

## **Pinnacle Ridge Estates (Sturgeon) HOA**

### **Rental Agreement**

#### **1. General Information**

1.1 The Association reserves the right to cancel the Rental Agreement without notice upon any breach by the Renter.

1.2 The Community Center (the "**Center**") must remain accessible to the Association Board of Directors, the Center Manager, or their designate at all times.

1.3 The Association reserves the right to approve use of areas based on the mandated use of the building.

1.4 Access may be denied if the use is deemed to be inappropriate by the Association, Board of Directors for reasons such as when the activity causes undue disturbance to other area residents.

1.5 A call-out fee of \$75 may be charged if the Center Manager, member of the Association Board of Directors, or their designate is called out for any reason during an event.

1.6 Renter must ensure its event abides by all applicable County of Sturgeon Bylaws as well as with the policies outlined hereinafter.

1.7 Renter must ensure its event abides by all applicable Province of Alberta Liquor Laws relating to the serving and consumption of alcohol.

#### **2. Booking Procedure**

2.1 Bookings must be completed through the online booking system. No other forms of bookings/date reservations will be accepted.

#### **3. Rental and Booking Deposit Charges**

3.1 Renter shall submit to Association all rental payments or booking deposits through the online booking system.

#### **4. Damage Deposit**

4.1 The booking charge will include a damage deposit in the amount of \$1000.

4.2 The Center will be inspected before and after the event. If no damage has occurred, no excess janitorial services are required, the damage deposit amount will be returned to the Renter at the address on the Rental Agreement via cheque, e-cheque or credit card within (30) days following the event.

4.3 The Renter is responsible for leaving the Center in its original state. If damage has incurred or that extra janitorial services are required (for example, to remove decorations, dispose of garbage or complete extra cleaning) more than the deposit amount, Renter will be deemed responsible and will be billed following the event.

4.4 If the whole damage deposit is retained by the Association, all outstanding balances must be paid by bank draft or certified cheque.

#### **5. Canceling a Booking**

5.1 The Association requires a minimum of ninety (90) days prior to the event for cancellations. Event cancellations more than ninety (90) days prior to the event will receive a full refund of their prepayment.

5.2 Cancellations made less than ninety (90) days of the event will receive a 50% refund of their payment.

5.3 Cancellations made less than fifteen (15) days of the event will not receive a refund of their payment.

5.4 If the renter fails to use the premises on their event date, the prepayment and balance of rent (if any) will be kept by the Association.

5.5 All cancellations are subject to a \$100.00 processing fee.

#### **6. Alcoholic Beverages**

6.1 It is the responsibility of the Renter to obtain the proper Liquor License for its event. A copy must be supplied to the Association a minimum of thirty (30) days prior to the event. A copy must also be displayed by Renter at its event.

6.2 We strictly adhere to the Province of Alberta's liquor laws. No person under the age of 18 shall be served alcohol.

6.3 If Alcohol is being served, PAL Insurance (Public Alcohol Liability Insurance) must be purchased by renter from an insurance broker. An ALCB liquor license must also be purchased at any liquor store – they will require the Pinnacle Community Centre land location – 79, 54403, Rge Rd 251, Sturgeon County, AB T8T 0B5.

**Note: Alberta Liquor Control Board rules do not permit home-made wine, beer or liquor.**

## **7. Animals.**

7.1 Except for animals assisting a person with impairment, animals are not allowed in the Center.

## **8. Camera Security**

8.1 The Community is equipped with 28 video surveillance cameras located in the Center and surrounding subdivision. The Renter acknowledges that these cameras are always recording and may be monitored and if any problems arise that the surveillance tapes may be used. No tampering or covering of the cameras is permitted.

## **9. Capacity**

9.1 The capacity of the Center on the main floor is 80 people and on the lower floor is 50. The Renter undertakes to make sure that these limits will not be exceeded.

## **10. Center Equipment**

10.1 Tables and chairs may be used as agreed upon in the Rental Agreement.

10.2 Chairs, tables and equipment must not be dragged across the floor. A chair dolly is available to transport these items. If damage occurs, cleaning charges as outlined below will apply as well as any cost to fix damages.

10.3 Chairs, tables and any other equipment supplied by the Association are to be returned to the areas designated by the Center Manager.

## **11. Center Accommodations**

11.1 All electrical equipment and property brought into the Center by the Renter must comply with and conform to all the rules and regulations of any applicable local regulatory agencies. The Association reserves the right to correct any violation in respect of any such equipment, at Renter's sole expense.

11.2 Renter will be responsible for any fines or penalties incurred by the Association in connection with said rental.

11.3 The Renter may enter only those portions of the building specified in this Rental Agreement and only during the times specified in this Rental Agreement.

## **12. Heating**

12.1 Please advise the Center Manager of your needs so that the programmable thermostats may be set accordingly. Reminder: For those events with physical activity, it may be best to set the temperature lower for the event as people will feel comfortable as the activity progresses.

Propping open the doors is not effective in reducing the temperature of the building (and results in noise disturbance to nearby residents); the furnace continues to supply heat to the set temperature.

## **13. Clean up**

13.1 Renter is responsible for all cleanup of the rental space and common outside grounds.

13.2 Removal of all garbage and recycling from Centre.

13.3 Generally restoring the space to the condition in which it was rented including but not limited to:

- Turning off all lights.
- Cleaning washrooms.
- Cleaning all tables used and stacking them in their original location.
- Cleaning all chairs used and stacking them (maximum of 10 chairs high) in their original location.
- Removing all decorations including any tape used.
- Cleaning walls of all spills.
- Vacuuming and mopping all floors.
- Collecting and disposing of discarded cigarette butts from outdoor smoking areas.

13.4 If the kitchen, including fridges and appliances, are being used as part of the rental, they must be cleaned after the event and be left as clean as they were found.

13.5 A cleaning charge of **\$50.00 per man hour** (minimum two hour charge) will apply for any action taken by the Association.

13.6 All items belonging to Renter (or parties related to Renter) are the responsibility of Renter, and not the Association, unless otherwise agreed upon in writing. If items belonging to Renter are left behind, all damages or losses incurred to said items are the responsibility of Renter.

#### **14. Decorations /Promotion/Signs**

14.1 No signs or decorations can be attached or in any way affixed to the building exterior that would damage the building. Decorations are to be removed at the end of the event.

14.2 Renter will be responsible for the costs of any damage or defacement to property. ***In addition, a \$50.00 per man hour charge will be applied to Renter for time spent by the Association in the undertaking of repairs arising from damages or defacement caused by the Renter.***

14.3 No tape, tacks, nails, screws or other mechanical device may be placed on any painted wall; a removable adhesive such as 'tack & stick' is suggested.

14.4 Confetti (smaller than 1"), rice, or the like is not allowed in or outside the Center premises. **A \$500 penalty will be applied on top of cleaning service fees.**

14.5 All materials must be flame proof. No open flame candles, votive candles, dry ice machines or foggers allowed.

#### **15. Door Entry**

15.1 Renter is provided with access via an electronic door opening. The doors will be automatically locked at the expiry of the use and the alarm will be set. Renter must communicate with event manager to notify when arriving and departing to ensure the building alarm is disarmed and armed.

#### **16. Electrical, Mechanical, Phone Rooms**

16.1 Access to any electrical or mechanical rooms in the Center is strictly prohibited.

#### **17. Floors**

17.1 Taping of floors must be done with vinyl (electrical) tape, and the tape must be removed immediately following the event. ***Renter will be responsible for the costs associated with any damage, repair or floor refinishing that may be required.***

## **18. Insurance**

18.1 In renting the Center, the Renter agrees to take the premises at his/her own risk and agrees to indemnify and save harmless the Association against all claims arising from any incident, including any injury or damage sustained by Renter, any guest of Renter, or any third party arising from the rental of the Center or use of any equipment in the Center.

18.2 The Renter shall maintain all risk liability insurance (including but not limited to alcohol and sports participation liability) against claims for death, personal injury, and property damage in or about the Center in amounts which are from time to time acceptable to a prudent person but is not less than \$2,000,000.00 for death, illness or injury to one or more persons and \$1,000,000.00 for property damage in respect of each occurrence. Policies for such insurance shall include the Association as first loss payable. Policies shall be with an insurer reasonably acceptable to the Association. Upon the request of the Association, the Renter shall promptly deliver satisfactory proof of insurance in the form of a Certificate of insurance showing the said commercial liability amount and coverage for sports participation, and proof that premiums of such insurance have been paid and that such policies are in full force and in effect. Insurance can be purchased from your broker, or ([www.palcanada.com](http://www.palcanada.com)) or <https://fosterpark.ca/quote/facility-rental>

18.3 The renter must submit proof of insurance via email ([pinnacleridgeevents@gmail.com](mailto:pinnacleridgeevents@gmail.com)) no later than 48 hours prior to their event.

## **19. Kitchen Facilities, Food, and Beverages**

19.1 No grease cooking is allowed.

19.2 Food and beverages can be arranged through an independent caterer licensed by the Edmonton Health Region.

19.3 Food items cannot be left or stored in the Center outside of the agreed Rental period.

19.4 Glass bottles are allowed in the Center, but absolutely no glass bottles are permitted outside the Center.

19.5 Dishwasher/ Fridge/Freezer:

19.6 Use of Center Kitchen. If the Renter uses the Center Kitchen, it shall remove all boxes, food and trash from the Kitchen at the end of the Rental Period, clean all counters and surface work areas in the Kitchen, including any food spilled in the food warmer or refrigerator. Sweep and wash the Kitchen floor; not put any grease, coffee grounds corks or metal objects in the garbage disposal; remove all dishes, glasses, silverware, linens, and other material equipment rented by the Renting Party at the end of the Rental Period; if any

Center pots, pans, any other cooking utensils, the Kitchen coffee machines must be cleaned and returned to original location.

## **20. Mail/Shipments**

20.1 Any mail or deliveries in respect of an event will not be accepted unless arrangements have been made with the Center Manager at least 48 hours prior to delivery

## **21. Noise**

21.1 Renter acknowledges the Community Center is located within a residential area and agrees to ensure it and its guests are respectful of the neighborhood in terms of both noise and conduct.

21.2 Renter must abide by all active Noise Bylaws, restrictions, and any other legislation introduced from time to time regarding noise.

21.3 The RCMP may also be called in to ensure compliance.

## **22. Rental Times**

22.1 Renter must abide by the times of rental as set out in this Rental Agreement, including clean up. Clean up must be completed by the designated departure time. At least one hour must be designated specifically, for cleanup. A cleaning charge of \$50.00 per man hour (minimum two hour charge) will apply for any action taken by the Association.

## **23. Safety**

23.1 Pyrotechnic equipment, candles, or any other source of ignition is not allowed on the premises.

23.2 Emergency exits, corridors, fire panels, pull stations, fire extinguishers, first aid kits, emergency phones, exit lights, and alarms must always remain clear and accessible.

23.3 All occupants of the building must exit immediately upon sounding of the Center's Fire Alarm.

23.4 Use of items within the first aid kit must be documented in note book provided

23.5 Information concerning any incident/injury occurring at the Center must be reported to the Center Manager as soon as possible; for Emergencies, contact 911 immediately.

**24. Special Set-ups**

24.1 Storage of items or event materials in the Center will not be permitted outside of the Rental period.

24.2 Signs, banners, displays, equipment, and all other items must be removed from the Center immediately following the event as part of the event clean up.

**25. Smoking:**

25.1 The Renter acknowledges that the Center is a non-smoking building and will not permit anyone to smoke or vape inside the building or outside such that smoke enters the Center during the Rental Period. Note any breach clause will result in the complete forfeiture of deposit. Smoking will only be permitted in designated smoking areas outside the building.