

RENTAL AGREEMENT

THIS AGREEMENT made this _____ day of _____ 20_____ BETWEEN

ASSINIBOIA CHRISTIAN CENTRE INCORPORATED, called the "Centre"

and

_____, called the "Tenant"

WITNESSETH:

1. The Centre hereby grants to the Tenant the right to use and occupy the:

Church Proper _____ Gymnasium _____

Kitchen _____ Ted Wakeman Room _____

Class Room(s) _____ Sound System _____

Lounge _____ Other _____

called the "Premises", together with the use of the washrooms, entrance halls, stairways, and corridors, located in the Centre's building, situated at 3390 Portage Avenue, in the City of Winnipeg, in Manitoba, called the "Building" for the purpose of _____ and for no other purpose whatsoever.

The Tenant is allowed to use and occupy the Premises, for the above stated purpose, for the rental period commencing: _____ o'clock A.M./P.M. _____

20 _____ and ending: _____ o'clock A.M./P.M. _____

20 _____, at which approximately _____ persons are expected to be present.

2. The Tenant agrees:

(i) To pay to the Centre at its office in the building, as follows:

\$ _____ refundable damage deposit on signing this Agreement, held by the Centre; \$ _____ rental fee

\$ _____ Total Rental Fee due on or before _____ 20_____.

(ii) If payment is not received in full by two o'clock P.M. on _____ 20_____ this Agreement may be terminated by the Centre.

(iii) If the Premises or the building or any part thereof is damaged by the Tenant or any agent, employee, contractor, patron, guest of the Tenant, or any person admitted to the premises or the building by the Tenant, the Centre may deduct from the damage deposit, the amount required to repair such damage. If the damage deposit is insufficient to cover the cost of such repairs, the Tenant shall pay the difference to the Centre on demand. The Centre shall return the damage deposit by mail or the balance thereof (if any as the case may be), to the Tenant, no sooner than seven (7) days following the rental period. If the Tenant should cancel the contract with the Centre, the damage deposit will be refunded only if cancellation occurs at least thirty (30) days prior to the function for which the Tenant was to rent the Premises.

- (iv) Release and Indemnity: By signing this Agreement, the Tenant shall release and indemnify and save harmless the Centre against any and all claims, actions, causes of action, damages, demands for damages, losses and other liabilities and expenses (including, without limitation, those in connection with bodily injury (including death), personal injury, illness or discomfort or damage to property and legal fees on a solicitor and client basis) due to or arising from or out of any occurrence in, on or at the Premises or the occupancy or use by the Tenant of the Premises or occasion wholly or in part by any act or omission of the Tenant or its officers, employees, agents, contractors, invitees, licensees or by any person permitted by the Tenant to be on the Premises or due to or arising out of any breach by the Tenant of this Agreement.
- (v) By signing this Agreement, the Tenant agrees not to damage or deface the building, premises or any furnishings or equipment therein, drive or affix any nails, screws, hooks, or tacks into any part of the building or to make any alterations thereto of any kind.
- (vi) The Tenant agrees that if the Premises or any part thereof are destroyed or damaged by fire, flood, heating problems, electrical problems or any other cause, to the extent that either party believes that the performance of this Agreement is impossible or undesirable, then either party may so notify the other in writing and thereupon this Agreement shall terminate, and the Tenant shall pay rent pro rated up to the time of such damage or destruction, and the Tenant hereby waives any claim for damages or compensation if this Agreement is so terminated.
- (vii) The Tenant agrees to pay \$50.00 per day storage charge for any of the Tenant's property left on the Premises after the expiration of the rental period and all expenses incurred by the Centre in removing same, which storage charge and expenses may be deducted by the Centre from the damage deposit.
- (viii) The Tenant agrees not to play loud music until after 6:15 P.M. at any functions held at the Centre on Saturday evening.
- (ix) In receipt, handling, care of custody or property of any kind belonging to or for the use of the Tenant, which is shipped or otherwise delivered to or left on the Premises, either prior to, during, or subsequent to the rental period, the Centre is acting for the accommodation and sole benefit of the Tenant and shall not be held liable for any loss, damage, or injury to such property howsoever caused, and the Tenant indemnifies and saves harmless the Centre in regard to same.
- (x) The Tenant understands that the Premises shall be at all times under the charge and control of the Centre Coordinator appointed by the Centre, and the Centre Coordinator or Centre Coordinator's Agent may enter the Premises at any time and on any occasion.
- (xi) The Tenant agrees to discuss with the Centre Coordinator, at least seven (7) days prior to the rental period, arrangements for tables and chairs if required.
- (xii) The Tenant agrees to notify the Centre Coordinator, at least two (2) days prior to the rental period, of the exact time when caterers will be arriving so as to ensure that the kitchen is ready for them.
- (xiii) The Tenant agrees to leave the kitchen clean and tidy, and to remove from the tables ALL dishes, glasses and cutlery, and to wash same and to put them away.

- (xiv) The Tenant agrees to obtain and pay for all necessary permits and licenses in respect of the activities the Tenant proposes to carry out on the Premises, and not to do nor suffer to be done anything on the Premises during the rental period in violation of any statute, by-law or regulation. But, if something is done by the Tenant during the rental period in violation of any statute, by-law or regulation, the consequences of such violation will be the sole responsibility of the Tenant, and the Tenant agrees to indemnify and save harmless the Centre in regard to same.
- (xv) The Tenant agrees that any liquor that shall be brought into, served and consumed at the Centre must be in accordance with the amounts and conditions of an occasional permit issued by the Manitoba Liquor Control Commission. No liquor, other than what is permitted by the MLCC, will be allowed into the Premises' banquet hall (i.e. gymnasium).
- (xvi) The Tenant agrees that admission to social functions at which the tenant serves beer, wine, or spirits must be by invitation only. That is to include the general public from such functions. All invited guests to the function must have a ticket/invitation issued by the Tenant. The Tenant agrees that all persons without a ticket/invitation will be refused entrance to the Premises by the Tenant.
- (xvii) While at the Centre, the Tenant agrees to enforce that no patron is in possession of open liquor outside the Premises' banquet hall (gymnasium).
- (xviii) The Tenant agrees not to advertise functions, at which liquor is to be served at the Centre, without prior approval of the Centre.
- (xix) The Premises, during the rental period, will be subject to inspection by the hall owners, police and inspectors of the Liquor Control Commission. Any violation of the regulations and conditions contained in this Agreement, or the regulations of an occasional permit for liquor, or any other laws, can result in the immediate vacating of the Premises, without refund to the Tenant.
- (xx) The Tenant agrees that no beer, wine or spirits shall be served after 12:00 midnight, and that the Premises shall be completely vacated by 1:00 AM.
- (xxi) The Tenant agrees to keep the Premises clean and tidy and to leave them in the same condition as they were in at the commencement of the rental period, (ordinary use and wear being the exception), and to promptly vacate the Premises at the end of the rental period.
- (xxii) The Tenant understands and agrees to enforce that there is NO SMOKING allowed anywhere within the Premises.
- (xxiii) The Tenant understands that the Centre parking lot is available for Tenant use during the rental period, but that the lot is often in heavy demand. The Tenant also understands that parking offsite is subject to private and municipal regulations.
- (xxiv) If the Tenant needs to decorate for a Saturday function at the Premises, this must be completed on a Friday during regular Centre hours, subject to availability. To coordinate same, the Tenant agrees to call/speak with the Centre coordinator at least three (3) days prior to the rental period.
- (xxv) The Tenant understands that there is no confetti allowed anywhere on the Premises, and agrees to enforce same.

- (xxvi) Caterers: The Tenant understands that it is the caterers' responsibility to provide tablecloths, dishes, cutlery, tea towels, etc. during the rental period. If the Tenant's caterer cannot provide place settings (i.e. knife, fork, spoon, dinner plate, salad plate, cup and saucer), the Centre can make them available to the Tenant at a charge of \$0.75 per place setting. (This charge includes the use of the Centre's dishwasher for cleaning)
- (xxvii) Self-catering: It is the Tenant's responsibility to determine what is available for use in the kitchen. It is the Tenant's responsibility to provide tablecloths, dishes, cutlery, tea towels, etc. However, as noted above, place settings are available by the Centre to the Tenant at a charge of \$0.75 per place setting). The Centre does not provide chaffing dishes, hot trays, etc.
- (xxviii) The Tenant agrees it is responsible for washing all dishes and cutlery, and leaving the kitchen clean. Extra charges will be incurred by the Tenant if the kitchen is left in a state of disarray.
- (xxix) If the Tenant requires adjustment to the lighting at any time, the Tenant agrees to notify the Centre caretaker. Under no circumstances are the lights to be adjusted by the Tenant.

3. The Centre agrees:

- (i) To permit the Tenant quiet enjoyment of the Premises as outlined in this Agreement, during said rental period, for the sole purpose described in Paragraph 1 of this Agreement; and
- (ii) To provide the Tenant with heat, electricity, light and water for the Premises during the rental period.

Both parties agree that the terms and conditions of this Agreement shall be binding upon the parties, their heirs, executors, successors and assigns. This Agreement can be modified only in writing by the persons who signed it.

IN WITNESS WHEREOF the parties have executed this Agreement the day and year noted above.

Assiniboia Christian Centre Incorporated

Tenant

by _____
(for the Centre)

Name _____

Signature _____

Signature _____

Address 3390 Portage Ave
Winnipeg, MB
R3K 0Z3

Address _____

Phone 204-832-7175

Phone _____

Office Use Only

{tc \l1 "Office Use Only}

Rental Deposit \$ _____ Paid on _____ cheque _____
cash _____ receipt# _____

Rental Fees \$ _____ Paid on _____ cheque _____
cash _____ receipt# _____

Additional Charges Incurred \$ _____ Paid
on _____ cheque _____ cash _____ receipt# _____

Deposit Refunded \$ _____ Refunded on _____ cheque

Phone Messages:

Dear Visitor/Tenant:

1. During your stay at the Assiniboia Christian Centre (“ACC”), please be aware that the ACC has a **contact** person to assist you in case of an emergency. This person is located in Room 40 in the basement of the ACC (see attached map for location of contact person).
2. As per section 2(xxi) of the ACC’s Rental Agreement which you have signed, please be sure to tidy up after yourselves so that the premises are left in the same condition as they were at the commencement of your rental of the premises.
3. Please note that bathrooms and fire exits are noted on the map attached to this document.
4. We hope that you enjoy your stay at the ACC. If you should have any questions or comments regarding your stay, please contact our centre administrator at 832-7175.

Thank you.