

Fanny Bay Community Association RENTAL APPLICATION

Name of Person, Persons, Group or Organization

Address

Contact Person

_____-_____-_____
Phone #

Driver's Licence #

email address

@

Name & Nature of Event/Program

Date(s) of event/program _____ Event Times ____:____ to ____:____
month / day / year

Set-Up times _____ Tear-down / Clean up times _____

Is the event public or private ?

Admission Charged? Yes No

Is alcohol to be sold, served or consumed at event/program? Yes No

If so, provide copy of LCB "Special Occasion" Permit # _____
see item 13d pg 5 of application 'Prohibited Uses'

Insurance Policy # _____
see item 17 pg 6 of application 'Insurance'

This RENTAL APPLICATION, together with the accompanying RENTAL RATE SHEET and the RENTAL AGREEMENT, when signed, constitutes the whole of the rental contract between the FANNY BAY COMMUNITY ASSOCIATION/ FBCA ("the Association") and the above named person, persons, group or organization ("the Licensee").

The Licensee specifically acknowledges receipt of the subject RENTAL APPLICATION, RENTAL RATE SHEET and RENTAL AGREEMENT.

The undersigned warrants that he/she is a duly authorized representative of the Licensee.

AUTHORIZED REPRESENTATIVE OF
LICENSEE

AUTHORIZED REPRESENTATIVE OF
ASSOCIATION

DATED at Fanny Bay, B.C. this _____ day of _____, 20__.

FANNY BAY COMMUNITY ASSOCIATION
RENTAL RATE SHEET (rates subject to change without prior notice unless paid in full)
Premises to be used, additional services and fees:

Main Hall/Kitchen/Dining Room - full day		\$350.00	
Main Hall/Kitchen/Dining Room - up to 4 hours		\$175.00	
Main Hall/Dining Room - full day		\$250.00	
Main Hall/Dining Room - up to 4 hours		\$150.00	
Main Hall only - full day		\$200.00	
Main Hall only - up to 4 hours		\$80.00	
Main Hall only - up to 2 hours		\$40.00	
Kitchen only - full day		\$120.00	
Kitchen only - up to 4 hours		\$60.00	
Dining Room/Kitchen - full day		\$180.00	
Dining Room/Kitchen - up to 4 hours		\$90.00	
Dining Room/Kitchen - up to 2 hours		\$45.00	
Dining Room only - full day		\$85.00	
Dining Room only - up to 4 hours		\$30.00	
Dining Room only - up to 2 hours		\$15.00	
Studio Room - full day		\$85.00	
Studio Room - up to 4 hours		\$30.00	
Studio Room - up to 2 hrs		\$15.00	
Next day clean up by 12 noon with permission of rental agent		\$35.00	
Memorial Service	By Donation	\$.	
TOTAL EVENT/PROGRAM FEE:			\$.
PAYMENT:			
Deposit to hold contracted date Cheque# _____	25% of Event Fee	\$.	
Balance due after event deposit made		\$.	
Plus damage deposit	Not less than \$100	\$.	
Total Amount due		\$.	
Date of final payment	30 days prior	/ /	
FINAL Payment amount Cheque# _____		\$.	

**FANNY BAY COMMUNITY ASSOCIATION
Multi Media Sound System Rental Rates**

1. Included in Rental Fee

With a standard hall rental the existing P.A. with two speakers mounted by the stage (south wall) is available at no cost. This includes a Samson wireless microphone, CD player and a 1/8" cable to connect iPod style devices.

2. \$50.00

For events requiring either a small P.A. setup with a small 8 input mixer and/or the video projector and 14' x 7' drop down screen (from stage ceiling). The following must be setup and taken down by a qualified Fanny Bay Hall representative.

Includes:

- a Samson wireless microphone
- a wired Shure SM58 microphone and stand
- Mackie 8 channel mixer
- 1/8" cable for iPod style devices
- Two powered Turbo Sound speakers on stands
- High quality video projector with audio outputs to mixer

3. \$175.00

For events requiring the use of the full P.A. system, lights and/or projector. The technical staff of the Fanny Bay Hall will be present *at all times* during this event, from load-in to load-out.

Includes:

- our Full audio and lighting system with projector, if required.
- a technician/sound mixer will be available to run the system or provide complete support through-out the event.

FANNY BAY COMMUNITY ASSOCIATION RENTAL AGREEMENT

WHEREAS the said person, persons, group or organization ("the Licensee") seeks to rent all or part of the certain lands and buildings located at 7793 Island Highway, Fanny Bay, BC ("the Premises") from the FANNY BAY COMMUNITY ASSOCIATION ("the Association") for a particular event or series of events.

NOW THEREFORE in consideration of the payment of the said deposit, damage deposit and fees by the Licensee to the Association and in consideration of the mutual covenants, agreements, terms and conditions, the parties agree:

THAT the Association grants to the Licensee a license to hold the event described at the premises described in the terms and conditions contained herein.

DEFINITIONS:

1. (a) "premises" shall constitute all or part of those lands and buildings located at 7793 Island Highway S. Fanny Bay, BC V0R 1W0
- (b) "event" shall constitute the use of the subject premises as declared by the Licensee.
- (c) "attendee" shall constitute the Licensee, its group or organization, its guests, and any other person who attends the said event, whether or not admission is charged and whether or not admission is paid.

EVENT FEE:

2. The Licensee shall pay the **EVENT FEE** indicated in the **RENTAL APPLICATION**.

DEPOSIT:

3. The Licensee shall pay twenty-five (25%) percent of the total cost of the event fee as a deposit at the time of signing the application. Such deposit is **NON-REFUNDABLE**.

DAMAGE DEPOSIT:

4. The Licensee shall also pay an amount not less than One Hundred (\$100.00) dollars of the total cost of the event fee as damage deposit at the time of signing (this amount will be established by the Rental Agent). Such deposit shall be returned to the Licensee within Thirty (30) Days following the event, less cost for the cleaning or repair of the premises, or the replacement of furniture, furnishings, fixtures or appliances which, in the absolute discretion of the Association, are reasonable and necessary.

ADDITIONAL CHARGES:

5. These may be levied against the Licensee in the event the cost of cleaning or repairs of the premises or the replacement of furniture, furnishings, fixtures or appliances exceeds the total amount of the original damage deposit.

PAYMENT:

6. The Licensee shall pay the balance of the event fee Thirty (30) Days prior to the event date. Failure to pay the balance when due will result in the Association being permitted to retain all monies paid to date in satisfaction of liquidated damages resulting from a breach of this Agreement.

FANNY BAY COMMUNITY ASSOCIATION RENTAL AGREEMENT

CANCELLATION:

7. **Cancellation of this Agreement by the Licensee more than Thirty (30) Days prior to the event will result in a refund equal to Fifty (50%) Percent of all monies paid to date, over and above the original deposit.**
Cancellation of this Agreement by the Licensee after Thirty (30) Days prior to the event will result in no monies being refunded, with the exception of damage deposit.
In either case, the amount retained shall be the measure of liquidated damages due to the Association for breach of the Agreement.

KEYS:

8. **These will be provided to the Licensee:**
- (a) **Upon payment in full of the deposit, damage deposit, event fee and presentation of the insurance policy and liquor license, if applicable.**
 - Or**
 - (b) **On the day prior to or on the first day of the event.**
 - (c) **All keys are to be returned immediately following the end of the event.**

COMPLIANCE:

9. **The Licensee shall comply with all laws, bylaws and regulations in effect.**
10. **The Licensee shall comply with all fire laws, bylaws and regulations including:**
- (a) **Limitation on the number of attendees to hall capacity of 180 persons.**
 - (b) **Limitation of the total seating capacity.**
 - (c) **Keeping exits clear and unlocked/open.**
 - (d) **Ensure that smoking is not permitted in the building.**

PERMITTED USES:

11. **The Licensee shall use the premises for the use declared on the Rental Application ONLY.**
12. **The Licensee shall not use the premises for any other purpose.**

PROHIBITED USES:

13. **The Licensee shall not use the premises for any of the following uses:**
- (a) **Any activity which is or may be illegal.**
 - (b) **Any activity which is or may cause damage to any person or property.**
 - (c) **Any activity which does, or may, bring the Association into disrepute.**

 - (d) **The Licensee shall not sell, serve or permit the consumption of alcohol without a Liquor Control Board (LCB) "Special Occasion" permit.**

 - (e) **The Licensee shall not sell or serve alcohol to minors.**
 - (f) **The Licensee shall not permit minors to consume alcohol on the premises.**

**FANNY BAY COMMUNITY ASSOCIATION
RENTAL AGREEMENT**

ADVICE:

14. The Licensee shall advise anyone to whom alcohol is sold or served or who consumes alcohol on the premises of their personal and legal responsibilities.
15. The Licensee shall take all reasonable steps to ensure that anyone who is sold or served or who is allowed to consume alcohol on the premises, gets home safely.

SUPERVISION:

16. The Licensee shall take all reasonable steps to supervise the subject event.

INSURANCE:

17. When required by FBCA (eg: when alcohol is served) the Licensee shall be responsible for securing a policy of insurance sufficient to cover any possible claims for injury, loss or damage to persons or property incurred during , before or following the event.

LIABILITY:

18. The Association, its Directors and Members, shall not be liable for any injury, loss or damages to persons or property incurred by the Licensee, its group or organization, its guests or attendees or those with whom the Licensee contracts for goods and services during, before or following the event.

INDEMNITY:

19. The Licensee shall indemnify and save harmless the Association, its Directors and Members, from any damages resulting from injury, loss or damages to persons or property incurred by the Licensee its group or organization, its guests or attendees or those with whom the Licensee contracts for goods and services during, before or following the event.

IMPOSSIBILTY OF PERFORMANCE:

20. It is agreed between the Association and the Licensee that each party shall be relieved of its obligations under this Agreement in the event and to the extent of the performance of the Agreement is delayed or prevented by any cause reasonable beyond its control, including but not limited to, the following:

- ♦ Fire ♦ Flood ♦ Earthquake ♦ Other Acts of God

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