

WILLOW LANE BARN INC. RENTAL AGREEMENT

This Agreement is made on the ____ day of _____, 20__

BETWEEN:

WILLOW LANE BARN INC.

Of OLDS, ALBERTA

-and-

(“Company”)

_____ &

Of _____, ALBERTA

(“Renter”)

(Collectively the “Parties”)

1.00 DEFINITIONS

- a) “Agreement” means this agreement and all written schedules and written amendments made between the parties.
- b) “Building” means the BARN/ HALL/ CHAPEL located on the Property.
- c) “Event” means the event outlined in 2.01 below.
- d) “Farm” means 1341653 Alberta Ltd. operating as El Shaddai Farms.
- e) “Grounds” means green spaces and gardens located at the Property, which may be available for rent by the Renters for use during their Event.
- f) “Property” means the land legally described as SW 7; 33; 28; W4, which is legally owned by 1341653 Alberta Ltd. operating as El Shaddai Farms.
- g) “Venue” means the Building located on the Property, as well as any outdoor gardens or green areas, being rented by the Renters from Company as a location for the Event.

2.00 EVENT

2.01 Type of Event: _____

2.02 Date of Event: _____

2.02 Time of Event: _____

2.03 Approximate Number of Guests: _____

3.00 USAGE

3.01 The Renter shall be entitled to use of the Venue, for the sole purpose of hosting the Event listed above, between the hours of 9a.m. to 1a.m. on _____, 20__ .

- 3.02 The Renter shall be entitled to the use of the Venue, for the sole purpose of setting up seating, tables and decorations for their Event, between the hours of 9a.m. until 7p.m. on _____, 20_____.
- 3.03 The Renter shall be entitled to the use of the Venue, for the sole purpose of cleaning up any garbage from their Event, packing up tables, chairs and decorations from their Event, between the hours of 9a.m. until 1:30pm on _____, 20_____.
- 3.04 If the Renter or any of the Renter's family, friends, employees, invitees, or guests, remain on the property in excess of any of the time restrictions described in this agreement then the Renter shall pay Company \$250 for every 15 minute segment, or portion thereof, that the Renter or the Renter's family, friends, employees, invitees or guests remain on the property past any of the time restrictions stated in this Agreement.
- 3.05 Renter shall advise Company of the sole contact person designated by Renter and the Company will only communicate with that person.
- 3.06 Company will not tolerate rude, aggressive, or obnoxious behavior (the "Behaviour") and reserves the right to cancel the Event if the Behaviour occurs prior to the Event. If the Behaviour occurs during the Event the person or persons involved in the Behaviour shall be removed from the Property. The Company may retain the entire Security Deposit in either situation.

4.00 DEPOSITS, FEES AND PAYMENT

- 4.01 The Renter agrees to pay Company a **Non-refundable Deposit** of \$1,000.00 on the date the Event is booked.
- 4.02 The Security Deposit is \$2000.00 and is due three (3) months prior to the Event. The Security Deposit shall be returned to the Renters within thirty (30) days following the Event if the Venue is returned in the same condition as existed prior to the Event and if all fees, charges, rents and penalties have been paid. Any amount from the Security Deposit withheld by the Company for damages shall be summarized in writing and the actual or estimated cost for repairs shall be deducted from the deposit along with any outstanding amounts owed to the Company by the Renter and the balance refunded to the Renters.
- 4.03 A Fee for cleaning will be charged if the Venue is not returned in the same condition as existed prior to the event. Cleaning fees are charged at a rate of \$200 per hour, and will be deducted from the Security Deposit.
- 4.04 The Total Rental Fee is \$ _____. One half of the Total Rental Fee is due nine (9) months prior to the Event and the balance of the Total Rental Fee is due three (3) months prior to the Event. Payment is to be made by CHEQUE / MONEY ORDER / BANK DRAFT.

5.00 CANCELLATION

- 5.01 Renters must notify Company in writing of a cancellation of the Event.
- 5.02 Any notice of cancellation by Renter received by Company one hundred eighty (180) days or more prior to the Event shall result in a forfeiture of fifty (50%) per cent of the Total Rental Fee.
- 5.03 Any notice of cancellation by Renter received by Company less than one hundred eighty (180) days but greater than thirty (30) days of the Event shall result in a forfeiture of seventy (70%) per cent of the Total Rental Fee.
- 5.03 Any notice of cancellation by Renter received by Company less than thirty (30) days prior to the Event shall result in forfeiture of the entire Total Rental Fee.
- 5.04 Company reserves the right to cancel or revoke this Agreement at any time prior to the Event Date. This notice shall be in writing. If Company cancels or revokes this Agreement for reasons other than non-payment of fees or breach of this Agreement, Company shall refund to Renter the full amount paid by Renter in connection with this Agreement.

6.00 INDEMNIFICATION, LIABILITY AND INSURANCE

- 6.01 Renters shall obtain special event liability insurance with a minimum General Liability coverage of \$5,000,000.00. This policy is to cover all services provided by Renter at the Venue including liquor, food, music, light, dance floor and any other items specific to the Event, for the date(s) of the Event. Company and Farm are to be listed as first loss payable or co-insured's. A certificate of Insurance must be provided to Company a minimum of thirty (30) days prior to the Event. If proof of insurance is not provided, this contract may be cancelled at the discretion of Company, with no refund to Renter of their Deposit.
- 6.02 Renter shall be responsible and liable for any damage to property, personal or real, injury or death associated with their Event. Company is not responsible or liable for any damage, injury or death associated with the Event. Farm is not responsible or liable for any damage, injury or death associated with the Event.
- 6.03 Renter hereby indemnifies and holds harmless Company, Farm, Company employees, directors, agents, heirs, successors and assigns from any and all damages, actions, suits, claims or other costs, including reasonable legal fees, arising out of or in connection with any damage to property or any injury or death caused to any person caused by Renter's use of the Property and Venue. This includes any acts or omissions on the part of Renter, independent contractors, guests, invitees or other agents.
- 6.04 Renter shall immediately notify Company of any damage, injury or death of which they have knowledge in, to, or near the Property or Venue, regardless of the cause of such damage, injury or death.
- 6.05 Company shall not be responsible for damage to or theft of any personal items belonging to Renter, or to guests or agents of Renter.

7.00 PERFORMANCE

7.01 Company shall be released of its obligations to perform under this Agreement in the event of Acts of God, inability to obtain labor and materials or reasonable substitutes for labor and materials, governmental restrictions, governmental regulations, governmental controls, court orders, hostile government actions, civil unrest, fire, other casualty, or other causes beyond the reasonable control of the Company.

8.00 ALCOHOL

8.01 Company does not hold a liquor license. Renter is responsible for obtaining a liquor license prior to the Event, and must display this license at the beginning of the Event. Renter should consult with their insurance Company to ensure that their policy adequately covers the serving of alcohol at the Event. Renter assumes all liability for alcohol and consumption of alcohol at the Event, and the sobriety of all guests is the responsibility of Renter.

8.02 Renter must have someone tending bar and overseeing all liquor consumption. If Renter's guests become noticeably intoxicated, Company reserves the right to shut down the Event bar. If Company observes unauthorized consumption of alcohol anywhere on the Property or within the Venue, Company will shut down the Event bar. All alcohol served on the Property must be served from one location in the Venue.

8.03 Consumption of alcohol by minors at the Venue is strictly forbidden, and if, in the sole discretion of the Company, it is believed that minors are consuming alcohol, Renter will be responsible for having the minor(s) and the minor's parents or guardians escorted away from the Venue and off the Property.

8.04 Renter shall comply with all federal, provincial and municipal laws and regulations in relation to the service and consumption of Alcohol.

8.05 The "last call" for the service of alcohol must be made one hour prior to the end of the reception and the Event bar must be closed at that time.

8.06 Alcohol may only be consumed on the Property on the day of the Event and shall not be consumed on any other day.

8.07 Only alcohol from recognized distributors may be served at the Event and no "home brew" may be served.

8.08 Renter is responsible to advise all persons attending the Event of the rules respecting alcohol service and consumption and Renter is responsible to enforce these rules at all times when Renter has access to the Property.

9.00 SMOKING

- 9.01 Smoking is prohibited by Renters, guests of Renter, or any other person associated with Renter or Renter's Event inside the barn or within 20 meters of any door. Smoking is permitted by the fire pit area only. Company reserves the right to escort anyone found smoking away from the Venue and off the Property.
- 9.02 Renter is responsible to advise all persons attending the Event of the rules respecting smoking and Renter is responsible to enforce these rules respecting smoking at all times when Renter has access to the Property.

10.00 CHILDREN AND PETS

- 10.01 Well behaved and carefully supervised children are welcome at the Venue. It is the responsibility of Renter to ensure that all children associated with their Event are properly supervised. Please keep all children out of areas of the Property not included in the Venue.
- 10.02 Company is not liable or responsible for the supervision or safety of children associated with the Event. Company reserves the right to escort any Event guests away from the Venue and off of the property if that guest is responsible for poorly behaved or poorly supervised children.
- 10.03 No animals or pets associated with the Event shall be permitted at the Venue, unless previously agreed to in writing by Company. Renter shall take full responsibility for damage or injury done by any animal or pet associated with their Event.

11.00 MUSIC, CATERING AND DELIVERIES

- 11.01 Music supplied or coordinated by Renter must be kept at a reasonable volume at all times. If, in the opinion of Company or its agents, the Music becomes excessively loud or obnoxious, Company reserves the right to interrupt the electricity if the volume is not turned down. All music shall cease before 1am on the date of the Event.
- 11.02 Scheduling of all deliveries is Renter's responsibility. Renter must make arrangements to meet with individual vendors at the Venue. If deliveries must be made on dates prior to the Event, prior approval from Company must be obtained in writing.
- 11.03 **Do not drive on the grass at the wedding site or barn area.** The cost to repair damage caused to the grass areas will be deducted from the Security Deposit.
- 11.04 **Parking is to be in the designated parking area only.** Parking in front of the barn is limited to drop-off and pick up only.

12.00 DECORATIONS

- 12.01 All decorations are to be removed after the Event. Push pins, nails and staples may be utilized by Renter to decorate.

- 12.02 The use of bird seed or other confetti-type items is expressly prohibited, and if used at the Event, may result in the forfeiture of the entire Security Deposit.
- 12.03 Decorations belonging to the Company shall not be removed from the Property and if decorations belonging to the Company are removed from the Property the replacement cost plus 20% will be deducted from the Security Deposit.
- 12.04 The use of “sparklers” is only permitted outside the Building.

13.00 CLEAN UP

- 13.01 Renter is responsible for the cleaning up of the Venue after their Event, to the same level of order and cleanliness as was present prior to their Event. Company is not responsible for any clean up after the Event, and will charge Renter at the hourly rate specified in 3.03 for any clean up not completed by Renter. The necessity of additional clean up by Company will be at the sole discretion of Company.
- 13.02 Company encourages recycling. Renter should separate, bag and label all types of recyclable waste from their Event.
- 13.03 Renter must remove all garbage and recyclables from the Property. If garbage or recyclables remain on the property a fee of \$45.00 will be charged and deducted from the Security Deposit.
- 13.04 Any tables, chairs, or other items supplied by Company must be neatly stacked and placed in the area designated by Company.
- 13.05 Renter shall take down and remove from the Venue all decorations associated with their Event.

14.00 NOTICES

- 14.01 Any payment, Account, or notice required or permitted to be given to any of the parties to this Agreement may be given by mail, fax, e-mail, or personally delivered to:

Company at: Willow Lane Barn
Box 4 Site 11 RR1, Olds Alberta, T4H 1P2
Phone: 403-556-7454
E-Mail: willowlanebarn@outlook.com

The Renters at: _____

Phone: _____
E-Mail: _____

15.00 DISPUTE RESOLUTION

- 15.01 If a dispute arises between the parties, whether it be with respect to interpretation of this Agreement or to any act or omission of either party, the parties agree to:
- a) Attempt to resolve the matter between themselves, and if this does not resolve the matter, then:
 - b) A single arbitrator appointed pursuant to the provisions of the Arbitration Act shall make a binding determination of the unresolved issue(s). The costs of arbitration shall be paid as directed by the arbitrator.

16.00 GENERAL MATTERS

- 16.01 Entire Agreement: This Agreement constitutes the entire agreement between the parties and cancels and supersedes any prior understandings and agreements between the parties. There are no representations, warranties, terms, conditions or agreements between the parties other than those expressly set out in this Agreement.
- 16.02 Schedules and Headings: All schedules attached to this Agreement are expressly incorporated into and form part of this Agreement. The headings in this Agreement have been inserted for reference only and do not form part of the Agreement.
- 16.03 Invalid or Conflicting Provisions: If any provision of this Agreement is or shall become invalid or unenforceable, that provision is severed and the remainder of this Agreement shall be unaffected. If conflicts arise between provisions in this Agreement and any other agreements between the parties, this Agreement shall prevail.
- 16.04 No Waiver: No waiver of any breach of any provision of this Agreement shall be effective or binding unless made in writing and signed by all affected parties. Any waiver of any default committed by a party to this Agreement shall in no way extend to or be taken to affect any other default. Failure to complain of any act or failure to act or to declare default, irrespective of how long such failure continues, shall not constitute a waiver of the affected party's rights under this Agreement.
- 16.05 Singular, Plural, Gender and Joint and Several: Wherever the singular, plural, masculine, feminine or neuter is used in this Agreement, same shall be construed as meaning the singular, plural, masculine, feminine, neuter or body corporate where the fact or context so requires. Any and all provisions contained in this Agreement shall be construed to be joint and several when applicable to more than one party.

- 16.06 No Assignment: Neither party may assign the rights or obligations under this Agreement without the prior written consent of the other party.
- 16.07 Successors and Assigns: This Agreement shall survive the death of any party for the benefit of and be binding upon the parties and their respective heirs, executors, administrators, trustees, successors and assigns.
- 16.08 Governing Law: This Agreement shall be governed by the laws of the Province of Alberta.
- 16.09 This Agreement creates legal obligations for Company and for the Renters. The Renters may wish to obtain independent legal advice prior to signing the Agreement.

This Agreement was executed on the ____ day of _____, 20__.

Willow Lane Barn Inc.

Per: _____

Name: _____

Title: _____

RENTERS

I/we have read and understand this Rental Agreement and agree to comply with all requirements of the Agreement. I/we agree to be responsible for any and all damages to property, injury to persons or death resulting from my/our use of the Venue. Initials: _____.

Witness

Print Name: _____

Witness

Print Name: _____