



## Schedule B

# Flare 'n' Derrick Community Hall

## Rental Agreement Terms

**1. Rental fees:** The Renter agrees to pay the rent and any applicable charges to the Town of Diamond Valley (Owner) as outlined in the conditions upon receipt of the final invoice. Costs are subject to GST and applicable taxes. With payment of deposit, the Renter is in agreement with the terms of all schedules.

**2. Payment of Rent and Damage Deposit:** A deposit of 50% of the rental fee plus gst within two (2) weeks of receiving the invoice unless reservation day is less than five (5) weeks away. Full balance of the rental amount and proof of insurance is due 21 days prior to the rental date. The damage deposit must be paid by credit card (unless alternate arrangements are made) through preauthorization prior to picking up the keys. Renters will receive a link to our third-party online credit card processing platform to enter your information for the damage deposit. Adding information for damage deposit, does not constitute payment of booking. The damage deposit will be fully returned to the Renter once all conditions have been met, and a post-event inspection of the premises is completed. If more than two hours of cleaning is required by the cleaners after scheduled event, a cleaning surcharge of \$75/hr will be charged to the card on file prior to release of deposit.

**3. Attendance Surcharge:** When the event has an expected attendance of 151-300 people, or open attendance, the Renter will pay an additional \$200 Attendance Surcharge fee.

**4. Cancellations:** If the Renter wishes to cancel the booking, the following will apply:

- **Cancellation after confirmation up to 30 days prior to event:** Full rental fee paid to date minus a \$50 administration fee and 100% of the damage deposit will be reimbursed.
- **Cancellation 1-30 days prior to the event:** Town of Diamond Valley will withhold a cancellation fee of 50% of the total rental fee + GST, with all additional fees paid above to be refunded.
- In the circumstance of an event cancellation by provincial or municipality\*, a full refund of the rental fee paid to date and 100% of the damage deposit will be issued.

**5. Damages:** If damages incurred by the Renter exceed the amount specified in the damage deposit, the Renter shall be responsible for such damage and indemnify the Town of Diamond Valley for the additional expenses for the cost of repairs.

**6. Insurance:** See [Schedule D](#) Insurance Requirements. The keys for the Hall will not be released until proof of insurance coverage is provided to the Town.

**7. A \$25 fee will be charged for checks with non-sufficient funds.**

**8. Loss or Damage:** The Town of Diamond Valley shall not be responsible for damages to, or loss of, any articles left by the Renter or the Renter's guests in the Hall, prior to, during, or following any function.

**9. Setup, Tear Down, and Clean Up:** The Renter is responsible for setup, tear down, and return to storage of all tables, chairs, and stage used. Renters are required to remove all personal items from the Hall and adhere to all cleaning requirements as outlined in [Schedule C](#). If cleaning exceeds the included duties and time, a rate of \$75/hour will be charged to the Renter prior to receiving damage deposit.

**10. Pick up and drop off keys:** The Renter will receive a code to the lockbox located at 301 Centre Ave W (Town Office) at the top of the stairs (west railing) instructions can be found at [www.diamondvalley.town/lockbox](http://www.diamondvalley.town/lockbox). Renter will be given a timeframe for the pick-up and drop off.

**11. Licences and Permits:** The Renter shall obtain all necessary licences, permits (including, but not limited to permits issued by the Alberta Liquor and Gaming Commission), and authorizations necessary to permit the use of the facility for the event. All activities shall be carried out in a reasonable and safe manner to maintain such licences, permits, and authorizations in good standing.

**12. Responsibility for Persons:** The Renter assumes full responsibility for the character, acts, and conduct of all persons admitted on the premises or of any persons acting on behalf of the Renter. The Renter agrees to pay for and provide sufficient security to maintain order and protect persons and property as required by the Town of Diamond Valley.

**13. Compliance with Laws:** No activities in violation of federal, provincial, or local laws shall be permitted on the premises, and it shall be the responsibility of the Renter to enforce this provision.

**14. Number of Persons:** The Renter agrees to adhere to the occupancy loads as set by the occupancy permits issued to the Town of Diamond Valley:

- Due to Alberta Fire Code occupancy limits are determined by Diamond Valley Fire Rescue based on the floor plan that you set out for your event, and whether or not your event includes alcohol. For more clarification for your event specifically, contact [fireinspections@diamondvalley.town](mailto:fireinspections@diamondvalley.town)

**15. Assignment:** The Renter shall not assign or transfer the Agreement nor sublet said Hall or any part thereof without written consent from the Town of Diamond Valley.

**16. Interruption of Rental:** The Town of Diamond Valley retains the right to cause the interruption of rental in the interest of public safety. The Renter hereby waives any claim for damages or compensation in such an event. A full or partial refund will be issued at the discretion of the Town.

**17. General Policies:**

- Non-smoking facility. Smoking is permitted outdoors only, five (5) meters away from each entrance.
- All hallways and doorways are designated fire evacuation routes. No tables or chairs are permitted in the designated routes.
- Decorations and signage: No tape, tacks, nails, or staples are permitted. White sticky tack only.
- Candles must be in a proper candle or votive holder.
- No confetti, glitter, or similar decorating items allowed. Balloons must be secured and not allowed to float to ceiling level.
- No smoke or fog machines.

**18. Entandem (SOCAN) Fees** see schedule e. A performing rights license is required when renting a facility for a private/public function. The Copyright Act of Canada requires the Renter to pay a performing arts license when music is played during an event. These fees will be added to the final invoice. GST will apply.

\*Cancellation by the province or municipality can be due to health, safety, or any other reason deemed necessary. Decisions related to closure can be short notice; however, every intention will be made to provide as much notice as possible.