



# Victoria Croatian Community

*St Leopold Mandic*

## HALL RENTAL AGREEMENT

**Renter name:** \_\_\_\_\_

**Member (Sponsor)** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Email Address** \_\_\_\_\_

**Date of Function:** \_\_\_\_\_

**Time of Function:** \_\_\_\_\_ to \_\_\_\_\_

**Type of Event:** \_\_\_\_\_

**# of Attendees:** \_\_\_\_\_

**Kitchen Use** Yes / No      **Band** Yes / No

**Rental Cost \$** \_\_\_\_\_

### Consent and Release:

I have read the Hall Agreement and hereby covenant and agree to all of the general terms and specific conditions set out and, in particular, hereby covenant and agree that I am personally responsible and obligated to pay all charges due the Community in accordance with the conditions in Schedule A. I further acknowledge and agree that any breach of any of the conditions may result in the termination of my right to use the Premises at the discretion of the Community.

**Renter:** \_\_\_\_\_

**Community Representative:** \_\_\_\_\_

## **General Rules and Rates**

Member rates are offered when the person making the reservation for the event is a paid community member. Any member or any group of members can rent the hall on a first come first serve basis. Rentals can be pre-empted in the event of a declared emergency by St Leopold Mandic Church and its council. In this event, all deposits and rental fees shall be refunded for any party who is unable to use the hall during the emergency.

Maximum Hall Capacity: 150 People

Function End time: All functions must end by no later than 1am.

Member rates for the Hall rental are as follows:

<b>Member Rate</b> (Saturday or evening event)	\$400 + \$100 Damage Deposit (Refundable)
<b>Member Rate</b> (Minor Afternoon Event)	\$200
<b>Community Club Rate</b>	\$200
<b>Sponsored Member Rate</b>	\$600 + \$200 Damage Deposit (Refundable)

## **Rental Conditions**

### **1. Damage deposit, and rent payment:**

a. Damage deposit is fully refundable if the event takes place and the hall, kitchen and washrooms are returned in the same condition as received, based on a pre- and post-event checklist. Renter and Community representative each receive a copy of the contract, signed by both. Any post-event damages are deducted from the damage deposit.

b. Renter is responsible for:

- any loss or damage incurred to the Premises by their helpers, hired staff, other service providers and their guests, if the damage deposit is not sufficient to cover them.
- the conduct of their staff and guests, on and off the premises during and following the event.
- the proper handling of all equipment and furnishings.
- daily removal of trash.

### **2. Cancellation:**

a. If the Lessee cancels the booking within 1 month of the booked event date, the damage deposit is retained by the Community. If the renter cancels the booking more than 1 months before the booked event date, the damage deposit is refunded in full.

b. If the event is cancelled by the Community for reasons beyond the Community's control, the damage deposit is fully refundable.

### **3. Cleaning:**

The hall and associated facilities will be delivered professionally cleaned to the renter. The renter is expected to return them in the same condition as received. If cleaning is required after the end of the event, the Community will perform it and charge the cost to the damage deposit. No cleaning services are provided during the event unless negotiated separately. All garbage MUST be taken off site by the renter. NO EXCEPTIONS.

### **4. Delivery of keys to the renter (for weekend events):**

Keys will be delivered no later than one day prior to the event and can be arranged with council member at time of booking. The hall is to be returned clean and empty and keys are due to be returned by the Tuesday following the event. For Saturday events, the section of the hall (extension) under the flat roof must be returned clean and empty for use by the Community after Church service.

### **5. Decorations and Operations:**

The following rules must be followed by all renters:

1. No staples, thumb tacks or nails on the walls
2. No repainting of walls
3. Surplus chairs and tables are to remain in the Hall or in storage, not exposed to the elements.

## **6. Parking:**

Parking area is available for use by all events at no extra charge. Parking is subject to parking signs and regulations.

## **7. Church and use of the hall:**

Church are is OFF LIMITS and is not included in the hall rental. No sound testing or loud noise is permitted in the hall by the renters and their personnel during Church hours or mass. Church Parishoners need free and uninhibited access to the bathrooms during Church hours, and renters must display a responsible attitude towards the Church.

## **8. Kitchen Use / Catering:**

The kitchen is to be used for WARMING and PREPERATION ONLY. All dishes must be returned in the same place and condition they were found and will be subject to and inventory count by council representative. Catering may be provided by the Croatian Community, or by any other catering company. The renter is responsible for making his/her own arrangements with the catering provider.

## **9. Liquor:**

Alcohol sold in the hall must be consumed within the hall or the rear deck, not in the parking lot. A liquor permit (special occasion licence) must be obtained prior to function. No alcohol other than that sold by the Community is permitted on Community property\*. Some exceptions with permission by council representative.

## **10. Insurance Requirements:**

The Lessee MUST purchase SPECIAL EVENT and LIQUOR LIABILITY INSURANCE and provide proof of purchase at least a week before the event, in order to receive the keys to the hall.

Also any Caterer or Decorator must have Liability insurance and the Community should be added on their insurance for the event. The Caterer and Decorator will not be allowed in the hall unless the Community rep has a copy of their insurance.

## **11. Smoking:**

According to the Smoke Free Places By-law Saanich Municipality Bylaw, the entire Hall and associated areas such as washrooms and kitchen, is a Smoke Free public place. By decision of the Community Council, no smoking is permitted within 5 meters outside of the main (front) entrance to the Hall, or within 5 meters of the **BACK** doors of the Hall.

## **12. Storage Areas:**

No storage is provided in the Church areas. If items from hall renters are found in the church areas, the full damage deposit will be forfeited.

## **13. Liability:**

A. The Lessee (renter) agrees to indemnity and holds The Lessor (St Leopold Mandic Church) and the property of the Lessor, including the facilities, free and harmless from any and all liability for injury to or death of any person, including Lessee and the guests of Lessee, or for damage to the property arising from the use and occupancy of the facilities by Lessee and employee of Lessee, in or about the facilities with the express or implied consent of Lessee.

B. The Lessee (renter) agrees that it is renting the property on an "as found" basis and that it is responsible for safe care and custody of the property. The lessee will agree to repair/replace any property that is broken or damaged by replacement of similar nature and equal value that are acceptable to the church council; or at the option of the church council the lessee will pay the cost of replacement or repair.

C. The Lessee (renter) will comply with all federal, provincial and municipal laws and regulations applicable to the use of the property

D. The Lessee (renter) acknowledges that the Lessor (St Leopold Mandic Church) is not responsible for loss or damages to any property left on or around the premises by the lesee or any of its guests.