

Terms and Conditions

Upon signing Page 1 of the Arena User Agreement, the user agrees to accept all terms and conditions outlined in this document.

The Renter acknowledges that the facility is owned and operated by the Town of Claresholm. 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 the Town of Claresholm.

1. Access and Hours of Rental

Access to the facility will be granted to the renter only for the period rented. The renter agrees to leave the facility clean and free of their belongings at the conclusion of their event. The facility must be in a 'ready to rent' state so it can be rented by another party. If the renter wishes to setup the day prior to their event, they must reserve and pay the required rental fee for the extra day. If the renter wishes to clean and/or remove their belongings the day following the event, they must reserve and pay for the extra day.

2. Payment overview

50% of the Total Rental fee due, up to a maximum of \$500, is payable to the Town of Claresholm at the time of the booking which will be held as a Security/Damage deposit. Failure to provide payment prior to the rental date will result in the rental agreement to be cancelled. The remaining balance is payable upon receipt of invoice following the event. 30 days of the date of the invoice the renter is responsible for payment of interest on any outstanding amounts calculated at a rate of 18% per annum (calculated and compounded monthly) from and after the date of said invoice.

3. Keys

The Claresholm Arena is a secure facility. If a key is required by the renter a key deposit in the amount of \$50 must be paid prior to, or upon, receipt of a key. Keys are not to be copied, given, or loaned out. Loss of keys must be reported immediately to the Director of Infrastructure. Any keys must be returned within 3 business days following the rental. In the case of long standing rental agreements, all keys must be returned by the by the end of the season. If the renter fails to do so they will be charged replacement fees and/or the costs to re-key the locks in excess of the key deposit.

4. Damage in excess of damage deposit

In the event that the damage deposit received is not sufficient to provide or pay for repairs, liabilities or replacements, as required due to abuse, damage or destruction, whether intentional or incidental, the Renter is responsible to pay the excess amount. The Town of Claresholm will obtain estimates for repair and provide a copy of the estimate to the Renter. Full payment is required upon receipt of the invoices by the Renter. Any legal or court costs incurred as a result of the damage is the responsibility of the Renter.

5. Cancellation

In the event the Renter must cancel the reserved date or its function, the Renter must provide written notice to the Town of Claresholm. The Town of Claresholm is under no obligation to reduce its rental charges. Deposits are non-refundable if booking is cancelled within 2 weeks prior to scheduled rental time, otherwise the deposit is refundable less a \$50 administration fee. If cancelled within 2 business days of making the booking the administration fee may be waived.

6. Renter Responsibilities

The Renter acknowledges that the facility is revenue producing venue and property for The Town of Claresholm. The Renter acknowledges that the Town ensures its facility is available to the Community and third parties.

- a) **Indemnification** – The Renter will, at all times, indemnify and save harmless The Town, 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. The Renter agrees to fully and completely indemnify the Town for any loss or damage to facilities, property and equipment used or rented to which the Renter has access, use or provision.

- b) **Facility Condition** – the Renter agrees to leave the facilities, including grounds, in the original condition in which it was found, which such will be determined by The Town. All garbage and recycling must be collected, bagged, and left at designated areas.
- c) **Set-up/Decorations/Construction** – the renter must provide detailed plans of any set-up, decorations, or construction required or planned for the event and obtain written permission for such prior to commencing
- d) **Emergency Contact Information** – the renter must be aware of emergency contact information posted in the office and kitchen.

7. Theft, loss, or damage

The facility owner shall not be liable for any theft, loss, or damage of, to, or from the persons or property of the User, its agents, employees, servants or invitees howsoever caused.

8. Termination of Agreement

- a) If any term of this agreement is breached the Facility Owner shall have the right to terminate this Agreement forthwith no notice whatsoever and shall require the user to vacate the Facilities forthwith; a charge for the use of the Facilities and the provision of the Services shall not be reduced or abated and the User shall remain liable for the full amount thereof.
- b) Notwithstanding any provision contained herein to the contrary, the Facility Owner has the right to cancel this Agreement at any time whatsoever if, in the opinion of the Facility Owner, the performance or continued performance of this agreement would result in damage to the real or personal property or if to allow said performance or continued performance of this agreement would otherwise be dangerous or unsafe.
- c) Should the Facility Owner be rendered incapable of performing its obligations hereunder by reason of any statute law, order or regulation or for any reason beyond it's reasonable control, the Facility Owner shall be relieved from fulfillment of such obligations and the user shall not be entitled to any compensation whatsoever.

9. Suitability

The User has inspected the Facilities and has satisfied itself that the facilities are suitable for the Event and that there have been no promises, representations, warranties, or undertakings given by the Facility owner with respect to the Facilities or the Services except as were expressly set forth herein. All Damages are the responsibility of the user.

10. Insurance

- a) Each insurance policy shall name the Facility Owner as an additional named insured except for the coverage for the Users own personal property and equipment
- b) The Facility User must have the appropriate insurance, and be able to provide it upon request.
- c) The users liability shall not be in any way limited, reduced or altered by any provision for insurance contained herein and the User agrees that the User shall not, upon any ground or for any reason whatsoever, join or seek contribution from Facility Owner in any Lawsuits arising out of or in any way related to the use of the facility and services

11. Indemnity

The user assumes the entire responsibility and liability for losses, expenses (including legal expenses on a solicitor and his own client basis), damages and claims based on any injury to persons (including sickness and death) or damage or alleged damage to property (whether such property be the property of the Facility Owner or a third party) sustained or alleged to have sustained in any way connected to the Facilities and Services by the user it's employees, agents, servants or invitees. The user agrees to indemnify and hold harmless the Facility Owner, it's agents, servants and employees from and against

the same and from and against any and all damages, demands, claims and expenses (including legal expenses on a solicitor and his own client basis) made by the third party against the Facility Owner arising directly or indirectly from any injury or damage or alleged damage or other matter relating to this Agreement. The User further agrees to defend any suit or action brought against the Facility Owner, its agents, servants or employees, or any of them arising out of activities to collect or attempt to collect any monies properly due to the Facility Owner pursuant to this Agreement.

Emergency Numbers:

Director of Infrastructure 403-625-0200

Town Office: 403-625-3381

The signing of this agreement does not indemnify the renter or pass any responsibility from the renter to determine and obtain any other applicable municipal, provincial or federal permits or licenses that may be required for their event or use of the facility prior to commencement. Nor does it relieve any responsibility from the renter to determine and abide by, and ensuring any and all agents, participants, or guests abide by, any and all laws, bylaws, orders, rules and regulations, that may apply to their event or the use of the facility or ground.

The Mezzanine User:

1. Unlock entrance door (push bar lock) key is on sill above main entrance door
2. Unlock mezzanine door

Housekeeping & end of day

1. Please have the space ready for the next group, cleaning supplies are located in the furnace room
 - a. Mop spills
 - b. Dry Mop floor, and
 - c. Wipe/ clean mirrors as needed
 - d. Garbage deposited into Lobby bin
2. Lock Mezzanine Door
3. Check washrooms
 - a. Taps off
 - b. Toilets not running/or flooding
4. Lock front door with Allen key, replace key after locking
5. Check that both doors are latched and locked upon leaving the facility