



## **FACILITY USE AGREEMENT**

The person signing this agreement and the organization on whose behalf the Facility rental is being made (collectively the "Renter") are responsible for compliance with this agreement. All Renters are required to read and sign the Facility Use Agreement as part of the rental. Please read carefully, fill out Facility, Renter, and event sections, initial at the bottom of each page, and sign in the signature page at the end of this document.

### **1. FACILITY INFORMATION**

Name of Facility: **Gladstone Mountain Ranch & Conference Centre (GMRCC)**

As owned and operated by 1766262 Alberta Ltd. PO Box 1257, Blairmore, AB, Canada. T0K 0E0 403.627.1999

### **2. RENTER INFORMATION**

Contact name \_\_\_\_\_

Tel.: Home \_\_\_\_\_ Work \_\_\_\_\_

Organization \_\_\_\_\_

Address: \_\_\_\_\_

### **3. EVENT INFORMATION**

Description of event \_\_\_\_\_

Date of event \_\_\_\_\_ Estimated attendance \_\_\_\_\_

Time event begins (incl. set up) \_\_\_\_\_ Time event ends (incl. clean up) \_\_\_\_\_

Open to the public?      Yes      No      Will minors be present?      Yes      No

Admission fee charged? Yes      No      Will there be music?      Yes      No

Type of music \_\_\_\_\_

Will food be served?      Yes      No      Will food be sold?      Yes      No

Will alcohol be served?      Yes      No

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#### **4. CONDITIONS OF USE**

##### **A. RESERVATIONS**

1. Renters desirous of a GMRCC Facility should make reservations well in advance of the intended date of use because demand for facilities is high and dates fill quickly.
2. A Facility is not considered rented until (1) Renter delivers to the GMRCC the Facility Use Agreement, rental fee, deposit, certificate of insurance, written evidence of permits and licenses, and any other items deemed necessary by GMRCC; and (2) GMRCC, in its sole discretion, approves such rental in writing.
3. A person who is at least eighteen (18) years of age must sign this agreement. If alcohol is served, a person who is at least twenty-one (21) years of age must sign this agreement.
4. Renter shall provide the GMRCC Manager or his/her designee with a single contact who is to serve as the representative for Renter's activities.
5. Renter shall be responsible for securing all required permits and licenses.
6. The facility shall be used for the purpose stated in this agreement and no other use will be permitted.
7. Renter shall permit any GMRCC officers, employees, or agents to visit the event described in this agreement.
8. Under no circumstances shall Renter sublease or allow any other organization or individual to use the Facility for the period for which Renter has contracted. Renter is an independent contractor and not the agent or employee of GMRCC.

##### **B. FEES**

1. The GMRCC will require a rental fee and/or a deposit from Renter. The deposit shall be equal to 30% of the gross rental fee as quoted by GMRCC to the Renter and is due at the time a reservation is made. Further details are given in GMRCC's 'Rates and Conditions' document.
  2. Any person or agency holding a reservation for the use of GMRCC facilities and desiring to cancel such reservation may be subject to the withholding of a portion of or the entire rental fee for the Facility.
  3. GMRCC may charge an additional amount of double the regular rental rate for any event continuing past the ending time stated in this agreement.
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4. Renter is responsible for any lost keys, and any costs that the GMRCC might incur to replace and/or re-key the Facility.
5. In the event the Facility is left untidy or damaged, Renter shall be charged for any and all janitorial and/or repair fees incurred by GMRCC as a result of same and these fees shall be billed to Renter.

### **C. INDEMNIFICATION AND INSURANCE**

1. Renter shall indemnify, defend, and hold harmless the GMRCC, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with Renter's use or occupancy of the Facility and adjoining property.
  2. Renter shall procure and maintain general liability insurance against any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with Renter's use or occupancy of GMRCC's facilities and adjoining property in the amount of \$1,000,000 (one million dollars) per occurrence. Such insurance shall name GMRCC (1766262 Alberta Ltd.), its officers, employees, and agents as additional named insureds prior to the rental date of the Facility. Renter shall file certificates of such insurance with the GMRCC, which shall be endorsed to provide thirty (30) days notice to the GMRCC of cancellation or any change of coverage or limits. If a copy of the insurance certificate is not on file prior to the event, GMRCC may deny access to the Facility. In this event, any and all deposits / rental fees will be forfeited by the Renter and no refund made.
  3. Renter shall report any personal injuries or property damage arising at any time during and/or arising out of or in any way connected with Renter's use or occupancy of the GMRCC's facilities and adjoining property to the GMRCC Manager or his/her designee, in writing and as soon as practicable.
  4. Renter waives any right of recovery against the GMRCC, its officers, employees, and agents for fires, floods, earthquakes, civil disturbances, regulation of any public authority, and other causes beyond their control. Renter shall not charge results of "acts of God" to the GMRCC, its officers, employees, or agents.
  5. Renter waives any right of recovery against GMRCC, its officers, employees, and agents for indemnification, contribution, or declaratory relief arising out of or in any way connected with Renter's use or
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occupancy of the Facility and adjoining property, even if the GMRCC, its officers, employees, or agents seek recovery against Renter.

**D. SECURITY**

1. Renter is solely responsible for supervising all individuals at the Facility and adjoining property during the event. GMRCC is not responsible for providing this supervision. However, the GMRCC may evict individuals from the Facility during the event if their conduct is not in the best interest of the public or is deemed to be detrimental in any way.

**E. SET UP / CLEAN UP / DECORATIONS**

1. Renter, caterers, bands, transportation of rental equipment, and related individuals and activities will not be permitted access to the Facility prior to or after the event time period. Renter shall be responsible for arranging access during the time requested for entry and exit of the Facility.
2. Renter shall not prepare or decorate the Facility prior to the event start time, unless Renter provides rental fees, deposits, and insurance for the time of the preparation and/or decoration.
3. Renter shall not drive or permit to be driven nails, hooks, tacks, screws, poles, stakes or other forms of fasteners into any part of the Facility and shall not make or allow to be made any alterations of any kind therein.
4. Renter shall be responsible for all clean up of the Facility, including adjacent grounds, at the end of the rental. Renter shall pick up, bag, and remove all trash generated by all activity in any way connected with its use of the Facility, leaving the Facility clean and free of all trash and litter. Renter shall also leave all fixtures, if any, in good working condition.
5. Renter shall not store any equipment or materials at the Facility or adjoining property without the prior written approval of the GMRCC Manager or his/her designee.
6. Renter shall be responsible for any and all damage to the Facility and/or its contents during use. In the event damage occurs or excessive cleaning is necessary, Renter shall be charged for any and all janitorial and/or repair fees incurred by the GMRCC as a result.

**F. EQUIPMENT / ACCESSORIES**

1. Renter shall not remove, relocate, or take GMRCC property outside of the Facility for any reason without the prior written approval of the GMRCC Manager or his/her designee.
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2. Renter shall not use GMRCC equipment, tools, or furnishings located in or about the Facility without the prior written approval of the GMRCC Manager or his/her designee.
3. Renter shall not drive motorized vehicles on field or green space.
4. Renter shall secure the approval of GMRCC before using audio/visual systems, public address systems, and live or recorded amplified music.

**G. MISCELLANEOUS**

1. Renter shall comply with all local, provincial, and federal laws and regulations related to the use of the Facility.
2. Renter shall not admit a larger number of individuals than can lawfully, safely, and freely move about the Facility.
3. Gambling of any kind is not permitted at the Facility
4. Smoking is not permitted within any buildings at the Facility. Neither is it allowed freely in outdoor areas except in specially designated smoking areas. The disposal of all byproducts ('butts') shall be restricted to designated receptacles.
5. No animals are permitted at the Facility, with the exception of service dogs.
6. If Renter violates any part of this agreement or reports false information to GMRCC, then GMRCC may refuse Renter further use of the Facility and Renter shall forfeit a portion of or all of the rental fee and/or the deposit.
7. GMRCC may impose additional requirements as deemed necessary to protect the health, safety, and/or welfare of the public.
8. If any provision of this agreement is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

IMPORTANT – READ  
BEFORE SIGNING

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I am an authorized agent of the organization submitting this agreement. The information provided in this agreement is true and correct. I have read and understand this agreement and agree to all of the aforementioned rules, regulations, and conditions of use.

Signature \_\_\_\_\_

Print name \_\_\_\_\_

Organization \_\_\_\_\_

Address \_\_\_\_\_

Telephone: Home \_\_\_\_\_ Work \_\_\_\_\_

### GMRCC USE ONLY

Rental fee \_\_\_\_\_ Deposit \_\_\_\_\_ Total paid \_\_\_\_\_

*Approved* \_\_\_\_\_

*Disapproved* \_\_\_\_\_

*Date* \_\_\_\_\_

*By* \_\_\_\_\_

Deposit returned \_\_\_\_\_

\_\_\_\_\_

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