use, Regulations and Cancellation Policy;*
14. *Not assign any of the rights granted by this Agreement to any other user;*
15. *Agree that there will be no illegal substances used or brought on site, including OCA and Oaklands Elementary School property;*
16. *Provide a copy of a Special Occasion License to the OCA and post original on site during the rental, where alcohol will be served or sold;*
17. *Acknowledge that the OCA and/or the City of Victoria is/are not responsible for loss or damage to property left on the premises by the Renter, its agents or servants;*
18. *Allow the OCA to enter and inspect the premises and make any alterations, repairs or additions that, in its opinion, are necessary for the safety of patrons and structures on the premises. The OCA shall not be liable to the Renter for any damage, direct or consequential, caused by such an inspection or works undertaken by the OCA;*
19. *Acknowledge that any games of chance, including lotteries, raffles, bingos and casinos, will not be held on the premises unless proper permits are obtained. Copies of permits must be provided to the OCA at least five (5) working days prior to the rental date. Failure to do so may result in termination of this agreement;*
20. *Use the Facility at their own risk and shall assume all risks and hazards incidental to the use of the Facility and agrees to release, dissolve, save harmless and indemnify the OCA and the City of Victoria, their employees and representatives from and against all claims, actions, costs, expenses and demands with respect to the death, injury, loss or damage to personal property howsoever caused, arising out of or in connection with use of the Facility;*
21. *Maintain, at their own expense, a minimum of \$2,000,000 public liability insurance against claims of personal injury, death, property or equipment damage occurring in or about the Facility;*
22. *Acknowledge that the OCA reserves the right to cancel or alter all rental arrangements at any time with or without cause and no claim may be made against the OCA;*
23. *Acknowledge that the OCA has priority use over all Oaklands Community Centre and Oaklands Neighbourhood House spaces; and*
24. *Acknowledge that the OCA may request that your group use a different room on the day of your rental, should the need arise. Any misrepresentation on the part of the Renter will render this permit null and void.*

**Signature (Required):** \_\_\_\_\_

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

*The applicant hereby indicates that he/she has read the RENTAL TERMS & CONDITIONS AGREEMENT and agrees to all conditions and regulations of this Rental Agreement.*