

702 Bernard Avenue  
Kelowna, BC V1Y 6P5

p. 250.860.4074

w. leccfo.org

e. info@leccfo.org

## TERMS & CONDITIONS

Please carefully read and review the terms and conditions of this Agreement (pages 3 to 5).

## CHECK LIST

- Sign and return the Rental Agreement
- Pay the Reservation Deposit to confirm your rental.
- Provide Proof of Insurance for an inclusive limit of 2,000,000, mentioning the Centre Culturel Francophone de l'Okanagan as an Additional Insured.
- If alcohol is being served at the event, provide a copy of the Liquor License at least 5 business days prior to the event.
- Pay the balance of the Rental Fees at least 15 working days before your event.
- Pay the Damage Deposit at least 15 business days before your event (refundable after your event) - by cheque only.
- Promoting the event. Please remember that the Renter may only use the CCFO civil address (702 Bernard ave) on their promotional material. The Renter may not use CCFO's name or initials.

## PAYMENT METHODS

Credit Cards or Cheque

# FACILITY RENTAL AGREEMENT

## CONTACT INFORMATION (Hereinafter referred to as the Renter)

Organization/Business name:

Contact name:

Phone:

Email:

Address:

City:

Postal code:

Additional Contact :

Additional Contact - Phone:

## EVENT INFORMATION

Event name :

Event description:

Alcohol served: YES

NO

## FACILITY - RENTAL REQUEST (see fees on page 2)

Space needed: Main hall Kitchen Main hall + Kitchen

Equipment needed:

Sound system

Tables (up to 16)

Projector and screen

Lights

Benches (up to 14)

Start Date:

Start Time:

End Date:

End Time:

The start and end time must include set-up, teardown and cleaning.

The Renter agrees that this Agreement is not transferrable, no other event or purpose shall be substituted for this purpose, and this will be the only use of the facility, and this use will be in lawful, proper manner and will not breach any local by-laws.

## RENTAL - COST

### OFFICE USE ONLY

SPACE	BUSINESS	NON-PROFIT	TOTAL FEES
<b>Main hall</b> 1541 sq ft meeting hall + 198 sq ft stage. The space has a maximum capacity of 128 persons. Its rental includes 4 round tables and 40 chairs.	\$70/h or \$500/day	\$50/h or \$350/day	
<b>Kitchen</b>	\$60/h or \$400/day	\$40/h or \$300/day	
<b>Main hall + Kitchen</b>	\$120/h or \$900/day	\$80/h or \$600/day	
<b>Extra fee after 8:00 pm</b>	\$5/h		
<b>EQUIPMENT</b>			
<b>Sound system</b> (Yamaha Stagepas 400i) - Portable sound solution, composed of two 400W speakers and a detachable mixer.	\$60/h		
<b>Lights</b> - 4 professional RGBWA led lights	\$40/h		
<b>Screen and projector</b>	\$10/h		
<b>Tables 6" - Foldable</b> (Set of 16)	\$30/h		
<b>Benches - Foldable</b> (Set of 14)	\$20/h		
<b>TOTAL</b>			
<b>TAXES</b>	5% GST		
<b>GRAND TOTAL</b>			

## FEES - PAYMENT

### OFFICE USE ONLY

	DEADLINE	FEES	RECEIVED
<b>RESERVATION DEPOSIT (NON-REFUNDABLE)</b> This deposit will go towards your rental fees and confirms your booking. 1) 50 % of the total rental cost or 2) if the entire rent sums up to \$200 or less, the entire rent must be paid in full at time of booking.	ASAP to confirm your booking and reserve the requested date and time.  The booking can only occur once the reservation deposit has been received.		
<b>DAMAGE DEPOSIT</b> The damage deposit will be returned entirely after the rental if no damage or additional costs encountered as per this Agreement. 1) \$250 : if you plan an event without alcohol or liquor license or 2) \$500 : if you have a liquor license and plan to serve alcohol during the event	Minimum 15 business days before the event.		
<b>BALANCE OF RENTAL FEES</b> Rental fees minus the non-refundable reservation deposit.			

# TERMS AND CONDITIONS

## 1) ADDITIONAL COSTS

Those costs may be encountered by the Renter and deducted from the damage deposit, in any of the following cases :

- Overtime use of the facility, charged at time and a half;
- Facilities and/or rented material left in damaged/deteriorated or any other conditions than reasonably clean (with ordinary wear and tear). According to this agreement, the facilities and borrowed material (furniture, technical equipment etc.) has to be left clean and damage free;
- A \$250 recovery fee will be charged for smoking/vaping in and around the building, this includes the main hall, smaller rooms, bathrooms, balconies and the courtyard. City of Kelowna bylaws prohibits smoking/vaping within 3 metres of any doorway. Smoking is allowed in the parking lot only, and away from the doorway;
- CCFO encountering costs (repairs or substitution) due to any damage to the rented facilities or loss of rented equipment caused by the Renter's use and occupancy;
- CCFO having to remove equipment or large items left on the premises by the Renter without prior written consent from CCFO;
- Loss of rental income for CCFO due to damage caused by the Renter's inappropriate use and occupancy of the facilities and/or of the rented equipment ;
- Any additional costs associated with the inappropriate use of the facilities caused by the Renter's use and occupancy;
- ADT alerts (CCFO's security system), emergency responders or police coming on site resulting from the actions of the Renter's use and occupancy;
- \$50.00 fee levied against any NSF cheque.

### Additional Costs: False Alarm

There will be a 150 \$ fine per incident (an incident may be caused by one or all occurrences listed below) not closing ALL doors properly (inside as well as outside doors);

- not setting the alarm on both panels when leaving;
- not phoning ADT in the case of a false alarm happens while you are the tenant of the entire or part of CCFO's premises;
- not letting CCFO know about a false alarm.

### Royalties, Permits:

The Renter shall be responsible for all taxes, licenses, rates, duties or assessments and any copyright fees, including SOCAN fees charged or assessed against the Renter and /or CCFO in respect to the use and occupancy of the facilities by the Renter.

According to this agreement, CCFO is entitled to settle upcoming, additional costs (exceeding the herewith fixed rent for facilities and/or equipment) by directly deducting the charges from the Renter's damage deposit. The Renter will be invoiced for any costs exceeding this damage deposit in order to cover all outstanding charges. The Renter is responsible for any additional costs exceeding the amount of his damage deposit.

## 2) BOOKING & PROMOTION

- The Renter will not use CCFO's name in order to suggest endorsement or sponsorship for his event without prior written approval from CCFO;
- The Renter will only use CCFO civic address (702 Bernard Avenue, Kelowna BC, V1Y 6P5). CCFO's trademarks (name/initials/logo etc.) are part of CCFO's intellectual property and cannot be used by the Renter to promote his event without former written consent by CCFO.

## 3) CANCELLATION POLICY

- Under no circumstances will the Renter sublease or allow any other organization or individual to use the facility for the period of time the Renter has contracted for;
- Cancellation or termination of this agreement must be received by CCFO in writing via mail or email within the time frame stated below;
- Cancellation will result in the loss of the non-refundable reservation deposit;
- Any NSF cheque will void this Agreement;
- In the event that through an act of God, or acts of prohibition of any governmental authority, fire, action of the elements, strikes, civil commotion, or any other cause, CCFO is prevented from giving possession of the facility and delivering the services committed, this shall excuse such non-performance and shall justify an immediate termination of this agreement. CCFO shall repay that portion of the fees which have been made by the Renter to CCFO, but CCFO shall not be subject to any further liability for damage of loss suffered by the Renters or others.

## 4) INDEMNIFICATION & INSURANCE

- The Renter shall procure and maintain a comprehensive general liability insurance policy for an inclusive limit of not less than \$2,000,000.00, at its own expense, and cost, for the term of this Agreement. The Renter will provide a Certificate of Insurance form as evidence of their insurance and that CCFO has been mentioned thereon as an Additional Insured.

Proof of the above-mentioned insurance requirement must be received by CCFO by the start date of your rental, if not, entry and occupancy to the facility will be denied. However the Renter will be charged for all costs and fees of the Rental;

- The Renter must report to their insurance and to CCFO any personal injuries or property damage arising at any time during and/or arising out of or in any way connected with the Renter's use or occupancy of the facility;
- Hold harmless and Indemnification: The Renter shall be liable for all loss, costs, damages, and expenses whatsoever incurred or suffered by CCFO, its officers, employees and agents (the Indemnities) including but not limited to damage to or loss of property and loss of use thereof, and injury to or death of a person or persons resulting from or in connection with the event, purported event, or non-event of this Agreement, excepting only where such loss, costs, damages and expenses are as a result of the sole negligence of the Indemnities;
- The Renter shall defend, indemnify and hold harmless the Indemnities from and against all claims, demands, actions, proceedings, and liabilities, whatsoever and all costs and expenses incurred in connection therewith and resulting from the event, purported event, or non-event of this Agreement, excepting only where such claim, demand, action, proceeding or liability is based on the sole negligence of the Indemnities.

#### 5) SET-UP, DECORATION, TEARDOWN AND CLEAN-UP

- A Building supervisor appointed by CCFO to open and close the doors will be present at all times and will have access to the facility associated with the rental. The Renter is responsible for the event and the participants, and shall remain on site for the whole duration of the event, from set-up to the end of take down;
- The Renter is not permitted to drive any nails, hooks, tacks, screws, poles, stakes or other forms of fasteners into any part of the facility and shall not make or allow for any alterations of any kind therein without prior written approval from CCFO;
- The Renter agrees that no connection to water intake or electrical panels will be made without the prior written consent of CCFO;
- The Renter is responsible for leaving the facility in the exact condition in which it was rented including removal of any trash or recycling generated, and ensuring all fixtures belonging to CCFO to remain on-site in good working order;
- The Renter is responsible for any damage to the facility and/or to the rented equipment during his use and occupancy. In the event that damage occurs or excessive cleaning is necessary, the renter is responsible for any and all janitorial and/or repair fees incurred by CCFO;
- The Renter acknowledges that the deadlines in this agreement include the time to set up, take down and clean. Cleaning entails: Garbage bins must be emptied, recycling must be put into blue bags, and empty bottles must be removed. The floor must be swept and any outside debris must be cleaned up.

#### 6) EQUIPMENT AND ACCESSORIES

- The Renter acknowledges that only the equipment listed in this Agreement will be provided;
- The Renter will not remove, relocate or take any property of CCFO outside the facility for any reason without prior written approval from CCFO;
- The Renter will remove all rental equipment, personal or organizational property upon the conclusion of his event, unless other arrangements have been made in the form of a prior written approval by CCFO ;
- CCFO has the discretion to dispose of any posters, programs, stage properties or other items belonging to the Renter or anyone associated with him, left at the facility after the end of the rental period. The Renter may be billed to recover dumping fees and labour costs required for extraordinary cleaning and building restoration beyond normal requirements.

#### 7) SECURITY & REGULATIONS

- The Renter will comply with all applicable safety, fire, health and liquor regulations;
- The Renter must provide CCFO with a copy of their liquor license at least 7 business days prior to their event if alcohol is being served at the event;
- Gambling of any kind is not permitted at the facility;
- Smoking is not permitted at the facility; this is a Smoke/Vape Free Environment
- Animals are not permitted at the facility, except assistant dogs;
- There is to be no confetti inside or outside the building;
- The Renter hereby assume full responsibility for the character, acts, and conduct of all persons admitted to the facility or to any portion of the facility by the consent of the Renter or by or with the consent of any person acting for or on behalf of the Renter. CCFO maintains the right to eject any objectionable person or persons, including any or all patrons that are disorderly and exhibit behaviour that is potentially dangerous to the facility, other patrons or themselves;
- The Renter is solely responsible for supervising all individuals at CCFO facility during their event. CCFO is not responsible for providing this supervision;
- The Building supervisor will call the RCMP, at the expense of the Renter:
  - if illegal drugs are suspected;
  - If the Renter loses control of the participants;
  - If alcohol is suspected during an event without a liquor license;
- The Renter will not admit a larger number of individuals that can lawfully, safely and freely move about the facility;
- At the discretion of CCFO, public events may require professional security at the expense of the Renter.

8) MISCELLANEOUS

- If the Renter violates any part of this agreement or reports false information to CCFO, the Renter may be refused further use of the facility and the Renter will forfeit a portion of or all of the rental fee and/or deposit paid;
- CCFO reserves the right to impose additional requirements as deemed necessary to protect the facility and its integrity at the cost of the Renter;
- If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions will remain in full force and effect.

Personal information on this form is collected under the authority of the Freedom of Information and Protection of Privacy, and is necessary for the operation of CCFO's rentals. Questions about the collection of this information are to be directed to CCFO'S Executive Director, 702 Bernard Avenue, Kelowna, V1Y 6P5 – 250.860.4074.

Please read and understand all 5 pages of this Agreement before signing below.

This Agreement and any attached documents constitute the entire Agreement between the Parties. This Agreement is made in the Province of British Columbia, Canada, and its validity, construction, performance, breach and operation shall be governed by the laws of British Columbia applicable to contracts to be performed in British Columbia. This Agreement will become binding once both the CCFO and the Renter execute it. The headings of this Agreement are for convenience, and do not in any way define or limit the wording or intent of any provision of this Agreement. No modification or amendment of this Agreement shall be binding unless made in writing and signed by both parties.

I am an authorized agent of the organization or individual submitting this 5 page Agreement.

The information provided in this Agreement is true and correct. I have read and understand all Terms & Conditions of this Agreement and agree to all aforementioned Terms & Conditions related to the use of the rental facility.

RENTER:

---

PRINTED NAME :

SIGNATURE :

DATE :

CCFO - APPROVAL (OFFICE USE ONLY):

---

CCFO REPRESENTATIVE :

SIGNATURE :

DATE :