



VENUE RENTAL AGREEMENT

This Venue Rental Agreement (hereinafter "Agreement"), executed by the undersigned parties on this ____ day of _____, 20____, constitutes an agreement under the laws of the Province of British Columbia for the rental of the lodge and permitted use of grounds managed by The Clearwater Ski Club (hereinafter "Owner").

Regarding the terms and conditions of use, the undersigned parties agree as follows:

1. PARTIES. The parties to this Agreement include the following:

Owner: The Clearwater Ski Club
Address: 566 Dunn Lake Rd, Clearwater, B.C., V0E 1N0
Phone: 250 674 3848
Email: lodge@clearwaterskihill.com

Renter: _____

Address:

Street _____

City/Town _____

Province/State _____

Postal/ZIP Code _____

Phone: _____

Email: _____

Other Renter: _____

Address:

Street _____

City/Town _____

Province/State _____

Postal/ZIP Code _____

Phone: _____

Email: _____

The above renters shall be referred to collectively hereinafter as Renter(s). Each of the renters are jointly and severally responsible for the obligations contained in this Agreement.

Credit Card Number: _____

(Held on file, only to be charged if items/facility damaged or if balance due not paid in full. Renter will be notified before any charges are made. Information shredded when balance paid in full)

Name on Card: _____ Exp Date: _____ CVV: _____

Cardholder signature: _____ Date: _____

2. GENERAL RENTAL INFORMATION

Date of Event: _____ Type of Event: _____

Contact Person(s): _____

Tel: _____ Email: _____

Number of guests attending*: _____

*Renter shall update the Owner not less than two weeks before the Date of Event of the final anticipated guest count.

Renter(s) intend to serve alcohol? Yes _____ No _____ Renters Initials _____

Renters are required to provide a copy of a valid Special Event Permit, an event insurance policy naming the The Clearwater Ski Club as additional insured, and copies of a valid Special Event Server or Serving it Right Certificate for anyone who will be serving alcohol. Alcohol to be provided by Renters, subject to Licensing regulations.

Renter Access - Set up start time: ___ Morning (9 a.m.) ___ Evening (5 p.m)

Event Start time: _____ Event End time: _____

3. RENTAL RATES AND FEES. The Renter(s) agree to pay the following rental rates and fees:

Venue Rental Rate

4hr rental (Mon - Thurs)	\$ 500	_____	initials	_____
4hr rental (Friday - Sunday & Stat)	\$ 600	_____	initials	_____
1 day rental (Mon-Thurs)	\$ 750	_____	initials	_____
1 day rental (Friday - Sunday & Stat)	\$ 800	_____	initials	_____
2 day rental (Mon-Thurs)	\$1,500	_____	initials	_____
2 day rental (Sat and Sun)	\$2,000	_____	initials	_____
3 day weekend rental (Friday to Sunday)	\$2,250	_____	initials	_____
4 day Stat rental (Friday to Monday)	\$3,000	_____	initials	_____
Dry camping (refer to item 4. Camping below)	\$ 225	_____	initials	_____

Amenities . Renter and Owner to initial all that apply:

Kitchen	\$500	_____	initials	_____
Sound system	\$250	_____	initials	_____
Upstairs Bar	\$500	_____	initials	_____
Bartender	(# _____ @\$ _____ / hr)	_____	initials	_____
Linens	\$200	_____	initials	_____
BBQ	\$100	_____	initials	_____
Benches	\$200	_____	initials	_____

Total Fees Due

Total venue and amenities rental	_____
Tax - GST at 5%	_____
Total Due	_____

Booking Deposit

A **non-refundable** booking deposit of \$1,200 is required upon contract signing to reserve the venue.

Damage Deposit

A **refundable** damage deposit of \$1,000 is required prior to access to the building or grounds. Payment may be made by e-transfer or the presentation of a credit card on which a reserved amount will be taken. The damage deposit will be refunded after the event and final walk through has been finalized.

Cleaning and repair fees. Any extra required cleaning or damage caused by renters or their guests will result in the partial or full forfeiture of the damage deposit. Cost of cleaning or repairing any such damage will be deducted from the deposit and additional charges made if necessary. Examples of items requiring charges include but are not limited to:

1. Damage to the walls, floors, or bathroom facilities.
2. The need to replace broken, damaged or lost kitchen items.
3. Additional cleaning and repair costs to restore the venue, grounds, equipment or other property to the same condition prior to Renter(s) use of the venue and Owner's property. This includes the use of confetti or any other difficult to clean items.
4. Nothing can be affixed to furniture, the building or any part thereof. The use of thumbtacks, nails, staples or any other item puncturing any surface is prohibited.
5. Smoking is not permitted anywhere inside the facility or on the deck. Smoking is permitted in designated areas only. Failure to comply with the no smoking policy may result in the forfeit of the deposit and/or additional clean-up charges.

Repairs will be charged to the credit card on file and a full accounting of levied costs will be supplied.

4. CAMPING:

The camping fee provides access to 10 dry camping spaces in the parking lot on a first come, first serve basis. Campers will not have access to the lodge and no camping amenities will be provided. The Renter assumes full responsibility for all campers. Propane fire pits are permitted. Fires are NOT allowed due to past abuse and dangerous fires. Please leave the grounds as you found them, remove garbage and extinguish fires. Any garbage clean up will result in additional fees. Campers will use the grounds at their own risk.

4. ITEMS EXCLUDED FROM RENTAL. Any item or service not identified in Section 3 is excluded from rental under this Agreement, including but not limited to:

1. Set-up or decoration of the facility.
2. Additional furniture not already present. Furniture is not to be removed from the areas it is located unless agreed to by The Clearwater Ski Club. Missing furniture or the need to relocate furniture could result in extra charges.
3. Use of the grounds outside including the disc golf course, the parking lot and the deck attached to the Lodge. Access to any exterior building, ski hill infrastructure or land is not permitted without the express written consent of The Clearwater Ski Club.
4. Use of items not included in the Agreement. Use of items not included will be considered extra and subject to a charge.

5. AWNINGS. Renters are responsible for ensuring the awnings are rolled back before leaving the building each day. If winds exceed 15 km per hour, the awning is not to be used and must be closed if in use. Loss of the remote control unit or damage to the awning will be billed to the renter.

6. CANCELLATIONS. All cancellations must be sent by email to the Owner at lodge@clearwaterskihill.com ninety (90) calendar days prior to the Date of Event in Section 2 above. Renter(s) are responsible for payment in full if the event is canceled with notice less than ninety 90 calendar days prior to the Date of Event.

7. PAYMENTS. All payments due herein shall be made in Canadian Dollars using cash, e-transfer to rentals@clearwaterskihill.com, credit card, or cheque.

- a. Cheques shall be made payable to “The Clearwater Ski Club” at P.O. Box 12, Clearwater BC, V0E 1N0.
- b. Any personal cheque returned is subject to a \$30.00 returned check fee.
- c. All payments by credit card will be subject to a three (3) percent handling fee.
- d. Total fees must be paid 90 days prior to the Date of Event. Balances not received by 90 days prior to the Date of Event will result in the rental being canceled and deposits forfeited.

10. WAIVER, RELEASE AND INDEMNITY.

The Renter agrees to waive any and all claims that the Renter has or may in the future have against the facility and its directors, officers, employees, agents, representatives and volunteers (collectively called the “Releasees”) and to release the Releasees from any and all liability for any personal injury, death, damage or loss that the Renter may suffer or incur, directly or indirectly, arising out or as a result of the use of the premises and facilities by the Renter and/or the Renter’s invitees, due to any cause whatsoever, INCLUDING NEGLIGENCE ON THE PART OF THE RELEASEES OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS LIABILITY ACT, ON THE PART OF THE RELEASEE.

To hold harmless and indemnify the Releasees from any and all liability, loss, cost damage or fine incurred by any one of them, as a result of or arising in connection with the use of the premises and facilities by the Renter and/or the Renter’s invitees; And this Release shall be effective and binding upon the Renter’s heirs, next of kin, executors, administrators, representatives and assigns.

Renters agree to obtain Commercial General Liability insurance of minimum five (5) million dollars. 30 days prior to The Date of Event, the Renter agrees to provide the Owner with an email including a copy of the insurance policy listing The Clearwater Ski Club located at 566 Dunn Lake Rd, Clearwater, B.C., V0E 1N0 as an Additional Insured party covering the full rental period with the following language:

[ENTER LEGAL ENTITIES] and their directors, officers, employees, volunteers, guides, agents, independent contractors, representatives, successors assigns and all those in law for whom they are responsible are added as Additional Insured's, in respect only to the operations of the Named Insured. This additional Insured status will be primary insurance over any other insurance available to the Additional Insured's. Waiver of Subrogation is provided for all of the foregoing.

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this Agreement to be duly executed as of the day and year written above.

FOR OWNER

_____ Date: _____
CLEARWATER SKI CLUB AUTHORIZED REPRESENTATIVE Signature

CLEARWATER SKI CLUB AUTHORIZED REPRESENTATIVE Print Name

FOR RENTERS

Signature : _____ Date: _____

Print: _____

and /or

Signature : _____ Date: _____

Print: _____

Thank you for choosing to hold your event at The Clearwater Ski Club. We appreciate your business and trust the beauty surrounding the event will add to its success.

ADMIN USE:

Event date _____

Booking Deposit received by: _____

Damage deposit received by: _____

Final payment received by: _____

Third party liability insurance received by: _____

Special occasion liquor permit received by: _____

Damage deposit full or partial returned by: _____