

## RENTAL AGREEMENT CONDITIONS

### **CANCELLATION:**

The Berry Creek Agricultural Society accepts this booking at the exclusion of other rental opportunities, and therefore upon cancellation, refund of the rental amount will be at the discretion of the Berry Creek Agricultural Society.

### **LIABILITY:**

Berry Creek Agricultural Society assumes no responsibility for death or injury to any persons, or for any destruction or damage to the personal property of the renter or their guests, no matter how caused. Renter to purchase liability insurance naming the Berry Creek Agricultural Society as an additional insured, and the renter shall indemnify and save harmless the Berry Creek Agricultural Society for any and all claims for damages arising out of this rental agreement. Liability insurance to be arranged prior to rental date and a Certificate of Insurance is to be provided to the Berry Creek Agricultural Society.

### **CONDUCT:**

Renter agrees to assume full responsibility for the discipline of persons in attendance, and to insure that orderly conduct is maintained both inside and outside the community centre premises.

### **LIQUOR:**

Renter is responsible for observing all provincial statutes and regulations respecting the sale or consumption of alcoholic beverages. The renter shall provide the Berry Creek Agricultural Society with a copy of the liquor permit.

### **KEYS:**

Keys to the appropriate facilities will be provided. The keys must be returned promptly at the completion of the event, at the place and time specified by the caretaker.

### **SETUP:**

Renter is responsible for setting up tables and chairs to their own requirements.

### **DECORATIONS:**

Decorations may be hung on the walls but may be applied with masking tape only. All decorations and tape must be removed upon completion of the function.

### **DAMAGE DEPOSIT:**

- ◆ Renter acknowledges that the funds posted may be insufficient to cover assessed damages and agrees to pay promptly any assessment in excess of the damage deposit
- ◆ Deposit must be paid in full not later than two weeks prior to the event unless otherwise specified by the Berry Creek Agricultural Society
- ◆ Refund of deposit will be subject to post rental inspection by the caretaker
- ◆ Damages will be assessed and deducted from the Damage Deposit for any or all of the following:
  - Failure to adhere to any of the "Cleanup Procedures for Renters" detailed on the attachment to this contract, receipt of which is hereby acknowledged.
  - Failure to return keys within the agreed time lines
  - Failure to produce keys for any reason - renter will be responsible for costs of re-keying all applicable locks
  - physical damage to the hall furnishings or facilities, including burns on floors or other surfaces.
  - Missing furniture, furnishings, fixtures or equipment, including cutlery or kitchen utensils
- ◆ Subject to any application deductions, Damage Deposit will be refunded by way of cheque, payable to the party from whom it was received, within 30 days following the date of the event.

**THIS FACILITY IS A NON-SMOKING FACILITY AS PER PROVINCIAL STATUTES.**

**WHEN LEAVING THIS FACILITY, PLEASE ENSURE THAT ALL DOORS ARE LOCKED AND LIGHTS OUT.**