



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 schedule 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 Agriplex

Address: 5400 – 45 Avenue, Millet, AB

Legal description: part of Lot 1 Plan 862 0442

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"). Four (4) hour minimum booking applies for the Banquet Room.
- 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:

Ensure housekeeping requirements are met as per Schedule "B"

- 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

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Schedule A - Town of Millet Agriplex Banquet Room and/or Hugo Witt Meeting Room

- ✓ The **Banquet Room** occupies the second floor of the Millet Agriplex which is made fully accessible by elevator. The facility includes a full commercial kitchen, bar, stage, audio-visual equipment, padded chairs and both round and rectangular tables.
- ✓ The **Hugo Witt Meeting Room** is located on the main floor of the Millet Agriplex. This meeting room features a kitchen sink, fridge, and TV with presentation capabilities.

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

Banquet Room	Dates and Times Requested	Maximum Occupancy 384 (Room Area = 414 m ²)	
Banquet Room Full Rental		Renter is required to circle the above number and initial as per clause 3 of Legal Responsibilities Schedule "B"	Renter Initials
Banquet Room Full Rental for Funeral			
Banquet Room Kitchen Only Hourly			
Banquet Room No Kitchen Hourly Rate			

Hugo Witt	Dates and Times Requested	Maximum Occupancy 60 (Room Area = 104 m ²)	
Hugo Witt Daily Rate		Renter is required to circle the above number and initial as per clause 3 of Legal Responsibilities Schedule "B"	Renter Initials
Hugo Witt Hourly Rate			

Deposit Type	Select all that apply:
Damage Deposit Full Rental/ Funeral/Banquet Hall Only	<input type="checkbox"/>
Damage Deposit Banquet Hall Kitchen Only	<input type="checkbox"/>
Damage Deposit Hugo Witt Room	<input type="checkbox"/>
Key Deposit	<input type="checkbox"/>
Corkage Fee (User supplies bartender & mix)	<input type="checkbox"/>

Renter's Initials _____



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Schedule B – Additional Terms Banquet Room / Hugo Witt Meeting Room

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 Schedule "A".
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. Keys to the facility must be signed out, adhering to the procedures as stated in the Key Release Agreement Policy, and picked up at the Town Administration Office on the last business day prior to the function, and returned on the agreed upon date, unless special arrangements have been made with the Town of Millet Designate. Renter understands that if the key is not picked up prior to their event there is a **\$150.00 call out charge**. Keys must be picked up before 4:00pm Monday – Friday at the Town Administration Office located at 4528 - 51 Street.

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 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, stove and griddle must be cleaned, if used.
 - e) Bar must be cleaned, and jiggers washed, if used.
 - f) Flush toilets prior to leaving.
 - g) 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, includes 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

_____ Elevator key (Banquet Room only)

_____ Customer instructed where to pick up keys 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 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 Representative (print name)

Signature

Renter (print name)

Signature

Renter's Initials _____