



CLYMONT COMMUNITY LEAGUE

THREE DAY BANQUET PACKAGE

Up to 300 guests

The rental days and hours included in this agreement are: *(select preferred times)*

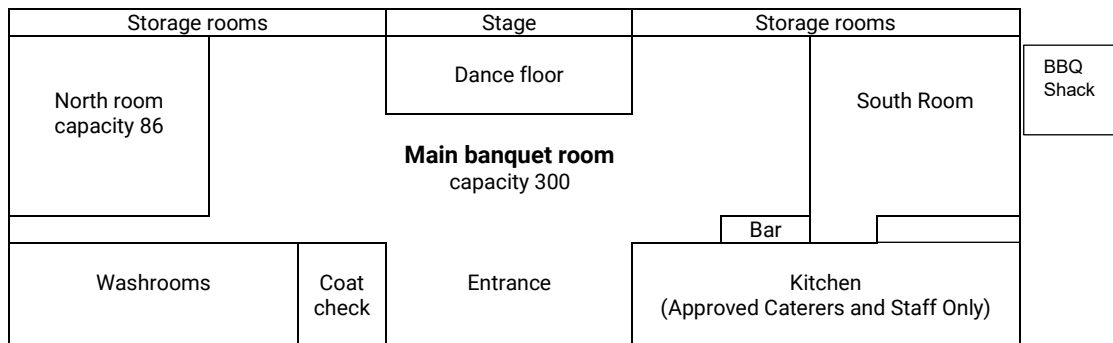
Day 1 (6 hours) select one:	Day 2	Day 3 (6 hours) select one:
10 am - 4 pm	Set hours: 10 am - 2:30 am	9 am – 3 pm
11 am - 5 pm	The hall must be vacated by	10 am - 4 pm
12 pm - 6 pm	2:30 am	
Includes banquet hall for set up decorating only	Includes the banquet hall and south room	Includes banquet hall clean up and south room for small gatherings (e.g., gift opening)
Notes:		

PACKAGE DESCRIPTION

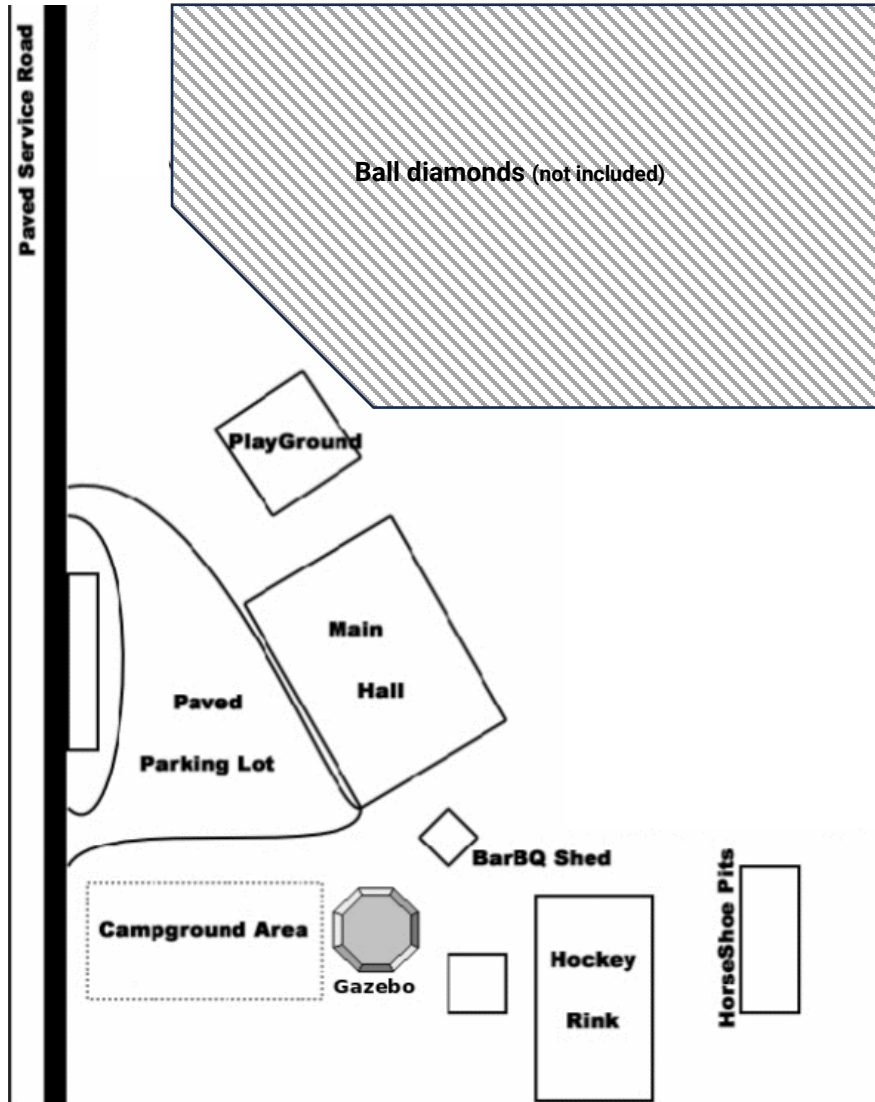
Includes the use of:			
- Main banquet room	- Lectern	- Audio visual system	- BBQ building
- North room (If more than 175 confirmed guests)	- Cake table	- Induction loop for hard of hearing	- Paved + lit parking
- South room	- Tables	- Coat room	- Gazebo
- Padded chairs	- 39'x40' wood dance floor	- Air conditioning	- Playground area
- Natural areas			
Excludes the use of:			
- Storage rooms	- Bar + ice machine	- Dishwasher	- Baseball diamonds

HALL INTERIOR

(not to scale)



HALL EXTERIOR (NOT TO SCALE)





FEE SUMMARY

DUE AT TIME OF BOOKING

Packages & Options	Fees
Damage Deposit	\$1000
Rental Fee	\$7500 + GST
TOTAL due at booking:	

DUE 1-30 DAYS BEFORE THE RENTAL DATE

Overholding Charge	\$500 + GST	due 30 days before rental date
Corkage	\$8 per adult + GST \$4 per child 8 & under + GST	due 1 day before rental date
Optional: Additional shift of bartenders*	\$300 + GST	Must be scheduled 30 days in advance, payment due 1 day before rental day.
Optional: Linen rentals	\$7 per tablecloth, \$1 per napkin, \$30 for head table skirting + GST	due 30 days before rental date

*if bar service is requested prior to 1 hour before evening meal is served an additional shift of bartenders is required.



RENTAL AGREEMENT

CLYMONT COMMUNITY LEAGUE
1-51423 HWY 60, Spruce Grove, AB T7Y 1C3
clymonthall@clymont.com

The Renter/Occupier, herein referred to as the "Renter", acknowledges that the facility is privately owned and operated by the Clymont Community League ("Clymont"), by its volunteer members through its elected Executives and Board of Directors. Any consent, approvals, or changes in terms, conditions, permission for use, availability, rental rates, additional charges or additional fees or other charges/changes, or termination of the agreement/event, are the exclusive right of Clymont within its direction, bylaws, or governing agreements and at its sole discretion and option.

1. CHARGES

Rental prices in this agreement are based on costs, charges, tariffs, surcharges, rates, taxes, levies, and exchange rates as of the date the rental agreement is signed. If any of these rental costs, charges, rates, fees, or additional charges are changed, modified, increased, or reduced, an amendment agreement may be applied that modifies the agreement, or provides for an additional rental surcharge/discount to be amended on the contracted price or any other terms and conditions. This amendment shall be provided to the Renter upon 30 days notice in writing to the address listed for the Renter.

2. ACCESS AND HOURS OF RENTAL

This contract is subject to the following provisions:

Access and permission to enter the facility is provided to the individual named on the agreement (or their approved agent with such approval to be provided to Clymont in writing) for the time period, dates, and only those hours outlined in this agreement.

All occupants must vacate the premises and all items of value, including gifts and alcohol, must be removed as Clymont is not responsible for any items left on the premises.

3. EVENT LIABILITY INSURANCE

The Renter shall maintain third-party liability insurance (also referred to as Event Liability or Party Alcohol Liability Insurance) against claims for death, personal injury, and property damage on the premises, in an amount not less than \$2,000,000 and Clymont Community League and Parkland County shall be named

as co-insured. The renter is responsible for ensuring all planned activities and days for the event are included, including whether alcohol will be served. The policy should name Clymont as an additional insured. Policies shall be in a form and with an insurer acceptable to Clymont. Access to the facilities will not be available until a valid Certificate of Insurance is received.

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

4. CATERING

Approved service providers shall provide catering services. All caterers shall provide a printed or electronic copy of their valid Commercial Caterer Food Handling Permit to Clymont as soon as possible, but at least 2 weeks prior to the event by mail or email. Should the prospective caterer not provide this documentation or not be approved by Clymont, the Renter will be responsible to identify another caterer and seek approval by Clymont.

5. BAR SERVICES

Clymont or its approved service providers shall provide bar service starting 1-hour before the approved time of the scheduled catered meal. Note: Alberta Gaming and Liquor Commission does not issue license for consumption of cannabis, and as such, cannabis use on Clymont property is prohibited. **Bar Service will end at 1am, consumption until 2am, and vacate time no later than 2:30am.**

6. PAYMENT OVERVIEW

The following payments applicable to this Rental Agreement include:

- A.** Rental Fee----- (due at time of booking)
- B.** Damage Deposit----- (due 30 days before rental date)
- C.** Overholding Charge (due 30 days before rental date)

Final Invoice: Clymont will issue an invoice with all charges and refunds within 30 days of the Rental Date.



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a. RENTAL FEE

To reserve a date for an event in or at the Clymont facilities, a rental fee must be paid to Clymont in an amount of the full cost of the Rental Fee, with no exceptions, unless approved by the Board of Directors written approval and passed as a recorded motion at a meeting of the Board of Directors.

The acceptance of the rental fee, without the contract being executed by both parties, does not guarantee the Reservation, the date, facility rental or confirmed prices. The **rental fee** is to be paid in full at time of booking.

b. DAMAGE DEPOSIT

The damage deposit of \$1000 is in addition to the rental fee and is not refundable until all terms and conditions have been satisfied and inspections / estimates are complete in the sole opinion of Clymont.

The Renter is fully responsible for all costs, losses, loss of future revenue incurred because of damage, non-availability to other third parties, excess cleaning fees related to the function, event, or facility, however caused and by whomever, whether an invited or uninvited guest with or without the permission of the Renter. Should any pre-existing damage exist in the facility, the Renter shall have the responsibility to report any pre-existing damage to the Clymont representative as soon as it is discovered. The reporting of any pre-existing damage does not replace or lessen the responsibility or obligation to report any further damage or to minimize or mitigate such damage. **The Damage Deposit is to be paid in full no later than 30 days before Rental date.**

c. OVERHOLDING DEPOSIT

The Overholding Deposit of \$500 is in addition to the Rental Fee and Damage Deposit and is not refundable unless all persons including Renter, guests, visitors, contractors (wedding planning staff), have vacated the premises at the designated time of 2:30 am.

Vacant possession of the premises or grounds shall be provided by the Renter in a clean and tidy condition and all the Renters, guests, invitees and all occupants shall vacate the premises or facility no later than **2:30 am** with no exceptions, delays or extension. If vacant possession is not provided by 2:30 am, as required and agreed under

this agreement, Clymont by its authorized agent, or its authorized party which shall be deemed to include any Federal, Provincial or County Law Enforcement Agency or the County Fire Chief or its officers, reserves the right, privilege and without prejudice to order verbally or in writing that the premises or facility be vacated. If the premises are not vacated as per the contract, a penalty of \$500 shall be charged, accessed and or deducted from the Overholding Deposit or invoiced as a receivable pursuant to this agreement and subject to collection. **The Overholding Charge is to be paid in full no later than 30 days before Rental date** and will be refunded at the same time as the Damage Deposit.

7. MUSIC LICENSING

Federal legislation requires that music creators be compensated for their work through Socan and Entandem Licensing for live and/or recorded music. **This fee is included in the rental fee and paid by Clymont on your behalf.**

8. DAMAGES, CHARGES, AND/OR LIABILITIES IN THE EXCESS OF THE DEPOSIT AMOUNTS

If the damage deposit received is not sufficient to provide or pay for repairs, liabilities, or replacements, due to abuse, damage, or destruction because of the Renters use, loss, or abuse of the facility, Clymont at its sole direction and option and using trades of its selection, shall receive quotations or estimates for such damage/repairs from such approved trades. A copy of such estimate will be provided to the Renter for reference for the full payment or settlement as it relates to the replacement or repair of such damage. With the facility being an operating rental venue and reserved for other third-party functions, it is the requirement to have the facility available to these parties and the ability of Clymont to honor such contracts and dates. Any loss of Revenue, cancellation penalties or third-party costs to Clymont because of such actions by the Renter will be in addition to such damages and form part of the Clymont claim against the Renter. Any repairs or damages shall be administrated and directed by Clymont, and full completed cost together with a 15% administration fee of such repair will be fully paid by the Renter as a condition of the Rental agreement. In the event of a dispute, nonpayment, or refusal to pay the outstanding balance, the Renter by its execution of this agreement agrees and acknowledges that Clymont shall have the exclusive right



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to proceed with the collection of all funds, including the use of collection agencies, and legal avenues to recover the cost of damages, administration charges, loss of rental revenue, interest on monies including all legal and court costs.

9. DEPOSIT REFUNDS

a. **Damage deposit and overholding charge**

Any deposits or charges held by Clymont will only be released once an inspection of the facility is completed by the appointed Clymont representative or its executive. In the event and in the sole opinion of Clymont, that there is no damage requiring repairs or replacement, such deposit or portion thereof will be payable to and returned only to the person and address listed on the contract. In the event of damage, abuse, extras costs or charges occurring because of usage, such assigned or estimated cost/charges or fees will be deducted from the Damage deposit with a list of charges, and any balance remaining (if any). All present and future booking privileges will be suspended, and all related costs and lost rental income will be assessed to the Renter and may be deducted from any deposit held. The return of any deposit funds of any kind (if applicable) will be subject to the completion of inspections, estimates, deductions for cancellation fees, charges, and fees, as required and subject to approval of Clymont, and may be returned within 30 days after rental date.

b. **CANCELLATION**

If the Renter must cancel the reserved date or its function, the Renter is obligated to provide written notice to Clymont within 5 days of such decision, and the failure to provide a non revocable written notice may result in other charges or fees applicable under this agreement. Clymont is under no obligation to reduce its rental charges, allow for the sublease or permit a replacement Renter not approved by Clymont to use the property, or to discount any charges or services because of the Renters cancellation. The Cancellation charge shall be based on the following percentages based on the rental date in this agreement.

- **More than one year (365 days) written notice = 50% deduction of Rental Fee**
- **Less than one year (365 days) written notice = 100% deduction of Rental Fee**

Any remaining balance will be returned to the Renter as provided in this agreement.

Clymont retains the right to modify, amend or waive its cancellation policy at any time with 30 days written notice to the Renter.

If the date or event is not cancelled by written notice by the Renter, and the Renter does not use the property or have its function or planned event, all applicable Clymont charges will be applied to the Renters account, and shall include all fees, penalties, and restocking fees as applicable under this agreement or any other agreement executed with Clymont.

10. COLLECTION / DEFAULT

If a default of any manner or matter under this contract, the Renter agrees to pay Clymont's legal fees on a solicitor/client basis together with any other fees, charges, or interest rates as applicable in the collection.

11. CLEANING & CLEANING FEES

The lessee is responsible for the clean-up and removal of all bodily fluids or excretions from any room, bathroom, or walkway in or around the building. Ensure that toilets are all flushed at the end of the event.

If cleaning fees are required to be applied because of the use or abuse of the facility, such may be deducted from the Damage Deposit in the sole opinion of Clymont. Clymont and its contractors shall determine or estimate the extent of cleaning, and the charges required to be compensated for such cleaning damages, supplies and any special equipment to complete such cleaning, removal of items, materials, or surplus debris. The application of cleaning charges shall be the sole right of Clymont and may be applied to maintain its property and professional appearance for other third parties and rental purposes. The hourly costs of providing trades services and equipment shall be applied to any invoice or deduction from any deposit or any charge to be made to the Renter. Clymont reserves the right to inspect the facilities at any time before, during or after such event or rental, and to instruct the Renter to take the required actions to stop such actions, mitigate such damages, and take effective action to correct or cleanup the concerns to Clymont standards.



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12. GOODS AND SERVICES TAX (GST), TAXES, AND FEES

GST and Taxes are applicable to all charges, fees and services associated with the rental contract, excluding deposits. Any additional fees or charges under any governmental authority shall be applied as required to charges under this contract. Clymont's GST Registration Number is 12183-8650.

13. RENTER RESPONSIBILITIES

A. The Renter acknowledges that the facility is a revenue producing venue and property for Clymont. The Renter acknowledges that Clymont ensures its facility is available to the Community and third parties.

Indemnification: The Renter will, at all times, indemnify and save harmless Clymont, 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 Clymont, 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 whether invited as a guest or uninvited as a visitor, whether with the permission of the Renter, or contractors except where the action, claim, demand, cost or expense was caused by intentional acts or gross negligence of Clymont.

The Renter agrees to fully and completely indemnify Clymont for any loss, future loss of revenue, or damage to the facilities rented or areas of the grounds to which the Renter or his or her guests or invitees whether invited as a guest or uninvited as a visitor, whether with the permission of the Renter, have access, caused, damaged, abused, destroyed, removed or otherwise affected or impacted the facility or property of Clymont. The premises and facilities are professionally maintained to a standard set by Clymont in its sole opinion. The Renter agrees to indemnify Clymont for any loss or damage to facilities, property and equipment used or rented to which the Renter has access, use or provision.

B. The designated facilities, as contracted, are to be left in the same condition in which they were found, which such original condition will be determined by Clymont. Wall decorations are to be affixed to the walls using the provided hooks only, which are located approximately 4 feet apart throughout the hall at a height suitable for many functions within the facility. No additional hooks should be installed.

C. Ceiling decorations are to be attached using ceiling track clips only and shall not exceed 1 pound of dead weight on any single ceiling clip. No pins, staples, tape, thumbtacks, putty, nails, or any other fastening device may be used, installed temporarily, placed on any ceiling, walls, or floor. Absolutely no painting, tinting, or treatment of any surface is permitted inside or outside the facilities.

D. No tables or chairs are to be set on the wooden dance floor, without the Clymont supplied mats being used underneath (this excludes the cake table). Clymont may instruct the removal of any placement in violation of this policy, and the Renter shall completely cooperate to relocate, remove, or put away such displays, decorations, or chairs and tables as required to the instruction and satisfaction of Clymont.

E. The Renter, guests, and visitors agree, and will fully cooperate, that they will not allow, display, provide or promote any book matches, lighters, sparklers, or any ignition sources within the facilities. No open flame candles are allowed within the facility. Only flameless candles are allowed. Fireworks are prohibited on Clymont property. Clymont is within its rights to request the immediate removal by the Renter or take action to remove and dispose of any items that are in conflict of this policy with no liability or reimbursement to the Renter.

F. **No pet dogs** are allowed anywhere on Clymont property. Qualified service dogs are permitted.

G. Smoking and vaping are not permitted inside the buildings as per provincial regulations. Smoking and vaping outside the buildings is only allowed in areas and setback distances as designated by provincial legislation.

H. No confetti or sparkles of any sort is allowed inside or outside of the facility or on the grounds.

I. The Renter is responsible for the securing and removal of its displays, gifts, and alcohol from the facilities.



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Clymont is not responsible for the storage, theft, removal or misplacement of equipment, alcohol, gifts, cash, objects, decorations, or displays. The Renter acknowledges that Clymont is not responsible for loss or theft of any kind, and provides no assurance of security, security systems, security devices or patrols on the property or buildings. Clymont does not provide locking storage or cabinets to the Renter and its guests, and visitors should proactively protect and remove any items of value from the property. **Renters are encouraged to have content insurance for all equipment or items they bring to the premises**, as Clymont will not be responsible for any loss or damage.

10J. If the Function is to serve alcohol, it is the responsibility of the Renter, at its sole cost and expense, to arrange for and ensure that an **Event Liability Insurance Certificate** includes the provisions for an event with alcohol as per Section 3.

The Renter is responsible for conforming to and adhering to all the Alberta Gaming and Liquor Commission (AGLC) licensing laws at its cost and for any matter related (780-447-8600 or www.aglc.ca). All consumption of alcohol in the facilities for the duration of the rental period is subject to AGLC requirements and laws, and the Renter must provide proper documentation including
(1) Valid dated event liquor license,
(2) liquor till receipts, and
(3) Liability Insurance Certificate (See Section 3) to Clymont prior to the event. **The bar will not open until this documentation is received.** The Renter acknowledges and approves that Clymont retains the exclusive right to withhold, stop serving, or close any liquor or beverage services until the requirements of AGLC and Clymont are satisfied, and no deduction of rental or credits will be provided or deducted. The Renter acknowledges that homemade wine, beer, and liquor is not permitted to be stored, consumed, or displayed on the property and will not be served or made available to its guests or visitors.

Any licenses required must be made in the name of the Renter, and all licenses required must be posted for the bar to open. Liquor may only be delivered the day of the event and must be removed from the hall by 2:30 am. No liquor is to be left overnight, and Clymont takes no responsibility for its removal, disposal, or delivery.

Alcohol shall not be served or permitted to minors by the Renter or by others while on the property.

10K. The Renter accepts responsibility for any wrongdoing occurring during its use, rental or control of the property and will permit and conduct only lawful and publicly acceptable activities as determined by Clymont or law enforcement while on the property or in its use of the property under this agreement.

Clymont will retain control of the Facility and Clymont 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 Clymont relating to such use.

If the Renter undertakes or permits any activity within the Facility or the Facility Grounds, which activities may be a nuisance or cause property damage or may cause personal injury, or if the Renter is in default of any of the terms and conditions herein, Clymont may terminate this Agreement forthwith immediately.

10L. The renter agrees that if there is a violation of the alcohol permits, capacity, fire regulations or health regulations, at any time during the rental period, Clymont has the right to terminate the function and the Renters permission to use the property immediately, without liability or legal obligation.

11. HALL SET UP AND TAKE DOWN

Unless otherwise arranged and in writing in this agreement, the Renter is fully responsible for setting up only those approved Clymont provided tables and chairs, putting on plates, wine glasses and cutlery, all as required for the event. The Renter is also responsible for putting up any decorations, at its sole costs and only in those areas approved and by the attachment methods outlined in the RENTER RESPONSIBILITIES section of this agreement.

At the end of the evening, event, or at the end of such agreed or specified time, the Renter shall be responsible for the removal of its decorations, the removal of any debris related to its function and the disposal of the same in the approved containers. The Renter is responsible for putting away chairs and tables in storage rooms with care.



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12. GROUNDS, PARKING AREAS, FIRE LANES, AND LEGAL / POLICE ENFORCEMENT

These areas are used in accordance with provincial legislation, property acts and under the Highway Traffic Act. Clymont reserves the right to remove such vehicles, trailers, equipment, displays, installations, all as required at the Renter's sole expense to require or ensure compliance with such legislation. If required under any condition, Clymont or its contractor shall have no obligation, liability, or costs whatsoever in taking the required actions to comply with such legislation. Clymont may contact any policing organization or registration office to determine ownership of such vehicles as required, and the Renter shall have the liability for costs damages to any parking surfaces due to excess weight or repairs as required because of parking in areas not assigned. Clymont as sole owner of the property and facility may at its discretion and by its appointed representative or executive contact the RCMP or other agencies as required to inspect, enforce, assist, or direct actions as required to maintain civil obedience and apply any provincial or criminal laws as required.

13. ENTIRE AGREEMENT AND GENERAL INTERPRETATION

This Rental Agreement, including the Schedule(s) attached hereto, contains the entire agreement between the parties with respect to the subject matter of this Rental Agreement. There are no covenants, agreements, conditions, or representations which will subsist between Clymont and the Renter, except as expressly set forth in this Rental Agreement. Except if otherwise specifically provided in this Rental Agreement, no amendment, modification, or supplement to the Rental Agreement will be valid or binding unless set out in writing and executed by the parties hereto.

This agreement will be governed by the laws of the Province of Alberta, including the Occupier's Liability Act.



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clymonthall@clymont.com

FACILITY (herein referred individually or collectively as "Clymont")

CLYMONT COMMUNITY LEAGUE
1-51423 HWY 60, Spruce Grove, AB T7Y 1C3
Legal land description: Lot-1-NW-27-51-26-W4
clymonthall@clymont.com

Clymont Rental Agent

Name: _____

Phone number: _____

FUNCTION

Function reference: _____

Date of function: _____

RENTER (herein referred individually or collectively as the "Renter")

Name _____

Alternative contact

Street _____

Name: _____

City _____ Prov _____

Phone number: _____

Postal code: _____

Phone number: _____

Email address: _____

THE RENTER HEREBY AGREES TO THE TERMS AND CONDITIONS OF THIS RENTAL AGREEMENT ON THIS THE

_____.

Renter's signature: _____

CLYMONT COMMUNITY LEAGUES REPRESENTED BY ITS AGENT, _____,

HEREBY AGREES TO THE TERMS AND CONDITIONS OF THIS RENTAL AGREEMENT ON THIS THE

_____.

Clymont Representative Signature: _____