

Oaklands Community Association Rental Agreement Form

Contact name:	
Event date & time:	

Booking Payment procedure:

- 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 Options:

1. In person at the centre (Monday-Friday 9am-5pm).
2. E-transfer to facilities@oaklandsca.com (if you choose this option, please include in the notes that it is for a rental and the rental date and advise us of any passwords attached).
3. Over the phone by credit card.
4. Online through RecDesk (an invoice link can be found on your rec desk account or provided upon request).

Full refunds minus \$50 deposit will be given to **cancellations with at least 7 days notice prior to rental. No refunds** will be given with notice **less than 7 days** prior to **rental date**.

****If your rental requires extensive cleaning or preparation, renters must book additional time to account for this, or additional charges will be incurred if rental runs late or facilities are not returned to original condition.****

Please tick to acknowledge you have read above

Set Up and Take Down:

- The **renter is responsible for their own set-up**. Staff onsite will provide equipment that has been requested for the rental.
- **Prior to the end of rental, the renter is responsible to clean the centre, and ensure the facilities are returned to original condition.**
- At the end of the rental, a **walk through with the staff** must be **completed before leaving**.
- **Additional charges will be incurred** if facilities are **not returned to original condition**, or if **the rental runs late**.

****Our Centre Attendant Staff is not responsible for the cleaning of your event****

Please tick to acknowledge you have read above

Cleanliness:

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 wipe the bathrooms** (sink, toilet and floors) and **empty the garbage** (see "Garbage" section). Cleaning supplies will be provided. (Notify staff onsite if toilet paper or paper towel needs to be replenished.)

Kitchen

- All kitchen equipment and appliances must be **thoroughly cleaned and returned to their original state** (For your convenience, everything is **organized and labeled**- all dishes, appliances and equipment must be returned where they belong)
- **All dishes and utensils must be hand washed** with soap and water and rinsed.
- After dishes are handwashed/rinsed, they **must be run through the sanitizer machine**.
- Once sanitized, everything **must be dried and returned to its labelled location**.

Please allow an extra 30 - 60 minutes in your clean up if you plan to use the kitchen and kitchen equipment.

Please tick to acknowledge you have read above

Garbage:

- Recycling, compost and garbage **must be sorted and separated**.
- The disposal area consists of **compost** bins, **garbage** bins, **paper/cardboard** bins, and **plastic/metal/glass** bins. (This area is found outside the backdoor by the kitchen, in a storage shed - our staff can show you if needed.)
- Rentals are permitted to dispose of **one garbage bag**, any garbage in excess must be taken with you.

Please tick to acknowledge you have read above

Noise By-Law:

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 to lower noise heard outside the Centre**.

Please tick to acknowledge you have read above

Smoking Not Permitted:

Oaklands Community Centre is a **non-smoking facility**, this includes **inside & outside**. As per Victoria bylaw "You may not smoke in playgrounds, community or municipal parks and playing fields. You are also not permitted to smoke within 3 metres (almost 10 feet) of any doorway leading into any public places. This includes cigarettes, cigars, pipes, vapes, and cannabis."

Smoking across the street from the centre **is permitted**.

****The renter is responsible to ensure that all guests/attendees adhere to these regulations, and that no butts are littered by smoking guests****

Please tick to acknowledge you have read above

Alcohol Consumption:

Alcohol consumption is not permitted anywhere in the building or on the premises unless a Liquor Permit has been obtained and the following regulations have been followed.

If you would like to serve or consume alcohol during your rental, you (or someone in attendance) must have the following prepared prior to your rental:

1. **Special Event Permit**
2. **Serving it Right Certification**
3. First-Aid Certification (recommended)
4. Safety Plan (How you will prevent underage drinking, ensure no one is driving under the influence, who will respond in an emergency, conflict resolution etc.)

****It is recommended to obtain these documents 30 days prior to your rental. The renter is responsible for the safety of their guests/attendees.****

Please tick to acknowledge you have read above

Parking:

Plenty of street parking is available in the neighbourhood surrounding our facilities.

- Do not park on yellow lines at any time.
- Only park on white lines when advised.
- Do not park in residential areas.
- Parking on school property is strictly prohibited.

Parking tickets may be incurred if these regulations are not adhered to.

The gate to the school property can be unlocked to unload/load equipment or supplies for short periods at the beginning or end of your rental. All vehicles must be moved off of the school property once loading/unloading has been completed.

Please tick to acknowledge you have read above

Fire Hazards:

The following are **strictly prohibited**:

- Candles (this includes cake candles)
- Open flames
- Sparklers
- Chafing Dishes with flame as heat source
- Fireworks
- Fog/smoke machines
- Steam producing appliances (such as popcorn makers)

These all cause our fire alarm to go off. The fire department is required to attend regardless of a false alarm.

****Any fees as a result of a false alarm due to any of the above, will be the responsibility of the renter.****

Please tick to acknowledge you have read above

Withholding Agreement:

The renter understands that if any of these **agreements are broken, they will forfeit their \$100 damage deposit** in its entirety. If **damage** is done, or **extensive cleaning** is required **beyond the amount of \$100, additional fees will be charged** in accordance.

Please tick to acknowledge you have read above

Rental Terms and Conditions:

(The individual, group or organization, shall 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. Failure to do so may result in cancellation of your rental.
3. The facility will only be available during the hours agreed to in the rental request document; no earlier or later, or additional charges will apply. If more time is required for set-up/clean-up, please book additional time prior to your rental date.
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).
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 request document.
10. Acknowledge that only the equipment specified in the rental request document will be provided.
11. Abide by 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.
13. Inform all those associated with the rental of the facility, the terms and conditions of use and regulations.
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 Event Permit to the OCA at least five (5) working days prior to the rental date, 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, or their guests/attendees.
18. Allow the OCA to enter and inspect the premises and make any alterations, repairs or additions that 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 which include monetary prizes (such as; lotteries, raffles, bingo, casinos, etc.) will not be held on the premises unless proper permits are obtained. A copy of permit must be provided to the OCA at least five (5) working days prior to the rental date, and post original on site during the rental. 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 \$5,000,000 public liability insurance against claims of personal injury, death, property or equipment damage occurring in or about the facility. A copy of insurance must be provided to the OCA at least five (5) working days prior to the rental date.
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.
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.
25. Either the renter, or the alternative contact listed on the rental request form must be on premises for the entire duration of the rental. Please introduce yourself and/or the alternative contact to our staff upon arrival for your rental.

Signature: _____

Date: _____

The applicant hereby indicates that he/she/they has/have read the rental terms and conditions agreement and agrees to all conditions and regulations of this Rental Agreement.