



CRESTMONT
Homeowners'
Association

Venue Rental Agreement

Date: _____

The following agreement outlines the terms and conditions for the contract between Crestmont Hall and _____. By returning a signed copy of this contract this document will constitute a legally binding agreement according to the terms set forth below.

Between:

Address:

Calgary, AB

Phone:

Email:

And:

Crestmont Hall

12400 Crestmont Boulevard SW, Calgary, AB T3B 5W5

P: 403 475 7320

E: events@crestmonthall.com

Event Date:

Venue Access Time:

Event Time:

Venue Exit Date and Time

Contract Due Date

RENTAL FEE

| Payment Date Due | |
|-----------------------------|---|
| \$1,000.00 Security Deposit | 30 days before the date of the event. Refund will be processed within 10 business days after the Event. |
| 50% of Event Total | With signed Agreement (non-refundable) |
| 50% of Event Total | 30 days before the date of the Event |

The Renter agrees to pay Crestmont a room rental fee plus other service charges for the use of the venue under this Agreement as outlined above.

DEPOSITS AND PAYMENTS

Deposits and payments will be made by debit, credit, or cheque. For debit and credit payments, a Debit/Credit Authorization Form must be filled and signed to authorize the charges. Cheque payments must be made payable to "Crestmont Homeowners' Association". There will be a \$40.00 charge on all returned NSF cheques. A receipt from Crestmont Hall will be provided for each charge.



CANCELLATION AND RESCHEDULING

If the Renter wishes to terminate the contract, the \$1,000.00 security deposit shall be refunded. However, any balance deposits received shall be forfeited unless Crestmont is successful in renting the venue to another party for the same date the Event was to be held or the parties enter into a separate agreement for the Event on an alternate date which is agreeable to both parties. Cancellation or rescheduling must be done in writing and emailed to events@crestmonthall.com. In addition, a fee of \$250.00 will apply for cancellation and \$150.00 will apply for reschedule. Two weeks written notice is required for rescheduling.

VENUE ACCESS

An access card is provided to the Renter to allow access through the kitchen door. The access card must be returned to the Crestmont staff before the end of the event. A \$50 fee will be charged for unreturned or lost access cards. All personal belongings and rental properties must be removed from the venue by the exit date and time. Properties left by the Renter or his guests, agents, or vendors in the venue prior to, during, or following the Event is not the responsibility of Crestmont.

Failure to vacate the venue by the exit date and time, will result in a charge of \$100 per 30-minute block time.

SECURITY DEPOSIT

The Renter agrees to deposit \$1,000.00 as security deposit to cover any damage to the Venue. If the damages exceed the deposit amount, the renter will be responsible for the additional repair costs. This fee is fully refundable when designated staff is satisfied that all the terms of this Agreement have been fulfilled. The Hall is inspected before and after the rental. \$100.00 an hour, or any portion of an hour, will be charged to clean the Hall if any additional janitorial duties are required. This fee reflects the cost of hiring additional janitorial contractors on a short-term basis.

The Renter is responsible for accidental or intentional damage or missing items to the Facility and its contents for the duration of the Agreement Period while Crestmont Hall is in the Renter's care, custody and control. Such items will be deducted from the security deposit before the balance (if any) is returned. Any damage that is "willful or intentional" will result in the forfeiture of the entire deposit. The Renter is additionally responsible for the behaviour of all Guests while entering, occupying or leaving the Facility.

CONDITIONS OF USE

Renter Activities

The Renter's activities during the rental period are restricted to the portion of the hall that has been rented and are not permitted in any of the other amenities without prior approval from the Facility Manager. This includes the tot lot, spray park, fire pit, and lower level of the hall building. The outdoor green space behind the venue is both shared public property for the residents of the community. Renters may utilize this space; however, exclusive use cannot be guaranteed and is not included in the rental contract. The land immediately surrounding the storm pond is city property.

Kitchen

The kitchen is equipped with a sink, oven, and refrigerator. It is a warming kitchen only - cooking is not permitted within Crestmont Hall. The kitchen may be used for staging, heating, and serving food only. Kitchen storage and refrigerator space are limited.



Chairs and Tables

Crestmont Hall's chairs and tables are only for indoor hall use; these are not permitted to be used outdoors. Any chair, table, and stage panel rented to be brought into the hall must have felted footings and approved by the Facility Manager. The venue does not provide tablecloths, napkins, plates, cutlery, and glassware.

Liquor, Tobacco, Vape, and Cannabis & Smoking

Only alcohol brought in by the Renter included in the purchase receipts submitted are allowed in the venue. Corkage fees apply for all alcohol servings. No alcohol consumption is allowed outside of the venue.

Crestmont Hall is a non-smoking facility (this includes the front of the building, balcony/patio spaces). Smoking and vaping are only permitted at the side of the building by the designated smoker's receptacle. Cannabis use is not permitted.

Liquor, tobacco, vape, and cannabis use regulations will be enforced. Renters should familiarize themselves with liquor, tobacco, vape, and cannabis rules and regulations as outlined by the Alberta Gaming and Liquor Commission and the City of Calgary Bylaws 23M2018 and 24M2018. Failure to comply with the rules and regulations will result in a forfeit of the security deposit.

Noise

Crestmont Hall is located within a residential community and strictly adheres to the City of Calgary Noise Bylaw #5M2004. Except for background music during an outdoor wedding ceremony, there is to be no live music or speakers on the balcony/patio, all music must originate from inside the hall. Excessive noise or music must be turned down by 10:00 PM. Also, access to the balcony is restricted by 10:00 PM. All external venue doors must remain closed from 8:00 PM up to the end of the event to contain the noise or music within the hall.

Fire Alarm and Safety Equipment

If the fire alarm is activated without just cause, a \$250 fine will be charged to cover the costs of a false alarm. If the automated external defibrillator or fire extinguishers are mishandled, a \$250 fine will be charged.

ROOM SETUP AND TEARDOWN

Room setup requests must be made 14 days before the event date. If we do not receive specifications, Crestmont staff will setup the room however they see fit for the event. Crestmont is not responsible for setup or teardown of any equipment or service brought in by the Renter or his guests, agents, or vendors.

CLEANING

Renters are responsible for sweeping the floor, and to ensure that all garbage produced by the event be put into the garbage bins. If the venue is dirty for reasons beyond normal wear and tear an additional cleaning charge will apply at \$100 per hour. This includes chairs, tables, or walls that require cleaning, candles or wax on tables and floor, spills, and leftover food, and litter around the property.

LICENSE AND INSURANCE

Event Liability Insurance Coverage

The Renter must secure liability insurance coverage listing the following as additional insured: Crestmont Homeowners' Association. If you are having alcohol at your event, you must have the Host Liquor Liability or Party Alcohol Liability Insurance. If the Renter is providing or selling liquor, a Private Special Event Liquor License must be secured by the Renter. Records of all liquor purchases, such as receipts, to prove the source of all the liquor brought into the venue must also be kept by the Renter. These are required by the Alberta Gaming & Liquor Commission. Crestmont requires a copy of the private special event liquor license and liability insurance submitted 7 days before the date of the event.



DECORATIONS

Only painter's tape is allowed for securing décor to the walls (absolutely no Scotch or office tape, duct tape, gaffer's tape, or 3M Command Hooks and the like as these leave residues or damage painted surfaces). Any nails, thumbtacks, or pins are strictly prohibited. No open flames are allowed, candles must be placed in votive or enclosed holders. Confetti, glitter, rice, birdseed and the like are not allowed. Hanging décor onto wall and ceiling fixtures is also prohibited. Over each door and window hooks are installed for use to hang décor. It is the responsibility of the Renter to ensure that their hired decorator removes or discards of any décor material brought into the hall and leave the hall in the same condition as it was found. Dispose of garbage into the kitchen waste bins at the end of the event.

CATERING

Crestmont is not responsible for arranging hall access with the Renter's caterers unless previous arrangements are made with Crestmont staff. It is the responsibility of the Renter to ensure that the caterer abides by the Alberta Food Safety Regulations. It is also the responsibility of the Renter to ensure that the caterer removes or discards food and serving ware from the buffet, tables, and kitchen. The Renter is responsible to clean any spills and disposes all food into the kitchen compost bins at the end of the event. The kitchen should be left in the same condition as it found.

OUTSIDE VENDORS, EQUIPMENT, AND PROPERTIES

All equipment and properties brought in by the Renter or his guests, agents, or vendors must be taken down by the Renter or his guests, agents, or vendors and removed from the venue by the end of the event. Nothing may be left or stored in the hall after the event. Properties left by the Renter or his guests, agents, or vendors in the venue prior to, during, or following the Event is not the responsibility of Crestmont.

ENTANDEM: SOCAN & RE:SOUND LICENSING FEE

All events with musical entertainment, live or recorded, are subject to both SOCAN and RE:SOUND charges. The fees collected by these two agencies are licensing fees and/or distributed as royalties to the original artists, and do not represent any revenue for the venue.

SAFETY AND SECURITY

The Renter or his/her guests, agents, or vendors shall not perform any act or carry on any practice, which may damage the venue or be a nuisance or menace to the neighbours of the venue. The Renter agrees that Crestmont, its staff, or its agents may remove from the venue any person who has caused or is causing damage to the venue, has or is creating a nuisance in or about the venue or is being aggressive or violent towards staff or other guests or has failed or is failing to comply with any applicable laws, regulations, or by-laws.

FUTURE CHANGE OF CONTROL

Crestmont is currently controlled and run by agents or employees of Qualico Developments West Ltd. ("Developer"). Please be aware that Crestmont's bylaws contemplate a future change of control of Crestmont from the Developer to the residents of the neighbourhood of Crestmont. After this change the Renter hereby agrees to Crestmont's jurisdiction regarding rentals.

INDEMNIFICATION

The Renter will indemnify and save Crestmont, its employees, servants and agents, or any one or more of them, harmless from all liabilities, fines, suits, claims, demands and actions of any kind or nature for which Crestmont, its employees, servants and agents, or any one or more of them, shall or may be liable or suffer by reason of any breach, violation or non-performance by the Renter of any covenant, term or provision hereof or by reason of any death or injury resulting from, occasioned to or suffered by any person or any property by



reason of any act, neglect or default on the part of the Renter or his guests, agents, or vendors; such indemnification in respect of any such breach, violation or non-performance, damage to property, injury or death occurring during the term of this Agreement shall survive the termination of this Agreement, anything in this Agreement to the contrary notwithstanding.

LIABILITY

The Renter agrees that Crestmont shall not be liable or responsible in any way for any personal injury or death that may be sustained by the Renter or his guests, agents, or vendors or for any loss or damage or injury to any property. Crestmont shall not be liable for any damages to any of the Renter's property caused by steam, water, rain, or snow which may leak into or fall from any part of the venue. The Renter acknowledges that he and his guests, agents, or vendors use the venue entirely at their own risk.

FORCE MAJEURE

Crestmont will use reasonable efforts to make the venue, equipment, and/or services available to the Renter during the date and time set out in the Agreement. However, if there exist any causes beyond our reasonable control, including but not limited to acts of God, changes in the laws of Canada or Alberta or Calgary or our institutional policies, government restrictions, wars, fires, floods, storms, and building system failures, Crestmont may terminate this Agreement.

TERMINATION

Crestmont reserves the right to terminate this Agreement without prior notice for non-payment or for any breach of the Agreement by the Renter.

CLIENT SIGNATURE

I have read and understood the policies concerning events held at Crestmont Hall. I agree to uphold them and ensure that guests, agents, and vendors will abide by the policies. I understand it is my responsibility to inform the guests, agents, and vendors that they must also conform to this set of guidelines.

Signature

Date

Signature

Date



Credit Card Authorization

Please complete all fields. You may cancel this authorization at any time by contacting us. This authorization will remain in effect until cancelled or event account is settled

| | |
|------------------------------------|--|
| Name | |
| Event Date | |
| Cardholder Name (as shown on card) | |
| Card Number | |
| Expiration Date (mm/yy) | |
| CVC | |
| | |

I _____ authorize Crestmont Hall to charge my credit card d above for the agreed upon event services. I understand that my information will be saved to file until my event account is settled.

Signature

Date