



Members Function Room Rental Agreement

This Agreement serves as a contract, including all terms and conditions listed within, between the CLIENT and the Chaparral Residents Association Ltd., operated as the Lake Chaparral Residents Association or "LCRA".

|  |   | Rental Option Selected             | Cost                            |  |
|--|---|------------------------------------|---------------------------------|--|
|  | Х | Hourly/Daily Function Room Booking | \$40/hour; \$400/day (plus GST) |  |

| Client & Booking Details  |  |                         |  |
|---------------------------|--|-------------------------|--|
| Current Date              |  | Date of Rental          |  |
| Rental Start Time         |  | Rental End Time         |  |
| Event/Booking Name        |  |                         |  |
| Client Full Name          |  |                         |  |
| Client Address            |  |                         |  |
| Client Contact #          |  | Alternate Contact #     |  |
| Email Address             |  |                         |  |
| # of Guests (60 max)      |  | External Suppliers? Y/N |  |
| # of Tables               |  | # of Chairs             |  |
| Client Insurance Provider |  |                         |  |
| Policy Number             |  | Policy Expiry Date      |  |

| Total Cost & Payment Details |             |  |  |
|------------------------------|-------------|--|--|
| Rental Fee                   |             |  |  |
| Discounts or Additions       |             |  |  |
|                              |             |  |  |
|                              |             |  |  |
|                              |             |  |  |
| Payment Method               | Receipt No. |  |  |

| Deposit Details |          |                |  |            |  |
|-----------------|----------|----------------|--|------------|--|
| Deposit Amount  | \$400.00 | Payment Method |  | Paid? (Y/N |  |





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#### **Terms & Conditions**

The term "CLIENT" refers to the client listed in this Agreement (must be 18 years of age or older).

Select LCRA rental areas are available for booking to both LCRA members and non-members in good standing (no outstanding fees or previous infractions of the LCRA Code of Conduct or Facility Rental Terms & Conditions).

To secure a booking, the following conditions must be met:

- 1. A completed Agreement, including sign-off and acceptance of all Terms & Conditions.
- 2. Payment of the deposit, in full, via cash or cheque (cheque preferred).
- 3. Payment of all fees and costs at the time of booking.

Temporary bookings or holds are not accepted unless under direct approval from LCRA management. Bookings are on a first-come, first-served basis; payment and bookings will not be accepted over the phone.

The client must submit a guest list, including all anticipated guests and external vendors/suppliers, to the LCRA Office (either in-person or via email) no less than 24 hours prior to the booking start time. The maximum capacity for Function Room bookings is 60 people, including the client.

### **Cancellation Policy**

Cancellations under 45 days will receive NO REFUNDS, unless specified under Additional Notes/Arrangements (must be approved by LCRA management). This includes both the deposit and/or any payments that have been made up until the point of cancellation.

Cancellations with at least 45 days of notice may be entitled to a refund. Emergency circumstances resulting in cancellation must be reviewed by LCRA management for approval.

Any changes to existing contracts under 45 days of notice are considered a cancellation and are subject to the Cancellation Policy.

### **Facility & Renter Restrictions**

The client is responsible for all communication and correspondence with the LCRA, prior to, and during the booking. The client, or an assigned designate (must be communicated to the LCRA), MUST REMAIN ON-SITE, within the booking space, for the complete duration of the event.

The client is responsible for ensuring all guests and attendees are aware of all items listed in the Terms & Conditions of this Agreement, as well as all LCRA rules and regulations.

The client assumes full responsibility for any loss, accidents, or injuries that occur to themselves, or any of their guests/booking attendees as a result of access to, or usage of, LCRA property, facilities, or amenities. All park amenities and activities are unsupervised; usage of any LCRA property, facilities, or amenities is done so AT YOUR OWN RISK. We recommend all clients maintain an active private or business insurance policy.

# Lake Chaparral Residents Association Ltd.



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Access to the lake, grounds, and additional amenities are NOT PERMITTED for non-member clients as part of the booking. Violation of this condition is considered trespassing and may result in immediate cancellation of the booking and removal of all guests from the premises. No refunds will be provided.

For LCRA members, access to the lake, grounds, and additional amenities is included in your membership. If there are non-members attending the booking, an LCRA member MUST accompany any non-members outside of the rental space at a ratio of 1:6 (members to non-members) in compliance with the LCRA Guest Policy.

Non-members found unaccompanied on the premises will be removed from the property, and the booking may be cancelled immediately. <u>No refunds will be provided.</u>

#### Setup & Teardown

Setup, teardown, and clean-up must be completed by the client within the timeframe of the booking. Usage of the rental space past the designated booking times will result in an immediate charge of \$50, plus an additional \$50 for every 30 minutes past booking time.

The client must meet with a member of LCRA staff up to 15 minutes prior to the booking start time to perform a walk-through of the space prior to setup, in which the condition of the space is assessed and documented. The client must sign off on the pre-booking checklist and all pre-existing conditions listed therein.

The client assumes responsibility for cleaning of the booking space (all garbage and recycling disposed properly, floors swept/cleared of debris, spills cleaned). At the conclusion of the booking, the client must meet with a member of LCRA staff to perform another walk-through of the space, assessing current conditions and damage.

If the space is determined by the LCRA staff member to be in an unsatisfactory condition, pictures will be taken for review by LCRA management. Any additional fees or penalties will result in holding of the full deposit until the penalty amount, determined by LCRA management, is paid, in full.

#### Storage

Unless approved by management, or included in your rental option, the LCRA does not permit storage of any items anywhere on the premises outside of the timeframe of the booking.

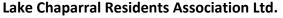
The LCRA assumes no responsibility or liability for the storage of client or program items, damage to items or storage units, theft, or missing items. The client assumes full risk and responsibility with storage of items on-site.

#### **Prohibited Items**

Only masking tape or sticky-tac is permitted for securing items to the walls. Usage of any other adhesive or piercing object, including (but not limited to) glue, scotch tape, duct tape, tacks, or pins is not permitted.

Consumption of alcohol or drugs is strictly prohibited on all LCRA property. Smoking, vaping, or usage of open flame, including candles, lighters, or sparklers, is strictly prohibited – all candles must be flameless.

Usage of confetti, glitter, streamers, rice, birdseed, lasers, hazers, or fog machines is strictly prohibited on all LCRA property. Bounce-houses or inflatables are not permitted in any LCRA rental space.





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Usage or consumption of any of the above listed items will result in withholding of the deposit until the penalty amount, determined by LCRA management, is paid in full. The LCRA reserves the right to cancel any event, at any time, including removal of all attendees from the premises, if these conditions are not followed.

### Audio/Visual, Music, & Internet Usage

The client is responsible for providing and operating any audio/visual equipment. The LCRA does not provide any equipment available for use. Usage of the LCRA in-house speaker system is not permitted.

City of Calgary Noise Bylaw 5M2004 comes into effect between 10:00pm-7:00am (Monday to Saturday) and 10:00pm – 9:00pm on Sunday/holidays. Any noise or bylaw infractions/fines will be charged back to the client.

Usage of the LCRA internet services and networks is strictly prohibited unless under LCRA Management approval. Users are prohibited from using the LCRA internet services and networks for unauthorized access to local and remote computer systems, software piracy, downloading of malicious, unsecure, or potentially harmful files, access to malicious, unsecure, or potentially harmful websites, illegal activities, the transmission of threatening, obscene, or harassing materials, or personal solicitations.

### **Marketing & Promotions**

The LCRA does not provide marketing, advertisement, social media, or any form of promotion for bookings unless under LCRA Management approval or as listed in Additional Notes/Arrangements.

## **Extended Hours & Security**

The regular hours of the LCRA are 9:00am – 10:00pm, 7 days a week; these operating hours are reduced seasonally during the fall/spring to 9:00am – 8:00pm, 7 days a week. For bookings requiring extended hours (maximum time until 12:00am/midnight), a staffing charge of \$50/hour will be applied.

A minimum of 3 weeks of notice, provided to LCRA management, is required to book extended hours to allow adequate time to arrange coverage and/or security. All bookings are subject to LCRA management approval.

The LCRA reserves the right to determine the security requirements for any bookings; all security costs are to be assumed by the client at a minimum charge of \$200 dollars (4-hour minimum required for external security).

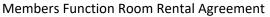
## **Payment & Deposit**

A deposit, the total of which is listed under Total Cost & Payment Details or under Additional Notes/Arrangements, must be paid in full to secure the booking. Payments can be made via cheque or cash (cheque preferable), made payable to the Chaparral Residents Association Ltd. Deposits can be mailed or provided in-person to the LCRA.

Bookings cancelled within 45 days are subject to the Cancellation Policy, which includes potential retention of the deposit and any amount(s) that have been paid up until that point.

Payment of the total booking fee, plus any listed additional costs, must be made no later than five (5) business days following the completion of the listed Rental End Date. Any accounts not paid for in full by this deadline may be subject to interest charges and may be sent to a collection agency.

# Lake Chaparral Residents Association Ltd.





# **LCRA Rights**

The LCRA reserves the right to:

- Cancel any booking immediately and refuse a refund of any hours remaining on the booking due to non-compliance or infractions of the Terms & Conditions in this Agreement.
- Cancel any booking immediately if found that the booking is being used for any other purpose other than what was originally listed and agreed upon in this Agreement.
- Cancel any booking immediately, or remove specific attendees from the premises, if any abuse or harassment is experienced by LCRA staff, members, suppliers, or guests.

Additional Notes/Arrangements (if applicable)

Refuse any booking request.

| By signing below, you are ackno and effects contained within this  |                            |                                 |  |
|--|----------------------------|---------------------------------|--|
| You are also acknowledging com<br>not liable for any loss, damage, a<br>access to the Chaparral Resident | injury, or emergency serv  | ices resulting from, or in conr |  |
| If you don't understand the effec  | ct of this document, you s | hould contact your lawyer.      |  |
| Client Signature:  |                            | Current Date: _                 |  |
| LCRA Management Name:  |                            |                                 |  |
| LCRA Management Signature:   |                            | Current Date: _                 |  |