



## Rental Terms & Conditions

### General Information

1. The Clubhouse Manager is permitted to access the rental space at any time during the rental period.
2. The EPRA reserves the right to approve rentals at their discretion. Rentals will be denied for reasons such as:
  - it conflicts with the community mandate
  - it conflicts with an existing EPRA program or other rental • the event may cause undue disturbance to other
  - Occupants in the building, or area residents.
3. The EPRA reserves the right to cancel this agreement without notice upon breach of this contract.
4. The Renter must abide by all noise, animal, liquor, smoking and other Bylaws along with the policies outlined in this document
5. The Renter will be responsible for any fines or penalties incurred by the EPRA that result from the rental event.

### Included in the Rental

#### Shared Space

1. Rental of the Hall area includes access to the restrooms and the kitchen. The Sports area is not included as it may be used for another event or for Tennis at certain times of the year.
2. The Side Doors accessed from the Park into the Hall are to be used as the main entrance for Hall Renters.
3. The Double Doors at the front of the Clubhouse are to be used for Boardroom Rentals.
4. Rental of the Boardroom includes access to the Boardroom and the Restrooms. The kitchen is not included.
5. Elbow Park members may access the building from separate doors to use the sports area or restrooms during the Hall rental. This is a shared space with community members.

#### Equipment Available

1. Kitchen supplies, Cleaning supplies and Restroom supplies are included in the rental.
2. Articles in the kitchen that are in a designated/labeled drawer or cupboard are not to be accessed by renters.
3. Any other equipment that resides in the Clubhouse is NOT included in the rental and must not be accessed during the event.

### Rental Fee, Damage Deposit, Optional Cleaning Rate

1. For Bookings MORE than 30 days in advance of the rental date, the damage deposit is due in order to hold the date, the event fee and other remaining fees are due 30 days prior to the rental date.
2. For Bookings LESS than 30 days in advance of the rental date, FULL payment and the Damage Deposit is due at the time of the booking in order to guarantee the date.
3. Damage deposit is equal to the event price, minimum \$200
4. The Clubhouse will be inspected before and after the event. As long as all rules have been followed, no noise complaints occurred, no damage has occurred, no excess cleaning services are required, and all Clubhouse keys are returned, the damage deposit cheque will be returned.
5. The renter is charged a minimum of \$100 for a lost key.
6. Renters are responsible for cleaning the Clubhouse according to the Cleaning Protocol.
7. For bookings with over 75 (if applicable) people in attendance and/OR events that have a heavy flow of traffic (such as art shows, craft fairs or events that include the outdoor space) a charge of 2 extra hours of cleaning at \$50 will be added to the fee (\$50).
8. In the event that extra cleaning services are required (for example, to remove decorations, dispose of garbage, return tables/chairs, clean large food spills, scrub residue off surfaces etc) a cleaning charge at \$50 per hour will be charged against the Damage Deposit.
9. If there is damage to the Clubhouse, the cost of repairs will be charged against the Damage Deposit.
10. If cleaning fees and/or damage fees are in excess of the deposit amounts, the renter will be deemed responsible and will be billed following the event. Any remaining balances for fees and repairs must be paid to the EPRA within 30 days after the booked event.
11. A call-out fee of \$75 may be charged if EPRA staff or volunteers are called out during an event for a problem related to the use of the Clubhouse.
12. In the event Calgary City Police, Fire or Calgary Bylaw officers are called to respond to issues or a complaint regarding your rental, the full damage deposit will be retained by the EPRA.

### **Cancelling a Booking**

1. Cancellations made 30 days prior to the event will receive a full refund minus a \$100 cancellation fee.
2. Cancellations made less than 30 days prior to the event will forfeit full damage deposit and receive any remaining fees paid back.
3. Cancellations due to COVID restrictions are taken on a case by case basis, all cancellations will receive a minimum of \$25 admin fee holdback regardless of cause.

### **General Policies**

#### Clean Up Protocol

1. The renter is responsible for cleanup of the rental space including:
  - a. Removal of garbage to the outside black bin located on the property.
  - b. Removal of recycling from the building as there is no service in the Clubhouse
  - b. Replacing chairs and tables back into the storage room
  - c. Removing any decorations from the space
  - d. Wiping down the countertops, inside of the microwave and inside of fridge
  - e. f. Cleaning the sink of any large residue.
  - f. Wiping up any large messes on the floors
  - g. Wiping out spills or large messes in the fridge

- h. Wiping the top of the stovetop and remove all food residue
  - i. j. Wiping out the oven and remove all food residue
  - j. Sweeping the floor and wiping any large spills from the floors
2. If the outdoors was used by rental guests, all garbage must be picked up throughout the grounds.
3. Clean up time is part of the rental time.
4. All items belonging to the renter (or parties attending the event) are the responsibility of the renter, and not the EPRA. If items belonging to the renter are left behind, all damages or losses incurred to said items are the responsibility of the renter. Any items left behind without written agreement will be subject to a storage fee of \$20-\$100/day, at the discretion of the Clubhouse Manager.

### **Storage & Removal of Items**

1. Storage of event materials outside rental times will not be permitted.
2. Signs, banners, displays, equipment, and all other items must be removed from the Clubhouse immediately following the event as part of your event clean-up.

### **Clubhouse Property and Equipment**

1. Absolutely no stakes or anything sharp can be put into the ground throughout the property. Repairs to fix punctured irrigation and gas lines are very costly and will be the renter's responsibility.
2. Tables, chairs, and equipment are not to be dragged along the floor. A dolly is available to transport heavy items. If damage occurs as a result of the aforementioned, cleaning and repair cost will be charged against your damage deposit.
3. Under no circumstances can the indoor chairs & tables be outside. Arrangements can be made to use the outdoor designated tables and chairs if available at the discretion of the Clubhouse Manager.

### **Food, Beverages and BBQ**

1. As mandated by the Calgary Health Region, no 'home prepared' food may be served to the public. This would not apply to private events.
2. Food cannot be left or stored in the Clubhouse outside rental event hours without prior permission.
3. The kitchen is NOT a commercial kitchen. NO grease laden vapours are permitted such as pan frying eggs or bacon, frying onions in the bottom of a soup pot, deep fat frying, grilling, broiling, stir fry or braising. Boiling water to cook vegetables, pasta, rice, poached eggs or reheating pre made soups, melting chocolate or heating hot chocolate is permitted.
4. Glass bottles are allowed in the Clubhouse, but glass bottles are not permitted outside the Clubhouse.

### **Alcoholic Beverages**

1. No alcoholic beverages are allowed without an Alberta Liquor Control Board liquor license. It is up to the renter to secure the license and ensure that attendees abide by it.
2. Opened alcohol is only permitted outdoors in a designated area that has been fenced off and is posted as an area serving alcohol. A special event permit may be necessary for an outdoor area.
3. Proof of your liquor license MUST be posted and visible during the event. AGLC may inspect the

- event at their discretion.
4. An online application is available on the AGCL website at \$25 per liquor license.

### **Signage and Decorations**

1. No signs or decorations are allowed to be attached or in any way affixed to the building exterior without advance permission of the Clubhouse Manager.
2. No tape, tacks, or Command Strips may be placed on any painted wall; a removable adhesive, such as 'tack & stick' or painters tape may be used. All decorations & tack/stick must be removed after the event. Damage to drywall will be deducted from damage deposit.
3. Decorations and displays may be attached to existing hooks and tacks where available.
4. Do not hang heavy objects from the exposed ducting in the Hall. Light balloons can be tied up at the renter's risk for damage.
5. Confetti, rice, or the like is not allowed at the Clubhouse. A cleaning charge of \$50/ hour will apply if such materials are used.
6. Do not use Duct Tape on the floor or elsewhere. The Renter is responsible for any cleanup costs at \$50/hr.

### **Animals**

1. With the exception of service animals, animals are not allowed in the Hall. Restricted Areas

### **Access**

1. Access to any mechanical rooms in the Clubhouse is strictly prohibited.
2. Access to the Clubhouse Boardroom is strictly prohibited.
3. Access to any locked or labelled cupboard contents is prohibited.

### **Safety and Reporting**

1. Prior to the event, the renter must be familiar with the location of the First Aid Kit, defibrillator and all exits.
2. No pyrotechnic equipment is allowed.
3. Doorways and hallways must not be blocked. All occupants of the building must exit immediately upon sounding of the Clubhouse fire alarm.
4. Information concerning any accident/injury occurring at the Clubhouse must be reported to the Hall Manager as soon as possible.
5. The Renter must be reachable by cell phone during the event.
6. In the case of emergencies, call 911 immediately.
7. Occupancy must not exceed the posted, allowable Maximum Occupancy Loads.

### **Smoking**

1. In compliance with City of Calgary Bylaw # 57M92, smoking is NOT permitted in the Clubhouse or within 3 metres of any door.

### **Noise**

1. The renter must abide by City of Calgary Bylaw # 5M2004, to do with neighbourhood

nuisance, safety, and liveability issues.

<http://www.calgary.ca/CSPS/ABS/Pages/Bylaws-bytopic/Noise.aspx>

2. Responsibility to not make noise that will disturb others between 10pm and 7am Monday to Sunday, and 10pm to 9am on Sunday. The only exception is during Calgary Stampede week, where noise restrictions are in effect between midnight and 7am.
3. Non-compliance of this policy or a necessitated call-out by EPRA staff may result in a forfeiture of partial or full amount of the damage deposit.
4. Should the Calgary Police be called out to address noise complaints, your damage deposit will be forfeited.

## **Liability**

1. You are responsible for carrying your own insurance while occupying, renting, and leasing the premises.
2. It is highly recommended that all parties carry Special Events Liability Insurance or Party Alcohol Liability Insurance to cover activities during the event as well as indemnifying the EPRA. The type of policy required will be determined by the insurance broker based on the details of your event.
3. Corporate insurance may provide off-site event insurance. Please check with your insurance provider and request a Certificate of Insurance for the date and time of your event, naming Elbow Park Residents Association 800 34 Ave SW Calgary, Alberta as the location.
4. Your home owners insurance may cover off-site event insurance. Please check with your insurance provider and request a Certificate of Insurance for the date and time of your event.
5. If not provided by one of the above, you can purchase through your preferred broker, Toole Peet Insurance, or by visiting [www.palcanada.com](http://www.palcanada.com) or AMA etc.
6. In renting the EPRA Clubhouse the Renter agrees to take the premises at his/her own risk and agrees to indemnify and save harmless EPRA against any and all claims arising from any incident, including any injury or damage sustained by the Renter, any member of the Renter's party or any third party arising from the rental of the Clubhouse or use of any equipment in the Clubhouse.

## **Contacts**

Clubhouse Manager: [epclubhouseyyc@gmail.com](mailto:epclubhouseyyc@gmail.com)