



# FACILITY RENTAL AGREEMENT

4528 - 51 Street, PO Box 270  
Millet, AB T0C 1Z0  
780-387-4554

## THE "AGREEMENT"

The Town of Millet  
(the "Owner")

**BETWEEN:**

and

\_\_\_\_\_

(the "Renter")

**1. Schedules**

The following schedules form part of the Agreement:

- a) Schedule "A" – Rental Area
- b) Schedule "B" – Additional Terms
- c) Schedule "C" – Rental Checklist
- d) Schedule "D" – Host Liquor Liability Insurance (if alcohol is to be served or consumed)

The Renter, by its initials on each page of the Agreement confirms they have reviewed the Agreement in full and understands its contents and legal implications.

**2. Rental Area**

The premises rented under this Agreement shall consist of a portion of the following facility:

Facility name: Millet Civic Centre

Address: 4528 – 51 Street, Millet, AB

Legal description: part of Lot 2CSR Block 11 Plan 192 1473

The "Facility", such portion being that portion of the Facility shown or described within Schedule "A" attached hereto, the "Rental Area". The Renter and its invitees shall be entitled to non-exclusive access to and/or through those common areas forming part of the Facility which are designated from time to time by the Owner for shared and/or common use.

**3. Grant**

The Owner has agreed to rent to the Renter, and the Renter has agreed to rent from the Owner the Rental Area subject to the terms, covenants, and conditions contained in the Agreement.

**4. Permitted Use**

The Rental Area may be used for the following purposes only, the "Function":

\_\_\_\_\_

**5. Host Liquor Liability Insurance**

The Renter confirms, by its initials, that:

\_\_\_\_\_ Alcohol **WILL** be served or consumed at the Function; or

\_\_\_\_\_ Alcohol **WILL NOT** be served or consumed at the Function.

The Renter covenants and agrees that, should alcohol be served or consumed at the Function, then the terms and conditions contained in Schedule "D" will apply to the Rental.

Notwithstanding the foregoing, as well as the Owner's consent to the service of alcohol by executing this Agreement, the Owner may revoke its consent at any time if appropriate liquor service license is not provided by the Renter, the Renter has not complied with Schedule "D", or the Owner reasonably believes that there is risk to persons or property.

*Renter's Initials* \_\_\_\_\_



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- 6. Rental Checklist Form** The Renter will complete the Rental Checklist Form as attached as Schedule "C" on the start date or prior to renting the Rental Area.
- 7. Term** The term of the Agreement will be from the \_\_\_\_\_ day of \_\_\_\_\_ (month), 20\_\_\_\_ (the "Start Date") to the \_\_\_\_\_ day of \_\_\_\_\_ (month), 20\_\_\_\_ (the "Term"). Two (2) hour minimum booking applicable to the Community Hall.
- 8. Payment** The Renter shall pay all the applicable fees and deposits for the Term as set out in Town of Millet Bylaw 2023-10 (the "Fees"), payable as per Schedule "B" Rental Deposit & Payment Schedule upon execution of this Agreement, without any deduction or abatement. The Renter shall pay all applicable GST and other taxes or assessments regarding the rent of the Rental Area.
- 9. Special Terms** In addition to all of the terms, covenants, and conditions contained in this Agreement, the Owner and the Renter agree to the following additional terms, covenants and conditions:  


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Ensure housekeeping requirements are met as per Schedule "B"

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**10. Notice** Any notice to be given by the Renter to the Owner shall be in writing and delivered to the Owners' designated representative. Any notice to be given by the Owner to the Renter may be verbal or in writing.

**11. Signatures** The Agreement is Granted by:

\_\_\_\_\_  
 Printed Name  
 Town of Millet Representative

\_\_\_\_\_  
 Signature  
 Town of Millet Representative

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Printed Name  
 Witness for Town

\_\_\_\_\_  
 Signature  
 Witness for Town

\_\_\_\_\_  
 Date

The Agreement is Accepted by:

\_\_\_\_\_  
 Printed Name  
 Renter

\_\_\_\_\_  
 Signature  
 Renter

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Printed Name  
 Witness for Renter

\_\_\_\_\_  
 Signature  
 Witness for Renter

\_\_\_\_\_  
 Date

*Renter's Initials* \_\_\_\_\_



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## Schedule A - Town of Millet Civic Centre

- ✓ The **Community Hall** is the re-purposed “Old School” gymnasium located at the Millet Civic Centre. This is a wheel chair accessible multi-purpose hall, suitable for athletic activities, parties, and other general gatherings. Features include a gymnasium, some sports equipment, stage, audio equipment, full non-commercial kitchen, rectangular tables, and padded chairs.
  
- ✓ The **Centre Boardroom**, located within the Millet Civic Centre, is a wheel chair accessible room suitable for small meetings that do not require presentation capabilities. This room features a conference table, seven (7) padded chairs, a small sink and is banked by built in countertops. This venue is only available Monday to Friday 8:30am to 4pm.

Contact Name:	
Group Name:	
Email Address:	
Phone Number:	
Mailing Address:	

Community Hall	Dates and Times Requested	Maximum Occupancy 149	
Community Hall Weekday – All Day		Renter is required to circle the above number and initial as per clause 3 of Legal Responsibilities Schedule “B”	Renter Initials
Community Hall Weekend – All Day			
Community Hall Weekday - Hourly			
Community Hall Weekend - Hourly			

Centre Boardroom	Dates and Times Requested	Maximum Occupancy 7	
Centre Boardroom All Day		Renter is required to circle the above number and initial as per clause 3 of Legal Responsibilities Schedule “B”	Renter Initials
Centre Boardroom Hourly			

Deposit Type	Select all that apply:
Damage Deposit Community Hall	<input type="checkbox"/>
Damage Deposit Centre Boardroom	<input type="checkbox"/>

*Renter's Initials* \_\_\_\_\_



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## Schedule B – Additional Terms Town of Millet Civic Centre

### General

1. Renters are welcome to inspect the facility prior to their function and advise the Town Office of any unsatisfactory conditions pertaining to the cleanliness or damaged items.
2. All persons using a Town rental facility must have completed and signed a Facility Rental Agreement Form. The terms and conditions applicable to the rental of any Town owned rental facility shall be described herein.
3. An additional rental fee may be charged to any person(s) or organizations whose function carries on beyond the set time in the agreement or as permitted in any facility as per Town of Millet Bylaw 2023-10.
4. Renters are required to complete and sign a Rental Checklist as per Schedule "C".
5. No camping is permitted in the Agriplex parking lot. Contact Millet Lions for information on their campground located immediately adjacent to the Agriplex.
6. If there are any problems with the facility during office hours contact the Town of Millet Designate at 780-387-4554. After office hours contact Yellowhead Regional Emergency Communications at 780-387-4224 and they will direct your call.
7. Smoking is prohibited in all Town buildings.

### Rental Deposit and Payment Schedule

1. Deposits: The damage deposit must be received within 14 days of the initial booking to secure the date. Dates not secured with a deposit within the 14-day period are removed from the booking calendar.
2. The rental must be paid in full not less than 14 days prior to the event unless prior arrangements have been made with the Town of Millet Designate. The renter will not be allowed in the premise until rent has been paid.
3. In the event of damage, negligence in cleaning, or missing items the funds required to repair, replace, or clean the area in question, will be deducted from the damage deposit before return. If a full damage deposit is not returned, a written explanation of deductions will be presented to you.
4. The Renter agrees to pay to the Town as rent for the use of the premises, the amount pursuant to the Town of Millet Facility Rental Agreement. All payments shall be made payable to the Town of Millet.

### Keys

1. A code for the keyless entry system will be assigned to the Renter prior to the event. Renters must adhere to the requirements stated in the Key Release Agreement Policy. After hour calls related to the keyless entry system may result in a **\$150.00 call out charge** to the Renter.

### Legal Responsibilities

1. In the event that the function is to serve liquor, it is the responsibility of the Renter, at their sole cost to:
  - a) Obtain an appropriate liquor permit/license. Failure to comply with the Provincial Liquor Laws may result in the loss of the right for the Renter to use the facility in the future.
  - b) Obtain Host Liquor Liability Insurance (PAL Insurance) of not less than \$2,000,000 dollars and forward a Certificate of Insurance evidencing such coverage to the Town of Millet one (1) week prior to the function. The Renter agrees that the insurance policy referred to herein will:
    - i. **name the Town of Millet as an additionally named insured** on said policy as their interest may appear, and
    - ii. contain a severability of interest clause and/or a cross liability clause.

It is agreed by the Renter that they shall sign and provide to the Owner at the time of execution of the Agreement, an Acknowledgement and Waiver, in the form attached hereto as Schedule "D".

2. The Renter will, at all times, indemnify and save harmless the Owner, and its Directors, its Councillors, its 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 by or against the Owner, and its Directors, its Councillors, its Officers and Agents, by reason of, or arising out of, or in any way related to the facility by the Renter, its agents, employees, invitees or contractors except where the action, claim, demand, costs or expense was caused by intentional acts or gross negligence of the Owner.
3. Renter Warranty: The Fire Code Regulations prescribe a maximum occupancy that limits the number of persons allowed on the premises during a function. The specific limit applicable to each rental facility is stated under the 'Maximum Occupancy' column in Schedule "A". Renters are required to both a) circle the Maximum Occupancy limit applicable to the Facility they are renting, and b) initial in the space provided to indicate that they are FULLY aware of the maximum occupancy number applicable to their function. The Renter specifically agrees and warrants that this maximum occupancy limit will NOT be exceeded at any time and that, if this condition is breached, they will be held fully responsible and accountable for all legal and other consequences of their breach.

### Housekeeping Requirements

1. Any kitchen utensils or supplies required beyond those currently supplied at the facility are the responsibility of the Renters.
2. Removal of any equipment from any facility is prohibited.
3. Set up and tear down is the responsibility of the renter.
  - a) Tables and chairs are to be wiped down before tear down.
  - b) Tables must be put away and chairs re-stacked (chairs stacked no higher than 10).
4. Cleaning of the facility and kitchen facilities (if applicable) must be done immediately after the function unless special arrangements have been made with the Town of Millet Designate (i.e. morning after an event).
  - a) Kitchen dishes are to be washed, sanitized and returned to cupboards.
  - b) Floors must be cleaned with the dry mop and spot spills mopped up (ensure that dry brooms are NOT put through wet areas).
  - c) All garbage is to be emptied and removed to the outdoor garbage container.
  - d) Oven and stove must be cleaned, if used.
  - e) Flush toilets prior to leaving.
  - f) Use ONLY approved cleaning supplies, no outside cleaning products are to be used.
5. **THE FACILITY IS TO BE LEFT IN THE BEST POSSIBLE CONDITION FOR THE NEXT GROUP USE. DEFICIENCIES NOTED IN POST EVENT INSPECTIONS MAY RESULT IN A LOSS OF THE DEPOSIT.**



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**Schedule C – Rental Checklist**

**The following items have been explained to the Renter and have been initialed by the Renter:**

\_\_\_\_\_ Audio/visual presentation system (if applicable) (including microphone, HDMI cable)

\_\_\_\_\_ Location of cooler switches (if applicable)

\_\_\_\_\_ Air conditioning/heating system (if applicable)

\_\_\_\_\_ Contact information in case of emergency

\_\_\_\_\_ Building opening and lock up and additional call out charge reviewed

\_\_\_\_\_ Applicable permits/insurance obtained (if required)

\_\_\_\_\_  
Renter (print name)

\_\_\_\_\_  
Renter Signature

*Renter's Initials* \_\_\_\_\_



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## Schedule D – Host Liquor Liability Insurance

### Acknowledgement and Waiver

Renters, as defined in the Agreement dated \_\_\_\_\_, 20\_\_\_\_, herein acknowledge that it is their sole responsibility for obtaining all necessary liquor permits, required licenses and Host Liquor Liability Insurance for the function, as defined in the Agreement.

It is understood by the Renters, their agents, employees, invitees or contractors that no alcoholic beverages will be consumed on the premises or the surrounding grounds of the Owner, without first obtaining the prior written consent of the Owner.

If the Owner has provided consent to the Renter, their agents, employees, invitees or contractors for alcoholic beverages of any kind to be consumed on the premises or on the premises grounds, the Renter acknowledges that it will purchase from a licensed insurance agent or broker a Host Liquor Liability Insurance Policy in an amount not less than \$2,000,000.00, and shall name, as an additional insured, THE TOWN OF MILLET under such policy. The Renter agrees to provide to the Owner, or its representative, a Certificate of Insurance evidencing the coverage within one (1) week prior to the function, as defined in the Agreement.

It is further agreed that at all times the Renter shall, without limitation, indemnify and save harmless THE TOWN OF MILLET, its councillors, officers, employees, volunteers and all other representatives from and against all liability, claims, actions, losses, costs or damages arising out of actions or omissions of the Renter.

This Waiver/Acknowledgement shall survive the termination and/or expiration of the within Rental Agreement between the Owner and the Renter.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_, Alberta

\_\_\_\_\_  
Town of Millet Authorized Rep. (print name)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Renter (print name)

\_\_\_\_\_  
Signature

*Renter's Initials* \_\_\_\_\_