

## Schedule “A”

### TERMS AND CONDITIONS

PERTAINING TO THE RENTAL OF THE MEMORIAL BUILDING, 3625 4<sup>TH</sup> STREET S. W., CALGARY, ALBERTA, OWNED AND OPERATED BY THE SOUTHERN ALBERTA PIONEERS FOUNDATION [Hereinafter referred to as the “Licensor”] and

An individual or group, who have signed the Rental License Agreement, [Hereinafter referred to as the “Licensee”] agree to the following:

#### MEMBERS of the ASSOCIATION:

Eligibility for the member rental rate requires the member to supply verification of their current membership card. Member’s rates only apply to their own or immediate family use and are not applicable for business use or transferable to non-members for social events.\_

#### NON-MEMBER RATES:

As per the current rental rate schedule.

#### RENTAL FEES:

All rental fees include supervised closing by the Corps of Commissionaires and after event contract cleaning and are due (30) days prior to the scheduled event. Failure to honour your cheque will result in the cancellation of your event and the forfeiture of the rental deposit.

#### ADDITIONAL CHARGES:

The Memorial Building and grounds shall be left In the same condition as on arrival an failure to do so on the part of the Licensee will result in the following additional charges being deducted from the security deposit: Garbage removal \$ 100.00; Furniture Placement \$ 50.00; Dish/China Handling \$ 50.00; Decoration removal \$ 50.00; Sink Stoppage/Unplugging Drains \$100.00; Clean up of kitchen stoves refrigerators etc, \$ 100.00. Cleanup of grease from the use of a barbeque. Abandoning and Leaving the Building unattended \$ 500.00.

#### SECURITY DEPOSIT:

The Licensee shall pay a security deposit of five hundred dollars (\$ 500.00) which may be applied in part or in whole to any expenses incurred as a result of damages and, or theft to the facilities or grounds and/or equipment during the time that the Licensee was responsible for access to the premises. The assessment of damages shall be at the sole discretion of the Rental Agent and will be deducted from the Licensee’s security deposit with the remaining balance returned to the Licensee. Damages in excess of \$500.00 will be invoiced to the Licensee. Event bookings are not confirmed or guaranteed until Licensor is in receipt of the security deposit. Unattached security deposits will be returned to the Licensee within 30 days following the event.

#### CANCELLATION BY THE LICENSEE:

In the event the Licensee wishes to cancel a confirmed booking. Then the following shall apply: If the cancellation occurs ninety, (90) days prior to the date of the function, 75% of the Security Deposit will be returned. If the cancellation occurs between, ninety (90) and sixty (60) days of the function, 50% of the Security Deposit will be returned. If the cancellation occurs less than sixty (60) days prior to the function, the full amount of the Security Deposit is forfeited. Not withstanding the foregoing, the full amount of the Security Deposit will be forfeited if cancellation occurs between the day preceding Victoria Day and the day following Labour Day of each year. CANCELLATION OF EVENT BY THE LICENSOR:

The Licensor reserves the right to cancel any event if any of the Terms and Conditions as provide in Schedule “A” are not complied with by the Licensee. In particular if the Building or

Facilities are not being used for the purpose as expressed in the License Agreement and/or the Licensee is not complying with the conditions of the Alberta Gaming and Liquor Commission; City of Calgary By-laws or Fire Department regulations.

CONTRACT TIME/RENTAL PERIOD:

It is understood that the contract time as expressed in the Rental Agreement includes the Setting up and Take down time of the event.

The Licensee must occupy the Building for the entire time during the rental contact period. Failure to do so will result in the forfeiture of the Licensee's security deposit.

TENTS, OUTSIDE MUSIC, SMOKING, DANCING:

The Licensee on approval, as to size and placement, from the Leasing Agent or the Chairman of the Building committee may construct tents on the grounds to accommodate their event.

No music recorded or live is permitted outside the Building after 7:00 PM.

Smoking is not permitted in the Building or on the outside deck. In accordance with the City of Calgary By-law smoking is not permitted within 3 Meters of any entrance or doorway to the premises.

Dancing is permitted only in the lower level.

Barbeques are not to be used on the deck.

LIQUOR:

When liquor is been served on the premises or grounds the Licensee must ensure that all regulations as specified by the Alberta Gaming and Liquor Commission concerning special events are adhered to. In particular it is the responsibility of the Licensee to obtain a Special Events License which must be posted in a prominent place during the event.

EVENT CO-ORDINATORS, CATERERS, BARTENDERS, and OTHER EMPLOYEES:

It is expressly understood that all persons hired by the Licensee for the event are Invitees or Agents of the Licensee and as such must be acceptable to Licensor and are subject in all respects to these Terms and Conditions.

APPLIANCES, EQUIPMENT and GARBAGE:

The Licensee may only use the appliances in the kitchen areas for warming foods. Commercial Caterers are prohibited from cooking on site. All utensils must be supplied by the Licensee or others. All appliances and equipment must be left in a clean and workable condition. The Building does not have the facility to permit inside storage of utensils and equipment of others. There is an outside storage building for this purpose and all equipment so stored must be removed the following day. All garbage must be removed to the outside storage BFI bin upon the Licensee vacating the premises.

FURNITURE and DECORE:

The movement of furniture between floors, or to the deck or outside grounds is not permitted. If furniture is re arranged during the event then it must be replaced in its original position prior to vacating the premises. Candles, confetti, rice and other small plastic decorations are not permitted. Masking tape should only be used in decorating and no attachment to the

pictures or artefacts is permitted.

LIABILITY and WAVER;

It is expressly understood and agreed that neither the Licensor nor The Southern Alberta Pioneers and Their Descendants will be liable to the Licensee for any loss, theft, damage to, or destruction of any property of the Licensee or invitees of the Licensee at any time while the Licensee occupies the premises or grounds, or for the death or injury of, or to the Licensee or invitees of the Licensee, while in the Building or adjacent grounds.

The Licensee shall be responsible for and shall indemnify and save harmless the Licensor and the Southern Alberta Pioneers and Their Descendants from and against all loss, claims injury, damages and costs of any kind whatsoever arising directly or indirectly by reason of any act or neglect of the Licensee or invitees of the Licensee by reasons of use and occupation of the Building or grounds or by reason of any breach by the Licensee or invitees of the Licensee while in the Building or on the adjacent grounds.

PAYMENT TERMS:

The security deposit of Five Hundred \$(500.) Dollars acts as your event date retainer and is due at the time of booking. We request two cheques: Firstly a cheque for the security deposit at time of booking; Second cheque for the full amount of the Building rental post dated 30 days prior to the event date. These amounts are payable to the **Southern Alberta Pioneers Foundation** either by cash, cheque, Visa or MasterCard.

January 1, 2008