



THE BEARSPAW HISTORICAL SOCIETY

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Calgary, AB T3L 2P7
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Email (general): info@bearspawhistoricalsociety.ca
Website: www.bearspawhistoricalsociety.ca

*Thank you for your rental. The funds contribute to the maintenance of the
1920 Bearspaw Historic School Complex. The school turned 100 in 2020!*

RENTAL AGREEMENT

The Bearspaw Historical Society and Rocky View County

Hereby referred to as the Licensor

And

The : _____
Hereby referred to as the Renter

1. Renter name / contact information

a) Name of renter: (full name of organization whether a society or business, or full personal name if for personal use)

b) Mailing address: _____

c) Phone number: _____

d) Email address: _____

e) Website address: _____

2. Date of agreement: _____ day of _____, 2021

3. Primary contact: (who must be present during the rental)

- a) Full name:
- b) Email address:
- c) Phone number:

4. **Building rented (circle):** Schoolroom Barn Both Schoolroom and Barn

5. **Description of your function or activity and type of equipment to be used:**

6. **Maximum number of people attending:** (refer to 11a below for maximum allowed)

7. **Rental Day, date, and whether single use or recurring:**

8. **Start and finish times (including set up and clean up times):**

9. **Payment amount/s:** The Renter agrees to pay the following amounts. Payment should be made to The Bearspaw Historical Society. (Attach a list of dates and amounts if more space needed for multiple bookings)

10. **Type of renter (circle):**

Registered Charity Incorporated Non-Profit Business Licenced Educational
Organization Licenced Health Practitioner Social Group/Social Gathering

Other (describe):

11. **Terms of Your Rental:**

a) **Maximum Occupancy Load of meeting spaces:** The maximum number of people allowed in the buildings are listed below and must not be exceeded. The number has been set by the Fire Services Department of Rocky View County.

Schoolroom: Standing room, or with non-fixed seats and tables – 48 people

Barn: Standing room, or with non-fixed seats and tables – 48 people

b) **Rental rates:** \$40.00 for the first hour and \$10.00 for each additional hour for either school room or barn.

- c) **Method of payment:** Payment by cheque is preferred. Cheques or cash should be placed in the envelopes provided in a plastic folder beside the microwave in the barn, and beside the microwave in the kitchenette in the lower level of the school. Please fill out all the requested information on the envelope.
- d) **Function:** The Renter agrees to use the Schoolroom or Barn only for the function as indicated in No. 5 above.
- e) **Food preparation or service:** Food cannot be prepared onsite and served to the public as we only have kitchenettes (sink, microwave, and small fridge) in the barn and school. We do not have full Alberta Health Services approved kitchens. Catered food is allowed when the food is brought to the site. We do not have dishware/serving ware. Renters must provide their own dishware and supplies and follow all health and safety regulations applicable to their activity. If dishware/serving ware are brought to the site, it must be removed for cleaning. If paper plates and cups are used, they must be disposed of in garbage bags and taken away.
- f) **Wi-Fi:** Wi-Fi is now available in the barn and school room. Please ask for the password if you require it.
- g) **Garbage:** Renters must take their garbage with them after each use, as the school does not have garbage pickup.
- h) **Cleaning after use and closing up:**
Please do the following.
- I. Leave the premises in the same condition as when you first entered the property.
 - II. In the barn, do not drag the chairs or tables across the new floor. (Thanks!)
 - III. Wipe off tables and put them away with chairs or any other equipment used.
 - IV. Wipe off counters. There are cloths to use under the sink in the barn and in the downstairs kitchenette in the school.
 - V. Sweep the floors and the kitchenette in the school, if used. A broom and dustpan are located in the storage room in the barn, and are at the bottom of the stairs in the school.
 - VI. Take your garbage with you and replace the garbage bag. There should be garbage bags in the garbage can or under the sink in the kitchenette in the school and under the sink in the barn.
 - VII. Used cloths: Place in the “used cloth bin” under the sinks.
 - VIII. Turn off all lights, lock up the building and place the keys in the lockbox.
- i) **Damage:** The Renter is responsible for any damage that occurs to the buildings.
- j) **No alcohol:** The use of alcohol is not allowed on site.

- k) **No smoking:** Smoking of any kind is not allowed on site.
- l) **No open flames:** No candles or open flames are allowed in the buildings. If candles are needed, then please use battery operated.
- m) **Liability – theft/loss/damage:** The Licensor will not be liable for any theft, loss, or damage of the property of the Renter, it's Agents, Employees, Servants or Invitees, however so caused. Please do not leave supplies or equipment in the buildings, for your future use.
- n) **Liability:** The Renter will, at all times, indemnify and save harmless The Bearspaw Historical Society, it's Directors, Officers and Agents, and Rocky View County from and against all actions, claims, demands, suits, proceedings, damages, costs and any other associated expenses that have been brought, made or incurred by or against the Licensor, by reason of, arising out of, or in any way related to the premises by the Renter, it's Agents, Employees, Invitees or Contractors except where action, claim, demand, cost or expenses was caused by intentional acts or gross negligence by the Licensor.

The Renter saves harmless The Bearspaw Historical Society and County of Rocky View if it is believed that a case of COVID-19 occurred as a direct result of using the premises.

o) **Proof of insurance, licences, and permits:**

It is up to the Renter to determine the insurance needs that relate to their use of the facility. If you are in doubt, then please contact your insurance agent.

Those working with children or youth, as well as businesses and / or professionals are required to know and have all the required licences, permits, and insurance, and to facilitate any inspections required by the Province of Alberta. The Bearspaw Historical Society and Rocky View County require that such Renters have a minimum of \$2,000,000 but preferably \$5,000,000 of comprehensive General Liability insurance. If you operate vehicles for your business, you should have the appropriate vehicle insurance. The Bearspaw Historical Society and Rocky View County are not responsible for vehicles or contents while they are at the site. Your insurance must name The Bearspaw Historical Society and Rocky View County as "also insured." The policy should have 30 days notice of cancellation. A copy of your 'Certificate of Insurance' should be provided to the BHS.

p) **Special events (alcohol is not allowed):**

Renters holding Special Events (as defined by Alberta Health Services, Environmental Public Health) must carry a comprehensive general liability policy with at least \$2,000,000. Your insurance must name The Bearspaw Historical Society and Rocky View County as "also insured." The policy should have 30 days notice of cancellation. A copy of the 'Certificate of Insurance' is required. Renters wanting to hold an event, should check if they require an Event Permit from AHS.

q) **Schools, Day Cares, Pre-Schools:** Rocky View County requires that schools, day cares, pre-schools and child-based services ensure that they meet all Provincial requirements, child

intervention checks, ensure child safety, and facilitate any inspections required in the Province of Alberta.

- r) **Permits and licences:** The Renter is responsible for ensuring that they have all the applicable permits and licences that are required for their activity or business by County, Provincial, or Federal regulators, and follow all Alberta Health and Safety regulations and Alberta Environmental Public Health regulations and fire safety protocols. Renters may require an Event Permit from AHS.
- s) **Non-assignment of agreement:** This Agreement may not be assigned, in whole or in part, by the Renter without the express written authorization by the Licensor.
- t) **Lockbox code:** Keys to the buildings are stored in lockboxes on the doors of the barn and school. The Renter will be given a code to access the key. Do not share the code with anyone else.

Please initial if you are providing proof of insurance.

Renter signature: _____ **Date:** _____

Please print the full name of business or organization:

Licensor signature: _____ **Date:** _____

Licensor printed name: _____

Thank you for renting the facility!