



Rental Policies

Secure your booking

- Signature on the Rental Agreement
- Proof of Photo ID Verification
- Full Payment (Cash, Debit, VISA or MasterCard)
- \$500.00 Damage Deposit, payable by VISA or MasterCard *
- Proof of Liability Insurance (Non-Alcohol Events) **

These items are due within **five (5) business days from the date your rental agreement is written**. Failure to provide all five (5) items listed above by the due date will result in cancellation, unless written approval is given by MTC staff.

***Damage Deposit**

The damage deposit shall be applied in part or whole to any expenses incurred by the renter as a result of any damages, penalties and loss to the facility and/or equipment during the period that the renter was responsible for. The deposit will be withheld in part or in whole if MTC deems there is sufficient evidence to indicate that any of the following City of Calgary Bylaws have been violated on MTC premises: underage consumption or alcohol, consumption of alcohol without a liquor license, or smoking including cigarettes, e-cigarettes, marijuana or any illicit drugs. The renter understands that they are responsible for cleaning the room(s) rented and surrounding areas prior to the end of their rental. Should the damage and or penalties be more than the amount of the deposit, the renter will be invoiced for the remaining amount. Pending the renter is clear of any damages or penalties the deposit will be returned between 3-5 business days after completion of the rental.

****Liability Insurance (Non-Alcohol Events)**

- Renter acknowledges that McKenzie Towne Council **does not** cover private rentals; therefore, we do require liability insurance from the renter for all rentals.
- The Renter agrees to save, indemnify and to hold McKenzie Towne Council harmless from any legal liability for Bodily Injury or Property Damage arising by, or as a result of, the use and occupancy by the Renter of the facilities.
- The Renter further agrees to waive any right to recover against the McKenzie Towne Council for loss or damage incurred to the McKenzie Towne Council property during the term of this agreement.
- The Renter is fully responsible for insurance covering themselves and all guest(s) against any bodily harm, injury or property damage arising from their activities in renting the McKenzie Towne Council Facility.
- The Renter has provided proof of either Personal Property & Liability Insurance (for individual/group Renter), Special Events Insurance or Commercial General Liability Insurance (for business, corporation and institution).
- McKenzie Towne Council **must be** listed as additionally insured.

Alcohol - Rentals with alcohol are required to provide the following items:

1. Liquor License

- If there is any liquor at event it is the renter's responsibility to purchase an AGLC liquor license and post in the kitchen.
- Due the day of your rental (available online at www.aglc.ca)
- Must be displayed in the room rented or kitchen (if rented) for the duration of your rental. If license is not displayed the rental will be shut down.
- Liquor is not permitted in the foyers, washrooms, front entry or parking lot.

2. Party Alcohol Liability Insurance



- Due 10 days before rental (Available at PAL Canada: 403-261-3900 or www.palcanada.com)
- Required to have minimum \$2,000,000 liability
- McKenzie Towne Council must be listed as 'additionally insured'

It is your responsibility to follow the guidelines on your Liquor Permit (see www.aglc.ca for details). Alcohol is permitted only in the room(s) rented in this agreement. Alcohol is PROHIBITED in all common areas including but not exclusive to, balcony, washrooms, lobby, parking lot, corridors and grounds. Last drink served at 11:30 pm and all drinks must be consumed by 12:30 am at the latest.

3rd Party Rentals - Must Provide a Certificate of Insurance (caterers, bartenders, event planners, DJ, etc.)

A Certificate of Insurance is required from each vendor and where possible have McKenzie Towne Council listed as additionally insured. Third Party Vendors have access to the room as outlined in the Rental Agreement. If a Certificate of Insurance is not provided for each vendor, they will fall under the Renter's Insurance.

Cancellation

All cancellation requests must be done in writing to facilityco@mtcouncil.com.

- 75% refund – written request received more than 3 months prior to the rental date
- 50% refund – written request received between 1 to 3 months prior to the rental date
- No Refund – written request received less than 1 month prior to the rental date

Temporary Bookings/Holds

Are not permitted. Bookings are on a first come first serve basis. Block bookings are not permitted.

Advance Bookings

- Residents can book up to one (1) year in advance.
- Non-Residents can book up to eleven (11) months in advance.

Changes to Rental Agreements

- Must be done in writing to facilityco@mtcouncil.com.
- Must be submitted two (2) weeks in advance.
- \$25.00 admin fee applies, if the rental has already been secured.

Renter (Primary Contact)

The renter (the person whose name reside on the rental agreement, under Primary Contact) must be in attendance for the entire event. The renter is responsible for their guests and for understanding and adhering to this contract in full.

Pre & Post Inspection

- Renter must check in at the front desk and complete a pre-rental walk through inspection.
- Renter must complete a post rental walk-through inspection with McKenzie Towne Council employee or security; failure to complete the post rental walk-through inspection will result in waiver of your ability to dispute any damages and or corresponding penalties.



Decorating

Table decorations only. Do not fasten or tape decorations. ONLY painters' tape or sticky putty can be used for decorating. Items are not to be hung, draped, or attached to the ceiling, light fixtures or doors. Scotch tape, nails, tacks, and staples are prohibited when decorating. No open flame or candles allowed. Failure to meet the decorating requirements will result in a penalty charge. It is strictly prohibited to use dance wax or any other material on the floors.

Set up and Clean up

All set up and cleanup are the responsibility of the renter and must be completed in the time frame of the rental agreement. Access to the space begins and ends at the specified times on this rental agreement. Absolutely no storage of items is permitted prior to and/or after your event. Failure to meet these requirements will result in a penalty charge.

- Set-up - Table & chairs will be provided, according to the number of participants listed on the Rental Agreement. The renter is responsible to setup the tables and chairs and must be completed within the rental time.
- Clean-up - The renter is responsible for the following:
 - Wipe down all tables and chairs and place them back on their racks.
 - Remove all garbage, recycling, waste, decorations and all other items brought into the facility by the renter or guest of the event.
 - Place all waste in appropriate garbage/recycling bags and placed in the appropriate outside waste bins.
 - Sweep and mop the floors of the rented room(s).
 - Close all windows and doors.
 - Wipe down all countertops and clean up spills.
 - Renters will be charged for excess cleanup.

Kitchen Access (For additional charge)

The kitchen may be used for storing, serving, reheating only. Cooking is not permitted in the building. Kitchen is equipped with a household stove, fridge and a double glass cooler fridge. All place settings, glass ware, serving dishes and table linens will need to be rented or arranged through your caterer or third-party vendor.

Facility Restrictions/Guidelines

The Renter agrees to use the above premises solely for the purposes of a private function in accordance with this agreement. Public events are not permitted.

- Rentals are not permitted to advertise, nor charge any fees, and/or financial transactions, market, or sell products and/or services.
- Renters are restricted to the room(s) specified on your rental agreement.
- Children are not to be left unattended and must remain with your group
- As per fire code, maximum capacity must be followed in each room.
- Our facility is a smoke/E-Cigarettes/Vaping free facility. Smoking/E-Cigarettes/Vaping is permitted outside as long as you are in accordance with the City of Calgary Smoking Bylaw #5792. Littered cigarette butts are subject to a penalty charge.
- No smoke/fog machines are permitted. No confetti, bubbles, candles, sparkles, glitter, rice or bird seed of any kind is allowed on the property. No food or drink allowed in gymnasium, common areas and balcony. Adult supervision is required in the gymnasium at all times. All attendees must abide by the facility rules as posted on our website.
- The renter agrees to adhere to the maximum capacity of the room. MTC has the authority to shut down the function if overcapacity. No refunds will be issued.
- Any vehicle left overnight will be left at your own risk, MTC is not responsible for lost, stolen, or damaged items/vehicles.



- Parking large recreational vehicles (R.V., Camper etc.) is not permitted, especially overnight. Violators will be towed.
-

Lift/ Elevator

Due to reoccurring issues with the lift/elevator, management has implemented a lift policy. To have use of the lift/elevator please see are front desk staff during regular business hours.

Noise Bylaw

At 10:00 pm all windows and balcony doors must be closed. Volume must be turned down to a respectful level. Any costs associated with noise complaints will be invoiced to the Renter.

Non-Compliance Policy

Non-compliance of any rules (including decorations), regulations or cleaning/check out checklist will result in a non-compliance penalty as determined by Management. You will also be suspended from renting one of our rooms for a two (2) year period.

Security Guard

A security guard fee of \$150.00 will apply for all rentals that are booked after regular business hours.

Music Licensing

- Due to the copyright Board of Canada implementing Tariff 5B and Tariff 8, MTC is required to collect these fees for all facility rentals playing music during their event. Events with music and/or dancing will have SOCAN and Re:Sound fees applied.
- Applicable to all rentals using musical entertainment. **Musical Entertainment; includes but not limited to: live and recorded music, DJ, iPod, Stereo, etc.**
- If you require more information, visit: www.socan.ca, www.resound.ca, www.cb-cda.gc.ca

Penalties

Violation of the McKenzie Towne Council rules and facility restrictions will result in but not limited to the following penalty charges:

- In breach of your contract you will be charged Late Departure penalty: \$50.00/15 minutes for every hour that you go beyond the rental time plus security charges.
- Littered cigarette butts: \$75.00
- False Alarm/Noise Bylaw: \$250.00 plus any associated charges
- Damaged chairs: \$80.00 per chair
- Damaged tables: \$400.00 per table
- Decorating violations: \$200.00
- Clean up violations: Up to \$500.00
- Emergency related fees will be billed to Renter
- Non-Compliance: as determined by Management
- All legal costs, on a solicitor and own client basis, incurred by McKenzie Towne Council to enforce the terms of this Facility Rental Agreement are the responsibility of the Renter.
- The cost of any emergency services responding to false alarms will be charged back to the member. Failure to comply with any MTC policies will result in loss of the damage deposit.

Misconduct



McKenzie Towne Council/Security Personnel reserves the right to shut down any event at any time there is unacceptable behavior by the Renter and/or any of the guests that cannot be resolved immediately. Verbal or physical abuse towards McKenzie Towne Council staff, members or Security Guard(s) will not be tolerated under any circumstances. Police will be called, and any future rentals will be null and void without refund.

Authority (MTC Rights)

MTC has the authority to refuse or revoke an Agreement. MTC has the right to enter and inspect the premises at any time. MTC has the right to cancel any rental if it is found that the renter and or purpose of the rental has been misrepresented in any way without refund and may impact the ability for future bookings. MTC has the authority at any time to remove, or have removed, any persons from the facility if it is felt that any part(s) of this agreement is broken. Failure to comply with Liquor Control Act, Alberta Gaming and Liquor Commission, the Calgary Police Department, the City of Calgary and legal and binding conditions of the Rental Agreement will result in the Damage De also reserves the right to change this agreement and pricing without notice.

Video Surveillance Camera

McKenzie Towne Council has installed video surveillance systems on the premises. The video surveillance systems are primarily used to record access to building entrances, inside the facility, open spaces and hallways, as well provide surveillance to the exterior of the building and surrounding areas. Video surveillance cameras have been installed in areas where the security of people and/or property may be at risk. Video surveillance cameras are not installed in bathrooms and locker rooms. The purpose of the video surveillance cameras is to allow after the fact investigation.

Waiver

By signing below, the renter indicates that they have read and reviewed all the information outlined in this rental agreement and will adhere to the rules and take responsibility for the rental and actions of their guests. The renter understands that penalties will be charged should they not adhere to the Rental Agreement. The renter acknowledges and agrees that they are renting the facility of their own free will, and therefore voluntarily assume any and all damages, risk, liability and hazards arising there from. The renter acknowledges that they are aware that this is a condition of their rental and removes all responsibility from McKenzie Towne Council.

By signing below, I acknowledge that I have read and reviewed all the information outlined in my rental agreement and will adhere to the rules and take responsibility for my rental and the behaviors of my guests. I, the renter or alternate contact as listed below agree to be in attendance for the entire event and will be responsible for guests and for understanding and adhering to this contract in full. I understand that penalties will be charged should these rules not be followed. This rental agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the parties submit to the jurisdiction of the Courts in the Province of Alberta.

By providing an Alternate Contact for my rental, I give my permission that they may act on my behalf in coordinating details and/or adjustments/changes for my rental with McKenzie Towne Council administration team.