

**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 (\$100 Fee due at signing) \$ _____ 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 (all payments should be sent to treasurer@ubcc.ca)

Facility	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		
Wedding/Party Package (Main Hall, Dining Room and Kitchen) \$700 Includes: hall access from 6pm the prior evening to noon the following day, microphone & sound system, tables, chairs, all kitchenware, plates cutlery, cups, fridge, freezer, dishwasher, portable bar, electronic sign to display your special event, and final UBCC cleaning .			
Main Floor Commercial Kitchen For Caterers and Professional Use Minimum of 2 hours	\$30/hour Maximum \$200		
Outside Field Area Includes Lower Hal Washrooms	\$75	\$140	
Concession Includes Lower Hall Washrooms	\$115/1 day \$215/2 days \$280/3 days		
Camping Includes Washroom Room for about 15 RVs and tents	\$70/day		
Projector or Portable Microphone/Speaker System	\$25		
10x10 Outdoor Tent	\$25/each		
Hall Access for Set Up Prior Day When available, after 6:00pm	\$50		
Hall Access for Clean Up Next Day When available, until noon	\$50		
LED Sign to Display your Event	\$25		
Final UBCC Cleaning for Large Events (mandatory)	\$80-\$160		
Final UBCC Cleaning for Small Events (mandatory)	\$40 per hour		
Total Event Fee			
(\$100.00 to treasurer@ubcc.ca)		Event Deposit	
Damage deposit events up to 75 people	\$200		
Damage deposit events over 75 people & weddings	\$500		
(Event Fee - Event Deposit + Damage Deposit) Final Payment			

To Ensure Damage Deposit Refund

You must remove all personal items and food, put cleaned tables & chairs away, take down decorations, empty recyclables, garbage, including bathrooms and put it in outdoor bins provided.

Kitchen

Empty out fridges, wash, dry, and put away all used dishes, cutlery, and kitchenware. Ensure all items are left spotless and returned to their proper locations.

We do the final mandatory UBCC cleaning.

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. Use of confetti in the facility is strictly prohibited.

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.

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 of \$100.00** at the time of signing the Agreement.

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 any additional 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 and can be placed in the black lockbox just outside the door to the dining room.

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 100 101 to 300 301 to 1000	1 3 4	
Alcohol at your event	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) Minor contact (ex. soccer, baseball) Contact (ex. football, rugby) Adventure Sports (ex. mountain biking, kayaking, rock climbing)	1 2 3 5	
Total Points		0

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.

- END OF DOCUMENT -