

**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 South, Fanny Bay, British Columbia, (“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 South, Fanny Bay, BC;
- (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; such deposit is non-refundable.

**DAMAGE DEPOSIT:**

4. The Licensee shall also pay an amount not less than One Hundred (\$100.00) 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. Additional charges 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.

**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 after Thirty (30) Days prior to the event will result in no monies being refunded. In either case, the amount retained shall be the measure of liquidated damages due to the Association for the breach of the Agreement.

**KEYS:**

8. Keys will be provided to the Licensee:
  - (a) upon payment in full of the Deposit, Damage Deposit and Event Fee, 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;
  - (b) Limitation of the total seating capacity;
  - (c) Keeping exits clear and open;
  - (d) Ensure that smoking is not permitted in the building.

**PERMITTED USES:**

11. The Licensee shall use the premises for the use declared 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 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 BC Liquor and Cannabis Regulation Branch (LCRB) “Special Event 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.

**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. 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.

**IMPOSSIBILITY 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 if delayed or prevented by any cause reasonable beyond its control, including, but not limited to, the following: fire, flood, earthquake, or other Acts of God.

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