



COMMUNITY SPACE RENTAL AGREEMENT

Circle Appropriate Venue: COMMUNITY SPACE COMMUNITY SPACE & KITCHEN

This contract for the short-term rental of the _____ Facility (hereinafter "the facility") is between:

The Ladysmith Resources Centre Association
630 2nd Ave, Ladysmith BC
(hereinafter "Landlord")

And

Name of Renter: _____ Telephone Number: _____

Address: _____ Prov: _____ Postal Code: _____

Email: _____

(hereinafter "Renter")

Booking Date: _____

Date Received: _____

Nature of Event: _____

Event Date(s): _____ Event Time(s): _____ Number of Attendees: _____

Whereas, the Renter desires to temporarily rent, occupy, and make use of the Landlord's facility, located on the first floor at 314 Buller Street, Ladysmith, BC.

And Whereas, the Landlord agrees to such rental, use and occupation, of the described facility upon the payment of the appropriate fee and upon the following covenants;

Now, therefore, the parties agree to the following terms and conditions:

1) FEES

The Renter shall provide to the Landlord the fees ("rental fee") calculated below, no later than 15 days before the event date, failing which, the rental may be cancelled at the Landlord's option.

The Renter may cancel this contract anytime up to (15 days before event date) without penalty. If the cancellation occurs within 15 days of the event date, the Landlord is entitled to keep 100% of the rental fee. Fees are to be paid by Cash, Cheque or E-Transfer.

Kitchen + Community Rental: \$65.00/hour

Community Room only rental: \$25.00/hour

Damage Deposit: Community Space only \$50, Community Space and Kitchen \$75.

Damage Deposit Paid: _____ Total Hours Booked: _____ Rental Fee: _____ Method of Payment: _____



2) DAMAGE DEPOSIT:

The Renter shall provide to the Landlord the damage deposit no later than 15 days before the scheduled event date. The Damage Deposit shall be held by the Landlord until a post event inspection occurs (attended by the Landlord and the Renter) (at which time the Renter is responsible to return all keys/fobs etc. within the Renter's possession).

3) INSURANCE:

The Renter must furnish a Certificate of Insurance naming Ladysmith Resources Centre Association as an Additional Insured on a General Liability Insurance Policy. The insurance policy shall provide a limit of liability equal to or more than \$2,000,000 per occurrence and shall contain the following clauses:

- Products and Completed Operations coverage
- No injury to participant exclusion
- No liquor liability exclusion (Applicable if liquor is served at the event)

The insurance must be from a duly licensed insurance company authorized to do business in Canada.

Private event insurance suggestions such as:

- 1) DUUO [Event Liability Insurance For Hosts | Event Liability Policy | Duuo](#)
- 2) Event [EventPolicy | Sports & Special Event Insurance Host Liquor Liability Insurance Special Occasion Insurance](#)
- 3) Insurance BC [Affordable Event Insurance BC | InsureBC](#)
- 4) Westland [Event insurance - protect your next big event | Westland Insurance](#)
- 5) You can also ask your current business or home insurance policy if they provide coverage.

4) RESPONSIBILITIES OF THE RENTER:

- a. The Renter is responsible for leaving the facility in the same condition it was prior to the rental occurring. The Renter agrees to complete a pre and post inspection of the facility to detail its condition and remains responsible for any damages or repairs deemed necessary by the Landlord to return the facility to its pre-rental condition. In the event the Landlord deems that there are damages or repairs necessary to return the facility to its pre-rental condition the Landlord shall use the Damage Deposit to affect such repairs.
- b. The Renter agrees that this rental applies only to the facility (Community Room or Kitchen) identified on this contract, along with the use of the 1st floor bathrooms. The renter does not have the right to use or occupy any other space at 314 Buller St. Ladysmith.
- c. The Renter remains responsible for the conduct of his/her guests/users of the facility during the rental. This includes noise or nuisance at the facility. The renter is aware that this facility is housed within a multi-unit complex filled with tenants.
- d. The Renter agrees not to undertake (or allow any guests/users) to undertake any illegal activities during the course of the rental.
- e. The Renter agrees to abide by all provincial and municipal requirements governing such facility rentals; including any necessary permits or licenses, for any event held. *Approval of the landlord is necessary before a liquor license may be applied for. Similarly, the renter must request the Landlord's approval before booking any band or musical entertainment for the facility.



- f. The Renter agrees to abide by all posted building rules.
*effects Kitchen renters – please see posted kitchen rules.

5) INDEMNIFICATION:

The Renter shall indemnify and hold harmless Ladysmith Resources Centre Association, its officials, employees and volunteers, from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the use of the building/premises, sustained by any person or persons, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property caused by the tortuous act or negligent act or omission of Renter, its employees, agents, guests, volunteers or subcontractors.

I/WE HEREBY AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

1. All attendees will abide by the No Smoking Bylaw No. 1148, 2019.
2. Nothing is to be nailed, stapled, or glued to the walls or ceiling.
3. All tables and chairs are to be stacked and placed back where they were found after use.
4. The Community Space is to be swept and left clean and neat after use.
5. No equipment of any type is to be left or stored in the kitchen or any other part of the Community Space following rental.
6. Kitchen is to be kept clean, counters and tables to be sanitized (solution provided).
7. No cutlery, dishes or any other equipment to be stored in the kitchen cupboards/fridge following the rental.
8. Turn off all lights (including washrooms and kitchen).
9. Outside areas must be kept clean and free of garbage and/or debris.
10. Close and lock all doors and windows following rental.
11. Return key to the Ladysmith Resources Centre Association.
12. Quiet Hours in Heart on the Hill are between 11:00 P.M. and 7:00 A.M.
13. The Landlord will be provided with a copy of the required liability insurance on day of key sign out.
14. The Renter agrees to abide by the requirements and conditions imposed by the BC Liquor Control and Licensing Branch including, but not limited to, the Special Occasion License and the Serve-It Right rectification, when providing any bar service.
15. Provide Landlord with copy of any special licenses.
16. The consumption of alcohol is permitted only within the Community Space premises and with appropriate permit(s) posted in a visible area where the alcohol is being served.
17. Attendees will not park any vehicle or trailer on the grass area surrounding Heart on the Hill Community Space.
18. The Renter will be responsible for any damage to landscaping and/or irrigation caused by attendees, resulting in loss of the authorized damage deposit.
19. Renter will not have food trucks at Heart on the Hill Community Space.

Renter's Signature

Date: _____

Landlord's (LRCA) Authorized Signatory

Date: _____