

RENTAL AGREEMENT/LICENSE TO OCCUPY

The term of this issued License shall be for the period as duly stated on Page 4 of this Agreement

To: The Applicant as duly state on Page 4 of this Agreement

Whereas the **Kingfisher Community Society** (hereinafter called "the KCS"), the owner of the building and grounds located at
3337 Enderby Mabel Lake Road, Enderby, BC, VOE 1V5.

and

Whereas the Applicant has applied for a License to use and occupy those portions of the facility known as Kingfisher Community Hall and Grounds, or portion thereof, hereinafter called "the said premises,"

Now therefore in consideration of the covenants, rents, conditions and agreements to be performed and observed by the Applicant:

1. The KCS hereby grants to the Applicant a License to use and occupy the said premises for the sole purpose of hosting the event as stated on Page 4 of this Agreement.
2. Hall use includes use of dishes, cutlery, kitchen equipment, chairs and tables but does not include the use of food supplies or tablecloths. Hall sound equipment is available for additional \$100, which includes mandatory tutorial before use.
3. The Applicant shall ensure that **all attendees adhere strictly to all rules and regulations** posted and/or included in this License and to advise all attendees accordingly. Failure to adhere to, or to comply with said rules and regulations may result in the termination of this License without refund of any fees paid, and may include invoicing of penalties and/or additional costs incurred by the KCS.
4. The Applicant shall report all damages to the KCS Booking Coordinator listed at the end of this contract.
5. The Applicant shall be **responsible for all damages** caused by the applicant and/or their participants, guests, visitors, spectators and or agents to the said premises as a result of the use and occupation thereof under this license.
6. The Applicant shall, at its own expense, return the premises to the condition that the premises were in prior to the Applicant's use and occupation.
7. The Applicant shall, **upon booking, pay the required deposit**. This will act as **security for failure to comply with Renter's Clean Up Checklist** and/or damages that may occur to said premises as a result of the use and occupation of the Applicant and invited or uninvited attendees. The deposit also ensures the booking date. If this deposit is not required upon check out, the cheque or monies will be returned to the applicant. Should such security deposit be insufficient to cover any damages incurred, the Applicant will reimburse the KCS immediately upon written notice from the KCS.

8. The Applicant shall not permit liquor, beer or any other alcoholic beverages on or in the said premises unless a **valid permit** has been obtained under the **Liquor Control and Licensing Act**. **The permit # of the Applicant's approved liquor permit shall be recorded on this Rental Agreement/License to Occupy prior** to any use or occupation of said premises. This should occur a minimum of 48 hours prior to occupancy. **The permit must be visibly posted** on said premises.
9. The Applicant shall comply with the **British Columbia Liquor Control and Licensing Act including all regulations**. This includes ensuring there is a person with proof of "Serving It Right" certification to serve liquor.
10. The Applicant shall comply with all federal, provincial and municipal rules and regulations pertaining to private or public functions and **will not allow any illegal activity** to take place on the said premises.
11. The Applicant shall **contact the KCS Booking Coordinator** listed at the end of this contract to **cancel** any booking. Cancellations with **less than 90 days notice will be subject to forfeit of the security deposit** unless waived by the executive at a regular meeting of the KCS. With less than 90 days notice, application for consideration of the return of rental fees must be made **in writing** to the executive of the KCS stating the reasons for the cancellation.
12. The Applicant may be permitted access to the said premises prior to the function or event authorized herein subject to the approval of the KCS Booking Coordinator.
13. The Applicant agrees that it will **indemnify and save harmless the KCS and its officers, employees, servants, agents, successors and assigns from and against any and all claims** whatsoever including all damages, liabilities, expenses, costs, including legal or other fees incurred in respect of any such claims, or any cause or proceeding brought thereon arising directly or indirectly from or in connection with the granting of this License and the use and occupation of the said premises, save that this Applicant will be under no obligation to indemnify and save harmless the KCS against or in respect of any damages of judgement rendered against the KCS resulting from or arising out of any negligence of fault on the part of the KCS in connection with the maintenance or conditions of the premises to the extent that the damage, loss or injury was caused or occasioned by the negligence of the KCS.
14. Prior to rental/occupancy the Applicant shall obtain and maintain **comprehensive general liability insurance** including, without limitation, coverage for the indemnity provided herein, on terms satisfactory to the KCS. **The KCS shall be included as named insured**. Such policy shall be written on a comprehensive basis with inclusive limits of not less than **\$2,000,000 per occurrence**, including \$2,000,000 for bodily injury and/or death to any one or more persons including voluntary medical payments and property damage, or such higher limits as the KCS may require from time to time. Where a Liquor Permit is applied for and subsequently issued the Applicant's comprehensive liability insurance **must include extended coverage for "Liquor Liability"**. The applicant shall provide the KCS with evidence of such insurance coverage in the form of an executed copy of Certificate of Insurance in a form satisfactory to the KCS prior to occupation of said premises. (minimum 48 hours prior).

15. **The Applicant shall not do, suffer or permit to be done, any act or things upon or to the said premises, this will or would constitute a nuisance to the occupiers of any lands or premises adjoining or in the vicinity of said premises or to the public generally.**

16. The Applicant warrants and represents that if he/she signs this License on behalf of a group or organization, the Applicant has sufficient power, authority and capacity to bind the group or organization with his/her signature.

17. In consideration of the use and occupancy of said premises, the Applicant shall pay applicable Security Deposit made **payable to the Kingfisher Community Society.**

Security Deposit \$300 (due at time of booking to secure date). Upon check out, if the hall is clean and there are no damages this cheque will be returned or the monies refunded.)

RENTAL FEES

(Due 2 weeks prior to rental, at time of proof of insurance, liquor license etc.

This fee and documentation **must** be received at a minimum of 48 hours prior to the event or the booking will be considered cancelled).

One Day Rental

- Member
 - ✓ Current member who has also been a member during the prior year \$250
 - ✓ Tables and chairs may be rented from the Hall by members \$50
- Non-Member \$350
- For Profit Event (members and non-members) : 10% of gross or \$25 whichever is greater
- School Groups: \$100
- Community Related Events and Meetings: No charge

Partial Day Events

- Members : No Charge
- Non-Member - to be determined by KCS executive
- Farmers' Market - to be determined by KCS executive and market chairperson.

RENTAL AGREEMENT/LICENSE TO OCCUPY

Kingfisher Community Society Hall & Grounds, or Portion Thereof, (referred to as "said premises")

Type of Function _____ Rental Date _____
(retreat, dance, wedding, reunion, concert, etc.)

I have read pages 1-3 of the KCS Rental Agreement/License to Occupy and fully understand the terms and conditions and regulations contained herein and will comply with the said Agreement/License.

I have read the Rental Rules attached to this Rental Agreement and fully understand the terms, conditions and regulations contained therein, and will comply with said rules.

Signature of Applicant

Signature of Witness

Printed Name of Applicant

Printed Name of Witness

Address of Applicant

Address of Witness

Phone and email of Applicant

Signature of KCS Booking Coordinator

All Signatures this date: _____

Printed Name of KCS Booking Coordinator

Phone/email of KCS Booking Coordinator

-----For KCS Audit/Record Keeping Purposes-----

Security Deposit of \$300 ____ Paid by Cash/Cheque # _____ Date _____

Rental Fees Due: \$ _____ Paid by Cash/Cheque # _____ Date _____

Copy of Certificate of Insurance _____

Permit # Of Liquor License (if applicable) _____ Date Issued: _____

Serving It Right # _____ Issued To: _____ Date: _____

Rental Rules and Clean up Checklist Given to Applicant _____ Rental Agreement Given to Applicant _____

Premises Inspected for Return of Security Deposit (for damage/non-compliance of cleanup checklist) _____

By: _____

(List damage/non-compliance of clean up (use back of page if needed))

Security Deposit returned _____ Date: _____ By _____