

MEDICINE HAT ELKS LODGE #412

RENTAL AGREEMENT Member _____ Non Member _____

Address: 305 3rd ST NW, T1A 6L1 Phone: 403-527-2344 Email: mhelks@telus.net

MH Elks #412 Executive Member Contact: _____ **Phone #:** _____

THIS AGREEMENT was made on this date _____ dd/mmm/yyyy _____ between the named person(s), hereinafter referred to as "renter(s)" and Medicine Hat Elks Lodge #412, for good and valuable consideration of the mutual covenants and conditions herein. The parties agree to the following:

TYPE OF EVENT _____ **# of people** _____

Date of Event: _____ **CHECK IN:** NOON **CHECK OUT:** 10:00AM NEXT DAY

Key # provided to renter: _____ **Key Fob Number:** _____

Attached Liquor License (Copy) Yes _____ **NO** _____ **Original held by renter to be posted per: AGLC regs.** _____

| Check | Description | Public Rates | Member Rate Contract Holder/good standing/ Present | Amount Due |
|-------------------------|--|--|---|---|
| | Friday, Saturday Or Stat Holiday | \$175.00 X _____ days | \$87.50 X _____ days | |
| | Sunday through Thursday | \$125.00 X _____ days | \$62.50 X _____ days | |
| | Meeting / Set up / Clean up 3 hours maximum | \$75.00 X _____ | Free Annual Limit (3) | |
| | Funeral | \$125.00 X _____ days | \$62.50 X _____ days | |
| | <i>Sound/Mic System special request</i> | <i>Free</i> | <i>Free</i> | \$0 |
| | <i>Podium use special request</i> | <i>Free</i> | <i>Free</i> | \$0 |
| | <i>Pool table use</i> | <i>Members only</i> | <i>Free</i> | \$0 |
| | <i>BBQ use special request</i> | \$25.00 X _____ days | <i>Free</i> | |
| SUBTOTAL | | | | |
| TOTAL | | | | |
| Renter Paid | Total | Cash _____ or check _____ # _____ | Receipt # | |
| Security Deposit | \$250.00 Paid | Date dd/mmm/yyyy | Time | Cash _____ Check _____ # |

RENTER NAME: _____ **Phone:** _____

RENTER ADDRESS: _____

City: _____ **Prov:** _____ **Postal Code:** _____

EMAIL ADDRESS: _____

ALT RENTER CONTACT: _____ **PHONE:** _____

Terms and conditions:

1. Occupancy:

Maximum occupancy is not to exceed 109 persons. (Seating provided for 80 persons)

2. Security Deposit:

- a. A refundable security deposit of two hundred and fifty dollars (\$250.00) will be collected at the time of rental booking.
- b. Security deposits are refundable if the facility is returned in the same condition as received and pending all agreement stipulations adhered to.
- c. Damages recognized post-event will be assessed and the cost will be against the renter.
- d. Key or fob loss will result in a \$100.00 deduction from security deposit.
- e. If the hall needs to be cleaned the Elks Lodge #412 will charge the renter the sum of \$25.00 per hour to clean up and this will also be deducted from the security deposit.
- f. Renter(s) is responsible for any loss or damage incurred to the Premises by their guests, helpers, hired staff, other service, the improper handling of all equipment and furnishings, cleaning up after the event.

3. Cancellation Policy:

- a. A \$100 cancellation fee will be assessed against the renter if cancellation of the event is within 14 days of the contracted rental.
- b. Applications to rent will not be considered in excess of six(6)months from the date of application

4. Facility Use:

- a. **Rental includes:** the use of the main floor including, bathrooms, kitchen and appliances, tables, chairs, dishes, main and secondary entrance/exit.
- b. **Off-limits:** Upstairs office and Bar on main floor, is off limits and kept locked.
- c. **Extra Set up:** Can be booked prior to the event based on availability. Charges may apply.
- d. **Decoration:** NO removal of Elks Lodge #412 property from walls, painting, or installations.
- e. **Absolutely:** no confetti/confetti poppers or table confetti.
- f. **No:** decorations on Elks Lodge #412 mural, no décor installations that cause damage to walls, the facility or otherwise.
- g. **Elks Property:** removal from the building or property of any Elks Lodge #412 items will result in damages charged against the renter.
- h. **Pool Table:** The pool table is not to be moved. Nothing must be placed on the pool table; the cover thereon must not be removed or disturbed. Elks Lodge #412 members may use the pool table with special agreement and terms.
- i. **Youth or Family events:** All youth activities must be supervised by adults at all times. A ratio of one adult per 10 youth is mandatory. The sponsoring/chaperone adult(s) must be present at all times.
- j. **Parking:** On street parking is available. Parking is subject to parking signs and regulations.

5. Clean up:

- a. **The renter(s):** is expected to return the lodge in the same condition as received. The following cleaning is required after the rental:
 - Pick-up, and bag all trash and garbage:** both in and outside Elks Lodge #412 building, Put clean trash liners (bags) in trash cans,
 - Separate:** all recyclables, place garbage bag(s) in bin at rear of property, place recyclable bag(s) on floor inside rear entrance/exit, replace liners in buckets and containers.
 - Wipe down** all tables and countertops.
 - Remove all decorations,** balloons, and other party materials. Bag up recycling to remove or donate.
 - All food and personal** items brought in by renter(s) must be removed by renter(s) prior to check-out time. Items may be held for up to 48 hours before being disposed of.
 - Sweep and mop** the entire floor space
 - Bathrooms-** toilets and sink must be cleaned and garbage's taken out.

Accepted by membership January 9, 2020

□ **Extra clean up time:** Requesting late check out is based on availability, charges may apply.
B. Renters may select or choose the Elks Lodge #412 Janitor services to do clean up which services will be charged to the renter.

6. Smoking and Cannabis, etc.: Elks Lodge #412 is a smoke-free facility. The use of tobacco, cannabis, vaping and/or byproducts, or unprescribed drugs, or non-permitted liquor within or on the property is absolutely prohibited. Contravention of this rule may result in the forfeiture of the entire security deposit.

7. Noise Ordinance: Loud activities should be kept reasonable to not disturb other business and residences

8. Alcoholic Beverages: AS PER AGLC REGULATIONS ONLY.

9. Catering: The renter(s) is responsible for making his/her own arrangements with the catering provider.

10. Wireless Internet Services: Wireless internet services are available upon request.

11. Rates:

a. Public Rate: are set out herein and are also posted within Elks Lodge #412 property and online.

b. Member Rates: Are offered and/or available if the renter responsible for this Rental Agreement is a Member in Good standing of Elks Lodge #412. Member rates are only available to Elks Lodge #412 Members in Good standing who will be the responsible renter and who will be present on the Elk Lodge #412 property during the event described in the Rental Agreement.

c. Community Participation: by Elks Lodge #412 is an integral part of Elks Lodge #412 mission and vision. If you believe an event qualifies for consideration by Elks Lodge #412, a presentation to the Lodge membership at a General Meeting of Elks Lodge #412 will be necessary.

12. Rules-Disclaimer

a. *Elks Lodge #412 may not be used for any unlawful purposes.*

b. *We reserve the right to refuse a rental agreement to any person(s) or organization.*

c. *The lodge cannot be sub-leased by any renter(s).*

d. *Any changes to these Terms and Conditions must be approved at a General Meeting of the membership of Elks Lodge #412.*

e. *By signing this agreement, renter(s) acknowledge the amount of the fees to be paid for any and all conditions, terms, services contracted herein.*

f. *Elks Lodge #412 is not responsible for accidents or injury to renter(s), guests, visitors, or any other persons or for the loss of money or valuables of any kind.*

g. *Renter(s) hereby agree to release, acquit, and forever discharge members of Elks Lodge #412, its officers, affiliates, agents, servants, employees, its personal representatives, successors and assigns, and any and all other persons, firms or corporations in privity with it, of and from any and all claims, demands, and causes of action, that renter(s) may have, have had, or ever have arising out of or by reason of the renter(s)' rental of Elks Lodge #412 facilities and properties.*

h. *Renter(s) agree to indemnify, protect, and hold harmless its officers, affiliates, agents, servants, employees, its personal representatives, successors and assigns, against any claim for injuries, damages, or other consequences asserted by renter(s) or their guests, visitors, or any other persons during the rental terms and times.*

i. *The age of the persons responsible for renting and/or use of the Elks Lodge #412 property and facilities must prove to be 25 years of age and older with no exceptions. The elks #412 member of the executive shall be witness to the proof of age of the responsible renter applicant. This rule is strictly adhered to.*

j. *Elks Lodge #412 Executive Members/Officers who are appointed by Elks Lodge #412 Exalted Ruler/President hold the power to act solely on behalf of the Elks Lodge #412, its Officers, affiliates, agents, volunteers, employees, its personal representatives, successors and assigns and shall be recognized as such by renter(s), their guests, visitors, and any other persons respecting the terms and for the purpose of this rental agreement.*

Accepted by membership January 9, 2020

