

Schedule "A"

Community Hall Rental Policies

Revised November 2023

The Highland Park Community Association (HPCA), as Proprietor in the Rental Agreement, reserves the right to cancel the Rental Agreement without notice upon any breach by the Renter. The HPCA Community Hall (the "**Hall**") must remain accessible to the HPCA Board of Directors, the Hall Manager, or their designate at all times. The HPCA reserves the right to approve use of areas based on the mandated use of the building. Access may be denied in the event that the use is deemed to be inappropriate by the HPCA Board of Directors. The Renter must ensure its event abides by all applicable City of Calgary Bylaws as well as with the policies outlined hereinafter. The Renter must ensure its event abides by all applicable Province of Alberta Liquor Laws relating to the serving and consumption of alcohol. The Renter must be a minimum 18 years of age. **Smoking is NOT permitted inside the Hall or anywhere on/near the outside deck.**

Booking Procedures:

1. Contact the Hall Manager to establish the date, time and rate for your event.
2. Confirm your event by providing the required information, agreeing to the Community Hall Rental Policies and paying a deposit.
3. The Renter will be provided an invoice and receipt of their payment for all monies paid to the Association upon completion of each payment. Renters will not be granted any credit.

Canceling a Booking: Cancellations must be made 30 days prior to the event for a refund (minus a \$25 cancellation fee). Events cancelled less than 30 days prior to the event will result in no refund of the rental fee.

Damage Deposit:

The booking deposit will suffice as damage deposit and will be held until after the event takes place.

Payments are to be made by eTransfer, cash, or cheque. In addition to any bank charges, a \$25.00 fee will be charged for NSF cheques.

The Renter is responsible for accidental or intentional damage to the Facility and its contents for the duration of the rental. The Renter is additionally responsible for the proper behavior of all Guests while entering, occupying or leaving the Facility.

The Facility will be inspected prior to and after the Agreement Period. A check-in/check-out report will be prepared (Schedule "C"). As long as the terms of the rental agreement are respected, no damage has occurred, no excess janitorial services are required, and all keys to the Hall are turned in, the damage deposit amount will be returned to the Renter at the address on the Rental Agreement via mail within (30) days following the event.

Keys: The Renter shall be responsible for the key(s) signed out as well as for the security of the Facility associated with the use of such key(s). No copies of assigned key(s) shall be made and the keys must be returned immediately following the Agreement Period by arrangements made between the HPCA representative and the Renter. If keys are lost or stolen while in the Renter's possession, the full total of costs associated with re-keying the facility locks will be the responsibility of the Renter for which damage deposit funds will also be deducted. Keys will be considered to be lost if not returned within 48 hours.

The Renter is responsible for leaving the Hall in its original state. In the event that damage is incurred or that extra janitorial or repair services are required in excess of the deposit amount, Renter will be deemed responsible and will be invoiced following the event. The Association will deduct from the Damage Deposit funds the cost of cleaning and performing other remedies at the rate of \$50.00 per hour.

General Policies

Noise/Door Entry/Exit: The Renter must abide by City of Calgary Noise Bylaw # 5M2004 restrictions, and any other legislation introduced from time to time regarding noise. Therefore, **all doors must remain closed and noise levels reduced after 10pm**, and thereafter only the main NW door may be used for exit/entry. **Non-compliance of this policy will result in a forfeiture of the damage deposit.**

The Renter agrees to maintain the number of Guests defined on the Facility Rental Agreement form.

Kitchen Facilities, Food, and Beverages: HPCA is a non-commercial kitchen. The kitchen facilities are only to be used to reheat / warm pre-prepared food. Cooking is not permitted. According to the National Fire Protection Act 96 Standard, this facility does not have the required fire suppression equipment to conduct any cooking with grease laden vapors. Food items cannot be left or stored in the Hall. Glass bottles are allowed in the Hall, but absolutely no glass bottles are permitted outside the Hall.

Public Events: Any event that is advertised and open to the general public is considered by Alberta Health Services to be a Special Event. Organizers must notify AHS EPH of any special event, and no “home prepared” food may be served to the public. All food Vendors at a Special Event must also notify EPH. The Renter is responsible for following all AHS requirements for Special Events outlined at <https://www.albertahealthservices.ca/eph/page13999.aspx>. Full event insurance is required and proof of insurance must be provided to HPCA. The Renter assumes all liability.

Promotion/Signs/Decorations: No signs or decorations are allowed to be attached or in any way affixed to the building exterior; **the renter will be responsible for the costs of any damage or defacement to property**. No tacks, nails or screws are permitted to be used on the walls or floors. Confetti, rice, or the like is not allowed on HPCA premises.

Animals: With the exception of service animals assisting a person with impairment, animals are not allowed in the Hall.

Alcoholic Beverages: It is the responsibility of the renter to obtain the proper Liquor License for the event. A copy must be supplied to the HPCA. The Renter must also display a copy at its event. **Note: Alberta Liquor Control Board rules do not permit homemade wine, beer or liquor to be served.**

Clean up

Clean up must be completed by the designated vacating time. A cleaning charge of \$50.00 per hour will apply for any action taken by HPCA. The Renter is responsible for all clean up of the rental space including:

- 1) Removal of garbage to outside bin located in the parking lot.
- 2) Generally restoring the space to the condition in which it was rented including but not limited to:
 - a. Cleaning washrooms,
 - b. Cleaning all tables used and stacking them in their original location,
 - c. Cleaning all chairs used and stacking them (max of 10 chairs high) in their original location,
 - d. Removing all decorations including any tape used,
 - e. Cleaning walls and floors of all spills and sweeping.
 - f. Collecting and disposing of discarded cigarette butts from outdoor smoking areas.
 - g. Turning off all lights,
 - h. Confirming all exterior doors are latched.
- 3) If the kitchen, including fridges and appliances, are being used as part of the rental, they must be cleaned after the event.

All items belonging to the Renter (or parties related to the Renter) are the responsibility of the Renter.

Safety

Pyrotechnic equipment, candles, or any other source of ignition or smoke are not allowed inside the hall. Absolutely no weapons are permitted on the HPCA premises. Emergency exits, corridors, fire panels, pull stations, fire extinguishers, first aid kits, exit lights, and alarms must remain clear and accessible at all times. All occupants of the building must exit immediately upon sounding of the Hall's Fire Alarm. Information concerning any incident/injury occurring at the Hall must be reported to the Hall Manager as soon as possible; for Emergencies, contact 911 immediately. Use of items within the first aid kit must be documented and reported to the Hall Manager as soon as possible following the event.

Insurance

The Renter must acknowledge the Association DOES NOT provide any insurance coverage for the Renter's participants or activities. The Renter agrees to save, indemnify and to hold the Association harmless from any legal liability for Bodily Injury or Property Damage arising by, or as a result of, the use and occupancy by the Renter of the Facility. The Renter further agrees to waive any right to recover against the Association for loss or damage incurred to the Association's property during the term of this agreement. The Renter agrees to provide proof of Third Party Liability Insurance coverage for protection of themselves and their Guest users against any bodily injury or property damage arising from their activities in renting the Association's Facility. The Renter agrees to obtain proof of business insurance on behalf of all external businesses hired for the rental activity. The Renter will provide the businesses proof of insurance to the Association for inclusion with the original Facility Rental Agreement form. Applicable Renter insurance may include: Personal Property & Liability Insurance (for individual/group Renter), Special Events Insurance, or Commercial General Liability Insurance (for business, corporation, and institution Renter).

In renting the Hall, the Renter agrees to take the premises at his/her own risk and agrees to indemnify and save harmless HPCA against any and all claims arising from any incident, including any injury or damage sustained by the Renter, any guest of the Renter, or any third party arising from the rental of the Hall or use of any equipment in the Hall.

****Violation or non-compliance with any of the terms and conditions of this rental agreement will be subject to forfeiture of the damage deposit.**

**** Extensive damage exceeding damage deposit is deemed the responsibility of the renter and will be invoiced following the event.**

Schedule B
COVID-19 Protocols (January 2023)

It is the responsibility of the Renter to follow all current public health requirements that are in place as of the rental date. This includes Alberta Health and City of Calgary requirements. Failure to follow requirements can result in immediate termination of the rental contract and/or no refund of the Damage Deposit collected at the time of booking.

See these links for the latest guidance:

<https://www.alberta.ca/covid-19-public-health-actions.aspx>

Schedule “C”

Privacy Policy

The Renter consents to the collection, use and disclosure of his/her personal information provided herein, to meet all regulatory requirements, facilitate the rental and all payments required hereunder, and for future program and facilities planning purposes. The Renter agrees that their information related to the rental can and will be shared with like Community Associations in order to assess a renter’s suitability.

By signing this agreement, the Renter declares that he/she has reviewed, understands, and agrees to comply with the rules and policies outlined in this document.