

Cheadle Community Association

Box 28, Site 3, RR1, Strathmore –Alberta, T1P 1J6

(Hereinafter referred to as “Owner”)

Statement of Rights, Responsibilities and Liability for Renters

1. **Rights and Responsibilities of the Renter:** the Renter agrees to use the Cheadle Hall (the “facility”) only according to the rental period and purpose as stated in the “Facility Rental Agreement”
2. The Renter will, at all times, indemnify and save harmless the Owner, and its directors, officers and agents, from and against all actions, claims, demands, suits, proceedings, damages, costs(including without restricting the generality of the foregoing, legal costs on a solicitor/client basis), and any further associated expenses that have been brought, made or incurred by or against the Owner, and its directors, officers and agents, by reason of, or arising out of, or in any way related to the Facility by the Renter, its agents, invitees or contractors except where the action, claim, demand, cost or expense was caused by intentional acts or gross negligence of the Owner.
3. The Rental Agreement may not be assigned, in whole or in part, by the Renter without the express written authorization of the Owner.
4. The Renter will not permit any damage to occur to the Facility and will leave the premises in the same condition or substantially the same condition as when the Renter entered the Facility for the Function.
5. In the event the Function is to serve alcoholic drinks, it is the responsibility of the Renter, at its sole cost and expense, to arrange for and ensure that a Party Alcohol Liability Policy of Insurance has been arranged for and forward to the Owner prior to the Function. The Renter agrees that the insurance policy referred to herein will name the Cheadle Community Association as well as Wheatland County as an additional insured on the said policy as their interest may appear and a severability of interest clause or a cross-liability clause. All policies will contain an undertaking by the insurers to notify the Owner, in writing of any material change, cancellation or termination of any provision of any policy, not less than thirty days prior to the material change, cancellation or termination thereof.

6. **Rights and Responsibilities of the Owner:** During the Function, the Owner will permit the Renter to use the Facility for permitted activities and for no other purpose whatsoever, subject to the terms and conditions set forth herein.
7. The Owner will retain control of the Facility and the Owner will not unreasonably interfere with the Renter's use and enjoyment of the Facility. The Facility will be available to the Renter's agents, servants, employees and invitees in accordance with the policies of the Owner relating to such use.
8. In the event the Renter undertakes or permits any activity within the Facility or the Facility grounds, which activities may be a nuisance or cause property damage or may cause personal injury, or in the event the Renter is in default of any of the terms and conditions herein, the Owner may terminate this agreement immediately.
9. The Owner, its directors, officers and agents will not be liable for any theft, loss or damage of property of the Renter, its agents, employees, servants or invitees, however so caused.
10. **Payment of Rent:** The Rental Amount is due on the date of the function and should be provided to the Hall manager upon request. The Rental Amount will be as agreed upon between Owner and Renter as stated in the Rental Agreement.
11. **General Provisions:** The terms and conditions set forth in the Facility Rental Agreement as well as in this Statement constitute all of the terms and conditions of the Rental Agreement, and there are no terms, conditions, covenants, agreements, representations or warranties, either express or implied, arising between the parties hereto except as expressly set forth herein.
12. The Rental Agreement will ensure to the benefit of, and are binding upon the parties hereto, their respective heirs, successors, and permitted assigns.