



## The Orchards Rental Agreement

### RENTAL INFORMATION

Contact Name:		Address:	
Email:		Telephone number:	
Date/Time of Event:		Number of guests:	
Room(s) Rented:			

#### Rental Requirements: There are 4 requirements that must be met in order to secure your booking:

- Signature on Rental Contract.**
- Full Payment - due upon receipt of Rental Agreement.**
- Damage Deposit – \$500.00 Cheque made out to The Orchards Residents Association. If the rental is clear of violations, the deposit will be shredded after 48 hours up to the discretion of the Rental Coordinator or designate. Damage deposit can be used for any damage to walls, doors, bathrooms, kitchen and interior/exterior building facilities. All damage deposit deductions will be at the discretion of the Rental Coordinator or designate. Renter must complete a Post-Rental inspection with an ORA staff member. Failure to complete the inspection will result in a Non-Contest should any damages be identified.
- Insurance Information - Orchards Residents Association's insurance policy does not cover private rentals; therefore, we require third party liability insurance information from the renter.
  - Special/private events can use their homeowners Insurance (Provider's Name, Policy number, Expiry Date)
  - Special/private events with or without liquor – please obtain PAL insurance through [www.palcanada.com](http://www.palcanada.com)

#### Bookings/Holds:

- Bookings are on a first come first serve basis. We can hold your preferred date for two (2) days.
- Block bookings are not permitted, unless authorized by management.
- Residents can book 1 year in advance (full year-in-advance bookings can be made on the 1st of the month of the previous year) while non-residents can book 11 months in advance.
- A staffing fee of \$150.00 will apply for all rentals that are booked past 9:00pm in addition to the room rental rates.
- Use of the Orchards Residents Association building, banquet hall and multipurpose rooms are restricted to 12:00am and the premises must be vacated immediately.
- The renter or contact person whose name resides on the rental agreement must be at least 18 years of age and must be in attendance for the entire event. The renter is responsible for their guests.

#### Changes to Rental Agreements/Cancellation Policy:

- All changes (extending time, room, or rescheduling) must be done in writing at least 2 weeks prior to the rental date. Changes will be made based on availability and at the discretion of the Rental Coordinator. A \$15.00 admin fee may be applied.
- All cancellations must be made in writing – email [reception@orchardsra.ca](mailto:reception@orchardsra.ca)
  - 75% Refund - If rental is cancelled more than 3 months prior to the rental date
  - 50% Refund - If rental is cancelled between 2-3 months prior to the rental date
  - No Refund - If rental is cancelled less than 1 month prior to the rental date
  - Refunds may be issued in the form of an account credit to use towards a future rental within the year of the original rental date or in the form of a cheque. All refunds issued by cheque are subject to a \$15 administration fee.
  - No refunds for outdoor bookings. Stored credit for a future booking may be issued with GM approval.

#### Additional Charges:

- Failure to leave by your contract end time will result in a penalty of \$50.00/every 15 minutes. Any rental commencing prior to the contract start time will be charged \$50.00/every 15 minutes.
- Cigarette butts found anywhere on the property will result in a \$75.00 charge per cigarette butt.
- Damaged Chairs will result in a \$40.00 charge per chair.
- Damaged Tables will result in a \$150.00 charge per table.
- Room rentals found to have used confetti during their event will result in a \$100.00 fine.
- All returned cheques will be charged a \$50.00 NSF fee.
- Failure to complete outlined cleaning requirements will result in a \$500 charge.



**Facility Restrictions:**

- The facility may be rented for private functions only. Rental for public events is not permitted. Rental events cannot be advertised, charge an entry fee, or market or sell products or services.
- Your group is restricted to the room(s) rented. Children are not to be left unattended.
- All guests must vacate the facility by the end of the booking.

**Management Rights/Misconduct:**

- ORA Personnel has full right to shut down any event if at any time there is any demonstration of unruly, inappropriate, and/or unacceptable behavior by the renter and/or any of their guests, including children, that cannot be resolved immediately. Police will be called and any future rentals will be null and void, without refund.
- Management has the right to cancel any rental agreement if it is found out that the rental is to be used for any purpose other than that which it was originally agreed to, or if you have in any way misrepresented yourself to ORA staff in order to obtain the rental.
- Management also reserves the right to change this contract and pricing without notice.

**Smoking/Fire Extinguishers/Noise Bylaw/Kitchen/Wet Bar:**

- Orchards Residents Association is a smoke free environment. The entire facility, including park areas, are non-smoking, and we request, and will enforce, strict observance of this regulation.
- There are designated smoking areas in the parking lot.
- If a fire extinguisher is activated without just cause a \$150.00 fine per extinguisher, plus any additional associated costs, will be charged to cover the costs of replacement.
- Please ensure that the doors and windows are closed after 10:00pm and that the music is turned down (as per the City of Edmonton Noise Bylaw #7255).
- Cooking is not permitted; the kitchen may be used only for storing and serving hot food.

**Music & Dancing Licensing/Alcohol:**

- Due to the Copyright Board of Canada implementing Tariff 5B and Tariff 8, the ORA is required to collect fees for rentals playing music. Please refer to: <http://www.cb-cda.gc.ca/home-accueil-e.html>
- Events with music will have a mandatory fee of \$29.81 +GST.
- Events with music for the purpose of dancing will have a mandatory fee of \$59.64 +GST.
- You must obtain a liquor permit and post it for the duration of your rental or your rental will be shut down. It is your responsibility to follow the guidelines of your Liquor Permit: [www.aglc.gov.ab.ca](http://www.aglc.gov.ab.ca).
- Alcohol is only permitted in room(s) specified on your contract. Alcohol is not permitted in the park.

**Set Up/Decorating/Clean Up:**

- Only painters tape or sticky putty is to be used for any decorating. Absolutely no scotch tape, nails, tacks or staples are permitted.
- No open flame candles allowed (must be in a secure holder).
- No smoke/ fog machines are permitted.
- No confetti, rice or bird seed of any kind is allowed on the property.
- The room rented must be left in good condition as found at the beginning of the rental period.
- You are responsible for clean-up of the room and it must be done within the time of your rental.
- At the end of your event all tables and chairs must be wiped down, litter and garbage picked up, put in garbage bags and placed in the outside garbage bins. All decorations must be taken down. Floors must be swept. Windows and doors closed. Any personal belongings, outside rented equipment or anything provided by caterers must be removed from the facility at the end of your rental.

**By signing this agreement, you agree to the rules and expectations of renting with the ORA and acknowledge the right for the ORA to cancel your event if these policies are not followed.**

\_\_\_\_\_ / \_\_\_\_ / \_\_\_\_\_  
Renter Signature month/date/year

\_\_\_\_\_ / \_\_\_\_ / \_\_\_\_\_  
ORA Representative Signature month/date/year

## The Orchards Damage Deposit

I understand that a **Damage Deposit cheque** is required for the date(s) of my rental.

This cheque will not be cashed but shredded at the discretion of the Rental Coordinator, if the Post-Rental checklist has been completed, if the hall is cleaned satisfactorily, there is no damage and the building is vacated on time.

**Date(s) and Time(s) of Event:** \_\_\_\_\_

I understand this damage deposit is kept after my booking in case of unforeseen damages, additional cleaning, or failure to adhere to the Rental Agreement during a booking.

***Please check which applies:***

- Indoor Booking Deposit Amount: \$500.00
- Outdoor Booking, using ORA BBQ pits: \$50.00
- Outdoor Booking, using personal BBQ (please make sure you are doing your due diligence to have a protective catch basin under your personal BBQs): \$500.00

1. If the rental is clear of violations, the deposit will be shredded after 48 hours or at the discretion of the Rental Coordinator. If reason is found to have your damage deposit processed, the Orchards Residents Association will notify the Host within 2-3 business days after your rental.
2. Damage deposit can be used for any damage to walls, doors, linens, bathrooms, kitchen and interior/exterior building facilities. All damage deposit deductions will be at the discretion of the Rental Coordinator.
3. Renter must complete a Post-Rental inspection with an ORA staff member. Failure to complete the inspection will result in a Non-Contest should any damages be identified.

### **Insurance Information**

Orchards Residents Association's insurance policy does not cover private rentals; therefore, we require liability insurance information from the renter.

- Special/private events can use their homeowners Insurance (Provider's Name, Policy number, Expiry Date)\*
- Special/private events with or without liquor – please obtain PAL insurance through [www.palcanada.com](http://www.palcanada.com)

**Provider's Name:** \_\_\_\_\_

**Policy Number:** \_\_\_\_\_

**Expiry Date:** \_\_\_\_\_

\*Renters are advised to double check with their home insurance carriers/brokers as some homeowner's policies exclude liability at rented facilities.