



Halkirk Rec Grounds

Rental Agreement

County of Paintearth
Box 509
#1 Crowfoot Drive, Crowfoot Crossing
Castor, AB T0C 0X0

Association: _____

Application Date: _____

Date of Function: _____ Type of Event: _____

Person in Charge of Event: _____

Phone Number: _____

Mailing Address: _____

Email Address: _____

Number of People Expected: _____

Liquor Served: Yes or No

Host Liability Insurance: Yes or No (attach copy)

Community Organizations that are based in Halkirk will have the rental fees waived for use of the Recreation Grounds.

The County will supply on-site washrooms with a minimum of paper supplies, garbage bags etc. Renter must supply own cleaning supplies.

The Renter is responsible for cultivation and tilling of the Rodeo Grounds and Renters are to clean up manure/straw etc. left on grass areas after the event.

Recreation Grounds	Damage Deposit Amount	Rental Amount	
Washrooms	\$100.00	\$100.00	
Concession **	\$100.00	\$100.00	
Rodeo Arena	n/a	\$100.00	
Pole Shed – Family Reunions/Anniversary etc.	\$50.00	\$50.00	
Pole Shed Events	\$100.00	\$100.00	
Ball Diamond	No Charge	No Charge	
Total			

** If the Washrooms are rented, the Renter may access the Booth but only for the use of the cooler and sink.

All renters are responsible to leave the facilities clean. Damage Deposits will be returned to Renter if no damage to facilities and facilities are left clean.

Pole Shed Occupancy – 200 fixed seats and 150 Licensed Events

WAIVER:

**THIS DOCUMENT MUST BE PROPERLY COMPLETED AND SIGNED OR THE FACILITY NOTED BELOW WILL NOT BE AVAILABLE FOR RENT OR USE BY THE RENTER.
BY SIGNING THIS DOCUMENT THE RENTER WAIVES CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. RELEASE, WAIVER INDEMNITY, WARRANTY AND ASSUMPTION OF RISK.**

(_____) has entered into a RENTAL AGREEMENT with the County of Paintearth for the rental on _____ of the facilities chosen on the rental agreement from the County of Paintearth.

The RENTER hereby confirms and acknowledges that the County of Paintearth does not in most cases provide security for the Facilities.

The RENTER hereby confirms and acknowledges that use of the Facility involves inherent risks and dangers' including loss of property and damage to property and the RENTER freely accepts and assumes all risks of the possibility of property loss and property damage or loss resulting there from. In consideration of the County of Paintearth permitting the RENTER to rent the Facility the RENTER agrees as follows:

1. The RENTER does hereby release, remise and forever discharge, and agrees to indemnify and save harmless the County of Paintearth its executives, directors, officials, employees, agents, servants and representatives (hereinafter referred to as "the Releasees") from and against all claims, actions, costs, expenses (including legal expenses and costs on a solicitor and his own client basis) and demands made by anyone in respect of property loss or property damage or loss resulting here from, howsoever caused, arising out of or in connection with or during the use of the Facility and notwithstanding that the same may have been caused by contributed to or occasioned by the negligence, breach of contract, breach of a common duty of care such as an occupier of premises, or otherwise, of or by the Releasees or any of them.
2. The RENTER waives any and all claims in respect of loss or damage to any property the RENTER has or may have in the future against the Releasees.
3. The RENTER agrees to assume all risks to property, both known and unknown, and all consequences thereof, arising out of or in connection with the use of the Facility.
4. The RENTER, including its officers, volunteers, agents, employees and invitees will adhere to all rules, regulations, policies and conditions regarding the Facility as exist from time to time.
5. This document is binding upon the successors and assigns of the RENTER. The RENTER has read this document and agrees to be bound by its terms.

The RENTER further understands that it is compulsory and mandatory that this document be fully completed and signed as a condition precedent to the lease of the Facility and accepts / agrees to abide by the terms on page attached.

Date: _____

Renter(Print): _____

Renter(Signature): _____

Rental Agreement accepted by the County of Paintearth

County Representative (Print): _____

County Representative (Signature): _____

APPLICATION / PAYMENT:

- ✓ Agreement must be completed and signed before keys are given.
- ✓ Any damages/cleaning fees to the facility will be charged back to the renter.
- ✓ Cheques should be made payable to the County of Paintearth.

INSURANCE/LIABILITY:

- ✓ The RENTER will carry their own personal liability insurance required for their event and name the County of Paintearth as coinsured on that policy;
- ✓ The RENTER will sign a waiver and shall assume all liability relating to the event and agrees to hold County of Paintearth exempt from any and all claims.
- ✓ County of Paintearth will not be held responsible for any manner of loss or damage that may occur to property or persons during the RENTER/S event.
- ✓ The RENTER is responsible for all their materials and should take adequate security measures at their own discretion.
- ✓ The consumption of alcohol is only permitted in accordance with the liquor laws of the Province of Alberta on County of Paintearth grounds; users must provide a copy of Host Liability Insurance.
- ✓ County of Paintearth may, at its sole discretion require user groups to have present at their event, safety or other specialized equipment or medical or security personnel.
- ✓ Events oriented to minors must be adequately chaperoned by one or more responsible adults who will assume responsibility for meeting the terms of the County of Paintearth user policies.

DAMAGES:

- ✓ If the RENTER causes damages to the County of Paintearth facilities, County of Paintearth will assess the damages and the RENTER will be responsible for all costs of the repairs.
- ✓ County of Paintearth will invoice the RENTER for the cost of damages and the RENTER hereby agrees to pay that amount upon receipt of an itemized list of the damages and their cost to repair.

GROUPS/FACILITIES:

- ✓ The RENTER, at the conclusion of the event must leave all facilities used in clean condition. If any additional cleaning is required a charge will apply and is at the discretion of the County of Paintearth.
- ✓ Section #38 of the Public Health Act Food Regulation will be adhered to; animals are prohibited in establishments where food is prepared, stored or offered for sale, this does not apply to a guide dog used by a person who is hearing or vision impaired.
- ✓ No smoking within the facilities.
- ✓ The renter must abide by the facility occupancy loads
- ✓ No open fires permitted on grounds. Fire Pits only.
- ✓ Illegal or dangerous activities that are potential risks for property damage are prohibited on County of Paintearth grounds.
- ✓ All grounds accessories ie: garbage cans used during the event must be returned to its original location upon completion of the activity.
- ✓ Keys will be returned at the end of the post-function inspection.
- ✓ Renter or appointed individual locking up is to check the building to ensure all doors are secure, all lights are turned off and no fire hazards remain.