



VRCA FACILITIES RENTAL AGREEMENT

Agreement # _____

Facility to Rent

Skating Rental: Ice Rink: _____ North half Skating Pond: _____

Sport Court Rental: All _____ South Pickleball/Badminton court _____ Center Basketball Court _____ North Volleyball/Basketball court _____

RENTER Name: _____

VRCA Membership #: _____

Phone (Home): _____ (Cell): _____

(Other#): _____

Address: _____

City: _____ Province: _____ Postal Code: _____

Driver's License #: _____ Email Address: _____

****(Copy of Driver's License Required. If Renter is a Business, Copy of Business License is Required) ****

Consent to receive emails from Valley Ridge Community Association

ACTIVITY:

Date of Event: _____ Purpose of Rental _____

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Date of Event: _____ Purpose of Rental _____

Hours of Rental (From): _____ a.m./ p.m. (to): _____ a.m./ p.m.

Number of Attendees: _____

NOTE:

- Rentals require 2 weeks advance notice.
- Copy of Drivers and/or Business License must be provided to VRCA Board prior to access being granted.
- Special Events Insurance is recommended.
- The renter will be responsible for any fines resulting from infractions of by-laws.
- The City of Calgary regulates noise through the community standards bylaw# 5M2004 sections 26-39. (Original copies of the Bylaw are available at the city clerk's office).
- No liquor is permitted on the premises.



- The renter has read and agrees to follow the applicable VRCA Rink Rules and Court Rules which are provided with this agreement.

RENTAL FEES

SUMMER RENTAL FEES:

The sport court is equipped with full sized boards, overhead lighting, change room, port-o-potty and access for pickleball, basketball, volleyball, badminton, floor hockey, lacrosse, etc. During the summer, the full sport court is available for rentals with shack access for \$90/hr including GST. Each of the smaller individual courts are available for rentals for \$35/hr including GST. Rentals for a maximum of 2 hrs.

WINTER RENTAL FEES:

The rink is equipped with full sized boards, overhead lighting, change room, port-o-potty. During the winter, weather-dependending, the full rink is available for rentals with shack access for \$70/hr including GST. The North half of the skating pond is available for rentals with shack access for \$35/hr including GST. Rentals for a maximum of 2 hrs.

Note: All rentals will be restricted to less busy times at the Facility:

- Monday to Friday 9:00 am to 2:00 pm.
- Weekends, Holidays and during the Christmas Season (~Dec 20 to Jan 2) 8:00 am. to 10:00 am.

Only 1 - 2 rentals (1 on weekends/holidays) will be allowed on any given day to allow community members to utilize the Facility.

Since the rink is 100% operated by volunteers the VRCA cannot guarantee the rink will be fully cleaned of snow or recently flooded at the time of the rental.

Rentals longer than 2 hours and rentals outside of the hours listed above may be allowed with the approval of the VRCA President and the VRCA Facilities Director.

POOR WEATHER CONTINGENCY:

If the VRCA Board needs to close the facility due to inclement weather conditions, the Board will refund your fees.

FEE AGREEMENT (Cancellation Policy on page 3)

Rental Fee & Damage/Security Deposit Fee are due at the time of Contract Signing to secure your booking.

Rental Charge: \$ _____ per hr x _____ hrs \$ _____



Damage/Security Deposit: \$ 500.00 \$ _____
 (Damage deposit only charged if required after Inspection has been Completed)
 Purchase Membership: \$35 \$ _____
 Less Membership Discount of 10% of the booking fee \$ _____
 Total Charges \$ _____
 Less Deposit Paid (By): MC () Visa () E-transfer () \$ _____ Balance
 Payable \$ _____
 Date: _____

Card No.: _____ Expiry Date: ____ / ____ CCV: _____

Authority

The VRCA has the authority to refuse or revoke an Agreement and/or if the person(s) are under the age of 25 years.

VRCA will have the authority to cancel any event in the above facilities and have the authority to remove, or have removed, any persons from the facility if it is felt that any part(s) of this agreement were broken or the facility not used for the purpose for which this is intended or, that the renter is not complying with the Calgary Police Department and the City of Calgary, whatever "legal and binding conditions of the Community Association Facility Rental Agreement" that are felt to be a necessity by the renter and VRCA shall appear as an attached.

No illegal gaming activity permitted on the premises.

No alcohol is permitted on the premises.

No smoking is permitted on the premises.

Any person(s) engaging in or permitting gaming or alcohol will have the Damage/Security Deposit forfeited.

An appropriate representative of the Association may enter the premises at any time to ensure that all bylaws and conditions are being met.

The City of Calgary regulates noise through the community standards bylaw number 5M2004 sections 26-39.

The following information provides an overview of this section of the bylaw; original copies of the bylaw are available at the city clerk's office.

X _____ (Renter Initial)

Cancellations

In the event that the renter cancels the booking, one (1) week's notice is required in order for a refund of the Rental Fee and Damage/Security deposit (less \$ 10.00 Administration Fee). If less than one week's notice given for cancellation, this will result in a forfeit of your rental fee to accommodate revenue lost. If your rental time exceeds the allotted booking time you will be charged another booking fee. Please note any Set-up, Take-down and Clean-up is included in total time booked.

X _____ (Renter Initial)



Damage/Security Deposit

The Damage/Security Deposit shall be applied in part or in whole to any expenses incurred by the renter as a result of any damages or loss to the facility, and/or equipment during the period that the renter was responsible for same. The Damage/Security Deposit will be withheld in part or in whole if the association deems there is sufficient evidence to indicate that any of the following City of Calgary Bylaws have been violated on the VRCA premises: underage consumption of alcohol, consumption of alcohol, or smoking (All Facilities are non-smoking) including cigarettes, e-cigarettes, marijuana or any illicit drugs.

The renter understands that they are responsible for cleaning the facility and the surrounding grounds of any garbage or debris after the rental.

X _____ (Renter Initial)

***If no Damages are incurred and Clean-up is Completed as required, the Renter's Damage/Security Deposit will be Refunded in Full by Renter's Original Payment Type. No Cash Refunds. Cheque (may take 15 days to process). MasterCard or Visa Refund

Video Surveillance Camera

The Valley Ridge Community Association has installed video surveillance systems on its facility buildings and surrounding areas. The video surveillance systems are primarily used to record access at building entrances, inside facility, and open spaces.

Video surveillance cameras are also used to provide surveillance of the exterior of the building and surrounding streets. Video surveillance cameras have been installed in areas where the security of either people, property or user/renter agreements can be at risk.

The video surveillance cameras are not installed in areas where users/renters would have an expectation of privacy, such as the port-o-potty.

The primary purpose of the video surveillance system is to allow the after-the-fact investigation. Video Surveillance full policy is located in the Appendix #2.

I acknowledge that I have read and understood the VRCA Video Camera Surveillance Policy.

X _____ (Renter Signature)



RELEASE, PERMISSION, AND INDEMNITY AGREEMENT

In consideration of being permitted to participate in any way in the Rental of VRCA facilities ("the Rental"), I, _____, on behalf of those participating in the Rental, hereby release, waive, discharge and covenant not to sue the VRCA, as well as its officers and agents from liability from any and all claims resulting in personal injuries, accidents or illnesses (including death) and property loss arising from, but not limited to, participation in the use of the Rental.

Assumption of Risk. Participation in the Rental carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary but include 1) minor injuries such as bruises, sprains and dehydration, 2) major injuries such as eye injuries, joint or back injuries, heat stroke, heart attacks, and concussions, and 3) catastrophic injuries such as paralysis and death. I have read the previous paragraphs and I know, understand and appreciate these and other risks that are inherent in playing sports using the Rental facilities. I assert that my participation is voluntary and that I knowingly assume all such risks.

Indemnification and Hold Harmless. On behalf of all participants in the Rental, I agree to indemnify and hold the VRCA and all named above harmless from any and all claims, actions, suits, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement in the Rental.

Acknowledged and accepted by:

Renter Name: _____ **Renter Signature:** _____

Dated: _____



Valley Ridge Community Association has the authority to refuse or revoke an Agreement. VRCA and or representatives of VRCA shall have the authority to cancel any event in the facility if it is felt that the facility is not used for the purpose for which this agreement is intended.

I/We hereby accept and agree to the terms in the Facility Rental Agreement.

Renter:

Date: _____

Name (Print): _____

Signature: _____

VRCA Representative:

Date: _____

Name (Print): _____

Signature: _____

For Office Use:

- Rental Agreement Signed
- Rental Agreement Copied
- Entered Google Calendar
- Copy of Insurance (If applicable)
- Inspection Report Completed
- Release, Permission and Indemnity Agreement Signed
- Cheques or Credit Card Information
- Copy of Business License (if applicable)
- Copy of Driver's License
- Damage/Security Deposit Provided
- Damage/ Deposit Refund Requested

Total Damage/Security Deposit Refunded: \$ _____ Date: _____
MasterCard or Visa _____

Partial Damage/Security Deposit Refunded Date: _____ \$

(Explanation): _____

Rental Agreement Cancelled (Date) _____

Admin Fee Retained \$ 10.00

Authorized (Name) _____ **Phone #** _____



Appendix #1

Clean-up

The renter is responsible for cleaning the facility of debris, garbage and recycling after the event. Cleaning and Recycling expectations follow below. Failure to comply with these expectations will result in the Damage/Security deposit being forfeited.

- Signage: Remove all Signs, Tape, etc. making sure any marks are removed.
- Equipment: Any outdoor equipment borrowed from the VRCA is wiped down as required.
- Floors: Floors of the rink and skate shack area are clean of debris, garbage and recycling.
- Garbage (Regular): All garbage must be placed into the bear bins in the gravel parking lot.
- Recycle bin: All recycling must be placed in the recycle bins in the gravel parking lot.
- These are NON-Smoking Facilities (including cigarettes, e-cigarettes, marijuana or any other illicit drugs). NO Cigarette Butts are to be left littering the grounds surrounding the facilities.
- Non-compliance will ensue in a \$ 75.00 fee.
- The Valley Ridge Community provides our renters with the supplies needed to restore the facility to the clean state it was in before their event. We supply the following materials included with your rental: 1. Garbage Bags (Green) & Recycle Bags (Clear)



Appendix #2

Video Surveillance Camera Management of Video Surveillance Systems

- The Valley Ridge Community Association is responsible for the management of the video surveillance systems used at the VRCA facilities.
- Only authorized personnel, as determined by this policy and the VRCA Board of Directors will be involved in, or have access to, surveillance camera data.
- The VRCA Facility Director will have access to all the cameras at all facility locations
- When an incident is suspected to have occurred, designated personnel as authorized by the VRCA Board of Directors, may review the images from surveillance camera data.
- Whenever any incident occurs that is substantiated with surveillance data and a facility user (adult or child) is involved, either as a victim, suspect or volunteer, the VRCA Board will be notified.
- Requests to release information obtained through surveillance cameras must be submitted to the VRCA Board.

Video Surveillance Monitoring

The video surveillance systems are capable of being monitored via the web by the Facilities Director. Authorized personnel generally view video surveillance cameras on a periodic basis or in response to a specific incident. Because of the many responsibilities of the VRCA Director of Facilities, the video surveillance system is not monitored on a continuous basis.

Limitations of Video Surveillance Systems

Users/ Renters should not have an expectation that they are under continuous surveillance when they are in the range of a camera. Users/ Renters should also be aware that the video surveillance system has cameras that cover only a small fraction of the VRCA facilities, and even when camera coverage exists, it may not provide the level of detail necessary to spot suspicious activity or identify criminals.