

Centre Culturel Francophone de l'Okanagan FACILITY RENTAL AGREEMENT

702 Bernard Avenue, Kelowna, V1Y 6P5 –(250-860-4074)



Facility booking checklist for your records

- **Sign and return your Agreement**
Please read through your attached Agreement including the Terms and Conditions.
If you have any questions or concerns please contact the office.
- **Pay your Reservation deposit**
Reservation deposit is required to reserve the requested date.
- **Provide proof of insurance**
Please provide a copy of your liability insurance policy, which clearly names CCFO as an Additional Insured.
- **Provide a copy of your liquor license**
Please provide a copy of your liquor license at least 7 working days prior to the event, if alcohol is being served at your event.
- **Fees are payable in advance as follows:**
 - Balance of rental fees due
 - Payment by PayPal/credit card/cash only: minimum 20 working days before your event
 - Refundable Damage Deposit
 - Payment by PayPal/credit card/cash only: minimum 15 working days before your event
- **Promoting your event**
Please remember that the Renter may only use the CCFO civil address (702 Bernard Avenue) on their promotional material. The Renter may **not** use CCFO's name or initials.

Facilities at the CCFO & Rates

➤ *Special arrangements can be made for long-term or recurring rentals.*

Multipurpose room: Maximum capacity: 128. Tables/chairs included	Regular Rate 4 hour minimum	During CCFO's business hours no minimum time during CCFO's business hours, provided the CCFO's office can remain open to the public	Not-for-profit organisation 4 hour minimum
Multipurpose Hall	\$35/hr + GST \$8/hr extra on Stat. Holidays	\$30/hr + GST \$8/hr extra on Stat. Holidays	\$30/hr + GST \$8/hr extra on Stat. Holidays
Multipurpose Hall & Kitchen	\$55/hr + GST \$8/hr extra on Stat. Holidays	\$50/hr + GST \$8/hr extra on Stat. Holidays	\$50/hr + GST \$8/hr extra on Stat. Holidays
Kitchen *	\$30/hr + GST \$8/hr extra on Stat. Holidays	\$30/hr + GST \$8/hr extra on Stat. Holidays	\$30/hr + GST \$8/hr extra on Stat. Holidays

*On occasion, the Renter agrees to share use of the kitchen with other Renters, including the CCFO. Prior written notification will be given to the Renter by the CCFO and arrangements will be made to facilitate the shared use of the kitchen. The CCFO is not responsible for any loss, damage, or expenses caused by a faulty appliance or by faulty appliances. The CCFO will endeavor to fix any faulty appliance or appliances in a timely manner.

Office only: Dépôt ____ Payé ____ Dépôt de sécurité ____ Permis alcool ____ Assurances ____ Superviseur ____ CL ____

1. **Contact Information** (Hereinafter referred to as the Renter)

Organisation/Group/individual:
Contact Name:
Email:
Address: (include postal code)
Phone number where you can easily be reached:
Additional Contact Information:

2. **Event Template & Details**

Event Name: _____

Event description: _____

The Renter agrees that this Agreement is not transferrable, no other event or purpose shall be substituted for this purpose, and this will be the only use of the facility, and this use will be in lawful, proper manner and will not breach any local by-laws. Signature, full payment, damage deposit, proof of insurance and all required permits must be provided to entry of rental space.

Space rented:						
Monday <input type="checkbox"/>	Tuesday <input type="checkbox"/>	Wednesday <input type="checkbox"/>	Thursday <input type="checkbox"/>	Friday <input type="checkbox"/>	Saturday <input type="checkbox"/>	Sunday <input type="checkbox"/>
Start Date:		End Date:		Total (days) :		
Start Time (including set-up):		End Time (including take-down and clean up):		Total (hours) :		
(\$ × hour) or (\$ × day) + GST = 						
All cheques are made payable to CCFO						

3. Payment

	How much?	Deadline
Non-refundable Reservation Deposit - this will go towards your rental fees, and it confirms your booking	- 50 % of the total rental cost - all bookings valued at \$200 or less must be paid in full at time of booking	As soon as possible, to confirm your booking and reserve the requested date and time.
Balance of rental fees	Rental fees minus the non-refundable reservation deposit	Payment by Paypal/ <u>credit card/cash only</u> : minimum 20 working days prior to the event
Damage Deposit - this will be returned if no damage or additional costs were incurred, as per this Agreement	Without alcohol: \$250 With alcohol: \$500	To be paid by credit card/Paypal/cash: minimum 15 working days before your event

Additional Costs *(these amounts may be required and deducted from the damage deposit, if necessary)*

- Overtime use of the facility, charged at time and a half;
- Cleaning the facilities and contents if the Renter vacates leaving it in any condition other than clean and damage free;
- A \$250 recovery fee will be charged for smoking/vaping in and around the building, this includes main hall, smaller rooms, bathrooms, balconies and courtyard. City of Kelowna bylaws prohibits smoking/vaping within 3 metres of any doorway. Smoking is allowed in the parking lot only, and away from the doorway.
- Repairing any damage or loss to the facilities and contents caused by the Renter's use and occupancy;
- Removing any equipment or large items left on the facilities by the Renter's use and occupancy, without prior written approval from the CCFO;
- Loss of rental income for the CCFO due to damage or inappropriate use of the facilities and contents by the Renter's use and occupancy;
- Any additional costs associated with the inappropriate use of the facilities by the Renter's use and occupancy;
- ADT alerts, emergency responders or police resulting from the actions of the Renter's use and occupancy;
- \$50.00 fee levied against any NSF cheque.

Additional Costs: False Alarms

There will be a 50 \$ fine per incident (an incident may be all or portion thereof or only one of the following) for:

- * not closing ALL doors properly (inside as well as outside doors)
- * not setting the alarm on both panels
- * not phoning ADT when a false alarm happens in your presence
- * not letting CCFO know about a false alarm

Royalties, Permits: The Renter shall be responsible for all taxes, licenses, rates, duties or assessments and any copyright fees, including SOCAN fees charged or assessed against the Renter and /or the CCFO in respect to the use and occupancy of the facilities by the Renter.

The Renter is responsible for any additional costs in excess of the Damage deposit amount.

The CCFO is the first call on any and all revenue to settle outstanding rental and facility charges, and will directly deduct these charges from the Damage Deposit, and to cover all outstanding fees the Renter will be invoiced for the remainder. The promoter is second call on any and all revenue

4. **Booking & Promotion**

- Under no circumstances will the Renter sublease or allow any other organization or individual to use the facility for the period for which the Renter has contracted;
- The Renter will not use the CCFO name to suggest endorsement or sponsorship of event without prior written approval from the CCFO;
- The Renter will use only the CCFO civic address (702 Bernard Avenue), and not the CCFO name/initials, in event advertisements.

5. **Cancellation policy**

- Cancellations must be in writing by email or letter (email or letter must be received by CCFO within the time frame stated below);
- Cancellation will result in the loss of the non-refundable reservation deposit and a \$25.00 administration fee will also be levied;
- Bookings cancelled with less than 20 business days' notice prior to the rental date, will be subject to the final agreement price;
- The balance of rental fees is refundable if cancellation is made 21 business days or more prior to the rental date;
- Any NSF cheque will void this Agreement;
- In the event that through an act of God, or acts of prohibition of any governmental authority, fire, action of the elements, strikes, civil commotion, or any other cause, the CCFO is prevented from giving possession of the facility and delivering the services committed, this shall excuse such non-performance and shall justify an immediate termination of this agreement. The CCFO shall repay that portion of the fees which have been made by the Renter to the CCFO, but the CCFO shall not be subject to any further liability for damage of loss suffered by the Renters or others.

6. **Indemnification & Insurance**

- The Renter shall procure and maintain, at its own expense, and cost, a comprehensive general liability insurance policy for an inclusive limit of not less than \$2,000,000.00 for the term of this Agreement. The Renter will provide a Certificate of Insurance form as evidence of their insurance and that the CCFO has been named thereon as an Additional Insured. Proof of the above-mentioned insurance requirement must be received by the CCFO by the start date of your rental, if not, entry to the facility will be denied, but the Renter is still responsible for all costs and fees of the Rental;
- The Renter must report to their insurance and to CCFO any personal injuries or property damage arising at any time during and/or arising out of or in any way connected with the Renter's use or occupancy of the facility;
- Hold harmless and Indemnification: The Renter shall be liable for all loss, costs, damages, and expenses whatsoever incurred or suffered by the CCFO, its officers, employees and agents (the

Indemnities) including but not limited to damage to or loss of property and loss of use thereof, and injury to or death of a person or persons resulting from or in connection with the event, purported event, or non-event of this Agreement, excepting only where such loss, costs, damages and expenses are as a result of the sole negligence of the Indemnities. The Renter shall defend, indemnify and hold harmless the Indemnities from and against all claims, demands, actions, proceedings, and liabilities, whatsoever and all costs and expenses incurred in connection therewith and resulting from the event, purported event, or non-event of this Agreement, excepting only where such claim, demand, action, proceeding or liability is based on the sole negligence of the Indemnities.

7. Set-up, decoration, take down and clean-up

- A Building supervisor appointed by the CCFO to open and close the doors will be present at all times and will have access to the facility associated with the rental. The Renter is responsible for the event and the participants, and shall remain on site for the whole duration of the event, from set-up to the end of take down;
- The Renter is not permitted to drive any nails, hooks, tacks, screws, poles, stakes or other forms of fasteners into any part of the facility and shall not make or allow for any alterations of any kind therein without prior written approval from the CCFO;
- The Renter agrees that no connection to water intake or electrical panels will be made without the prior written approval of the CCFO;
- The Renter is responsible for leaving the facility in the exact condition in which it was rented including removal of any trash or recycling generated, and ensuring all fixtures belonging to the CCFO remain on-site and are in good working order;
- The Renter is responsible for any and all damage to the facility and/or its contents during use and occupancy. In the event that damage occurs or excessive cleaning is necessary, the renter is responsible for any and all janitorial and/or repair fees incurred by the CCFO;
- The Renter acknowledges that the deadlines in this agreement include the time to set up, take down and clean. Cleaning entails: Garbage bins must be emptied, recycling must be put into blue bags, and empty bottles must be removed. The floor must be swept and any outside debris must be cleaned up.

8. Equipment & Accessories

- The Renter acknowledges that only the equipment listed in this Agreement will be provided;
- The Renter will not remove, relocate or take any property of the CCFO outside the facility for any reason without written prior approval from the CCFO;
- The Renter will remove all rental equipment, personal or organizational property upon the conclusion of their event, unless other arrangements have been made in the form of a prior written approval by the CCFO. The CCFO has the discretion to dispose of any posters, programs, stage properties or other items belonging to the Renter or anyone associated with them, left at the facility after the end of the rental period. Renter may be billed to recover dumping fees and labour costs required for extraordinary cleaning and building restore beyond normal requirements.

9. **Security & Regulations**

- The Renter will comply with all applicable safety, fire, health and liquor regulations;
- The Renter must provide the CCFO with a copy of their liquor license at least 7 working days prior to their event if alcohol is being served at the event;
- Gambling of any kind is not permitted at the facility;
- Smoking is not permitted at the facility; this is a Smoke/Vape Free Environment
- Animals are not permitted at the facility, except helper dog;
- There is to be no confetti inside or outside the building;
- The Renter hereby assume full responsibility for the character, acts, and conduct of all persons admitted to the facility or to any portion of the facility by the consent of the Renter or by or with the consent of any person acting for or on behalf of the Renter. The CCFO maintains the right to eject any objectionable person or persons, including any or all patrons that are disorderly and exhibit behaviour that is potentially dangerous to the facility, other patrons or themselves;
- The Renter is solely responsible for supervising all individuals at the CCFO facility during their event. The CCFO is not responsible for providing this supervision;
- The Building supervisor will call the RCMP, at the expense of the Renter:
 - if illegal drugs are suspected;
 - If the Renter loses control of the participants;
 - If alcohol is suspected during an event without a liquor license;
- The Renter will not admit a larger number of individuals that can lawfully, safely and freely move about the facility;
- At the discretion of the CCFO, public events may require professional security at the expense of the Renter.

10. **Miscellaneous**

- If the Renter violates any part of this agreement or reports false information to the CCFO, the Renter may be refused further use of the facility and the Renter will forfeit a portion of or all of the rental fee and/or deposit paid;
- The CCFO reserves the right to impose additional requirements as deemed necessary to protect the facility and its integrity at the cost of the Renter;
- If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions will remain in full force and effect.

Please read and understand all 7 pages of this Agreement before signing below

This Agreement and any attached documents constitute the entire Agreement between the Parties. This Agreement is made in the Province of British Columbia, Canada, and its validity, construction, performance, breach and operation shall be governed by the laws of British Columbia applicable to contracts to be performed in British Columbia. This Agreement will become binding once both the CCFO and the Renter execute it. The headings of this Agreement are for convenience, and do not in any way define or limit the wording or intent of any provision of this Agreement. No modification or amendment of this Agreement shall be binding unless made in writing and signed by both parties.

I am an authorized agent of the organization or individual submitting this 7 page Agreement. The information provided in this Agreement is true and correct. I have read and understand all Terms & Conditions of this Agreement and agree to all aforementioned Terms & Conditions related to the use of the rental facility.

Signature:	Print Name:	Date:
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For Use by the CCFO

Est. Rental Fee:	Deposit Paid (\$ or chq):	Receipt #:	Date Deposit Paid:
Final Rental Fee:	Balance Owed (\$ or chq):	Receipt # :	Date Balance Paid:
Damage Deposit Paid (\$):	Paypal confirmation Number:		
Rental Authorized By:		Date Signed:	

Personal information on this form is collected under the authority of the Freedom of Information and Protection of Privacy, and is necessary for the operation of the CCFO's rentals. Questions about the collection of this information are to be directed to the Executive Director of the CCFO, 702 Bernard Avenue, Kelowna, V1Y 6P5 – 250.860.4074.