



THE BEARSPAW HISTORICAL SOCIETY

253253 Bearspaw Road

Calgary, AB T3L 2P7

Phone: 403-208-2599

Email (rentals): rentals@bearspawhistoricalsociety.ca

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

Hereby referred to as the Lessor

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

a) Full name:

b) Email address:

c) Phone number:

3. Building rented (circle or underline):

Schoolroom Barn Both Schoolroom and Barn

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

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

6. Number and age range of children or youths attending:

7. Rental day and date/s:

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

9. Payment amount/s and date: The Renter agrees to pay the amounts shown below. Payment methods are shown in 12 c). Payments are due prior to your event unless another arrangement has been made with us. If the latter, then indicate the agreed upon date of payment.

10. Type of renter (circle or underline):

Registered Charity	Incorporated Non-Profit	Business
Licensed Educational Organization	Licensed Preschool	Licensed Health Practitioner
Social Group/Social Gathering	Other (describe below):	

11. Terms and conditions of the 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 was determined 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 the Schoolroom or Barn. Rental includes the time you take to setup for your event, take down, and your cleanup time as indicated in section h) below.
- c) **Method of payment:** Payment by cheque, cash, or e-transfer (to treasurer@bearspawhistoricalsociety.ca). Cheques should be made out to The Bearspaw Historical Society. 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 do not have full Alberta Health Services approved kitchens. We have kitchenettes with a sink, microwave, and small fridge in the Barn and School. Catered food is allowed when the food is brought to the site. 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 available, and a password can be provided.
- g) **Garbage:** Renters must take their garbage with them after each use as we do not have garbage pickup.
- h) **Cleaning after use and closing up:**
The Renter agrees to do the cleaning listed below. If there are Alberta Health Services regulations in place due to Covid-19, follow the enhanced cleaning and disinfection guidelines. Please leave the premises in the same condition as when you first entered the property, and do not drag the chairs or tables across the floor in either the school or barn. (Thanks!)
- i) Wipe off the tables and put them away with the chairs and any other equipment used.
 - ii) Clean the kitchenette counter, sink, and faucets, using the cloths under the sink in the Barn and in the kitchenette in the lower level of the school. Leave the cloths in the “used cloth bin” under the sinks.
 - iii) 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.
 - iv) 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 two kitchenettes.
 - v) Turn off all interior lights, lock up the buildings and place the keys in the lockbox.
- i) **Damage:** The Renter is responsible for any damage that occurs to the buildings or equipment in the buildings resulting from their rental.
- 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 as they are not permitted due to fire code regulations. If candles are needed, then use battery-operated candles.
- m) **No use of oils:** Do not use oils of any type in the buildings (scented, essential, or massage oils). We have received complaints about the lingering smell of oils from renters, and we do not want oil stains on the floors or walls.
- n) **Liability – theft/loss/damage:** The Leasor 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.
- o) **Liability:**
- i) 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 Leasor, 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 Leasor.
 - ii) 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.
- p) **Proof of insurance**
- All Renters must have liability insurance. The Bearspaw Historical Society and Rocky View County require that Renters have a minimum of \$2,000,000 but preferably \$5,000,000 of comprehensive general liability insurance or event liability insurance. A “Certificate of Insurance” will serve as proof of insurance and must be received before the Rental Agreement is approved. The Certificate must name The Bearspaw Historical Society and Rocky View County as “also insured.” The policy should have 30 days notice of cancellation. 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. If you are in doubt about your insurance needs, then please contact your broker. Event liability insurance may be purchased through your broker or online through companies like PAL Insurance.
- q) **Special events (alcohol is not allowed on site):**
- Renters holding events should check to see if they need a Special Events Permit (as defined by Alberta Health Services, Environmental Public Health).
- r) **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.

- s) **Permits and licences:** The Renter is responsible for ensuring that they have all the applicable permits and licences that are required by County, Provincial, or Federal regulators for their activity or business, and that they follow all Alberta Health and Safety regulations, Alberta Environmental Public Health regulations and fire safety protocols. Renters should ensure that they have in place all the required licences, permits, and insurance and that they facilitate any inspections required by the Province of Alberta. Renters may require an Event Permit from Alberta Health Services.
- t) **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 Lessor.
- u) **Authority / cancellation policy:**
- i) The Lessor reserves the right to terminate this agreement at any time, before or during the Agreement Period if the Renter is not complying with the Terms and Conditions herein, is not following the Alberta Health Services Covid-19 regulations, if their event is causing damage, or for lack of rental payment.
 - ii) The Lessor reserves the right to enter the Facility during the Agreement Period to ensure that these Terms and Conditions are adhered to.
 - iii) The board or staff of the Lessor and the Calgary Police Service, Alberta Gaming & Liquor Commission or other authorities wishing to inspect the rental activities have full and unconditional access to the rental activity, event or Facility as deemed appropriate by them.
 - iv) Calgary Police Service and Calgary Fire Department personnel have the authority to enter the Facility premises and conduct occupant load counts during the Agreement Period to ensure the premises are not overcrowded, there are no blocked exits, and there are no activities which may be hazardous to the occupants of the premises, or the Facility itself.
 - v) Board or staff of the Lessor and the Calgary Police Service have the authority to cancel any rental activity in the Facility and have the authority to remove, or have removed, any persons from the Facility if it is felt that the Facility is not being used for the purpose for which this agreement is intended, or, that the Renter is not complying with the Liquor Control Act.
 - vi) The Renter may cancel up to 2 days of the rental and will not be charged. Within 2 days they will be expected to pay for the rental, however, the fee can be applied to a later rental.
- v) By signing this Rental Agreement the Renter recognizes and assumes all risks specific to organizing events and activities during the COVID-19 pandemic. The Renter agrees to follow all Alberta Health Services / Government of Alberta public health orders and bylaws during the rental. Failure to fully comply may result in your rental being cancelled or shut down. The Lessor can cancel or postpone a rental immediately, if Alberta Health Services changes the Covid regulations due to worsening Covid conditions. If this happens the Lessor will refund any unused rental money in full to the Renter and the rental agreement will no longer be valid.
- w) The Renter recognizes and accepts that there is a risk of contracting COVID-19 due to participation in group events. The Lessor has done its best to minimize the risk, but the Renter acknowledges their role and will follow all provincial and municipal guidance and bylaws while in attendance, including not attending if anyone in the Renter's group have or have had symptoms of COVID-19

within the past 10 days and / or have been in contact with someone who tested positive for COVID-19. Under the Occupier's Liability Act, the Renter recognizes that they cannot hold the Leasor liable for a COVID-19 outbreak or transmission caused by negligence on their or their next of kin's behalf.

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 check that the box is locked before leaving.

Proof of liability insurance as described in 12 (p) has been provided.

The Renter has read and understood this Rental Agreement and has put their initials on the bottom of each page of the Agreement and signed below.

Renter signature: _____ **Date:** _____

Please print the full name of business or organization:

Leasor signature: _____ **Date:** _____

Leasor printed name: _____

Thank you for renting the Facility!