Pinnacle Ridge Estates (Sturgeon) Homeowners Association

Community Center Rental Policies and Agreement

Attached to and forming part of the Community Center Facility Rental Agreement (the "Rental Agreement")

Between: Pinnacle Ridge Estates (Sturgeon) Homeowners Association (the "Association")

And _____ (the "Renter")

Between the hours of _____ and _____ on the _____ day of _____, 20____

For the purpose of: _____

1. General Information

1.1 The Association reserves the right to cancel the Rental Agreement without notice upon any breach by the Renter.

1.2 The Community Center (the "**Center**") must remain accessible to the Association Board of Directors, the Center Manager, or their designate at all times.

1.3 The Association reserves the right to approve use of areas based on the mandated use of the building.

1.4 Access may be denied if the use is deemed to be inappropriate by the Association, Board of Directors for reasons such as when the activity causes undue disturbance to other area residents.

1.5 A call-out fee of $75 may be charged if the Center Manager, member of the Association Board of Directors, or their designate is called out for any reason during an event.

1.6 Renter must ensure its event abides by all applicable County of Sturgeon Bylaws as well as with the policies outlined hereinafter.

1.7 Renter must ensure its event abides by all applicable Province of Alberta Liquor Laws relating to the serving and consumption of alcohol.

2. Booking Procedure

2.1 Contact the Center Manager Olena Ievsiukova @ 587-712-2184 or 780-707-6878 or Gabe Coscarella 780-499-2106 to establish the date, time and rate for your event.

2.2 Confirm your event by completing this Rental Agreement and payment of the booking deposit.

2.3 Note: Any outstanding rental fees must be paid in full 30 days prior to the event. ***Failure to provide this payment will result in the cancellation of your event and the forfeiture of your deposit.***

3. Rental and Booking Deposit Charges

3.1 Renter shall remit to Association all rental payments or booking deposits via E-cheque, bank draft or certified cheque.

4. Damage Deposit

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

4.2 The Center will be inspected before and after the event. If no damage has occurred, no excess janitorial services are required, the damage deposit amount will be returned to the Renter at the address on the Rental Agreement via cheque or e-cheque within (30) days following the event.

4.3 The Renter is responsible for leaving the Center in its original state. If damage has incurred or that extra janitorial services are required (for example, to remove decorations, dispose of garbage or complete extra cleaning) more than the deposit amount, Renter will be deemed responsible and will be billed following the event.

4.4 If the whole of the damage deposit is retained by Association, all outstanding balances must be paid by bank draft or certified cheque.

5. Canceling a Booking

5.1 The Association requires a minimum of thirty (30) days prior to the event for cancellations. Event cancellations more than thirty (30) days prior to the event will receive a full refund of their prepayment.

5.2 Cancellations made less than thirty (30) days of the event will receive a 50% refund of their prepayment.

5.3 Cancellations made less than fifteen (15) days of the event will not receive a refund of their prepayment.

5.4 If the renter fails to use the premises on their event date, the prepayment and balance of rent (if any) will be kept by the Association.

5.5 All cancellations are subject to a $25.00 processing fee.

6. Alcoholic Beverages

6.1 It is the responsibility of the Renter to obtain the proper Liquor License for its event. A copy must be supplied to the Association prior to the event. A copy must also be displayed by Renter at its event.

6.2 We strictly adhere to the Province of Alberta's liquor laws. No person under the age of 18 shall be served alcohol.

6.3 If Alcohol is being served, PAL Insurance (Public Alcohol Liability Insurance) must be purchased by renter from an insurance broker. An ALCB liquor license must also be purchased at any liquor store – they will require the Pinnacle Community Centre land location – 79, 54403, Rge Rd 251, Sturgeon County, AB T8T 0B5.

Note: Alberta Liquor Control Board rules do not permit home-made wine, beer or liquor.

7. Animals.

7.1 Except for animals assisting a person with impairment, animals are not allowed in the Center.

8. Camera Security

8.1 The Community is equipped with 28 video surveillance cameras located in the Center and surrounding subdivision. The Renter acknowledges that these cameras are always recording and if any problems arise that the surveillance tapes may be used. No tampering with the cameras is permitted.

9. Capacity

9.1 The capacity of the Center on the main floor is 80 people and on the lower floor is 50. The Renter undertakes that these limits will not be exceeded.

10. Center Equipment

10.1 Tables and chairs may be used as agreed upon in the Rental Agreement.

10.2 Chairs, tables and equipment must not be dragged across the floor. A chair dolly is available to transport these items. If damage occurs, cleaning charges as outlined below will apply as well as any cost to fix damages.

10.3 Chairs, tables and any other equipment supplied by the Association are to be returned to the areas designated by the Center Manager.

11. Center Accommodations

11.1 All electrical equipment and property brought into the Center by the Renter must comply with and conform to all the rules and regulations of any applicable local regulatory agencies. The Association reserves the right to correct any violation in respect of any such equipment, at Renter's sole expense.

11.2 Renter will be responsible for any fines or penalties incurred by the Association in connection with said rental.

11.3 The Renter may enter only those portions of the building specified in this Rental Agreement and only during the times specified in this Rental Agreement.

12. Heating

12.1 Please advise the Center Manager of your needs so that the programmable thermostats may be set accordingly. Reminder: For those events with physical activity it may be best to set the temperature lower for the event as people will feel comfortable as the activity progresses. Propping open the doors is not effective in reducing the temperature of the building (and results in noise disturbance to nearby residents); the furnace continues to supply heat to the set temperature.

13. Clean up

13.1 Renter is responsible for all clean up of the rental space and common outside grounds.

13.2 Removal of all garbage from Centre.

13.3 Generally restoring the space to the condition in which it was rented including but not limited: to:

- Turning off all lights.
- Cleaning washrooms.
- Cleaning all tables used and stacking them in their original location.
- Cleaning all chairs used and stacking them (maximum of 10 chairs high) in their original location.
- Removing all decorations including any tape used.
- Cleaning walls of all spills.
- Vacuuming the floor and mopping all spills.
- Collecting and disposing of discarded cigarette butts from outdoor smoking areas.

13.4 If the kitchen, including fridges and appliances, are being used as part of the rental, they must be cleaned after the event and be left as clean as they were found.

13.5 A cleaning charge of ***$50.00 per man hour*** will apply for any action taken by the Association.

13.6 All items belonging to Renter (or parties related to Renter) are the responsibility of Renter, and not the Association, unless otherwise agreed upon in writing. If items belonging to Renter are left behind, all damages or losses incurred to said items are the responsibility of Renter.

14. Decorations /Promotion/Signs

14.1 No signs or decorations can be attached or in anyway affixed to the building exterior that would damage the building. Decorations are to be removed at the end of the event.

14.2 Renter will be responsible for the costs of any damage or defacement to property. ***In addition, a $50.00 per man hour charge will be applied to Renter for time spent by the Association in the undertaking of repairs arising from damages or defacement caused by the Renter.***

14.3 No tape, tacks, nails, screws or other mechanical device may be placed on any painted wall; a removable adhesive such as 'tack & stick' is suggested.

14.4 Confetti, rice, or the like is not allowed in or outside the Center premises.

14.5 All materials must be flame proof. No open flame candles, votive candles, dry ice machines or foggers allowed.

15. Door Entry

15.1 Renter is provided access via an electronic door opening. The doors will be automatically locked at the expiry of the use and the alarm will be set.

16. Electrical, Mechanical, Phone Rooms

16.1 Access to any electrical or mechanical rooms in the Center is strictly prohibited.

17. Floors

17.1 Taping of floors must be done with vinyl (electrical) tape, and the tape must be removed immediately following the event. ***Renter will be responsible for the costs associated with any damage repair or floor refinishing that may be required.***

18. Insurance

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

18.2 The Renter shall maintain all risk liability insurance (including but not limited to alcohol and sports participation liability) against claims for death, personal injury, and property damage in or about the Center in amounts which are from time to time acceptable to a prudent person but is not less than $2,000,000.00 for death, illness or injury to one or more persons and $1,000,000.00 for property damage in respect of each occurrence. Policies for such insurance shall include the Association as first loss payable. Policies shall be with an insurer reasonably acceptable to the Association. Upon the request of the Association, the Renter shall promptly deliver satisfactory proof of insurance in the form of a Certificate of insurance showing the said commercial liability amount and coverage for sports participation, and proof that premiums of such insurance have been paid and that such policies are in full force and in effect. Insurance can be purchased from your broker, or (www.palcanada.com) or https://fosterpark.ca/quote/facility-rental

19. Kitchen Facilities, Food, and Beverages

19.1 No grease cooking is allowed.

19.2 Food and beverages can be arranged through an independent caterer licensed by the Edmonton Health Region.

19.3 Food items cannot be left or stored in the Center outside of the agreed Rental period.

19.4 Glass bottles are allowed in the Center, but absolutely no glass bottles are permitted outside the Center.

19.5 Dishwasher/ Fridge/Freezer:

19.6 Use of Center Kitchen. If the Renter uses the Center Kitchen, it shall remove all boxes, food and trash from the Kitchen at the end of the Rental Period, clean all counters and surface work areas in the Kitchen, including any food spilled in the food warmer or refrigerator. Sweep the Kitchen floor; not put any grease, coffee grounds corks or metal objects in the garbage disposal; remove all dishes, glasses, silverware, linens, and other material equipment rented by the Renting Party at the end of the Rental Period; if any Center pots, pans, any other cooking utensils, the Kitchen coffee machines needs to be cleaned and returned to original location.

20. Mail/Shipments

20.1 Any mail or deliveries in respect of an event will not be accepted unless arrangements have been made with the Center Manager at least 48 hours prior to delivery

21. Noise

21.1 Renter acknowledges the Community Center is located within a residential area and agrees to ensure it and its guests are respectful of the neighbourhood in terms of both noise and conduct.

21.2 Renter must abide by all active Noise Bylaws, restrictions, and any other legislation introduced from time to time regarding noise.

21.3 The RCMP may also be called in to ensure compliance.

22. Rental Times

22.1 Renter must abide by the times of rental as set out in this Rental Agreement, including clean up. Clean up must be completed by the designated vacating time. At least one hour must be designated specifically, for clean up. A cleaning charge of $50.00 per man hour will apply for any action taken by the Association.

23. Safety

23.1 Pyrotechnic equipment, candles, or any other source of ignition is not allowed on the premises.

23.2 Emergency exits, corridors, fire panels, pull stations, fire extinguishers, first aid kits, emergency phones, exit lights, and alarms must always remain clear and accessible.

23.3 All occupants of the building must exit immediately upon sounding of the Center's Fire Alarm.

23.4 Use of items within the first aid kit must be documented in note book provided

23.5 Information concerning any incident/injury occurring at the Center must be reported to the Center Manager as soon as possible; for Emergencies, contact 911 immediately.

24. Special Set-ups

24.1 Storage of items or event materials in the Center will not be permitted outside of the Rental period.

24.2 Signs, banners, displays, equipment, and all other items must be removed from the Center immediately following the event as part of the event clean up.

25. Smoking:

25.1 The Renter acknowledges that the Center is a non-smoking building and will not permit anyone to smoke inside the building or outside such that smoke enters the Center during the Rental Period. Note any breach clause will result in the complete forfeiture of deposit. Smoking will only be permitted in designated smoking areas outside the building.

_____initials

26. Privacy Policy

26.1 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.

Renter's Acceptance

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

Pinnacle Ridge Estates (Sturgeon) Homeowners Association will not assume responsibility for damaged, lost or stolen items or any merchandise prior to, during or left following a function. By signing the facility rental agreement, the **Renter assumes liability** for breakage and damage to the premises during the function and will be charged accordingly.

THE UNDERSIGNED agrees that we have read and understand the conditions set out in this Rental Agreement and agree that I / we will be personally liable and obligated pursuant to the terms of this Agreement. I / we agree to leave the Center in a clean and orderly condition at the expiry of each day of the Rental Period. I / we further acknowledge that if the Center is not returned as agreed, that all or part of my/our damage deposit will be forfeited and if the damage deposit is not enough to cover the costs of the damage I / we will be liable for all such costs in addition to forfeiture of the damage deposit.

IN WITNESS WHEREOF you the Renter has, if an individual, subscribed your name(s) before a witness or, where a corporation, have affixed your corporate seal duly attested to by the corporation's properly authorized officer(s) on

the _____ day of _____20____

SIGNED, SEALED AND DELIVERED by

the Renter:

_____

RENTER Contact information:

NAME: _____

PHONE NUMBER: (H) _____

(W) _____

(C) _____

ADDRESS: _____City:_____ PR: _____

POSTAL CODE: _____

EMAIL:_____ Driver's License Number _____

ACCEPTANCE OF OFFER

The Association hereby accepts the above Renter and agree to the terms of the Offer.

DATED at the County of Sturgeon, in the Province of Alberta, on the _____ day of _____ 20___

Pinnacle Ridge Estates (Sturgeon) Homeowners Association

Per: _____

Rental Rate:_____

Deposit_____