



卡城中華文化中心 Calgary Chinese Cultural Centre

Facility Rental Leasing Agreement

This Agreement is made in duplicate this ____ day of _____, between The Calgary Chinese Cultural Centre "the Centre" or "the Lessor" and _____ "the Lessee".

Terms and conditions:

- 1) The Lessee shall abide by the rules and regulations of the Centre and shall not do anything to create annoyance or nuisance to the Centre or any other parties. In the event that the Lessee breaches this provision or is not complying with the Liquor Control Act, the regulations under the act, as well as the policies of the Alberta Gaming and Liquor Commission and/or the Calgary Police Department, the Centre reserves the right to stop the event immediately and to terminate this agreement without any obligation to refund the rent or any portion thereof; or be held liable for any actual or potential loss or damage to the Lessee.
- 2) A 15% discount will be given to a legitimate non-profit organisation for the hall rental only, any other items other than the hall will be charged at full rental rate.
- 3) Upon paying the deposit, if the Lessee has decided to cancel the booking for whatever reason, the Lessee must inform the Centre in writing at least 30 days before the event date. The deposit will be refunded less \$25 administration fee and the Lessee will not be held liable for the remaining balance of the rent. Otherwise, the deposit will be forfeited and the Lessee will be liable for the remaining balance of the rent.
- 4) Should the premises become unavailable for any reason beyond the control of the Centre, the Centre shall notify the Lessee as soon as possible and the Centre shall have the right to cancel the agreement. Any money paid pursuant to this agreement will then be refunded to the Lessee without further obligation.
- 5) Any security deposit paid by the Lessee shall be held by the Centre as security/damage deposit without bearing any interest. The Centre may use and apply the security deposit to indemnify and reimburse the Centre to the extent available for the cost of repairing any damaged or loss caused by the user or its guests to the Centre. In addition, a handling fee of not less than \$100 will be applied to any damages claimed.
- 6) The Lessee shall be responsible for and shall promptly pay to the Centre upon demand any damage to the Centre including but not limited to repairing plugged toilets, sink and drain; replacing windows, doors, light fixtures, screens, fuses, light bulbs or fluorescent tubes, resulting directly or indirectly from either damaged, broken, removed or destroyed during the term thereof.
- 7) The Centre shall not be held liable by the Lessee, or subsidiary party of the Lessor, for any property damage, theft and/or personal injury incurred while using the Centre's facilities and equipment.
- 8) The Lessee shall at all times during the term hereof keep clean and in good conditions of all fittings, fixtures, appliances and furniture to the extent necessary to restore them to the conditions in which it was received.
- 9) The security deposit shall be returned (by mail, unless stated otherwise) in total to the Lessee upon a satisfactory inspection of the facilities and equipment by the Centre within 14 to 21 days after the event date.
- 10) Full payment for the rental of the premises must be paid 7 days in advance before the event date. Otherwise, the Centre will not guarantee the booking is still available.

- 11) Only cash, debit / credit card (AE, MasterCard & VISA), and bank draft are accepted for payments.
- 12) The Centre reserves the right to refuse any rental application without any reasons whatsoever.
- 13) The Centre has been designated as a non-smoking facility as per Calgary Bylaw 57M92. It is the Lessee's responsibility to comply with this; any deference from this will result in a deduction of the security deposit.
- 14) Floor layout plan and program rundown together with the sound and lighting requirements should be submitted at least one week before event date.
- 15) Absolutely no gel candles, confetti, rice, table sequins, sparkles, rose petals, etc. are to be used on premises. When decorating, please use only masking tapes. The Lessee must supply decorating equipment. All decorations must be removed immediately following the rental.
- 16) The Centre reserves the right to take photographs of the space prior to any function. All photographs will be used strictly for promotional purposes and are the property of the Centre.
- 17) All regular rentals are from 3:00pm the day of the function until 11:00pm. Should the Lessor stay past 11:00pm, an additional overtime charge of \$300.00 per hour or any part of, will be applied.
- 18) The Centre is not equipped to supply linen, china, silverware and/or stemware.
- 19) Obtaining a liquor licence, from the Alberta Gaming and Liquor Control Board is the responsibility of the Lesser. The Centre requires a copy of the permit to be posted during the entirety of the function. The Centre reserves the right to withdraw liquor privileges if the rules and regulations of the liquor licence are not being adhered to. No glass bottled drinks should be allowed on premises at all time.
- 20) The Lessee shall provide the following security to maintain crowd control and any other security requirements during the event (term) at the Lessee's cost.
 - ____ pay duty Police Officers from the Calgary Police Service
 - ____ professional security guards + volunteers running of the event (one security guard for every 50 guests)
- 21) The Lessee shall insure for the events held at the Cultural Centre adequate general public liability insurance with a minimum of \$ 2,000,000.00, which insurance shall include the Lessor as a named insured. The Lessee shall furnish to the Lessor certificates as to such insurance to the satisfaction of the Lessor, 7 days before the event takes place.
- 22) The Lessee shall indemnify and save harmless the Lessor against any and all claims by or on behalf of any person, firm or corporations arising from the conduct of any activities during the term thereof.

We hereby agree to the above-mentioned terms and conditions.

 (The Lessee)

Calgary Chinese Cultural Centre
 (The Centre / The Lessor)

 Authorized Signature
 Name:
 Date:

 Authorized Signature
 Name:
 Date: