

MIADSTL Rental Agreement

for the MIADSTL facility at #102, 10345 – 105 Street, Edmonton, Alberta

Agreement made this ____ day of _____, 20 ____.

Between:

MIADSTL
#102, 10345-105 Street, Edmonton, AB T5J 1E8
(hereinafter referred to as the "Owner")

and of _____
(hereinafter referred to as the "Renter")

1. **Term of Rental:** The Renter desires to rent from the Owner the Training Facility (the "Facility") from _____, 20____ to _____, 20____, (the "Rental Period") from (time)_____ to (time)_____ and the Owner is in agreement with the Renter using the Facility for the purpose of _____ (the "Function").

2. **Rights and Responsibilities of Renter:** The Renter agrees to use the Facility only for the Function as indicated above, during the agreed upon Rental Period.

3. In the event the Function is to serve liquor, it is the responsibility of the Renter, at its sole cost and expense, to obtain a Liquor License, to arrange for the Host Liquor Liability Certificate of Insurance and forwarded to the Owner within seven (7) days of the Function. The Renter agrees that the insurance policy referred to herein will name the MIADSTL as an additional insured on the said policy as their interest may appear and a severability of interest clause or a cross liability clause.

All policies will contain an undertaking by the insurers to notify the Owner, in writing, or any material change, cancellation or termination of any provision of any policy, not less than thirty (30) days prior to the material change, cancellation or termination thereof.

4. The Renter will, at all times, indemnify and save harmless the Owner, and its directors, officers and agents, from and against all actions, claims, demands, suits, proceedings, damages, costs (including without restricting the generality of the foregoing, legal costs on a solicitor/client basis), and any further associated expenses that have been brought, made or incurred by or against the Owners, and its directors, officers and agents, by reason of or arising out of, or in any way related to the Facility by the Renter, its agents employees, invitees or contractors except where the action, claim, demand, cost or expense was caused by intentional acts or gross negligence of the Owner.

5. In the event that our building is unavailable due to an unforeseen or catastrophic event, the MIADSTL and its executive cannot be held responsible for the lack of a facility to hold the renter's function. Full refund of all monies paid will be made.

6. This Agreement may not be assigned, in whole or in part, by the Renter without the express written authorization of the Owner.

7. The Renter will not permit any damage to occur to the Facility and will leave the premises in the same condition or substantially the same condition as when the Renter entered the Facility for the Function and must follow the "Guidelines for Use and Cleanup". The renter is responsible for all damages to the facility and contents, not limited to the \$_____ damage/cleaning deposit.

The Renter acknowledges by their initials that they have read and understood the page _____

8. It is agreed by the Renter that it shall sign and provide to the Owner at the time of execution of this Agreement, an Acknowledgement and Waiver, in the form attached hereto as Schedule "A" or Schedule "B".
9. **Rights and Responsibilities of the Owner:** During the Function, the Owner will permit the Renter to use the Facility for permitted activities and for no other purpose whatsoever, subject to the terms and conditions set forth herein.
10. The Owner will retain control of the Facility and the Owner will not unreasonably interfere with the Renter's use and enjoyment of the Facility. The Facility will be available to the Renter's agents, servants, employees and invitees in accordance with the policies of the Owner relating to such use.
11. In the event the Renter undertakes or permits any activity within the Facility which activities may be a nuisance or cause property damage or may cause personal injury, or in the event the Renter is in default of any of the terms and conditions herein, the Owner may terminate this Agreement forthwith immediately.
12. The Owner, its directors, officers and agents will not be liable for any theft, loss or damage of property of the Renter, its agents, employees, servants or invitees, however so caused.
13. **Smoking:** Provincial bylaws do not allow smoking in public buildings.
14. **Included with the Rental Fee:**

Audio/Visual Equipment	Yes	____	No	____
Operatory	Yes	____	No	____
Boardroom use only	Yes	____	No	____
15. Tacks, nails, push pins, staples and packing tape is not allowed.

Any contravention of these rules will automatically result in the loss of your damage deposit.

GENERAL REGULATIONS, TERMS & CONDITIONS:

1. A 50% deposit is required to confirm bookings, with the final balance of 50% being due within two weeks following the scheduled date. Accepted forms of payment are by cheque and bank draft. Rental rates are subject to GST.
2. Cancellations are only accepted in writing, via email or fax. The deposit, less \$200.00 administration fee, will be returned for cancellations made more than 90 days prior to the confirmed booking. Deposits are non-refundable for cancellations made 90 days or less.
3. With at least 30 days' notice, it may be possible to change a confirmed booking. Every effort will be made to accommodate such a request.
4. For an administration fee and five days written notice, catering can be arranged. Catering charges will be included in the final invoice.

Signed on this _____ day of _____, 20____.

_____ and _____
MIADSTL **Renter**

Renter

The Renter acknowledges by their initials that they have read and understood the page _____

SCHEDULE "A"

Acknowledgement and Waiver

Renters, as defined in the Agreement dated _____, 20____, herein acknowledge that it is their sole responsibility for obtaining all necessary Personal and/or Third Party Liability and/or Mal-Practice Insurance.

It is further agreed that at all times the Renter, without limitation, indemnify and save harmless the MIADSTL, its directors, officers and agents, its councillors, officers, employees, volunteers and all other representatives from and against all liability, claims, actions, losses, costs or damages arising out of actions or omissions of the Renter.

This Waiver/Acknowledgement shall survive the termination and/or expiration of the Rental Agreement between the Owner and the Renter.

Dated this ____ day of _____, 20____ at Edmonton, Alberta.

MIADSTL by its authorized representative

Per:

Renter

Renter

The Renter acknowledges by their initials that they have read and understood the page _____

SCHEDULE "B"

Acknowledgement and Waiver

Renters, as defined in the Agreement dated _____, 20____, herein acknowledge that it is their sole responsibility for obtaining all necessary liquor permits, required licences and Host Liquor Liability Insurance for the Function, as defined in the Agreement.

It is understood by the Renters, their agents, employees, invitees or contractors that no alcoholic beverages will be consumed on the premises without first obtaining the prior written consent of the Owner.

In the event that the Owner has provided consent to the Renter, their agents, employees, invitees or contractors for Alcoholic beverages, of any kind, to be consumed on the premises, the Renter acknowledges that it will purchase from a licensed insurance agent or a broker a Host Liquor Liability Insurance Policy in an amount not less than \$2,000,000.00 and shall name, as an additional insured the MIADSTL under such policy. The Renter agrees to provide to the Owner, or its representative, a Certificate of Insurance evidencing the coverage not less than seven (7) days prior to the Function, as defined in the Agreement.

It is further agreed that at all times the Renter, without limitation, indemnify and save harmless the MIADSTL, its directors, officers and agents, its councillors, officers, employees, volunteers and all other representatives from and against all liability, claims, actions, losses, costs or damages arising out of actions or omissions of the Renter.

This Waiver/Acknowledgement shall survive the termination and/or expiration of the Rental Agreement between the Owner and the Renter.

Dated this ____ day of _____, 20____ at Edmonton, Alberta.

MIADSTL by its authorized representative

Per:

Renter

Renter

The Renter acknowledges, by its initials, that alcohol will be served at the Function _____

The Renter acknowledges, by its initials, that alcohol will **NOT** be served at the Function _____

The Renter acknowledges by their initials that they have read and understood the page _____