

The undersigned has read and, on behalf of the Licensee agrees to be bound by this Permit/ License, its Terms and Conditions and Rental Guidelines contained herein and attached hereto, and hereby warrants and represents that he/she executes this Permit/License on behalf of the Licensee and has sufficient power, authority and capacity to bind the Licensee with his/her signature.

Date: _____ Signature: _____

RENTAL AGREEMENT

The Renter agrees to the following Facility Rental Terms and Conditions:

1. Confirmation/Amendments Policy

1.1. Confirmation:

All booking requests must be signed and returned within 14 days of receiving the contract. If the provided forms are not signed and returned within 14 days, all requested rentals will go back into general sale.

1.2. Amendments & Cancellation:

a.) Casual Bookings (1 to 14 hours per contract):

Amendments and Cancellation requests by the renter, must be received in writing at least 7 days prior to the first booking.

Cancellations made without 7 days' notice are non-refundable.

b.) Contract Bookings (15 or more hours per contract):

Amendments and Cancellation requests by the renter, must be received in writing at least 30 days prior to the booking.

Cancellations made without 30 days' notice are non-refundable.

Rentals are considered confirmed upon receipt of a signed contract and/or payment.

2. Covid-19 Pandemic Special Terms:

The following terms have been implemented to deal specifically with the Covid-19 Pandemic.

a. Refunds Terms: Cancellation requests, arising due to the declaration of state of emergency or the like, will be subject to the following refund policy:

- (1) 25% of total rental contract is non-refundable.
- (2) 50% of total rental contract will be held by SFCRA as a credit on the renters account, only to be used for future bookings at Cardel Rec South
- (3) 25% of total rental contract will be refunded to the renter in the same manner in which it was received

b. Waiver of Liability – Covid 19: The Renter is responsible for maintaining a participant's log, complete with an executed copy of the *SFCRA Covid-19 Participation Waiver*.

c. Facility User's Agreement: The Renter is obligated to sign, and agree to in full, the *SFCRA Facility User's Agreement – Covid 19*.

Initials
Initials

Rental Contracts are not complete without the executed *SFCRA Covid-19 Participation Waiver* forms for all participants (including coaches, manager, trainers, etc) and the *Facility User's Agreement*.

3. Payment Policy:

Full payment must be received no later than 7 days prior to the first booking.

A valid credit card number must be submitted if payment on a monthly basis is preferred.

Please note that Cheques are to be made payable to **South Fish Creek Recreation Association** or **SFCRA**. NSF Cheques may result in \$45.00 NSF fee charge to the client's account.

2.1. Payments can be made:

- a) **In Person** during regular opening hours via our Reception Desk (Credit Card, Debit Card, Cheque or Cash)
- b) **By phone** - Reception desk:403-201-8652 (Credit Card)
- c) **Via your personal Cardel Rec account** - To register or sign in, please visit www.cardelrec.com to access your personal account details and rentals.
- d) **Via Mail to:**
South Fish Creek Recreation Association
#100, 333 Shawville Blvd. SE
Calgary, AB T2Y 4H3
Phone: (403) 201-8652

3. Rental contracts shall not be transferable or saleable in whole or in part.
4. SFCRA reserves the right to adjust/modify scheduled bookings to ensure the achievement of operational efficiencies and/or address maintenance issues. In the event that the contracted space is unavailable, a comparable alternate space will be offered in its place.
5. The Renter agrees that in the event that SFCRA temporarily restricts, removes, or for any reason whatsoever cannot provide the Renter with access to, or use of the space, neither the Renter nor his/her guest shall be entitled to seek any remedy or relief whether by way of damages or otherwise against SFCRA. The SFCRA will reimburse the Renter in full for any time cancelled.
6. The Renter, participants, spectators and guests absolve SFCRA of any and all liability for personal risk, danger, injury or hazards that may occur prior to, during, or after the said rental.
7. SFCRA is not responsible for lost or stolen property. Rental groups are encouraged to ensure all belongings are secure at all times.
8. The Renter assumes all responsibility on behalf of all participants, spectators and guests for physical damages to the facility that arise from or are in any way related to the booking whether occurring prior to, during or after the said rental.
9. The Renter agrees to return the premises to the SFCRA in the same condition in which it was rented. Should damages occur or extra cleaning is required, the Renter agrees to pay repair costs and/or extra cleaning costs at a rate of \$100.00 per hour.
10. No smoking, spit, chew tobacco, sunflower seeds, or gambling will be allowed in the South Fish Creek Complex or on the surrounding property. Alcohol consumption will only be permitted during special events; the Renter is responsible for obtaining the appropriate licensing for this and ensuring it is contained in the specified location. At no time will a liquor license be granted for facilities within the Bishop O'Byrne High School.
11. Access to arena dressing rooms will be available to the Renter starting one half hour (1/2 hour) before and until one half hour (1/2 hour) after the rental time. Access to meeting rooms and gymnasiums will be provided at the commencement of the rental time. Should the rental space be vacant prior to the rental, access will be granted no more than 15 minutes prior to the rentals. There are no dressing rooms or shower facilities attached to the SFC Complex Gymnasiums.
12. The Renter agrees to abide by the SFCRA Rental Guidelines & User Expectations for the specified rental space. The Guidelines can be viewed on our website www.cardelrec.com.
13. Return signed contract to:

South Fish Creek Recreation Association
#100, 333 Shawville Blvd. SE
Calgary, AB T2Y 4H3
Phone: (403) 201-8652

Or via email to info@cardelrec.com or the Rentals Coordinator.