

2011 RENTAL APPLICATION FOR THE MADDEN COMMUNITY CENTRE
(The "Property")

Corporation/Society _____

Applicant Responsible _____

Address _____

City/Postal Code _____

Phone Number _____ Cell Number _____

E-mail: _____

Proposed Rental Date: _____

Proposed Use of the Facility: _____

APPLICANT'S ACKNOWLEDGEMENTS

- The applicant covenants that he/she is 18 or older.
- The applicant acknowledges that this is an offer only and does not form a binding agreement until signed by the manager of the Madden and District Agricultural Society.
- The applicant acknowledges that he/she is dealing exclusively with the Madden and District Agricultural Society.
- The applicant acknowledges that no representations or warranties have been made about the property and that the property is in good condition and that the applicant and their guests (including uninvited guests) use the property solely at their own risk.
- The applicant acknowledges that he/she is solely responsible for the actions, conducts, injuries or damages of all guests invited onto the property (including any invitations to the public at large or any uninvited guests).
- The applicant acknowledges that no pets are allowed inside the hall.

HALL CAPACITY

Non-Fixed Seats:	450 people
Non-Fixed Seats with Tables:	300 people
Small Hall (Sam Suszko Room):	100 people (with or without tables and chairs)

RENTAL FEES

Big Hall:	\$500.00 per day, with kitchen included
Sam Suszko Room:	\$200.00 per day
Big Hall & Sam Suszko:	\$600.00 per day
Sound System Rental Fee:	\$100.00
Corkage Fee:	\$2.00 per person, includes pop, glasses, ice; *please see insurance info
Early Access Fee:	\$100.00
Ball Diamonds:	\$10.00 per game or \$50.00 each per day
Concession:	\$50.00 per day
Camping Available:	\$10.00 per unit per night on honour system
NON-REFUNDABLE Deposit:	\$100.00 booking fee must be paid at time of booking
Damage Deposit:	\$600.00 for Main Hall and/or Sam Suszko Room
Balance Owing:	By cash or post-dated cheque 7 days prior to event

Payment can be made by cash or cheque made payable to:
Madden and District Agricultural Society, General Delivery, Madden, AB T0M 1L0

CONDITION OF PROPERTY

The applicant warrants that the specified premises were in good order and satisfactory condition when he/she took possession. The applicant agrees that he/she will not allow any refuse, garbage, or other loose or objectionable material to accumulate in or about the property and will leave at all times the property in a clean and wholesome condition. The premises shall not be used for any other purpose than as designated above.

- Tables to be washed and put back as found.
- All empty bottles/cans are to be removed from the premises at the conclusion of event.
- This is a NON-SMOKING facility

- Hall is to be vacated by 2:00 a.m.
- No open flame or candles
- Decorations shall not be placed on the drapes.
- Damage deposit to be held for up to 2 weeks until the hall has been inspected for damages, and all hall possessions have been accounted for.

Please Note: The person or persons responsible for rental of the hall and grounds for groups such as ball tournaments, weddings, family reunions or any other group function in which the campground is used, is responsible for collecting camping fees of \$10.00 per night per unit to be paid to the Madden Ag Society.

COMPLIANCE WITH ALL RULES AND REGULATIONS

The applicant covenants that he/she will carry on all activities in such a manner as to comply with all statutes, by-laws, rules and regulations of any federal, provincial, municipal or other competent authority.

The applicant shall obtain and maintain for the duration of this agreement and provide the Madden and District Agricultural Society with acceptable evidence of comprehensive general liability insurance (including glass, fire, contents and liability) in an adequate and appropriate dollar amount of not less than one million (\$1,000,000) dollars. The insurance shall extend to cover the legal liability of the applicant for the property of the Madden and District Agricultural Society in its care, custody or control.

The applicant must obtain a liquor license and liquor liability rider from their own insurance agency or from Gord Ironside (337-3454) at Alcorn Insurance & Registry in Carstairs.

MISCELLANEOUS PROVISIONS

This agreement may only be changed or amended by the parties in writing. This agreement constitutes the entire agreement between the parties and supercedes all previous negotiations and verbal statements.

If any term or provision of this agreement or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable such term or provision is severable and the remainder of this agreement shall be valid and be enforceable to the fullest extent permitted by law.

This agreement shall be interpreted according to the laws of the Province of Alberta, and the forum for all disputes shall be the Courts of the Province of Alberta. Time shall be of the essence of this agreement.

ACCESS

Nothing in this agreement shall restrict the Madden and District Agricultural Society from access to the property.

WAIVER

The applicant shall indemnify and save harmless the owner from all costs and expenses incurred by it and from all claims, demands, actions, suits or other proceedings that may at any time and by whomsoever made that are brought against the Madden and District Agricultural Society arising out of any damage or liability to any person or property or connected in any manner with any use of the property or the performance of this agreement by the applicant.

Applicant Witness: _____

Manager Witness: _____

Date: _____

[Updated March 2011]