



Cochrane & District Agricultural Society (CDAS)

RENTAL POLICIES & RULES

The RENTER agrees to abide by and conform to all POLICIES & RULES. It is the CDAS's responsibility to manage the organization of the facility. Any matters not specifically provided for in this agreement will be decided and dealt with at the sole discretion of CDAS.

AGREEMENT/PAYMENT:

1. Agreement package must be completed and signed to confirm booking.
2. Refundable Damage/Cleaning Deposit is required for rental.
3. 50% of total rental + damage/cleaning deposit is due with agreement & balance is due 2 weeks prior to scheduled event.
4. Cheques should be made payable to: Cochrane & District Agricultural Society
5. The following terms apply to cancellations: All cancellations prior to 14 days of the event will be subject to 10% Administration charge, all cancellations after 14 days prior to event will forfeit all monies.

INSURANCE/LIABILITY:

1. The RENTER will carry their own personal/general liability insurance required for their event.
2. The RENTER will sign a waiver and assume all liability relating to event and agrees to hold CDAS exempt from any and all claims.
3. CDAS will not be held responsible for any manner of loss or damage that may occur to property or persons.
4. The RENTER is responsible for the security of all of their materials. CDAS is NOT responsible for any loss or damage. CDAS does NOT provide security.
5. Consumption of alcohol is only permitted in accordance with the liquor laws of the Province of Alberta; you must obtain approval from CDAS prior to obtaining a liquor license for your event.
6. CDAS may, at its sole discretion require RENTERS to have present at their event, safety or other specialized equipment or medical or security personnel.
7. Events oriented to minors must be adequately chaperoned by one or more responsible adults who will assume all responsibility for meeting the terms of CDAS policies & rules.

DAMAGES:

1. Any damages or losses caused to CDAS property during the RENTERS occupation will be the RENTERS expense & responsibility.
2. CDAS will invoice the RENTER for the cost of damages in excess of the damage deposit and the RENTER hereby agrees to pay the amount upon receipt of an itemized list of damages and their cost to repair.

GROUPS/FACILITIES:

1. The RENTER at the conclusion of the event must leave all facilities in **clean condition**. All manure droppings, shavings and garbage must be put in proper receptacles provided. If any additional cleaning is required a charge will apply and is at the sole discretion of CDAS.
2. Heat will be provided to the indoor arena at sole discretion of CDAS. The thermostats are set at 4 degrees in alleyways & 2 degrees in arena. Additional heat can be provided at an additional charge.
3. No Dogs, except with CDAS approval.
4. No Smoking. (as ordered by Town of Cochrane By-Law)
5. RENTER must abide by facility occupancy loads.
6. Illegal or dangerous activities are prohibited.

ADDENDUM:

1. Any RENTER in violation of policies may be excused from using the facility at CDAS discretion.
2. CDAS reserves the right to refuse any potential renter at their discretion.
3. Transference of the agreement is prohibited.
4. Offensive behavior displayed to either members of the public or CDAS staff will not be tolerated.
5. No signage can be hung, covered or removed with out CDAS approval.
6. As a non-profit agricultural organization: CDAS supports & encourages the involvement of agricultural based activities and events.

By signing this agreement you have read, acknowledged & agreed to terms and policies set out.

Company /User Group/ Client Name: _____

Authorized Signature: _____

Printed Name of Signature: _____

Date: _____

WAIVER – CDAS Commercial Booking

This document must be properly completed and signed or the facility 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 & ASSUMPTION OF RISK

Cochrane & District Agricultural Society (CDAS)

(Name of RENTER): _____ has entered into a RENTAL AGREEMENT with the CDAS dated _____ for the rental on _____ of the facilities on the rental agreement from the CDAS. The RENTER hereby confirms & acknowledges that the CDAS does not provide security for the facilities. The RENTER hereby confirms & acknowledges that use of the facility involves inherent risks and dangers' including loss of property and damage to property and the RENTER freely accepts & assumes all risks of the possibility of property loss and or damage or loss resulting there from. In consideration of the CDAS 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 Cochrane & District Agricultural Society, its executives, directors, officials, employees, agents, servants and representatives (hereinafter referred to as "the Releasees") from and against all claims, actions, costs, expenses, legal fees and demands made by anyone in respect of property loss or damage or loss resulting here from, howsoever caused, arising out of or in connection with or during the use of the facility notwithstanding that the same may have been caused by contributed to or occasioned by the negligence, breach of contract, breach of common duty of care 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 & 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 they exist.
5. This document is binding upon the successors & 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 & mandatory that this document be fully completed and signed as a condition precedent to the lease of the facility.

In witness whereof this agreement has been executed by the duty authorized signing officers of the RENTER

This _____ day of _____ 20_____.

Name of RENTER/USER GROUP/CLIENT:

Signature: _____ **Print:** _____

Witness: _____ **Print:** _____