

Wetaskiwin Agricultural Society Facility Rental Agreement

This Agreement made this _____ day of _____, 20_____.

Between:

Wetaskiwin Agricultural Society

(Hereinafter referred to as the "Owner")

and

Of _____
(Hereinafter referred to as the "Renter")

1. **Term of Rental:** The Renter desires to rent from the Owner the _____ (the "Facility") from _____, 20____ to _____, 20____, (the "Rental Period") and the Owner is in agreement with the Renter using the Facility for the purpose of _____ (the "Function").
2. **Rights and Responsibilities of Renter:** The Renter agreed to use the Facility only for the Function as indicated above, during the agreed upon Rental Period.
3. The Renter will, at all times, indemnify and save harmless the Owner, and its directors, 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, 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, cost or expense was caused by intentional acts or gross negligence of the Owner.
4. This Agreement may not be assigned, in whole or in part, by the Renter without the express written authorization of the Owner.
5. The Renter will not permit any damage to occur to the Facility and will leave the premises in the same condition or substantially the same condition as when the Renter entered the Facility for the Function.
6. In the event the Function is to serve liquor, it is the responsibility of the Renter, at its sole cost and expense, to arrange for and ensure that a Host Liquor Liability Certificate of Insurance has been arranged for and forwarded to the Owner within three (3) days prior to the Function. The Renter agrees that the insurance policy referred to herein will name the **Wetaskiwin Agricultural Society** and **THE COUNTY OF WETASKIWIN NO.10** as an additional insured on the said policy as their interest may appear and a severability of interest clause or a cross liability clause.

All policies will contain an undertaking by the insurers to notify the Owner, in writing, of any material change, cancellation or termination of any provision of any policy, not less than thirty (30) days prior to the material change, cancellation or termination thereof.
7. It is agreed by the Renter that it shall sign and provide to the Owner at the time of execution of this Agreement, an Acknowledgement and Waiver, in the form attached hereto as Schedule "A".
8. **Rights and Responsibilities of the Owner:** During the Function, the Owner will permit the Renter to use the Facility for permitted activities and for no other purpose whatsoever, subject to the terms and conditions set forth herein.
9. The Owner will retain control of the Facility and the Owner will not unreasonably interfere with the Renter's use and enjoyment of the Facility. The Facility will be available to the Renter's agents, servants, employees and invitees in accordance with the policies of the Owner relating to such use.
10. In the event the Renter undertakes or permits any activity within the Facility or the Facility Grounds, which activities may be a nuisance or cause property damage or may cause personal injury, or in the event the Renter is in default of any of the terms and conditions herein, the Owner may terminate this Agreement forthwith immediately.
11. The Owner, its directors, officers and agents will not be liable for any theft, loss or damage of property of the Renter, its agents, employees, servants or invitees, however so caused.
12. **Payment of Rent:** The Rental Amount is due on the date of the Function OR when all paperwork is filled out and signed and should be provided to the Manager upon request.

13. Rent, as agreed upon between Owner and Renter, is as follows:

Items	Type of Function/Description	Rental Amount (Non Members)	Rental Amount (Members*)	Total Amount Owning
Memberships		Family:\$20.00 Single: \$10.00		
Non-refundable Booking Fee		\$100		
Damage Deposit (if previously paid booking fee, DD is \$400)		\$500	\$250	
Basic Facility Use (arena and/or grounds)		\$250/day	\$150/day	
Barn & Stalls, Barn Hall and inside ring		\$250/day	\$150/day	
Barn Hall and washroom (with heat and water)		\$150/day	\$100/day	
Wash Racks 8am – 12am		\$150/day		
Wash per animal		\$20/animal	\$10/animal	
Rodeo Office & PA System		\$200	\$100	
Stalls & Pens – must remove own manure to designated area		\$10/horse/night		
Arena drop in use		\$5/horse	\$5/horse	
Tractor & Operator		\$65/hour (min 3 hrs)		
Camping – no hook ups**		\$10/night		
	Total Amount Due:			
	Total Amount Paid:			
	Paid with Cash or Cheque #			
^^^^^^^^^^^^^^^^^^^^^ ALL FEES ARE SUBJECT TO CHANGE ^^^^^^^^^^^^^^^^^^^^^				

* "Member means any person who has purchased a **Wetaskiwin Agricultural Society** membership and who has held the membership current for a period of 12 months in good standing, prior to the date of the Function.
 ** There is no potable water or electricity. Generators are welcome.

14. General Provisions: The terms and conditions set forth herein constitute all of the terms and conditions of this Agreement, and there are no terms, conditions, covenants, agreements, representations or warranties, either express or implied, arising between the parties hereto except as expressly set forth herein.

15. This Agreement will enure to the benefit of and are binding upon the parties hereto, their respective heirs, and successors and permitted assigns.

16. General Grounds Rules: (The Rules are posted in the barn area)
- 1) The Renter is responsible for cleaning up MANURE and GARBAGE.
 - 2) All property of the Wetaskiwin Agricultural Society must be returned to original place and condition after use.
 - 3) No BOTTLES of any kind in the Arena Area.
 - 4) For clinics or group rentals, it is the responsibility of one person to collect the fee and turn it into the Ag Society Office.
 - 5) ALL horses restricted to area north of cable fence (north of office).
 - 6) ALL dogs on leash at all times or in vehicle.
 - 7) No open fires.
 - 8) The renter shall be responsible to make good all damages incurred during rental or usage period.
 - 9) Prior and After Rental, there will be an inspection with the user and an Agricultural Society representative present.
 - 10) Renter will pay damages in excess of Damage Deposit.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

 by OWNER'S authorized representative
 (please print name)

Per: _____
 Signature

 Witness

RENTER (print)
 Signature _____

 Date

 Address Phone

Schedule "A"
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 licences 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.

In the event that 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 Wetaskiwin Agricultural Society and THE COUNTY OF WETASKIWIN NO.10** under such policy. The Renter agrees to provide to the Owner, or its representative, a Certificate of Insurance evidencing the coverage **not less than seven (7) days prior to the Function**, as defined in the Agreement.

It is further agreed that at all times the Renter, without limitation, indemnify and save harmless the Wetaskiwin Agricultural Society its directors, officers and agents and THE COUNTY OF WETASKIWIN NO.10, 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/Acknowledgment shall survive the termination and/or expiration of the within Rental Agreement between the Owner and the Renter.

Dated this _____ day of _____, 20____, Alberta.

*by OWNER'S authorized representative
(please print name)*

Per:

Signature

RENTER (PRINT)

RENTER (SIGNATURE)

Acknowledgement

The Renter acknowledges, by its initials, that alcohol will be served or consumed at the Function.

The Renter acknowledges, by its initials, that alcohol will **NOT** be served or consumed at the Function.

The Renter acknowledges, by its initials, that Proof of Insurance has been provided to the Owner.

Additional Terms of Agreement:

Signature _____ W.A.S. Initial _____ Date _____