

RENTAL AGREEMENT

Responsible Party: _____

Address: _____

Telephone Number: _____

Email Address: _____

Date of Event: _____

Type of Event: _____

Estimated number of guests: _____

Liquor and catering shall be provided by The Ranch House.

- Is liquor to be consumed? _____

Please submit no later than 14 days prior to event:

- a) Group must submit proof of insurance (see item 4)
- b) Must confirm guest count
- c) Submit final payment for venue rental

Please Initial _____



Agreement is between ServiceStream Ltd. (the "Owner"), The Ranch House (Herein referred to as the "Venue") and _____ (Herein referred to as the "Group") with regard to their event on: _____

WHEREAS the Venue has facilities and equipment for the use and operation of hosting meetings, conferences and events and further provides catering, food and administration services in relation thereto (hereinafter referred to as "Event Facilities").

AND WHEREAS the Group is desirous of making use of the Venue's Event Facilities and Services;

NOW THEREFORE, THIS AGREEMENT WITNESSES that in consideration of the terms and conditions set out herein, the Parties hereto agree as follows:

1. **BOOKING:** The Venue agrees to provide the Group with Event Facilities and Services for the period of time as outlined in rental agreement
2. **ADDITIONAL SERVICES & CHARGES:** At the time of entering this Agreement, the Venue shall assign such portions of its Event Facilities as required for the purpose of accommodating the number of the Group registrants. In the event that the proposed number of actual registrants varies from the number of registrants proposed by the Group, the Venue shall have the right to reassign such portions of its Event Facilities to accommodate the actual number of registrants. The Group shall be responsible for any increased or additional charges or rates arising from the reassignment of the Event Facilities. If at the request of the Group the Venue provides administrative services such as planning, coordination or management of the Event, the Group agrees to pay all costs, charges, expenses and any other outgoings of any nature incurred by the Venue in providing such services.
3. **RIGHT OF ENTRY:** The Venue reserves the right to enter the facility being used by the Group at any time for the purpose of inspection, repair, maintenance or emergency or to address any unacceptable, unlawful or prohibited behavior and activities of the Group.
4. **INSURANCE:** The Group agrees to obtain, at its own expense, comprehensive general liability insurance in the sum of not less than Two Million Dollars (\$2,000,000). If alcohol (whether provided by the Owner, the Venue or the Group), is being served at any time during the event, the Group must obtain, in addition to the general liability insurance, host liquor liability insurance in accordance with the number of guests anticipated to be in attendance and in the form acceptable to the Venue. The Group will provide the Venue with proof of such insurance by way of a certificate of insurance once obtained, but no later than 14 days before their event day and will ensure that ServiceStream Ltd. is added as an additional named insured. In the event the Venue does not receive proof of insurance in the form satisfactory to the Venue, then the Venue may deny access to the premises.
5. **HOLD HARMLESS AND INDEMNIFICATION:** The Group, its employees, registrants, participants, promoters, agents, contractors, subcontractors, hired parties, guests, invitees and any other party in connection with the Group (the "Group Parties") with respect to the event, assumes all responsibility and liability for the requested use of the Event Facilities and agrees to defend, indemnify and hold the Venue harmless from any and all expenses, including legal expenses, claims, loss, damage, injury or death to any person or property loss or damage arising from use of the facility and any of the activities in connection with the event.

Please Initial _____

- 6. EVENT SET-UP AND EQUIPMENT:** The Group is solely responsible for any equipment owned, leased, under control of, or brought to the Event Facilities by the Group, its employees, officers, agents, contractors, subcontractors, or hired parties as a result of its rental of the facility. The Group assumes full responsibility for any claims, losses or damages to any such equipment. Use of any equipment not owned by the Venue is subject to approval prior to the event.

The Group also assumes full responsibility for the conduct of, and any services provided by, its employees, officers, agents, contractors, subcontractors, or hired parties as a result of its rental of the Event Facilities. The Venue is not responsible for any claims, losses or damages related to the conduct of, or the services provided by, the Group, its employees, officers, agents, subcontractors or hire parties.

- 7. DAMAGE TO EVENT FACILITIES:** The Group agrees that it is fully responsible for the acts of the Group's employees, officers, agents, contractors, subcontractors, hired parties, invitees and participants using the Event Facilities and agrees to reimburse the Venue for any and all damages to the facility, the lands upon which the facility is located, the facility's equipment, fixtures, furniture and further to this will also be responsible for any and all clean-up or hazardous waste related expenses, including disposal, shipping, damages, and or penalties or fines imposed as a result of its use.
- 8. PROPERTY OF OTHERS:** The Venue shall accept no responsibility for the care, theft or loss of money, valuables, business or personal effects of the Group, its employees, contractors, agents, registrants, participants and any other party who may be in attendance at the Group event.
- 9. LIMITATION OF LIABILITY:** IN NO EVENT SHALL EITHER THE OWNER OR THE VENUE BE LIABLE UNDER THIS AGREEMENT TO THE GROUP PARTIES FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, STATUTORY, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF THIS AGREEMENT OR AS A RESULT OF THE SALE, DELIVERY, SERVICING, USE OR LOSS OF THE PRODUCTS CONSUMED AT THE EVENT, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, LOST PROFITS, LOSS OF USE, LOSS OF TIME, SHUTDOWN OR SLOWDOWN COSTS, INCONVENIENCE, LOSS OF BUSINESS OPPORTUNITIES, DAMAGE TO GOOD WILL OR REPUTATION, OR OTHER ECONOMIC LOSS, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN. WHERE THE VENUE AND/OR THE OWNER IS LIABLE, THE GROUP PARTIES AGREE THAT THE VENUE'S AND THE OWNER'S LIABILITY SHALL BE LIMITED BY THE AMOUNT PAID TO THE VENUE AND/OR THE OWNER UNDER THIS AGREEMENT.
- 10. SIGNAGE AND ADVERTISING:** Venue policy prohibits the fixing of any materials whatsoever to walls, floors or ceilings in any manner whatsoever, and without restricting the generality of the foregoing, by use of nails, staples, tapes or any other substance. The Group agrees to comply with the Venue's Signage and Advertising Policy. The Group further agrees that any signs to be used by it for the purposes of the Event must be of professional quality and that the Venue's permission must be obtained prior to placement of any signs in any location upon the Venue Grounds or Facilities. The Venue has the right to remove any signs or advertising posted by the Group which has content of which is not acceptable and may be deemed inconsistent with the Venue's interests, goals and philosophies. The use of the Venue logo is expressly prohibited without the prior written permission of the Venue.
- 11. SMOKING POLICY:** The Venue has a smoking policy and smoking in the interior of any of the Venue facilities is strictly prohibited.
- 12. PARKING:** Parking must be in designated parking locations. Any tickets or fines arising from parking violations on the Venue grounds are the responsibility of the Group and its participants.
- 13. GOVERNING LAW:** This Agreement shall be governed by the laws of the province of Alberta and the federal laws of Canada applicable hereto.

Please Initial _____

14. **CONCURRENT AGREEMENTS:** The terms and conditions of this Agreement are specific to the services and facilities being provided by the Venue's Event Facilities and nothing contained herein is superseded or replaced by any other Agreement the Group may enter into with any other party or entity.

15. **FEE & PAYMENT SCHEDULE:** The Group agrees to pay a total of \$5722.50 including GST for the facilities and services listed in the invoice. Payment will be made as follows:

- A non-refundable booking fee in the amount of 50% \$2861.25 (or agreed upon payment plan total) of the final venue rental fee upon signature of this letter of agreement. This amount will also be deducted off your final total
- Remaining amount will be due 14 days prior to your event _____

16. **LATE PAYMENT & DEFAULT:** The Group agrees to pay all accounts due to the Venue within thirty (30) days of receipt, the Group agrees to pay interest at the rate of 18 percent per annum on the unpaid balance outstanding at any particular time, or a service charge of Fifty dollars (\$50.00) Dollars, whichever is greater at the time of payment. The Group agrees that if it is in default of payment within thirty (30) days of receipt of invoice, or is in default of any portion thereof, the Group shall be required to pay to the Venue forthwith, all costs, charges, and expenses, including Agency and Collection fees, Solicitors costs, client and solicitor fees incurred in taking action in recovery of the monies owing to the Venue by the Group.

17. **FORCE MAJEURE:** The Venue shall be released from its obligation to perform in whole or in part, any of the terms and conditions of this Agreement, including any obligation it may have in providing Event Facilities, or any portion thereof, for any cause beyond its reasonable control which renders performance impossible or contrary to law. The Venue shall not be liable for any loss or damages, direct or indirect, suffered by the Group or its registrants and invitees for failure to perform its obligations in such circumstances.

THIS AGREEMENT made this day _____ of _____ 20__.

ServiceStream Ltd.

Per: _____
 Name

 Signature
 Date: _____

Event / Group

Per: _____
 Name

 Signature
 Date: _____

Please Initial _____