

# **The Orchards Rental Agreement**

Renters Name	Contact Name	
Address	Email	
Phone	Date/Time	
Number of Guests	Room(s) Rented	
Event Type		

COVID Restriction effective September 4, 2021 – Masks must be worn in all common spaces, hallways and washrooms. Exemptions to the mandate include: Children under the age of 2, people with qualifying underlying medical conditions, and people eating and drinking while in their rented hall.

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

- 1. Signature on this Rental Contract.
- 2. Full Payment due within 48 hours of the approved booking request and receipt of the Rental Agreement.
- 3. Receipt of the Damage Deposit. A \$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. The damage deposit can be used for any damage to walls, doors, bathrooms, kitchen and interior\exterior building facilities as well as any other property damaged as a result of the actions taken by the renter or their guests. All damage deposit deductions will be at the discretion of the Rental Coordinator or designate. Renter must complete a Pre and Post-Rental inspection with an ORA staff member. Failure to complete the inspection will result in a Non-Contest should any damages be identified. If reason is found to have your damage deposit processed, the Orchards Residents Association will notify the host within 2-3 business days after the rental.

I understand this damage deposit may be retained by the ORA 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:

0	Indoor	Booking	Deposit Amount:	\$500.00

- O 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
- 4. Insurance information: The Orchards Residents Association's insurance policy does not cover private party rentals; therefore; we require third party liability insurance information from the renter. INDOOR BOOKINGS ONLY
  - Special/private events can use their homeowner's insurance if their policy includes coverage for third party liability to cover the event.
  - Special/private events with or without liquor: Insurance can be obtained through any insurance provider to whom the renter chooses. For convenience, insurance can be obtained through DUUO insurance online.

insurance information	
Insurance Provider's Name:	
Policy Number:	Expiry Date:

#### **Bookings/Holds:**

- Bookings are on a first come first serve basis. We can hold your preferred date for up to two (2) days.
- Block bookings are not permitted, unless authorized by management.
- A staffing fee of \$150.00 will apply for all rentals that are booked past 9:00 pm in addition to the room rental rates.
- The Orchards Residents Association building, banquet hall and multipurpose rooms must be vacated by 12:00 am unless booking through a wedding package, then the premises must be vacated by 1:00 am (wedding package only available on weekends)
- Access to the outdoor amenities is prohibited past 9:00 pm.
- The person booking the event 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 the Rental Agreement/Cancellation Policy: Some exceptions made due to COVID restrictions - please inquire

- All changes (time, room, or scheduling) 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 apply.
- All cancellations must be made in writing by emailing <a href="mailto:reception@orchardsra.ca">reception@orchardsra.ca</a>
- 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.
- 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 charges \$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 charges a \$50.00 NSF fee.

### **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 the renter has in any way misrepresented themselves to the 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 the doors and windows must be closed after 10:00pm and the music must be 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.

#### Alcohol:

- Covid Restriction effective September 4, 2021 A booking that holds a Special Events License is phrohibited from serving liquor after 10 pm and must ensure that liquor consumption at the event ends at 11 pm.
- If serving alcohol of any kind, the renter 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: <a href="www.aglc.gov.ab.ca">www.aglc.gov.ab.ca</a>.
- 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, throwing 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, equipment, rented décor or furniture, or anything provided by caterers must be
  removed from the facility at the end of your rental (unless morning pick up approved at Rental Coordinators
  discrestion).

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.						
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Renter Signature	month/date/year	ORA Representative Signature	month/date/year			

