

**UNION BAY COMMUNITY CLUB AND RECREATION ASSOCIATION
RENTAL AGREEMENT**

CONTACT NAME: _____

Licensee/Organization: _____

Name or Nature of Event/Program: _____

Mailing Address: _____

E-mail address: _____ Phone #: _____

Date(s) and Times of Event/Program:

DAY 1: _____ Set-up: _____ Event starts: _____ Event ends: _____ Clean-up ends: _____

DAY 2: _____ Set-up: _____ Event starts: _____ Event ends: _____ Clean-up ends: _____

DAY 3: _____ Set-up: _____ Event starts: _____ Event ends: _____ Clean-up ends: _____

(additional charge(s) may apply if actual Event times exceed Agreement times)

FOR EVENTS WHERE ALCOHOL WILL BE SERVED, SOLD, OR CONSUMED:

BC Government Liquor and Cannabis Regulation Branch

<https://justice.gov.bc.ca/lcrb/sep>

SPECIAL EVENT PERMIT # _____ (refer to Rental Agreement clause #15)
A copy of which is to be attached to the application.

EXTRA INSURANCE POLICY # _____ (refer to Rental Agreement clause #19)

Event Deposit (25% of Event Fee due at signing) Amount Paid \$ _____ Date Paid _____

Final Payment & Damage Deposit (due 30 days prior to event) \$ _____ Due Date _____

The documents included in this Rental Agreement (the “**Agreement**”), when signed, constitutes the whole of the Agreement between the Union Bay Community Club and Recreation Association (the “**Association**”) and the above-named person, persons, group, or organization (the “**Licensee**”).

The Licensee specifically acknowledges receipt of and agrees with the terms and conditions of the Agreement.

The undersigned warrants that he/she is a duly authorized representative of the Licensee.

Authorized Representative for the Licensee

Date

Authorized Representative for the Association

Date

RENTAL RATES & PAYMENT SCHEDULE

Rentals	Up to 4 Hrs	Full Day	Calculations & Comments
Main Hall (Renwick) Seating Capacity 200	\$175	\$300	
Dining Room (Emily Peters) Seating Capacity 60	\$80	\$140	
Dining Room & Kitchen	\$150	\$275	
Main Hall, Dining Room & Kitchen	\$550		
Main Floor Commercial Kitchen Caterers and Professional Use Minimum of 2 hours	\$30/hour Maximum \$200		
Projector or Portable Microphone/Speaker System	\$50		
Outside Field Area Includes Lower Hall Washrooms	\$75	\$140	
Concession Includes Lower Hall Washrooms	\$115/1 day \$215/2 days \$280/3 days		
Camping Includes Lower Hall Washrooms Room for about 15 RVs and tents	\$70		
10x10 Outdoor Tent	\$50/each		
Electronic Sign for Event	\$25		
Hall Access for Set Up Prior Day When available, after 4:00pm	\$100		
Hall Access for Clean Up Next Day When available, 8:00am to 12:00pm	\$100		
Total Event Fee			

Payment Record	Damage Deposit \$200/\$500	
	Total Event Amount	
	Event Deposit (25% of Total Event Fee)	
	Final Payment (Event Fee + Damage Deposit - Event Deposit)	
	Date Final Payment Due (30 Days Prior to Event)	
	Amount of Damage Deposit Refund	
	Date Damage Deposit Refunded	

POST-EVENT CLEAN UP

- | | |
|--|--|
| <input type="radio"/> No Issues, Damage Deposit to be returned in full | <input type="radio"/> All Keys Returned |
| <input type="radio"/> Cleaning inadequate. Extra Fee Charged \$ _____ | <input type="radio"/> Key(s) Missing Fee Charged (\$25 per key) \$ _____ |
| <input type="radio"/> Damage Extra Fee Charged \$ _____ | <input type="radio"/> Additional Event Time Charge \$ _____ |

Description of Damage: _____

RENTAL INFORMATION

AV EQUIPMENT

The hall contains a standard sound system with two speakers mounted by the stage, a microphone and a CD player with a cable to connect devices. A portable microphone/speaker system and a projector are available to rent for an additional charge.

ELECTRONIC SIGN

The electronic sign on site is available to advertise your Event for an additional charge. Please provide your Event details to the Association representative with your signed Agreement.

DECORATIONS

All decorations must be flame retardant. The use of glue, nails or staples is forbidden. Masking tape or painters' tape may be used to hang decorations. No tape of any kind may be used on the floors.

SECURITY

Security of the building is your responsibility during your event. Appropriate keys will be provided to you as arranged with a representative for the Association. You will be charged a **\$25 replacement fee** for any lost key.

POST-EVENT CLEAN-UP

The facilities, equipment, and grounds must be left clean, tidy, and in good repair.

Cleaning supplies for indoor event rentals are located in the Women's washroom. The mop, bucket, and broom are in the kitchen along with kitchen cleaning supplies.

Upon request, an independent cleaner is available for an additional charge.

Cleaning checklist (check off as applicable):

General Cleaning of All Interior Areas

- Remove all decorations and tape.
- Return chairs and tables to appropriate storage areas, do not cover the floor vents.
- Sweep and mop floors.
- All garbage collected and placed in the outside bin, ensure bin is locked.
- All recycling removed for disposal off-site.
- Washrooms cleaned.
- Lights turned off and doors locked.
- Keys placed in the black box outside the dining room door.

Dining Hall

- Clean and drain Coke machine.
- Clean and return portable bar to storage area.

Kitchen

- Oven/range turned off and oven and refrigerator(s) cleaned of any spillage.
- Dirty dish clothes and towels to be left in kitchen sink for washing.
- Dishes and utensils cleaned and returned to original storage area.

Outside Area (tennis court, ball diamond, field area, concession)

- All garbage collected and placed in bin, ensure bin is locked.
- All recycling removed for disposal off-site.
- Return equipment to storage cabinet and ensure cabinet is locked.
- Lower hall washrooms cleaned.
- All gates and doors locked, and keys placed in black box outside dining room door.
- Concession:
 - Remove all food.
 - Turn off and clean all appliances.
 - Sweep and mop the floors.
 - Lock door and serving windows.

UNION BAY COMMUNITY CLUB AND RECREATION ASSOCIATION RENTAL AGREEMENT TERMS AND CONDITIONS

WHEREAS the said person, persons, group or organization (“the **Licensee**”) seeks to rent all or part of the lands and buildings located at **5401 South Island Highway**, Union Bay, British Columbia, (“the **Premises**”) from the Union Bay Community Club and Recreation Association (“the **Association**”) for a particular event or series of events (the “**Event**”):

AND WHEREAS the Licensee agrees to take responsibility for all attendees, with constitutes the Licensee themselves, their group or organization, all guests, and any other person who attends the said Event, whether admission is charged and/or whether admission is paid.

THEREFORE in consideration of the payment of the said Event Deposit, Damage Deposit and Event Fee by the Licensee to the Association, and in consideration of the mutual covenants and terms and conditions contained in this Agreement, the parties agree that the Licensee may hold the event described on page 1 of this Agreement, at the Premises based on the following:

EVENT FEE:

1. The Licensee agrees to pay the total Event Fee indicated in the Agreement. The Licensee agrees to pay the balance of the Event Fee thirty (30) days prior to the event date; failure to pay the balance when due will result in the Association being permitted to retain all monies paid to date in satisfaction of liquidated damages resulting from a breach of this Agreement.

EVENT DEPOSIT:

2. The Licensee shall pay **non-refundable Event Deposit** at the time of signing the Agreement, in the amount of **twenty-five percent (25%) of the total Event Fee**.

DAMAGE DEPOSIT:

3. The Licensee shall also pay a Damage Deposit no less than thirty (30) days prior to the Event; such Damage Deposit shall be returned to the Licensee within thirty (30) days following the Event, less cost for the cleaning or repair of the premises, additional charges for Event times, or the replacement of furniture, furnishings, fixtures, or appliances which, in the absolute discretion of the Association, are reasonable and necessary.

ADDITIONAL CHARGES:

4. Additional charges may be levied against the Licensee in the event the cost of cleaning or repairs of the premises, or the replacement of furniture, furnishings, fixtures or appliances exceeds the total amount of the original Damage Deposit.

CANCELLATION:

5. Cancellation of this Agreement by the Licensee more than thirty (30) days prior to the Event will result in a refund equal to fifty (50%) percent of all monies paid to date, over and above the original non-refundable Event Deposit. Cancellation of this Agreement within thirty (30) days of the Event will result in no monies being refunded. In either case, the amount retained shall be the measure of liquidated damages due to the Association for the breach of the Agreement.

KEYS:

6. Keys will be provided to the Licensee upon payment in full of the Event Deposit, Damage Deposit and Event Fee, on the day prior to, or on the first day of the Event.
7. All keys are to be returned immediately following the end of the Event.

COMPLIANCE:

8. The Licensee shall comply with all laws, bylaws, and regulations in effect.
9. The Licensee shall comply with all fire laws, bylaws, and regulations, including:
 - (a) Limitation on the number of attendees;
 - (b) Limitation of the total seating capacity;
 - (c) Keeping exits clear and open;
 - (d) Ensure that smoking is not permitted in the building.
10. The Licensee shall comply with the rules and regulations of the Association, including:
 - (a) Ensure that animals are not permitted in the building (except service dogs) unless authorized by a representative of the Association;
 - (b) Ensure that tables and chairs are not removed from the building unless approved in writing by a representative of the Association;
 - (c) Meeting with a representative of the Association for an inspection of the Premises prior to the Event and at the conclusion of the Event.
11. The Licensee shall take all reasonable steps to supervise the Event. Young children must always be under direct adult supervision while on the Premises.
12. The Licensee acknowledges that a representative of the Association has the right to terminate any activity at the Event that poses a threat to the safety of the participants or to the Premises.
13. The Licensee agrees that non-compliance of the terms and conditions in this Agreement, may result in the termination of the Event.

PERMITTED USES:

14. The Licensee shall use the Premises for the use declared only and not for any other purpose.

PROHIBITED USES:

15. The Licensee shall not use the Premises for any of the following uses:
 - (a) Any activity which is or may be, illegal;
 - (b) Any activity which is, or may cause damage to person or property;
 - (c) Any activity which does, or may, bring the Association into disrepute;
 - (d) The Licensee shall not sell, serve or permit the consumption of alcohol without a BC Liquor and Cannabis Regulation Branch (LCRB) "Special Event Permit";
 - (e) The Licensee shall not sell or serve alcohol to minors;
 - (f) The Licensee shall not permit minors to consume alcohol on the premises.
16. The Licensee shall not transfer, assign, or sublet the Agreement to any other party.

ADVICE:

17. The Licensee shall advise anyone to whom alcohol is sold, or served, or who consumes alcohol on the premises of their personal and legal responsibilities.
18. The Licensee shall take all reasonable steps to ensure that anyone who is sold, or served, or who is allowed to consume alcohol on the premises, arrives home safely.

INSURANCE:

19. The Licensee shall be responsible for securing a policy of insurance sufficient to cover any possible claims for injury, loss or damage to persons or property incurred during, before or after the Event. The following tables should be used to determine the level of insurance required.

Points	Risk Factor	Minimum Liability Insurance Required
1-2	Low	None
3-5	Medium	\$ 2 million
6-8	Medium	\$ 3 million
9-13	High	\$ 5 million
14+	High	As recommended by insurer

Risk Factors	Points	Points Allocated
Attendance (minimum expected): 1 to 100	1	
101 to 300	3	
301 to 1000	4	
Alcohol served	5	
Animals in attendance or involved in any activity	1	
Fireworks or open flame	9	
Food served to the public (unless covered under separate policy)	1	
People on roadway	1	
Rides offered of any kind, including mechanical and animal	2	
Stage	1/stage	
Motorize vehicle involvement	1	
Sport Activity: Non-contact (ex. tennis, running, yoga)	1	
Minor contact (ex. soccer, baseball)	2	
Contact (ex. football, rugby)	3	
Adventure Sports (ex. mountain biking, kayaking, rock climbing)	5	
Total Points		

LIABILITY:

20. The Association, its directors, and members, shall not be liable for any injury, loss or damages to persons or property incurred by the Licensee, its group or organization, its guests or attendees, or those with whom the Licensee contracts for goods and services during, before or following the Event.

INDEMNITY

21. The Licensee shall indemnify and save harmless the Association, its directors and members, from any damages resulting from injury, loss or damages to persons or property incurred by the Licensee, its group or organization, its guests or attendees, or those with whom the Licensee contracts for goods and services during, before or following the Event.

IMPOSSIBILITY OF PERFORMANCE:

22. It is agreed between the Association and the Licensee that each party shall be relieved of its obligations under this Agreement in the event and to the extent of the performance of the Agreement if delayed or prevented by any cause reasonable beyond its control, including, but not limited to, the following: fire, flood, earthquake, or other Acts of God.

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