



MILlican-OGDEN COMMUNITY ASSOCIATION

6901 20A Street SE Calgary, Alberta T2C 0R5 | 403-279-3973 | rentals@millicanogdencommunity.com

DATE (today):					
MOCA FACILITY RENTAL AGREEMENT					
RENTER INFORMATION:					
MOCA Membership #		Agreement #			
Name:					
Company name (if applicable):					
Full Address:					
Phone (h):				(C):	
Email:					
<small>Consent to receive emails from Millican Ogden Community Association, Jack Setter Arena and MOCA affiliates</small>					
PURPOSE OF RENTAL:					
# of Attendees		Liquor be on premises?		YES	NO
RENTAL FEES					
<ul style="list-style-type: none"> Setup/ take down/clean up time to be considered with rental Minimum 2 hours Lower hall must have a bartender MOCA offers Free Wifi for our Guests- "Shaw Go WiFi" (Renter needs to log into a Shaw Account) 		SPACE/ITEM	AMOUNT / HR	FLAT FEE	SECURITY DEPOSIT
		Upper Hall	\$50.00	\$750.00	\$500.00
		Lower Hall	\$40.00		\$500.00
		Event Staff <i>(bartender, if applicable)</i>	\$18.00		
		Sound System		\$150.00	\$250.00
		Mini Sound		\$50.00	\$150.00
		Projector/Screen		\$25.00	\$50.00
		Mbsp Discount		-50.00	
RENTAL INFORMATION					
FACILITY:					
Boardroom		Upper Hall		Lower Hall	
RENTAL HOURS:				RENTAL DATE(S)	
Time In		Time Out			
Time In		Time Out			
TYPE OF RENTAL: <i>(Check appropriate box)</i>					
Long Term (LT)			Casual (one time)		

MOCA Rental Agreement Terms & Conditions	
I.	GENERAL TERMS:
	<p>I. MOCA will have the exclusive authority to cancel this agreement and have the authority to remove, or have removed, any persons from the facility if the Renter is in breach of any of the terms and conditions of this agreement to include any act or enactment or regulation flowing therefrom.</p> <ul style="list-style-type: none"> a. Including but not limited to Alberta Liquor, Gaming & Cannabis, City of Calgary, Province of Alberta. <ul style="list-style-type: none"> i. No illegal gaming activity permitted on the premises. ii. No consumption of Alcohol without a permit. iii. Permitted alcohol – abiding by governing regulations iv. Abiding by City of Calgary bylaws such as noise and smoking <p>I. An appropriate representative of the Association may enter the premises at any time to ensure that the agreement conditions are met.</p>
II.	PAYMENTS, CANCELLATIONS & DAMAGE DEPOSIT
	<p>PAYMENTS:</p> <p>Casual:</p> <ol style="list-style-type: none"> 1. Signed agreement and payment must be made to secure the rental 2. Rental agreement must be paid in full 14 days prior to the rental 3. If your rental time exceeds the allotted booking time you will be charged another booking fee. <i>Please note the Set-up, Take-down and Clean-up is included in total time booked.</i> 4. Methods of payment: <ol style="list-style-type: none"> 4.1. Under \$2000: Visa, Master Card, Debit, Cash, Cheque 4.2. Over \$2000: Debit, Cash, Cheque <p>Long Term Rentals:</p> <ol style="list-style-type: none"> 1. Signed agreement, 1st month, last month and security deposit due 14 days prior to rental 2. Subsequent months due the 1st of each month <p>CANCELLATIONS</p> <ol style="list-style-type: none"> 1. If the renter cancels the booking: <ol style="list-style-type: none"> a. Two (2) weeks’ notice is required for a refund of the Rental Fee and security deposit less a \$100.00 Administration Fee. b. Cancellations with less than two weeks’ notice shall not be refunded. 2. Force Majeure: for the purposes of this agreement, force majeure shall mean an unforeseeable event beyond the control of a party and includes any work stoppage, war, invasion, insurrection, civil or social unrest, riot, armed conflict, act of foreign enemy, revolution, terrorist act, adjacent industrial accident, epidemic, quarantine, pandemic, Federal, Provincial and Municipal States of Emergency, Public Health Emergency, Public Health Order or other order by a government or lawful authority, or other natural calamities, that prevent, delays, or interrupts the performance of any obligation under the Agreement, provided such event does

not occur by reason of the negligence of the party claiming force majeure, or any act or omission of the party claiming force majeure that is in breach of the provisions, but force majeure does not include: a party's lack of funds, the bankruptcy or insolvency of either of the parties unless such insolvency was caused by the force majeure.

- 3. Any other cancellation scenarios not outlined in this agreement, will be subject to review and potential administration fees.

SECURITY DEPOSIT

Security Deposits = \$500 unless otherwise agreed upon by the parties, due at the time of booking.

- 1. The Security Deposit shall be applied in part or in whole:
1.1. To any expenses incurred by MOCA as a result of any damages or loss to the facility, equipment, and sound system during the period that the renter was responsible for same, to include all labour and materials required to affect such a repair.
1.2. Violations of the smoking and alcohol policy shall be subject to an administrative penalty in accordance with the following schedule:
Fees: 1st Violation \$150, 2nd violation \$300, 3rd violation will be subject to such action as deemed prudent by the Board of Directors and MOCA General Manager including but not limited to cancellation of the agreement for non-performance.
1.3. If the Renter should fail to properly sort waste, recycling and organics into the provided containers, MOCA shall be at will to apply a sorting fee.
1.4. Improper "false" setting off of the alarm system: The emergency exit doors are alarmed. If either door is opened, the alarm will sound, if the alarm is sounded you will be charged an alarm response fee, and any other fee charged by any organization of any government, including but not limited to: Calgary Police Service, Calgary Fire Department, Alberta Health Services, MOCA's Alarm Contractor.
1.5. If the facility is left insecure at the end of the rental (windows closed, doors locked), the Renter shall be subject to a \$250.00 fee.
1.6. Key not returned within one business day of the rental shall be subject to a fee of \$100.00.
1.7. Renter shall be responsible for all fees levied against the association in relation to the rental
2. Security deposits will be refunded in full within 15 days of the end of the rental. In such cases where repairs or administrative penalties are assessed, a partial refund or full accounting of the security deposit will be provided.

III. MOCA agrees with the Renter as follows

- 1. **Clean-up Following the Event**- It is the **Renter's Responsibility** to clean up, recycle and restore the rented facility to its original condition as prior to the rental (See **Appendix for** complete checklist).
2. **Key**- The renter of the Facility must pick up the key from the MOCA Office during Office Hours (1p.m. – 3:45p.m.) Monday to Friday. If you are renting the Facility on the weekend, you must pick up the key on the Friday prior to your booking (1:00pm – 3:45pm). Refer to section III.1.6
3. **Miscellaneous**- Upper Hall the thermostat control is inaccessible to change; Lower Hall please do not tamper/adjust the **Thermostat** (temperature control).
4. **Video Surveillance Camera**- the Millican Ogden Community Association has installed video surveillance systems on its facility buildings and surrounding areas. The video surveillance systems are primarily used to record building entrances, inside facility, open spaces and corridors. Video surveillance cameras are also used to provide surveillance of the exterior of the building and surrounding streets. The purpose of video surveillance is to provide security for the premises and its occupants.

NOTICE	
<p>* All Matters to this Agreement shall be directed to the Millican Ogden Community Association Administration Office.</p> <p>* EMERGENCIES: In the event of an emergency only call 587-703-8865</p> <p>* NON-EMERGENCY: Send non-emergency concerns to rentals@millicanogdencommunity.com</p>	
IN WITNESS WHEREOF the parties have duly executed this Agreement as this day _____ of _____, 20__.	
Renter Name:	Employee Name:
Renter Signature:	Employee Signature:
Date:	Date:

NOTES:

APPENDIX- MOCA FACILITIES AGREEMENT CHECKLISTS

Renter agrees to complete the following checklists post event to ensure return of full damage deposit.



The Millican Ogden Community provides our renters with the supplies needed to restore the facility to the clean state it was in before their event. We supply the following materials included with your rental:

1. Garbage Bags (Green) & Recycle Bags (Clear) Brooms, Mops & Vacuum.
2. Dish Soap & Sanitizing Cleaners.
3. Recycle Bins marked for your convenience. Cleaning supplies located on cleaning cart or marked storage cupboard in kitchenette in Upper Hall.
4. Lower Hall, Bartender will assist with supplies or located in cupboard by the men's washroom.

Recycling, Organics & Waste –

- Renters are responsible for ensuring all recycling, organics and waste is sorted according to the bins provided inside the facility. “acceptable” items lists are located above the bins
- Bin systems are NOT to be moved from where they are located inside the facility
- Ensure new bags are placed in bins. All bags are located in/near the kitchen area
- Post event, all bags (clear, black, green) must be taken from the bins inside to the large bins located outside, in the NW corner of MOCA. Large bins are labelled as to which bags/cardboard goes where. (Blue bin = organics, Green bin = recycling, Black bin = garbage)
- *Styrofoam products are not permitted for use. Using paper dishes permits for proper disposal in the organics bins
- *Refundable bottles/cans can be left in the bins as a donation to MOCA or taken off the property when you leave.

Decorations:

- Remove all Decorations, Balloons, Streamers, Tape, and Strings etc. making sure any marks are removed.

Equipment:

- Coffee Urn, Commercial Fridge, Microwave & counter tops wiped clean removing any spills and left unplugged.

Floors:

- Floors (Entranceway, Kitchenette, Hall Upper and Lower Hall areas and Washrooms) to be swept and damp mopped.
- Vacuum entrance.

Furniture:

- Stack chairs 10 high on rollers.
- Stack **large** tables on trolley and return to original location (*along the north wall near of the Upper Hall and smaller tables (10) under the stage in pull out drawer*). Lower Hall 4 chairs/stools per table and extra tables along the wall.

Washrooms:

- Ensure washroom garbage is removed
- Counters are cleaned
- Toilets are clean (*report any plumbing issues to the emergency number in the rental agreement or on the poster in the facility*)

FOR OFFICE USE ONLY											
RENTAL FEES											
ITEM	Fee	Flat fee	# OF HOURS/BARTENDERS	DAMAGE DEPOSIT	TOTAL						
Upper Hall	\$	\$		\$500.00	\$						
Lower Hall				\$500.00							
Bartenders <i>(if applicable)</i>	\$18.00		# ____ x hrs. ____		\$						
Sound System		\$150.00		\$250.00	\$						
Mini Sound		\$50.00		\$150.00	\$						
Projector/Screen		\$25.00		\$50.00	\$						
MBSP Discount		-50.00			\$						
Additional charges					\$						
GRAND TOTAL					\$						
AMOUNT PAID					\$						
RENTAL BALANCE					\$						
PAID BY	CASH	VISA	MC	DEBIT	CHQ	#					
Credit card #			Expiry Date			V-Code					
Date					MOCA Initials						

Agreement Checklist <i>(place check mark to verify)</i>			
<input type="checkbox"/>	Agreement Completed & Signed	<input type="checkbox"/>	Copy of Insurance (if applicable)
<input type="checkbox"/>	Damage Deposit Paid	<input type="checkbox"/>	Copy of Liquor License (if applicable)
<input type="checkbox"/>	Cheque or Credit Card Information	<input type="checkbox"/>	MOCA Key # _____
<input type="checkbox"/>	Copy of Business License (if applicable)	<input type="checkbox"/>	Entered into Google Calendar

BARTENDERS ASSIGNED & CONFIRMED <i>(if applicable)</i>			
Name		Date Confirmed	
Name		Date Confirmed	

POST RENTAL CHECKLIST			
<input type="checkbox"/>	Inspection Report Completed	<input type="checkbox"/>	Damage Deposit Refund Request
Total Damage Deposit Refunded	\$		
Partial Refund w/ Explanation	\$		

RENTAL AGREEMENT CANCELLATION <i>(if applicable)</i>			
Date		Admin Fee Retained	\$100.00
MOCA Authorization		Phone #	