

Copper Club Rental Agreement

This Rental Agreement is hereby made between the Condominium Corporation No. 0912021 ("Copperwood") and

Resident Name _____ Unit# _____
("Resident")

Resident Phone number: _____

Date for the rental of the Copper Club _____

Resident Email _____
Address:

Type of Function ("Event") _____

Specify Time Required: _____

Date and time of Event ("Event Period"): _____

ARTICLE 1
Rental Conditions

1.1 Copperwood grants the Resident the sole and exclusive right and privilege to use that portion of the condominium property designated as the Copper Club ("**Premises**") for the Event Period on the basis of and subject to compliance with the terms of this Agreement.

1.2 This Agreement shall be terminable by Copperwood immediately at any time on notice to the Resident in the event that the Resident is in default of any term or condition of this Agreement, or in the event the Resident has not provided Copperwood with the Rental Fee and the Damage Deposit.

1.3 Due to liability issues, in the event that the Resident is a tenant of the unit set forth above, the owner of the unit must sign this Agreement or by written notice to the Booking Agent, approve of the Resident signing this Agreement.

1.4 In order for an owner of a unit to book the Copperwood Club, the owner must not be in arrears and in good standing as to its condominium fees and any other fees payable with respect thereto.

ARTICLE 2
Copper Club Fees

Rental Fee (non-refundable) \$75.00 ("Rental Fee")
Damage Deposit (Refundable) \$200.00 ("Damage Deposit")
To be paid in two (2) separate cheques payable to the **Copper Club**

2.1 Payment of the Rental Fee and the Damage Deposit shall be made by the Resident at the time of executing this Agreement and delivered to the Copper Club booking agent as designated by Copperwood from time to time ("Booking Agent").

2.2 The Booking Agent may deduct from the Damage Deposit, any amount that the Booking Agent deems necessary to provide for:

- (a) repairing any damage to the Premises, including the building, fixtures, furniture, appliances and any other items licensed pursuant to this Agreement or any other damage whatsoever (including without limitation, damage relating to Articles 6 and 7 hereof), which damage may have been caused by the Resident or any person or persons invited on the Premises by the Resident, normal wear and tear excepted;
- (b) Cleaning the Premises, if the Resident gives up possession of the Premises in such condition that the Premises require cleaning, normal wear and tear excepted; or
- (c) Any supplies or articles missing.

ARTICLE 3
Alcoholic Beverages

Will alcohol be consumed? YES _____ NO _____

3.1 The Resident is responsible for the Premises and shall be in attendance during the Event at all times.

3.2 The Resident agrees that **NO** alcoholic beverages will be sold either by the Resident, his or her guests, employees, agents or invitees. Alcoholic beverages, supplied by the Resident or by guests of the Resident, may be consumed.

ARTICLE 4
Walk-through

4.1 A walk-through will be conducted by the Booking Agent and the Resident before and after the Event. The Damage Deposit or portion thereof, as applicable, will be returned to the Resident within a two (2) week period after the Event. Any infringements of this Rental Agreement will result in the loss of a portion or all of the Damage Deposit as determined by Copperwood and future bookings may not be granted.

ARTICLE 5
Occupancy:

5.1 The maximum capacity of the Copper Club is 50 persons with tables and chairs *until otherwise determined by the fire chief*. The Resident shall not allow such occupancy limit to be exceeded at any time during the Event.

ARTICLE 6
Smoke Free:

6.1 All common areas in Copperwood are smoke free and it shall be the Resident's responsibility to ensure that all attendees, invitees or guests comply with this requirement. Smoking is allowed on the patio. Please provide your own ashtrays and ensure that they are safely emptied after the Event. Should the Booking Agent discover evidence that the Resident or its attendees, invitees or guests have been smoking in the common areas, the Resident will be responsible for paying \$250.00 as liquidated damages for all

repair costs to remove all indications of smoking, and the Resident may be restricted from using or renting the common areas in the future.

ARTICLE 7

Pets:

7.1 Under no circumstances are pets permitted in the Copper Club, on the patio, or outside areas of the Copper Club. Should the Booking Agent discover evidence that the Resident has allowed pets in the Copper Club or on the patio, the Resident will be responsible for paying \$250.00 as liquidated damages for all repair costs to remove all indications of the presence of pets, and the Resident may be restricted from using or renting the common areas in the future.

ARTICLE 8

Requirements:

8.1 The Resident covenants and agrees that it will utilize the Copper Club in a reasonable and appropriate manner and strictly adhere to any further use restrictions, rules, regulations including the City of Calgary Bylaws and other requirements as set forth in this Agreement.

8.2 The Resident is responsible to leave the Copper Club in the same condition prior to use. This includes the following:

- Ensure that the Copper Club kitchen, the downstairs washrooms and the Premises utilized for the Event are in a clean and tidy condition.
- Return any furniture to the original position's.
- Turn off all lights.
- Empty, with care, ashtrays or other receptacles.
- Remove all garbage from the Premises.

8.3 Food and beverages are only permitted in the downstairs area of the Copper Club, the Resident shall not allow food or beverages to be consumed in any other areas of the Copper Club.

8.4 The Resident will not take nor permit any guest to take food or beverages in any other portion of the common areas of the Premises.

8.5 The Resident shall not use nor permit any guest to use the building for commercial or business purposes.

8.6 The Resident shall not permit guests in the upstairs Fitness Room.

8.7 The Resident shall not use nor permit any guests to use barbeques on the patio or in the Premises.

8.8 The Copper Club hours for rental purposes are from 7:00 am – 1:00 am daily. The Resident shall ensure that the Premises are vacated promptly upon the completion of the Event, and in any case, prior to 1:00 am.

ARTICLE 9

Resident Responsibilities:

9.1 The Resident shall be fully and exclusively responsible for the behavior and conduct of all persons attending at or using the Premises for the purpose of the Event.

9.2 The Resident will be responsible to communicate the restrictions to their guests.

9.3 The Resident will restore the Copper Club and its furnishings to the same condition as at the time of the prior Event inspection.

ARTICLE 10

Liability

10.1 The Resident shall be solely and exclusively responsible and liable for any property damage, vandalism or theft to Premises, the patio, the condominium building, the elevators or lobby area therein, which occurs directly or indirectly as a result of or in connection with holding the Event, whether such damage occurs by the Resident's employees, invitees, guests or other unidentifiable persons. The Resident shall be exclusively responsible at its sole cost for the immediate and prompt cleanup of the Premises, including removal of any decorations, and cleaning of any equipment or other facilities within the building utilized in connection with the Event. The Resident is responsible to ensure that the Premises and all other areas of the building used in connection with the Event are left in the same condition as when made available prior to the Event.

10.2 Copperwood, and any subsidiary, agent, servant, employee, property manager, or other person for whom Copperwood is responsible at law, shall not be liable to the Resident or any employee, invitee, or guest while using the Premises or accessing same through the building in respect of any personal injury, property damage, theft, or other loss or liability whatsoever.

10.3 The Resident hereby indemnifies and holds harmless Copperwood and any subsidiary, agent, servant, employee, property manager, or other person for whom Copperwood is responsible at law, from any and all demands, claims, actions, causes of actions, suits, debts or other liabilities of every kind and description which relate to this Agreement or arising directly or indirectly in connection with the use of the Premises, including but not limited to any claims resulting from the consumption of or serving of alcohol during the Event.

ARTICLE 11

General

11.1 The Resident acknowledges and agrees that it has no right to assign or sublease this Rental Agreement or any entitlement it may have herein to utilize the Premises.

11.2 I, the undersigned, have read the above Rental Agreement and will abide by all stated requirements. I understand that any discrepancy, damage or violation of these requirements by myself or any of my guests may result in the loss of my damage deposit, and /or the suspension of future use privileges.

For any other questions, please contact the Booking Agent: Colleen Parsons, cg.parsons@live.com or cell (403)836-5833.

IN WITNESS WHEREOF the parties have executed this Rental Agreement as of the date first above written.

Signature of Resident

Date:

Signature of Booking Agent, on behalf of
Copperwood

Date:

Date Rental Fee (\$75) and Deposit (\$200) Recd. By Booking Agent

Date Deposit Returned

Recd. by
Resident

Damage deposit withheld

\$ _____

Reason

Signed by Booking Agent

Signed by Resident:
