

Town of Millet Facilities Rental Agreement

This Agreement made this _____ day of _____, 20_____

Between:

The Town of Millet, Box 270, 5120 50th Street, Millet, AB T0C 1Z0

(hereinafter referred to as the 'Owner')

and

(hereinafter referred to as the 'Renter')

Contact Name: _____

Contact Phone Number: _____ Email Address: _____

Mailing Address: _____

In consideration of the agreements hereinafter set forth, the Town hereby grants to the Renter the right to use the premises in the Building(s) known as _____ (hereinafter called the "Premises").

Dates & Times of Rental: _____ Type of Function: _____

Premises	Capacity	Rental Price	Dates Requested	Please Check	Total
Community Hall \$300.00 Damage Deposit \$75.00 Key Deposit Must provide Liquor License and PAL insurance prior to event. 2-hour minimum booking	Max. Occupancy 218	\$350.00 Weekday – All day 9:00 am – 3:00 am Monday – Friday			
	<input type="checkbox"/> Renter Initials Renter is required to circle the above number and initial (opposite) as per clause 18 on reverse.	\$400.00 Weekend – All day 9:00 am – 3:00 am Saturday or Sunday			
		\$25.00 per hour Monday – Friday			
		\$30.00 per hour Saturday or Sunday			
Hugo Witt Meeting Room (Located in Agriplex) \$100.00 Damage Deposit \$75.00 Key Deposit	Max Occupancy 60	\$18.00 per hour Family/Youth Groups and Non-Profit			
	<input type="checkbox"/> Renter Initials Renter is required to circle the above number and initial (opposite) as per clause 18 on reverse.	\$25.00 per hour Business			
Banquet Room (Located in Agriplex) \$1000.00 Damage Deposit \$75.00 Key Deposit Must Provide a Liquor License and PAL insurance prior to event 2-hour minimum booking	Max. Occupancy 384	\$500.00 Full Rental (one day) Kitchen & Bar included			
	<input type="checkbox"/> Renter Initials Renter is required to circle the above number and initial (opposite) as per clause 18 on reverse.	\$250.00 Open House No Liquor/ No Dance			
		\$250.00 Gift Opening after Wedding 8am – 2pm			
		\$28.00 per hour Local Non-Profit			
		\$40.00 per hour Local Business			
		\$52.00 per hour Non-Local Business			
Banquet Hall Kitchen \$500 damage deposit		\$100.00 (5 Hours)			
Corkage Fee <i>Must Supply Bartender & Mix</i>		\$50.00 Must Provide a Liquor License Prior Event			
Funeral \$75.00 key deposit		\$200.00			

Would you like this event to be promoted by Millet Tourism?

Yes No

Subtotal of Rent: _____

GST: _____

Plus Damage Deposit: _____

Total: _____

General

1. Renters are welcome to inspect the facility prior to their function and advise the Town Office of any unsatisfactory conditions pertaining to the cleanliness or damaged items.
2. All persons using a Town rental facility must have completed and signed a Rental Agreement Form. The terms and conditions applicable to the rental of any Town owned rental facility shall be described herein.
3. An additional rental fee may be charged to any person(s) or organizations whose function carries on beyond the set time in the agreement or as permitted in any facility as per Schedule "A".
4. Renters are required to complete and sign a Rental Checklist as per Schedule "B".
5. If the renter will have campers outside of the Agriplex for their function they must obtain written authorization from the Town CAO before their event and give a copy to the Director of Public Services or designate. This does not apply to the Lions camp ground.
6. If there are any problems with the facility, contact the Administrative Assistant at 780-387-4554.
7. Smoking is prohibited in all Town buildings.

Rental Deposit and Payment Schedule

1. Deposits: The damage deposit must be received within 14 days of the initial booking to secure the date. Dates not secured with a deposit within the 14-day period are removed from the booking calendar.
2. The rental must be paid in full not less than 14 days prior to the event unless prior arrangements have been made with the Director of Public Services or designate. The renter will not be allowed in the premise until rent has been paid.
3. In the event of damage, negligence in cleaning, or missing items: funds required to repair, replace, or clean the area in question, will be deducted from the damage deposit before return. If a full damage deposit is not returned, a written explanation of deductions will be presented to you.
4. The Renter agrees to pay to the Town as rent for the use of the premises, the amount pursuant to the Town of Millet Rental Agreement. All payments shall be made payable to the Town of Millet.

Keys

1. Keys to the facility must be signed out, adhering to the procedures as stated in the Key Release Agreement Policy, and picked up at the Town Administration Office on the last business day prior to the function, and returned on the agreed upon date. Renter understands that if the key is not picked up prior to their event there is a **\$150.00 call out charge**. Keys must be picked up before 4:30pm Monday – Friday at the Town Administration Office located at 5120 50th Street (office closed between 12:00 – 1:00 pm).

Legal Responsibilities

1. In the event that the function is to serve liquor, it is the responsibility of the Renter, at their sole cost to:
 - a) Obtain an appropriate liquor/permit license. Failure to comply with the Provincial Liquor Laws may result in the loss of the right for the Renter to use the facility in the future.
 - b) Obtain Host Liquor Liability Insurance (PAL Insurance) of not less than \$2,000,000 dollars and forward a Certificate of Insurance evidencing such coverage to the Town of Millet within one (1) week prior to the function. The Renter agrees that the insurance policy referred to herein will:
 - i. name the Town of Millet as an additionally named insured on said policy as their interest may appear, and
 - ii. contain a severability of interest clause and/or a cross liability clause.
 It is agreed by the Renter that they shall sign and provide to the Owner at the time of execution of the Agreement, an Acknowledgement and Waiver, in the form attached hereto as Schedule (C).
2. The Renter will, at all times, indemnify and save harmless the Owner, and its Directors, its Councillors, its Officers, and agents, from and against all actions, claims, demands, suits, proceedings, damages, costs (including without restricting 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, its Councillors, its 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, costs or expense was caused by intentional acts or gross negligence of the Owner.
3. Renter Warranty: The Fire Code Regulations prescribe a maximum occupancy that limits the number of persons allowed on the premises during a function. The specific limit applicable to each rental facility is stated under the 'Capacity' column on the reverse side of the Agreement Form. Renters are required to both a) circle the Maximum Occupancy limit applicable to the Facility they are renting, and b) initial in the space provided on the reverse side to indicate that they are FULLY aware of the maximum occupancy number applicable to their function. The Renter specifically agrees and warrants that this maximum occupancy limit will NOT be exceeded at any time and that, if this condition is breached, they will be held fully responsible and accountable for all legal and other consequences of their breach.

Housekeeping Requirements

1. Any kitchen utensils or supplies required beyond those currently supplied at the facility are the responsibility of the Renters.
2. Removal of any equipment from any facility is prohibited.
3. Set up and tear down is the responsibility of the renter.
 - a) Tables and chairs are to be wiped down before tear down.
 - b) Tables must be put away and chairs re-stacked (chairs stacked no higher than 10).
4. Cleaning of the facility and kitchen facilities (if applicable) must be done immediately after the function unless special arrangements have been made with the Administrative Assistant (i.e. morning after an event).
 - a) Kitchen dishes are to be washed, sanitized and returned to cupboards.
 - b) Floors must be cleaned with Wet and/or Dry Mop (ensure that dry brooms are NOT put through wet areas).
 - c) All Garbage is to be emptied and removed to the outdoor garbage container.
 - d) Oven must be cleaned, if used.
 - e) Bar must be cleaned, and jiggers washed (if used).
 - f) Use ONLY approved cleaning supplies, no outside cleaning products are to be used.

***THE FACILITY IS TO BE LEFT IN THE BEST POSSIBLE CONDITON FOR THE NEXT GROUP USE.
CUSTODIAN REPORTS ARE SUBMITTED TO THE TOWN OFFICE AFTER EACH FUNCTION.***

Date: _____ PER: _____
Renter Witness for Renter

Date: _____ PER: _____
Director of Public Services or designate Witness

SCHEDULE B
RENTAL CHECKLIST

Rental Checklist

The following items have been explained to the Renter and have been initialed by Renter.

_____ Audio/visual presentation system (if applicable)

_____ Location of cooler switches (if applicable)

_____ Air conditioning/heat system explained (if applicable)

_____ Contact information in case of emergency.

_____ Building lock up (allan key if applicable)

_____ Customer was instructed where to pick up his keys. Additional call out charge explained.

_____ Applicable licenses/PAL insurance obtained (if required)

Renter signature _____

ATTACHMENT C

Acknowledgement and Waiver

Renters, as defined in the Agreement dated _____, 20____, herein acknowledge that it is their sole responsibility for obtaining all necessary liquor permits, required licenses and Host Liquor Liability Insurance for the function, as defined in the Agreement.

It is understood by the Renters, their agents, employees, invitees or contractors that no alcoholic beverages will be consumed on the premises or the surrounding grounds of the Owner, without first obtaining the prior written consent of the Owner.

If the Owner has provided consent to the Renter, their agents, employees, invitees or contractors for alcoholic beverages of any kind to be consumed on the premises or on the premises grounds, the Renter acknowledges that it will purchase from a licensed insurance agent or broker a Host Liquor Liability Insurance Policy in an amount not less than \$2,000,000.00, and shall name, as an additional insured, THE TOWN OF MILLET under such policy. The Renter agrees to provide to the Owner, or its representative, a Certificate of Insurance evidencing the coverage not less than three (3) days prior to the function, as defined in the Agreement.

It is further agreed that at all times the Renter shall, without limitation, indemnify and save harmless THE TOWN OF MILLET, its councillors, officers, employees, volunteers and all other representatives from and against all liability, claims, actions, losses, costs or damages arising out of actions or omissions of the Renter.

This Waiver/Acknowledgement shall survive the termination and/or expiration of the within Rental Agreement between the Owner and the Renter.

Dated this _____ day of _____, 20____, _____, Alberta

Town of Millet Authorized Rep. (print name)

Signature

Renter

Renter

Acknowledgement

The Renter acknowledges, by their initials that alcohol will be served or consumed at the function. _____.

The Renter acknowledges, by their initials, that alcohol will **NOT** be served or consumed at the function. _____.