

# Muir Lake Community League & Hall Guidelines, Rules & Regulations

## THEREFORE, THE PARTIES AGREE TO THE FOLLOWING:

#### 1. Hall Use Guidelines and Reservations

HALL rentals are accepted on a first come, first served basis.

- 1.1. Any HALL rental may be superseded by the MLCL Executive priorities.
- 1.2. MLCL has the right to revoke or refuse permission to use the HALL at any time or for any reason.
- 1.3. MLCL will not rent the HALL to anyone under the age of 25 years.
- 1.4. MLCL will not rent the HALL for bachelor/bachelorette parties or after grad parties.
- 1.5. MLCL cannot provide exclusive use of the surrounding premises and playground during the rental.

#### 2. RENTER Responsibilities

- 2.1. The RENTER must abide by the access and vacate times (See section 4.4) or overage charges will apply.
- 2.2. If liquor will be served at the RENTER's function, the RENTER MUST obtain a valid liquor license. A copy
  of this license MUST be provided to the MLCL Rental Coordinator before the rental date. This may be delivered
  via email or in person. Failure to do so will result in termination of the Rental Agreement.
- 2.3. If liquor will be served at the RENTER's function or the use of high risk for injury like a Bouncy Castles or Sports event, the RENTER MUST obtain Host Liquor Liability Insurance, or Special Events Liability Insurance against claims for death, personal injury, and property damage on the premises, in an amount not less than \$5,000,000. (PAL Party Alcohol Liability <a href="https://www.palcanada.com">https://www.palcanada.com</a>). The RENTER MUST list Muir Lake Community League (53424 Hwy 779, Parkland County, Alberta T7Y 0A2) and Parkland County as additionally insured. A copy of this MUST be provided to the MLCL Rental Coordinator before the rental date. This may be delivered via email. Failure to do so will result in termination of the Rental Agreement.
- 2.4. To comply with the Fire Marshall's regulations, the RENTER **MUST NOT** have more than the maximum capacity **(198)** in the HALL at one time. The RENTER will be responsible for any fines incurred should an official inspection occur during the rental.
- 2.5. The RENTER will comply with all safety, fire, health, liquor, and Parkland County regulations. This includes the noise bylaws which state that between 10 pm and 9 am the noise level, including music, should not exceed 55 decibels.
- 2.6. The RENTER will not sublet, assign, or re-rent the HALL or Properties without the written consent of the MLCL Executive.
- 2.7. Inappropriate behavior on the part of the RENTER and/or event participants may result in the cancellation or cessation of the rental event at the discretion of the MLCL Executive, or Hall Rental Coordinator, without refund of all or any rental fees. Inappropriate behavior includes, but is not limited to, the following: The destruction of exits, doorways, stairways, or passageways. Willful destruction of or damage to the MLCL facilities, properties and/or equipment. Perceived danger to the participants, guests, volunteers and/or staff.
- 2.8. The RENTER is responsible for the removal of all equipment and material prior to the completion of rental.
- 2.9. The RENTER shall make ALL attempts to take responsibility for the HALL from the time they enter the
  building until the time they leave. This includes dates used to set up for their function(s) and for the dates used
  to clean up after their function(s). The RENTER MUST ensure that the HALL is left in the same condition in
  which they found it upon the very first date of entry. Failure to do so WILL result in deductions from the
  Damage Deposit paid to the MLCL by the RENTER. A copy of Cleaning Rules and Responsibilities are
  attached to the end of this document.
- 2.10. The RENTER WILL be liable for the actions of any and all individuals attending the function being held at
  the HALL for the duration in which the RENTER occupies the HALL. This includes setting up the HALL for the
  function as well as cleaning up the HALL at the completion of the function. MLCL assumes NO liability
  whatsoever for any and all injuries or damages to persons or their properties in the HALL during this time.
- 2.11. The keys are the responsibility of the person whose name appears on the rental booking. Keys MUST be
  returned to the key lock box. Failure to do so WILL result in deductions from the Damage Deposit paid to the
  MLCL by the RENTER.
- 2.12. ANY ABUSE OF PRIVILEGES WILL RESULT IN THE FORFEITURE OF THE DAMAGE DEPOSIT. ANY ADDITIONAL CHARGES OVER AND ABOVE THE \$500.00 DAMAGE DEPOSIT WILL BE THE RESPONSIBILITY OF THE RENTER.
- 2.13. Fireworks are NOT PERMITTED.

- 2.14. Proper use and care must always be exercised while in the HALL and while utilizing the HALL property.
- 2.15. The renter is responsible for their own paper supplies such as napkins, paper plates, disposable cups, plastic cutlery, etc.
- 2.16. Use of HALL fire extinguishers are strictly prohibited for any non-emergent purposes including, but not limited to, extinguishing fire pit fires. If fire extinguishers are used, any and all costs to refill or replace them will be deducted from the Damage Deposit.
- 2.17. NO Confetti, rice etc. is to be thrown inside or outside of the HALL.
- 2.18. The appliances including the automatic coffee machine shall **NOT** be moved from their original position as this increases the chance of damage or breakage.

# 3. Damage Deposit

- 3.1. Damage Deposit **MUST** be paid at the time of booking.
- 3.2. If there is no damage to the HALL or properties, or any additional charges, the Damage Deposit will be refunded within 10 business days upon the return of HALL keys and a satisfactory inspection of the HALL.
- 3.3. Deductions from the Damage Deposit will be incurred if any damage whatsoever (except for natural forces)
  occurs to MLCL Property including the HALL, equipment and/or contents while the RENTER occupies it. This
  includes dates for setting up for and cleaning up from the RENTER's function.
- 3.4. Deductions will be made from the Damage Deposit **AT COST** for repairs and/or replacement of any damaged property. The remaining balance of the Damage Deposit will be returned as soon as possible upon completion of repairs or replacement.
- 3.5. Deductions from the Damage Deposit will be incurred if, upon inspection by a MLCL representative, the
  MLCL Property including the HALL and equipment is not deemed to be cleaned satisfactorily (Cleaning Rules
  and Responsibilities). Cleaning charges will be deducted from the Damage Deposit at a rate of \$150 per
  hour of required cleaning. Any remaining balance of the Damage Deposit will be returned as soon as possible
  upon completion of cleaning.
- 3.6. Deduction from the Damage Deposit will be incurred if all MLCL keys are not returned at the completion of the rental.
- 3.7. Deductions will be made from the Damage Deposit AT COST for replacement of keys and/ or locks as required.
- 3.8. ANY ADDITIONAL CHARGES OVER AND ABOVE THE \$500.00 DAMAGE DEPOSIT WILL BE THE RESPONSIBILITY OF THE RENTER. Any remaining balance of the Damage Deposit will be returned as soon as possible upon completion of lock replacement.

#### 4. Termination of Agreement

- 4.1. MLCL reserves the right to terminate this agreement if the RENTER is not complying or does not comply
  with the Liquor Control Act, the regulations under said Act, as well as the policies of the Alberta Liquor Control
  board and/or the RCMP.
- 4.2. The RENTER shall be deemed in sole occupation, control, and management of all MLCL premises and shall be liable for any and all loss, damage or personal injury, however occurring in said premises. MLCL shall not be liable for any loss, damage, theft, or personal injury to persons in said building or surrounding properties and the RENTER shall indemnify and hold harmless the MLCL against any such claims and costs related thereto.
- 4.3. In the event that the RENTER must cancel this agreement, money shall be refunded minus an administrative fee of \$25 per rental day booked. If the RENTER must cancel a booking within one month (30 days) of the Rental Date, the MLCL reserves the right to retain the entire damage deposit.
- 4.4. The MLCL agrees to provide the RENTER access to and use of the MLCL and properties pursuant to these Terms of Booking:
  - a. For a weekend rental access is granted by 5:00 pm Friday and RENTER must vacate the HALL and surrounding premises by Sunday at 5:00 pm.
  - b. For daily rentals access is granted by 3:00 pm and the RENTER is to vacate the HALL and surrounding premises by midnight. The exception to this is for Sunday only rentals when the RENTER is to vacate the HALL and premises by 5:00 pm.
  - c. MLCL access for special hourly rentals are to be agreed upon between the RENTER and HALL Rental Coordinator and the RENTER must comply to the Rental Terms and Conditions.

# 5. Overage Fees

 5.1. Weekend rentals: The RENTER agrees to vacate the HALL and HALL grounds, this includes RVs and tents by 5:00 pm on Sunday, unless an alternate time has been agreed upon and noted between the RENTER and HALL Coordinator. Failure to vacate the HALL and HALL grounds by 5:00 pm or at an agreed upon alternate time will result in an overage charge of \$125. The overage charge will be deducted from the RENTER

- Damage Deposit.
- 5.2. **For Daily rental:** The RENTER agrees to vacate the HALL and HALL grounds by midnight or at an agreed upon and noted alternate time between the RENTER and HALL Rental Coordinator. Failure to vacate the Hall and property by the agreed upon time will result in an overage charge of **\$125**. The overage charge will be deducted from the RENTER Damage Deposit.
- a. For Sunday only daily rentals: The RENTER agrees to vacate the HALL and HALL grounds by 5:00 pm or at an agreed upon and noted alternate time between the RENTER and the HALL Rental Coordinator. Failure to vacate the Hall and property by the agreed upon time will result in an overage charge of \$125. The charge will be deducted from the RENTER Damage Deposit.

# 6. Camping

- 6.1. For daily rentals, RV and tent camping is **NOT** permitted unless the following day has been rented.
- 6.2. The RENTER MUST obtain a Fire Permit from Parkland County and submit a copy to the rental
  coordiantor prior to the event. Any and all fire bans must be adhered to. The RENTER must supply AND
  REMOVE firewood.
- 6.3. All fires **MUST** be extinguished prior to leaving the HALL. A Damage Deposit deduction will be charged to remove debris from the fire pit area and to remove firewood left on MLCL Property.
- 6.4. There is one wood burning fire pit, available for use. Individual wood burning pits are **NOT** permitted.
- 6.5. RVs and tents are permitted along the chain-link fence line at the front of the HALL.
- 6.6. Emergency Response Units, should they be required, must always have clear access to the HALL, therefore it is the responsibility of the RENTER to ensure the front and rear HALL entrances/exits are not blocked by RVs or vehicles.
- 6.7. MLCL owned fire extinguishers located in the HALL are **NOT** to be used to extinguish fire pit fires.

## 7. Cleaning Rules and Responsibilities

- 7.1. Deductions from the Damage Deposit will be incurred if, upon inspection by a MLCL representative, the MLCL Property including the HALL and equipment is not deemed to be cleaned satisfactorily. Cleaning charges will be deducted from the Damage Deposit at a rate of \$150 per hour of required cleaning. Any remaining balance of the Damage Deposit will be returned as soon as possible upon completion of cleaning.
- 7.2. ALL DECORATIONS MUST be removed from walls and doorways and disposed of properly. The RENTER
  shall not attach or hang any materials or items from the ceiling and floors. Duct tape, tacks, nails and/or
  staples are not permitted. Hooks are provided for decorating use. Painter's tape is acceptable.
- 7.3. **NO Confetti, rice etc.** is to be thrown inside or outside of the HALL.
- 7.4. **ALL** bottles and cans are to be removed from the HALL and HALL grounds (unless otherwise noted). A Damage Deposit deduction will be charged to remove bottles or cans from the HALL and Properties.
- 7.5. Smoking is **NOT** permitted inside the HALL as per the Alberta Tobacco Reduction Act. Cannabis consumption whether smoked, vaped or otherwise is not permitted inside the HALL.
  - a. The RENTER shall be deemed responsible for anyone smoking or vaping tobacco or cannabis in the HALL and **WILL** be responsible for any fines, damages or cleaning expenses arising from such. Smoking is permitted outside the HALL so long as proper disposal of butts is enforced.
  - b. Cigarette butt disposal units are located out the front doors of the HALL. A Damage Deposit deduction will be charged to remove cigarette/cigar butts from the immediate vicinity of the HALL entranceways, the east patio, and/or the playground.
- 7.6. Tables and chairs are to be free of tape and/or paper and cleaned. Tables and chairs **MUST** remain inside the HALL. Tables and chairs **MUST** be stacked neatly in the storage room.
- 7.7. ALL floors are to be swept and mopped. **DO NOT** use bleach. Use the cleaner provided to you by MLCL.
- 7.8. All carpeted areas are to be vacuumed and any stains incurred during rental **MUST** be removed.
- 7.9. The bathroom garbage containers are to be emptied.
- 7.10. Kitchen countertops, sinks, appliances, coffee pots, cooler and refrigerator are to be cleaned.
- 7.11. The kitchen dishwasher must be drained. After a wash cycle finishes, there will be a small amount of water remaining at the bottom of the dishwasher. To drain the remaining water, open the dishwasher, remove the trays, and pull out the cylindrical plug located at the bottom left of the dishwasher. Allow the water to drain completely. Be sure to replace the plug and trays. If the plug is not replaced and is lost, the RENTER will be responsible for replacement of the plug at cost.
- 7.12. **NO** food or beverages are to be left in the cooler or refrigerator.
- 7.13. All garbage including outside playground garbage are to be emptied.
- 7.14. Garbage is to be disposed of in the MLCL garbage bin located in the parking lot. **ALL** recyclables are to be taken (unless otherwise noted).
- 7.15. All doors are to be locked and secured and **ALL** lights and fans are to be turned off before leaving the HALL.

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- 7.16. Outside grounds must be cleaned up and free of debris.
- 7.17. ALL damage MUST be reported immediately to the Rental Coordinator
- 7.18. The Barbecue shack may be used but MUST be booked prior to the rental. If used, the Barbecue MUST be cleaned. A Damage Deposit deduction will be charged to clean the BBQ. The Barbecue Shack MUST be locked and secured prior to leaving the HALL.
- 7.19. The HALL and HALL grounds must be cleaned according to the Cleaning Checklist. Upon completion of
  the rental, an MLCL Representative will conduct an inspection of the HALL and HALL grounds using said
  Checklist. If there are 3 or more infractions noted on the inspection, a deduction from the Damage Deposit will
  be held back according to Clause 7.1. Failure to comply with the Terms and Conditions listed above WILL result
  in the RENTER forfeiting a portion of or ALL of the Damage Deposit.