

Bethany Athletic Society
Bethany Park Rental Agreement

THIS RENTAL AGREEMENT ("Agreement") is made by and between the Bethany Athletic Society (BAS) and the Renting Party, collectively may be referred to as "Parties".

Recitals

The BAS desires to rent out the Park, defined below, and the Renting Party desires to rent the Park on the terms and conditions as set forth below.

Terms and Conditions

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties, each of them intending to be legally bound by this Agreement, agree as follows:

- a) **Facilities.** During the term of the Rental Period, defined below, the Renting Party may have the exclusive use and enjoyment of the Bethany Park, including the restrooms, tables, chairs, lights, pavilion and field normally assigned for use by renting parties. Under the terms of this agreement, the Renting Party is **not** permitted use of the (a) the public address system, (b) canteen area, (c) garage area, or (d) any other equipment and/or utensils not specified in this paragraph.

During the term of the Rental Period, parking will be made available for the Renting Party's guests, using the Park parking lot (end of Wilson Street).

- b) **Rental Period.** The Renting Party shall have the use of the Park on _____, 20____, between the hours of _____ and _____ (the "Rental Period"). The Rental Period includes any set up time for the Renting Party's event. Arrangements are to be made with the BAS to unlock doors to the rental area, and also to lock up when the Rental Period is over.
- c) **Rental Deposit.** As part of the Rental Charge, the Renting Party shall pay the BAS a rental deposit of \$_____ - (this will ensure that the date requested is held for the event and shall be deducted from the rental fee post event) upon execution of this Agreement to secure the Renting Party's intent to rent the Park.
- d) **Damage Deposit.** In addition to the Rental Charge, the Renting Party shall pay the BAS an additional charge of \$_____ for a "Damage Deposit" which is to cover any damage or loss that may occur to the Park and/or its contents. Only after the BAS has determined that the Park, and its contents, are free of damage arising from or related to the Renting Party's rental of the Park will this, or a portion of this, be refunded. Upon demand from the BAS the Renting Party shall immediately pay the cost to repair any damage in excess of the Rental Hold/Security Deposit.
- e) **Rental Charge.** The charge for the Rental Period shall be \$_____ (with an additional damage deposit of \$_____), and paid thirty days in advance of the Rental Period, or if less than thirty days, upon the execution of this Agreement.

- f) **Maximum Capacity.** No more than 120 persons shall be permitted in the Pavilion at one time.
- g) **Noise.** Notwithstanding the length of the Rental Period, any music (e.g. disc jockeys, live bands, etc.) must promptly cease at 12:00 A.M. Excessive noise from the Renting Party's event is not permitted. It is the sole responsibility of the Renting Party to control the sound level of its event, including, but not limited to, sound from music (outside of building), audio/visual systems, and guests of the Renting Party. Failure to control the noise level may result in the closing of the Renting Party's event.
- h) **Decorations.** The only decorations permitted in the Park are those which may be placed in the Pavilion. No open flames are permitted on Park property at any time. The Renting Party shall not use any rice, bird seed, glitter or confetti of any type in the Pavilion or on the grounds outside.
- i) **Chairs, Tables and Other Equipment.** The Renting Party has the use of chairs/tables and are responsible for setting up and taking down all tables and chairs for their event.
- j) **Catering:** Catering services are the sole responsibility of the Renting Party.
- k) **Water:** All renters must be cognizant of the DO NOT DRINK THE WATER signs posted. The Renting Party is responsible for providing their own bottled water for their event.
- l) **Damage.** The Renting Party is responsible, and upon demand shall pay the BAS for any and all damage to the Park that arises from or is related to the Renting Party's rental of the Park. Upon execution of this Agreement the renter shall cover any damage or loss that may occur to the Park and its contents (property buildings/contents/etc). Only after the BAS has determined that the Park and its contents are free of damage arising from or related to the Renting Party's rental of the Park will this, or a portion of this, be refunded. Upon demand from the BAS, the Renting Party shall immediately pay the cost to repair any damage in excess of the Rental Hold/Security Deposit.
- m) **Cleaning of the Park.** The Renting Party is responsible for cleaning the Park following the Rental Period. The Pavilion, Bathrooms, and the entire premises must be cleaned to its original state by the end of the Rental Period.
- n) **Alcoholic Beverages & Smoking.** If the Renting Party intends to serve alcohol at its event, it shall obtain any licenses or permits required under applicable laws and regulations to do so and provide the BAS with copies of any such licenses or permits at the start of the Rental Period. No alcoholic beverages are to be consumed in the parking lot or off of Park property. Serving alcohol must cease at the legal time as stated in the liquor permit/license. No smoking is permitted in the Pavilion or Washrooms. Butts must not be scattered on the ground. Please provide cans for butts for your guests and dispose of them afterwards in a safe manner.
- o) **Acts beyond the BAS' Control.** In the event the Park or any part thereof is damaged or destroyed by fire or any other cause, or if any casualty or unforeseen occurrence shall render the BAS' fulfillment of this Agreement impossible, then this Agreement shall terminate, and the BAS shall pay the Renting Party the Rental Charge and the Security

Deposit. The return of the Rental Charge and the Security Deposit shall be the Renting Party's sole and exclusive remedy for the termination of this Agreement, and the Renting Party hereby expressly waives any claims for damages or compensation arising from or related to the termination of this Agreement under this paragraph.

- p) **Acceptance of Premises.** The Renting Party agrees that it has inspected the Park and that the same are in proper condition for the Renting Party's use during the Rental Period.
- q) **Scheduling.** The BAS retains the right to schedule other events in the Park both before and after the Rental Period without notice to the Renting Party.
- r) **Advertising.** Absent express written consent from the BAS, the Renting Party shall not distribute, circulate, or permit to be distributed or circulated any advertising material in or about the Park, including the parking lot.
- v) **Indemnity.** The Renting Party shall indemnify, defend, and hold harmless the BAS and its members, volunteers, and agents from and against any claims, demands, losses, costs including legal costs, damages actions and suits including, without limitation, claims for loss or damage to any property or for the death or injury of any person arising out of any act or omission of the Renting Party, its members, officers, directors, employees, guests, invitees or agents or any way relating to or occurring during the Renting Party's use of the Park.
- s) **Release and Waiver.** The Renting Party and all persons associated or connected in any way with the Renting Party including but not limited to its members, employees, volunteers, officers, directors and agents agrees that any use of the facilities will be at their own risk and they assume complete responsibility for any injury, loss, damage, expense, or cause of action occasioned in any way whatsoever by BAS and its members, volunteers, and agents and they completely release and discharge BAS and its members, volunteers, and agents from all manner of claims, demands, losses, expenses, damages and causes of action whatsoever, present or future in any way connected to the Park.
- t) **Cancellation.** In addition to any other remedy available at law or equity, either Party may cancel this Agreement if the other Party fails to comply with each and every term and condition of this Agreement. In the event that the Renting Party either (a) breaches any term of this Agreement or (b) cancels, the Rental Hold/Security Deposit shall be forfeited as liquidated damages.
- u) **Compliance with Laws.** The Renting Party shall comply with all applicable laws and regulations and shall not use or occupy the Park for any unlawful purpose or permit others to use or occupy the Park for any unlawful purpose.
- v) **Assignment.** This Agreement may not be assigned or transferred without the express written consent of the BAS.
- w) **Entire Understanding.** The Parties agree that this Agreement contains the entire understanding between them and that there are no oral or written promises, inducements, representations, warranties, covenants, undertakings or agreements whatsoever between them, except as contained herein. This Agreement cancels, annuls,

and invalidates any and all prior agreements between Parties, whether verbal or written, regarding the rental of the Park. The renter also agrees that by signing such agreement that they are informed and understand the contents of the BAS/Bethany Park rental agreement.

- x) **Access to Premises.** The BAS reserves for its members, and agents free access and right to enter any portion of the Park during the Rental Period.
- y) **Modifications.** This Agreement may not be modified or amended except through an express written agreement signed by the Parties.
- z) **Advice of Counsel.** Each Party represents that it received independent advice from counsel of its choosing to the extent deemed necessary by said Party; that each fully understands the contents of this Agreement, including the legal rights, obligations, and liabilities arising by virtue of this Agreement; and each executes this Agreement freely, voluntarily, and without reservation.
- aa) **Required Signatures.** This Agreement is not valid unless signed by a BAS Executive Board Member and the renting party.
- bb) **Binding Effect.** This Agreement shall be binding upon the parties, their heirs, representatives or assigns.

BETHANY ATHLETIC SOCIETY REPRESENTATIVE

Printed Name: _____

Title: _____

Date: _____ Signature: _____

RENTING PARTY

Name of Individual/Organization (if applicable): _____

Address: _____

Phone/Cell Number : _____

Date: _____ Signature: _____

APPENDIX 'A'
SCHEDULE OF FEES

Security Deposit payment is due upon booking. Date cannot be confirmed until payment is received.	
Security Deposit Mandatory for all rentals	\$100 (non-refundable for full day rental)
Damage Deposit Mandatory for all rentals	\$500.00 (refundable less any damages)
Park (one day only)	\$200.00
Special Misc. Functions i.e. luncheons, birthday	\$25 per hour
Cancellation Policy	
Cancellations must be made 5 days in advance of the event. Failure to do so will result in the loss of the security deposit fee. Should cancellation be a result of unforeseen circumstances, the BAS President will review each request on a case-by-case basis.	