

FANNY BAY COMMUNITY ASSOCIATION
RENTAL APPLICATION

CONTACT NAME: _____

Licensee/Organization: _____

Name or Nature of Event/Program: _____

Mailing Address: _____

E-mail address: _____ Phone #: _____

Date(s) and Times of Event/Program:

DAY 1: _____ Set-up: _____ Event starts: _____ Event ends: _____ Clean-up ends: _____

DAY 2: _____ Set-up: _____ Event starts: _____ Event ends: _____ Clean-up ends: _____

DAY 3: _____ Set-up: _____ Event starts: _____ Event ends: _____ Clean-up ends: _____

(for additional days please use back of form)

FOR EVENTS WHERE ALCOHOL WILL BE SERVED, SOLD, OR CONSUMED:
BC Government Liquor and Cannabis Regulation Branch
SPECIAL EVENT PERMIT # _____ *(refer to Rental Agreement clause #13)*
A copy of which is to be attached to the application.
EXTRA INSURANCE POLICY # _____ *(refer to Rental Agreement clause #17)*

Total Event Fee _____ Hold Deposit (25% cheque due at signing) _____

Damage Deposit (separate cheque due at signing) _____ Final payment (due 30 days prior to event) _____

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 (“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.

DATED at Fanny Bay, BC this _____ day of _____, 20_____

AUTHORIZED REPRESENTATIVE of
LICENSEE

AUTHORIZED REPRESENTATIVE of
ASSOCIATION

Office Notes:

FANNY BAY COMMUNITY ASSOCIATION RENTAL RATE SHEET

DAILY RENTAL RATES	Calculations & Comments
Main Hall \$25 per hour Minimum 2 hrs; maximum \$250	
Dining Room \$12 per hour Minimum 2 hrs; maximum \$120	
Kitchen \$15 per hour Minimum 2 hrs; maximum \$150	
Main Hall & Dining Room \$37/hr. Minimum 2 hrs; maximum \$370	
Dining Room & Kitchen \$27/hr. Minimum 2 hrs; maximum \$250	
Main Hall & Dining Room & Kitchen \$50/hr. Min. 2 hrs; max. \$400	
Studio \$7.50 per hour Minimum 2 hrs; maximum \$75	
Hall Access for Clean-up next day 9-noon \$35	
Memorial Services & Pre-approved Charity Fund-raisers: by Donation	
Standard Sound System included in daily fee <i>(details on page 2)</i>	
Small Multimedia package \$150 up to 4 hours <i>(details on page 2)</i>	
Full Multimedia package \$250 up to 4 hours <i>(details on page 2)</i>	
TOTAL EVENT / PROGRAM FEE	

PAYMENT RECORD	Deposit to hold contracted date (25% of event fee)	
	Balance Owing	
	Date final payment due (30 days prior to event):	
	Date final payment received	

DAMAGE DEPOSIT (separate cheque) Minor events -\$100; Larger events, e.g. Weddings - \$250	
Date damage deposit returned	

Please refer to reverse for rental reminders.

-----**For Association Use Only (if applicable)**-----

POST-EVENT CLEAN-UP

No issues Security deposit returned in full

Cleaning inadequate Extra fee charged _____

Damage Extra fee charged _____

Description of damage _____

All Keys Returned _____

Key(s) missing; charge levied _____

A/V EQUIPMENT RENTALS (See Daily Rental Rates listing on page 1 for rates)

Much of our FBCA A/V equipment is expensive and so covered by insurance. As such, if any A/V equipment is damaged or goes missing during your event, the FBCA may have to provide your contact information to the police and/or FBCA's insurance company, as appropriate.

Standard Sound System: Included in Hall Rental. (If additional training is required over and above the posted instructions, a **\$50** fee will be charged)

Includes: PA system with 2 speakers mounted by the stage; for spoken word, a lectern with a Shure SM58 or Shure Headset – wireless microphone; CD player; 1/8-inch cable to connect iPod-style devices

Small Multimedia package: This package must be set-up and taken down by a qualified FBCA A/V technician or sound mixer, and an adult must oversee it at all times during an event.

Includes: a Mackie 8 channel mixer, with Shure SM58 (wired or wireless) microphones and stands; 2 Turbo Sound 12-inch powered speakers on stands; on stage 14ft x 7ft dropdown screen; a high-quality video projector with audio outputs to the mixer. (Client must bring their own playback – DVD or laptop.)

Full Multimedia package: This package must be set-up, taken down, and attended by a qualified FBCA A/V technician or sound mixer at all times during an event. This includes full load-in to load-out.

Includes: an A&H QU-16 digital mixer; full microphone inventory and D.I.'s; Turbo Sound 12-inch powered speakers with an 18-inch Sub; 4 powered 10-inch stage monitors; a simple DMX-LED lighting system.

FBCA RENTAL REMINDERS

DECORATIONS

Use only painters' tape to adhere items to walls or floors. Do not use other tapes, tacks, or staples.

SECURITY

Security of the building is your responsibility during your event. Appropriate keys will be provided to you as arranged with the FBCA Rental Agent. You will be charged a \$10 replacement fee for any lost key.

POST-EVENT CLEAN-UP

As agreed, the FBCA hall, equipment, and grounds must be left clean, tidy, and in good repair.

Cleaning supplies and the trash dumpster key are located in the janitorial room in the northeast corner of the Main Hall, with appropriate cleaners also in the Kitchen.

Cleaning checklist (check off as applicable):

- CLEANING/DISINFECTING PER CURRENT FBCA PRACTICES**
- All Thermostats returned to posted temperature**
- All floors of all areas used swept and washed of any spillage
- All garbage placed in outside trash dumpster
- All recycling removed by renter for disposal off-site
- Refrigerator(s) cleaned of any spillage
- Oven/range turned off and cleaned of any spillage
- All toilets flushed
- All lights off
- All doors locked

**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. For events serving alcohol, a minimum \$5 million (\$5,000,000) extra liability insurance must be provided.

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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