

Pipestone Community Society Rental Agreement

This agreement made this _____ day of _____, 20____
 Between:

Pipestone Community Society Of R.R. #2, Millet, Alberta TOC 1Z0
 And

_____ Of _____
 (Hereinafter referred to as the "Renter")

Terms of Rental: The Renter desires to rent from the Owner the **Pipestone Community Society** (the Facility) from _____, 20____ to _____, 20____ (the "Rental Period") and the Owner is in agreement with the Renter using the Facility for the purpose of _____ (the "Function").

1. **Rights & Responsibilities of Renter:** The Renter agreed to use the Facility only for the Function as indicated above, during the agreed upon Rental Period.
2. The Renter will, at 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 restriction 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.
3. This agreement may not be assigned, in whole or in part, by the Renter without the express written authorization of the Owner.
4. 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. Owner & Renter to do a walk about check list after Function.
5. The Renter, as its sole cost and expense, will arrange for and ensure that a Facility Rental User Insurance Policy is purchased in an amount not less than \$2,000,000.00 and shall name, as an additional insured, the **Pipestone Community Society** and **County of Wetaskiwin No. 10**. The Renter agrees to provide the Owner, or its representative, this Policy evidencing the coverage not less than fourteen (14) days prior to the Function. Renter can purchase insurance from their own insurance broker, or have the option to purchase insurance from Rural Municipalities Association. The website is: rmamember.instantrc.ca.
6. If liquor is to be consumed and/or served at the Function, the Renter acknowledges that it is their sole responsibility to obtain all necessary liquor permits, required licenses and Liability Insurance for the Function and will check the box below.
7. **Rights & Responsibilities of the 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 for herein.

Type of Function	Rental Pricing		Total Rental Price
	Member	Non-Member	
Hall and Rink - Full Day Rental	\$100.00	\$200.00	
Hall and Rink - Weekend Rental	\$200.00	\$400.00	
Hall and Kitchen - Full Day Rental	\$50.00	\$100.00	
Trailer/Camping - Weekend Rental	\$200.00	\$200.00	
Total Due:			
Damage Deposit (separate cheque) Held until walk-through	\$500.00	\$500.00	\$500.00

	Initials		
Facility Rental User Insurance* - Mandatory			
Liquor Served/Consumed*	YES	NO	

* presented 14 days prior function

8. The Owner will retain control of the Facility and 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, servants, employees and invitees in accordance with the policies of the Owner relating to such use.
9. 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 in default of any of the terms and conditions herein, the Owner may terminate this Agreement forthwith immediately.
10. The Owner, its directors, officers and agents will not be liable for any theft, loss or damage to property of the Renter, its agents, employees, servants or invitees, however so caused. **Use at your own risk.**
11. **Payment of Rent:** The rental Amount is due on the date of the function and should be provided to the Hall representative upon request. A \$500.00 damage deposit is also due at that time. This deposit is held until the Renter and Owner complete the checklist once the Function is complete. Its return is dependent upon the state of the Rental premises at walk through.
12. Rent, as agreed upon between Owner and Renter is as follows:

Member means any person who has purchased and held a Pipestone Community Society membership for a period of one year.

- 13. **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.
- 14. This Agreement will ensure to the benefit of and are 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.

PIPESTONE COMMUNITY SOCIETY, by its authorized representative _____

Witness: _____ Renter: _____