

Copperfield-Mahogany Community Association\*  
 6 Copperstone Way SE, Calgary, AB T2Z 0E7  
 Phone 403-532-8864  
 info@cmcommunity.ca  
 www.cmcommunity.ca



**FACILITY RENTAL AGREEMENT**

CONTRACT #: \_\_\_\_\_

THIS AGREEMENT made effective on \_\_\_\_\_.

BETWEEN: Marquis de Lorne Community Association  
 (hereinafter referred to as the "Association")  
 and

\_\_\_\_\_  
 (hereinafter referred to as the "Licensee")  
 to rent the Copperfield Community Hall, 6 Copperstone Way SE, Calgary, AB T2Z 0E7  
 (hereinafter referred to as the "Facility")

**SECTION A - BOOKING AGREEMENT**

Contact Person:		Phone:	
Organization (if applicable):		Email:	
Address:			

<input type="checkbox"/> One Time Event			
Portion of facility for use:		Type of Event:	
Set up date and time:		Move out date and time:	
Liquor Served?	<input type="checkbox"/> Yes <input type="checkbox"/> No	A.G.L.C. Permit Number:	

<input type="checkbox"/> Repeat Booking			
Portion of facility for use:		Type of Event:	
Valid for rentals booked between contract date and _____, _____, _____ <small>Month Day Year</small>			

<b>For office use only:</b>	
<input type="checkbox"/> Parking Lot included in rental	<input type="checkbox"/> Hockey and/or Tot Rink included in rental

\* Marquis de Lorne Community Association operating as Copperfield-Mahogany Community Association

**SCHEDULE B - FEE AGREEMENT**

<b>Rooms</b>	<b>Capacity</b>	<b>Non-Member</b>	<b>Copperfield/Mahogany Resident CMCA Member</b>	<b>Security Deposit</b>
Main Floor	50	\$75/hour	\$50/hour	\$250
<p>The Main Floor consists of a Common Area, Kitchen (equipped with a fridge, microwave and dishwasher, coffee machine), two (2) Washrooms (1 Barrier Free) and a wrap around porch. The Main Floor is barrier free with a ramp and automatic door opener on the south side of the building. The following items are available for Tenant use, at no additional cost: 20 - 6' long tables, 40 stacking chairs, Flat Screen TV, Blu-ray, iPod plug in, ceiling mounted speakers with volume control throughout.</p> <p>The Licensee is responsible for set up and take down.</p> <p>A First Aid Kit is located on the built in shelving beside the North entrance.</p>				
Basement	55	\$80/hour	\$55/hour	\$250
<p>The Basement is best suited for fitness activities and consists of a Common Area, Kitchen (equipped with a fridge, microwave and dishwasher, oven/range <b>for reheating only</b>) and two (2) Washrooms.</p> <p>The following items are available for Tenant use, at no additional cost: 8 - 6' long tables, 12 stacking chairs, iPod plug in, ceiling mounted speakers with volume control throughout</p> <p>The Licensee is responsible for set up and take down.</p>				
10% Discount for Not For Profits/Charities				
<b>Other Fees:</b>				
Walk-Away Cleaning (optional charge)	No cleanup required, we will clean for you (PREPAID, on Association approval only)			\$200
Additional Cleaning Charge	Any cost incurred by the Association in cleaning the Facility or removing waste material will be deducted from the Security Deposit.			\$30 per hour
Security Alarm Response	Any cost incurred by the Association for callout fees from the security alarm company will be deducted from the Security Deposit.			\$100
Emergency Services Response	Any cost incurred by the Association for the cost of attendance by any emergency services at the Facility in relation to any incident or alarm connected to the use of smoke machines, candles, flames and pyrotechnics			\$0-1500 (fee set by Calgary Fire Department)
NSF Fee	A fee will be charged for any NSF payments.			\$50

<b>Cost of Rental</b>			
<b>Number of hours</b> _____		<b>Walk-Away Cleaning</b>	
<b>Hourly Rate</b> x \$_____		<b>Membership</b>	
<b>5% GST</b>		<b>Security Deposit</b>	
<b>Subtotal</b>		<b>Total Amount Due</b>	

<b>For office use only:</b>	Payment made by: <input type="checkbox"/> Cash <input type="checkbox"/> Cheque <input type="checkbox"/> Credit Card <input type="checkbox"/> Debit <input type="checkbox"/> E-transfer
Payment date: _____	Reference or batch number: _____

Deposit made by: <input type="checkbox"/> Cash <input type="checkbox"/> Cheque <input type="checkbox"/> Credit Card <input type="checkbox"/> Debit <input type="checkbox"/> E-transfer	
Deposit date: _____	Reference or batch number: _____
Deposit Refunded/Voiced: <input type="checkbox"/> Cash <input type="checkbox"/> Cheque <input type="checkbox"/> Credit Card <input type="checkbox"/> Debit <input type="checkbox"/> E-transfer	
Refund date: _____	Reference or batch number: _____

**SCHEDULE C - TERMS & CONDITIONS**

In consideration of the fees to be paid and the covenants on the part of the Licensee to be performed, the Association hereby grants to the Licensee a license to occupy the facilities described in "Schedule A – Booking Agreement" to the Licensee. The Licensee, by its signature or that of its representative, herewith agrees to the terms of this "Facility Rental Agreement" and to the terms and conditions within: "Schedule A – Booking Agreement," "Schedule B – Fee Agreement," and "Schedule C – Terms & Conditions" attached hereto. The Licensee shall be permitted to use the Facility for the purpose indicated under "Type of Event" above. No other use of the Facility shall be permitted. This License shall be of the duration as outlined in Schedule A – Booking Agreement, and shall be on the following terms and conditions:

**1. FEES**

**a. Rental Rates**

- i. By the Association’s Board Policy, usage rates are non-negotiable. Usage rates are subject to G.S.T.
- ii. Rental Fees must be paid in full at the time of booking in order to secure the Facility. Bookings cannot be guaranteed without payment in place.
- iii. Seasonal and recurring bookings are invoiced at the end of each month and payment is due within 14 days of Invoicing, unless other arrangements have been made with the Association.

**b. Security Deposit**

- i. A \$250 Security Deposit must be paid in full at the time of booking.
- ii. The Security Deposit will be held as security for any damage to the Facility (including the surrounds of the Facility and any equipment or items at the Facility), for any cleaning arranged by the Association if the Facility is left in an unclean condition or for any other breach of the Rental Agreement. The cost to the Association of any damage, cleaning, repair or replacement, or incurred by the Association as a consequence of any breach of the Facility Rental Agreement by the Licensee, will be deducted from the Security Deposit.
- iii. Any deposits provided by the Licensee shall be held by the Association, without interest being paid thereon. Deposits will be returned within 10 business days of the termination of this License Agreement, subject to any final accounting adjustments. The deposit will be returned by the same payment method in which it was received.
- iv. New long term bookings require a non-refundable 50% deposit on the first month’s fee.

**2. NO TRANSFER OF BOOKING OR ASSIGNMENT OF RENTAL AGREEMENT**

A Licensee cannot assign the right to use the Facility to any other person, without the Association’s prior written consent, which may be given subject to such conditions as the Association considers appropriate or may be withheld at the Association’s absolute discretion.

**3. CANCELLATION**

**a. Cancellation by the Licensee**

- 1) If a cancellation occurs with less than 14 days notice, the Licensee forfeits the full amount of the Security Deposit.
- 2) If a cancellation occurs with 14 or more days notice, the Association will refund the full cost of the rental and the full Security Deposit.
- 3) All cancellations or requests to change the bookings must be made in writing, by email, to [info@cmcommunity.ca](mailto:info@cmcommunity.ca).

**b. Cancellation by the Association**

- 1) The Association reserves the right to cancel this Facility Rental Agreement without notice upon any breach of the terms herein. Accordingly:
- 1) all cancellations will be at the sole discretion of the Association's Office Administrator;
- 2) if at any time the Licensee has misrepresented the intended use of the Facility, the Association has the right to cancel the event, even if it is in progress;
- 3) events not conforming to accepted community standards, or any events that have been scheduled under false pretenses provided by the Licensee will be rejected and/or cancelled; and
- 4) in the event of cancellation, the Licensee will be financially responsible, in full, for any and all terms as set forth in this License Agreement.

**4. USE OF THE FACILITY**

a. The Association grants the Licensee a non-exclusive licence to use the Facility, or such part of the Facility as specified in the Facility Rental Agreement, for the Rental period, for the purposes detailed in the Facility Rental Agreement, on the terms set out in the Facility Rental Agreement. The Facility must not be used for any purpose other than the use or purpose stated in the Facility Rental Agreement. The Association has absolute discretion to prohibit access by the Licensee to any part of the Facility, including, for example, storerooms, kitchens and any portions of the Facility which are being used by a third party. Association staff and contractors shall have access to the Facility at all times. The Licensee agrees that the Association can rent the Facility, or part of the Facility, to another party on the same day, provided that the other rental will not, in the Association's reasonable opinion, interfere with the Licensee's use of the Facility.

**b. Access to the Facility**

- i. The Licensee must not access or use any part of the Facility prior to or beyond the Rental period. The booking time stated in the Facility Rental Agreement must include the time at which the first person will arrive at the Facility to set up and the time that the last person will leave the Facility. Any unauthorized access is prohibited. The Licensee must ensure that:
  - 1) all persons attending the Facility must leave in a quiet and orderly manner at the end of the Rental;
  - 2) all persons have left the Facility and the immediate surrounds of the Facility by the time stated in the Facility Rental Agreement or, if not stated, by 1:00am; and
  - 3) upon exiting the Facility, the Facility is locked.
- 2) If the Facility is accessed outside of the Rental period, or if the Facility or the surrounding area is not vacated by the end time of the Rental, this will be a breach of the Facility Rental Agreement and the Association will retain the Security Deposit.
- 3) Keys and Codes
  - 1) During the week prior to the Rental, the Association will give the Licensee, as applicable:
    - i) Main Floor: a four-digit code to the north entrance. The Licensee must not provide the code to any person who is not a party to the Facility Rental Agreement.
    - ii) Basement: a key to the basement north entrance. The Licensee must return the key to the locked mailbox outside the Main Floor north entrance at the end of the Rental.
    - iii) Security Alarm Codes: a separate entrance code and exit code for either/both the Main Floor and/or the Basement. The Licensee must not provide the codes to any person who is not a party to the Facility Rental Agreement.
  - 2) The Association may retain all or part of the Security Deposit:
    - i) to replace any key which is damaged; or
    - ii) if any key is not returned, to replace the key.

**c. Condition of Facility**

The Licensee acknowledges and agrees that, unless the Licensee demonstrates otherwise to the satisfaction of the Association, the Facility, and all fixtures, fittings, equipment or items at the Facility, are deemed to be in a good and clean condition and working order at the start of the Rental.

**d. Safety**

The Licensee must ensure that:

- i. the capacity of the Facility (as posted in the Facility) is not exceeded at any time; and
- ii. at all times, exits, doors, corridors and gateways are kept clear so that they can be immediately used in the event of an emergency.

**e. Prohibited Activities**

- i. *Gambling* - Except as set out in this condition, the Licensee must ensure that no games of chance, in which money is directly or indirectly passed as a prize, are conducted at the Facility. The Licensee may,

with the consent of the Association, use the Facility for games of bingo, raffles or similar activities, provided that the Licensee has obtained any necessary permits.

- ii. *Smoking (Tobacco or Cannabis) & Vaping* - Smoking & Vaping is not permitted inside of the Facility. Nor is it permitted within 5 metres of any doorway, window or air intake. The Licensee must ensure that, where the Facility will be attended predominantly by underage people, no smoking or vaping by any person is permitted at the Facility, including the immediate vicinity of the Facility. Cannabis is not permitted in or on the building premises. Nor is it permitted in the Facility parking lot. The City of Calgary smoking bylaws must be adhered to at all times.
- iii. *Smoke machines, candles, flames and pyrotechnics*  
The Licensee must ensure that no smoke machines, lit candles, naked flames of any kind, or any form of pyrotechnics, are used at the Facility or on the surrounding land, with the exception of birthday cake candles. The Licensee is liable for:
  - 1) the cost of any attendance by any emergency services at the Facility in relation to any incident or alarm arising out of or connected to the use of an item prohibited by this condition. Please note the cost of attendance at our facility by Emergency Services is currently \$1000. This amount may change subject to the frequency of attendance at our facility. The Licensee will be liable for the cost of attendance at the time of the incident, which may be higher or lower than \$1000.
  - 2) any damage to any part of the Facility or surrounding property that is caused directly or indirectly by the use of any item prohibited by this condition.
- iv. *Helium Balloons*
  - 1) Helium balloons are allowed only under the following acknowledgement: Helium balloons must be tied down. In the unlikely event that one of them becomes loose and floats to the roof, it is the responsibility of the Licensee to ensure the balloon is removed. If a balloon is left at the roof and, upon deflating, falls to the floor setting off the motion sensor alarm, a \$100 charge will apply for the security company's response.

**f. Setting Up/Cleaning**

- i. The Licensee is responsible for setting up and clearing away all equipment and furniture to its original location. The set-up and clean-up time must be included in the Rental period on the Facility Rental Agreement. All equipment, goods and other items brought into the Facility by the Licensee must be removed from the Facility at the end of the Rental.
- ii. If the Licensee chooses to waive the Walk-Away Cleaning fee as specified in the Schedule B – Fee Agreement, the Licensee agrees that:
  - 1) all decorations will be removed from the walls and surrounding area;
  - 2) chairs will be cleaned, stacked on the provided carts;
  - 3) tables will be wiped down, collapsed, and placed neatly against the wall in the storage space;
  - 4) floors will be swept clean of all debris and mopped if necessary;
  - 5) garbage will be placed in garbage bags and removed from the Facility by the Licensee at the end of the event; and
  - 6) should additional clean-up by the Association be required, the amount for that clean-up will be charged at the hourly rate as outlined in the Schedule B – Fee Agreement and deducted from the Security Deposit refund.

**g. Responsibility and supervision**

The Licensee must remain at the Facility at all times during the Rental period and must ensure that all children under the age of 18 are supervised by parents or guardians at all times. It is unacceptable to leave children alone in a room or to allow them to play on or near the stairs. Any Licensee who has left children unattended and/or any damage that has occurred by unattended children will be subject to forfeiting their Security Deposit.

**h. Damage to building, equipment or any item at the Facility**

The Licensee must ensure that the floors, walls or any parts of the Facility are not broken or pierced in any way by any nail, screw or any other means. No audio, electrical or TV installation, decorations, posters, advertisements, flags, shields, emblems or any other thing shall be attached, erected, fixed, hung or displayed in or on the Facility, unless approval is given by the Association. The Licensee is responsible for any damage to the building or any internal part of it caused by any such items. It is acceptable to use painters' tape or 3M removable adhesive to secure decorations to the walls, however the Licensee must be cautious when removing such items as the Licensee will be responsible for any damage caused by removing such items. The Licensee is responsible for any damage to the Facility, including the area surrounding the Facility, fences,

fittings, furniture, curtains, equipment, and other property at the Facility, that occurs during the rental period or as a result of, or in connection with, the Licensee's rental of the Facility.

i. **Noise Levels/Amplification**

All music (live or amplified) must cease by 10:00pm. Noise levels from any music, amplification and/or public address systems must not exceed 65dBA. Noise emitted from the Facility must not be louder than that of a normal conversation when heard at any nearby residences. The Licensee must ensure that their use of the Facility does not cause any disturbance to the peace and quiet of the neighbourhood.

j. **Food and Beverages**

i. The Licensee agrees that in the event alcohol will be purchased and served inside the Facility:

- 1) Any alcohol served or permitted at the Facility must only be consumed within the confines of the building, it is unacceptable to consume alcohol on the grass or patio areas;
- 2) The Liquor license must be posted in a prominent location at the event;
- 3) AGLC inspectors and police must be admitted to any premises covered by a license;
- 4) The Licensee is responsible to keep all liquor purchase receipts to show to A.G.L.C. upon request;
- 5) The Licensee is responsible for the conduct of guests;
- 6) The Licensee is responsible to ensure over-service does not occur;
- 7) The Licensee is responsible to ensure no minors are sold or provided liquor;
- 8) The Licensee must ensure responsible supervision is provided;
- 9) The A.G.L.C. recommends a supervision ratio of one person to supervise for every 50 people, plus one at every door; and

ii. No food or refreshment of any kind shall be sold at the Facility without the prior written consent of the Association. The Association may withhold its consent, for any reason, and any consent given can be on any terms the Association considers appropriate, at its absolute discretion. No consent will be given unless the Licensee demonstrates that it has obtained any necessary permits for the preparation and sale of food. The Licensee must ensure that, where any catering is provided by a person or company that person or company has a food handling permit issued by Alberta Health Services.

iii. The kitchenette on the Main Floor is only available for counter space, microwave use and refrigerator/freezer use. No cooking, warming or oven use of any kind. The kitchenette in the Basement is only available for warming items. It is not a cooking kitchen. Items such as boiling water for hot dogs, pasta or coffee is acceptable. The ovens may be used for warming items only.

iv. The Licensee agrees they will be responsible for payment of the cost of attendance at the Facility by Emergency Services due to kitchen/oven use.

## 5. **INSURANCE**

Community Association insurance does not extend coverage to third party renters. The Association strongly encourages the Licensee to have their own insurance. Private functions should assess their personal liability for high risk activities including, but not limited to, food and alcohol service and number of attendees. A Licensee which holds its public liability insurance which will provide cover with respect to any personal injury, death or property damage must provide the Association with a certificate of insurance for the policy, and a copy of the policy. The policy must be valid for the date(s) of rent and provide cover to the satisfaction of the Association.

a. **Events & Programs in Community Facilities**

The Association may designate that a booking is an "Event" or "Program" where the function/event/program is or will be advertised to the public and/or the Licensee is selling entry tickets to the public or registering members of the public. If the Licensee's booking is classed as an "Event" or "Program", the Licensee will be required, as a condition of Rental, to obtain additional insurance if the size, type or risk of the event/program, in the opinion of the Association, requires additional insurance coverage. **All "Events" and "Programs" that are attended by minors must have applicable Abuse Insurance and proof must be provided to the Association.** The Licensee must obtain the additional insurance cover at their cost.

**6. INDEMNITY**

The Licensee agrees to indemnify, keep indemnified and hold harmless the Association, its volunteers, its Board, its servants and agents, and each of them, from and against all claims, actions, costs (including legal costs, on a full indemnity basis), charges, losses, expenses and damages suffered by the Association directly or indirectly as a result of or in relation or in connection with the Licensee's rental of the Facility or use of the Facility.

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Licensee's Signature

\_\_\_\_\_  
Organization

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Association Staff Signature

\_\_\_\_\_  
Title