

Terms and Conditions

CCBCC Shared Kitchen

1. RENTAL CONDITIONS

- 1.1. The LESSEE agrees to pay the FACILITY all fees in full within thirty (30) days upon receipt of invoice.
- 1.2. Modifications to booking times and/or dates may be made up to fourteen (14) days prior to the event date. Please confirm set-up details seven (7) days prior to the event date.
- 1.3. Cancellation by the LESSEE must be made in writing. A minimum of (14) days is required in order to receive a full refund of any monies paid. Cancellations made within less than (14) days and no shows forfeit 100% of the rental fees.
- 1.4. All licenses and policies will be delivered to/received by the FACILITY at the time of booking.
- 1.5. In the event of an unforeseen circumstance, CCBCC may on occasion cancel events. All deposits will be returned.
- 1.6. The City of Beaumont will not rent any facility to anyone under the age of (18) years. All permits, licensing and insurance must be in the renter's name. Where the rented facility is being used by persons under (18) years of age, a responsible adult must be present.
- 1.7. Access to rented space is only available for the time slot booked; the rental time does not include additional setup, takedown time or storage of items.
- 1.8. The LESSEE agrees to book (4) times per month to receive the CCBCC Kitchen rates. Storage rates are on a weekly basis.
- 1.9. Bookings can be made up to (60) days in advance and are not a part of allocation.
- 1.10. Weekly bookings with unlimited hours will be scheduled in advance with the Community Centre Coordinator and allocation bookings may result in excluded time blocks.
- 1.11. The CCBCC Kitchen is a shared use kitchen; as such, other users may be coming and going, making use of the kitchen storage.

2. AUTHORITY

- 2.1. The FACILITY reserves the right to terminate this agreement if the LESSEE is not complying or does not comply with the Liquor Control Act, the regulations under the said Act, the policies of the Alberta Liquor Control board and/or the RCMP.
- 2.2. The FACILITY staff have the authority and responsibility to enforce all regulations, including evicting anyone who is creating a disturbance, creating a danger to themselves and/or others, or is failing to adhere to established rules and regulations in accordance with the FACILITY policies. A breach of the rules and regulations may result in termination of the lease by the FACILITY.
- 2.3. The FACILITY shall have full power in the interpretation and enforcement of all Terms and Conditions and the power to make such amendments and additional Terms and Conditions as considered necessary for the proper conduct of the facility. The FACILITY retains the right to terminate this agreement at any time, before or during the Agreement Period if the LESSEE is not complying with the Terms and Conditions herein.
- 2.4. The FACILITY retains the right to change or amend the Facility Rules as deemed necessary for the successful operation of the facility. The LESSEE will be given fourteen (14) days' notice of any such change when there is an existing contract.



- 2.5. Staff of the FACILITY, RCMP, AGLC, or Fire Department personnel have the authority to enter the facility premises, rental activity, or events, and conduct occupant load counts, ensure there are no blocked exits, and ensure there are no activities which may be hazardous to the occupants of the premises, or the facility itself.

3. FACILITY CARE AND CONDITION

- 3.1. The LESSEE and the CCBCC representative will conduct an inspection of the facility and equipment prior to commencement of the rental event and identify any damages or other conditions present. The LESSEE and the CCBCC representative will conduct a second inspection following the rental event to identify any damages to the facility and equipment arising from the LESSEE'S event. Should any damages occur as a result of the event, the LESSEE will be invoiced for all costs incurred for repair/replacement.
- 3.2. The LESSEE shall make ALL attempts to take responsibility for the Facility or Properties from the time they enter the building until the time they leave. This includes dates used to set up for their function(s) and for the dates used to clean up after their function(s).
- 3.3. The LESSEE is responsible for the removal of all equipment and material, decorations and personal items prior to the completion of rental. The CCBCC is not responsible for (storage of) items, personal effects, gifts, decorations etc. brought in the premises by the LESSEE. The LESSEE shall not attach or hang any materials or items from the ceiling, windows, or floors. Masking tape, tacks, command strips, nails and/or staples are not permitted. Use of painters tape and sticky tack are permitted.
- 3.4. The LESSEE shall clean the premises prior to completion of the rental period and leave the facility in the same condition in which they found it upon the very first date of entry. Garbage is to be placed in the appropriate receptacle, with excess garbage piled neatly beside the appropriate receptacle. The LESSEE further agrees to abide by any additional requirements regarding facility condition and care listed in this agreement. If the LESSEE fails to comply with this clause and any additional requirements, the LESSEE agrees that the CCBCC may charge an additional fee of \$50/hour for labour required to complete repairs and/or excess cleaning.

4. LESSEE'S RESPONSIBILITY

- 4.1. The LESSEE must adhere to fire code capacities for the rented facility and agrees to ensure that this capacity is not exceeded. The Lessee will be responsible for any fines incurred should an official inspection occur during the rental.
- 4.2. The LESSEE shall restrict use of the facility to the purpose stated in this agreement and not permit the use of the facility for any other purpose without the prior, express and written consent of the CCBCC or the City of Beaumont representative. All members and guests must follow the rules and regulations of the facility.
- 4.3. The LESSEE shall ensure that all guests follow the posted rules and regulations of the FACILITY.
- 4.4. Assume full responsibility for the discipline of members and guests and others who may be in attendance and to see that orderly conduct is maintained both inside and in the immediate vicinity outside the facility. The LESSEE must assure adequate adult supervision for children under the age of 18 years. Inappropriate behavior on the part of the LESSEE and/or event participants may result in the cancellation or cessation of the rental event at the discretion of the CCBCC Facility Supervisor or the Facility Attendant, without refund of all or any rental fees. Inappropriate behavior includes, but is not limited to, the following:



- a) Willful destruction of or damage to the facility, properties and/or equipment.
 - b) Perceived danger to the participants, guests, volunteers and/or staff.
 - c) Inappropriate behavior or language towards participants, guests, volunteers and/or staff.
- 4.5. Not to allow any waste or nuisance on the facility or use or allow the facility to be used for any unlawful purpose according to bylaws of the City of Beaumont and laws of the Province of Alberta and the Dominion of Canada.
- 4.6. Due to the multipurpose use of the facility the LESSEE and all individuals attending the function shall not interfere with other programs or cause a disruption to their program or interfere with the individuals attending other functions.
- 4.7. The LESSEE is responsible for providing their own food storage containers that are lockable.

5. GENERAL RULES

- 5.1. No Confetti, rice, glitter etc., is to be thrown inside or outside of the facility.
- 5.2. No food or beverages are to be left in the facility.
- 5.3. No open burning candles allowed. All candles must be in approved enclosed containers only.
- 5.4. All activities planned outside the FACILITY require a municipal Special Permission permit, available at beaumont.ab.ca/571.
- 5.5. Activities such as, but not limited to, bouncy castles and animal shows, require additional approval from the FACILITY. The LESSEE agrees to observe the posted FACILITY rules, available at beaumont.ab.ca/572.
- 5.6. All damage MUST be reported before leaving.
- 5.7. The LESSEE is responsible for their own supplies.

6. LIABILITY AND INDEMNITY

- 6.1. The LESSEE agrees that it will indemnify and save harmless the CCBC and the City of Beaumont, from any and all liability, loss, or other damage claims or obligations resulting from any injuries or losses of this nature pertaining to their occupancy of the facility.
- 6.2. The CCBC and the City of Beaumont shall not be liable for liability or damage claims for injury to persons or property from any cause relating to the occupancy of the facility by the LESSEE, including those arising out of damages or losses occurring on sidewalks and other areas adjacent to the facility during the term of this lease agreement or any extension of such term.
- 6.3. The LESSEE must strictly observe the liquor laws of the Province of Alberta and comply with conditions specified in any liquor permits.

7. INSURANCE

- 7.1. The LESSEE shall obtain and provide proof of Third Party Liability Insurance coverage to protect against liability for damage claims through public use of or arising out of accidents occurring in or around the facility. The insurance policy shall provide a minimum coverage amount of \$2,000,000.00. The insurance policy shall also provide coverage for contingent liability of the CCBC on any claims or losses. The LESSEE MUST list the City of Beaumont as additionally insured.



- 7.2. If alcohol is being served at any time during the event, the LESSEE must obtain both Host Liquor Liability Insurance in accordance with the number of guests anticipated to be in attendance, and a valid liquor license from AGLC.
- 7.3. The LESSEE will comply with the Public Health Act for the Province of Alberta.
- 7.4. The LESSEE will provide the CCBCC with a copy of their Food Handling Permit from Alberta Health Services at the time of booking.
- 7.5. All applicable insurance policies and licenses shall be delivered to/received by the CCBCC seven (7) days before the date of rental. They may be delivered via email, regular mail or in person. Failure to do so will result in termination of the Rental Agreement. The CCBCC will notify the LESSEE by phone and/or e-mail per the information provided on Page 1 of this agreement.
- 7.6. The LESSEE shall not use the facility in any manner that will increase risks covered by insurance on the facility and result in an increase in the rate of insurance or a cancellation of any insurance policy.
- 7.7. The LESSEE shall not keep, use or sell anything prohibited by any policy of fire insurance covering the facility, and shall comply with all requirements of the insurers applicable to the facility necessary to keep in force the fire and liability insurance.

