

Winfield and District Agricultural Society

Agriplex and Rodeo Grounds Rental Agreement Terms and Conditions

1. The Ag Society agrees to Rent the aforementioned facility (the "Facility") for the determined duration ("Rental Period"), Renter must receive back approval of rental request before facility can be considered to be booked.
2. Rights and Responsibilities of Renter: The Renter agreed to use the Facility only for the Function as indicated agreed upon Rental Period.
3. The Renter will, at all times, indemnify and save harmless the Ag Society, and its directors, officers and agents, from and against all actions, claims, demands, suits, proceedings, damages, costs (including without restricting the generality of the foregoing, legal costs on a solicitor/client basis), and any further associated expenses that have been brought, made or incurred by or against the owner, and its directors, officers and agents, by reason of, or arising out of, or in any way related to the Facility by the Renter, its agents, employees, invitees or contractors except where the action, claim, demand, cost or expense was caused by intentional acts or gross negligence of the owner.
4. This Agreement may not be assigned, in whole or in part, by the Renter without the express written authorization of the Ag Society.
5. The Renter will not permit any damage to occur to the Facility, and will be responsible for any associated costs relating to damages while the Facility is under rent.
6. It is recommended that all Renters supply their own event liability insurance. In the event the Function is to serve liquor, it is the responsibility of the Renter, at its sole cost and expense, to arrange for and ensure that a Host Liquor Liability Certificate of Insurance has been arranged for and forwarded to the Ag Society within three (3) days prior to event. The Renter agrees that the insurance policy referred to herein will name THE WINFIELD AGRICULTURAL SOCIETY as an additional insured on the said policy as their interest may appear and severability of interest clause or a cross liability clause. All policies will contain an undertaking by the insurers to notify the Ag Society, in writing, of any material change, cancellation or termination of any provision of any policy, not less than 30 days prior to the change taking effect.
7. During the Event The Ag Society will permit the Renter to use the Facility for permitted activities and for no other purpose whatsoever, subject to the terms and conditions set forth herein.
8. The Ag Society will retain control of the Facility and the Ag Society will not unreasonably interfere with the Renter's use and enjoyment of the Facility. The Facility will be available to the Renter's Agents, servants, employees and invitees in accordance with the policies of the Ag Society relating to such use.
9. In the event the Renter undertakes or permits any activity within the Facility or the Facility grounds, which activities may be a nuisance or cause property damage or may cause personal injury, or in the event the Renter is in default of any of the terms and conditions herein, the Ag Society may terminate this agreement forthwith immediately.
10. The Ag Society, its directors, officers, agents, volunteers, and employees will not be liable for any theft, loss or damage of property of the Renter, its agents, employees, servants, volunteers, or invitees, however so caused.
11. The Rental amount for any Hall, Meeting Room, Multipurpose room, Rodeo Ground, or other Facility Rental is due (1) one day prior to the Function and must be made prior to any access to the facility. Payment to be made to: Winfield and District Agricultural Society.
12. Rent as agreed upon between Ag Society and Renter is as per the documented rates unless otherwise specifically noted.
13. Additional housekeeping charges apply if the rented rooms are not cleaned to the standards listed in the Winfield Agriplex Operating policy. A copy of which is available on site as well as through the Ag Society.
14. The terms and conditions set forth herein constitute all of the terms and conditions of this agreement, and there are no terms, conditions, covenants, agreements, representations or warranties either express or implied, arising between the parties hereto except as expressly set forth herein.
15. This agreement will ensure to the benefit of and are binding upon the parties hereto, their respective heirs, and successors and permitted assigns.
16. The Ag Society reserves the right to terminate this Rental Agreement for any reason by providing (3) three months' written notice to the Renter
17. The Ag Society further reserves the right to immediately terminate this Rental Agreement should justifiable cause exist.

Acknowledgement and Waiver/ Group Liability Insurance

Renters, as defined in the agreement herein acknowledge that it is their sole responsibility for obtaining all necessary liquor permits, required licenses and Host Liquor Liability Insurance for the Function as defined in the Agreement.

It is understood by the Renters, their agents, employees, invitees or contractors that no alcoholic beverages will be consumed on the premises or the surrounding grounds of the Ag Society, without first obtaining prior written consent of the Ag Society.

In the event that the Ag Society has provided consent to the Renter, their agents, employees, volunteers, invitees, or contractors for alcoholic beverages, of any kind, to be consumed on the premises or on the premises grounds, the Renter acknowledges that it will purchase from a licensed insurance agent or broker a Host Liquor Liability Insurance Policy in an amount not less than \$2,000,000.00, and shall name the Winfield Agricultural Society as an additional insured under such policy. The Renter agrees to provide to the Ag Society, or its representative, a Certificate of Insurance evidencing the coverage not less than (3) three days prior to the Function, as defined in the Agreement.

It is further agreed that at all times the Renter, without limitation, indemnify and save harmless The Winfield and District Agricultural Society, officers, directors, employees, volunteers, and all other representatives from and against all liability, claims, actions, losses, costs or damages out of actions or omissions of the renter.

The Renter acknowledges that it is recommended to purchase an event Liability Insurance Policy in an amount not less than \$2,000,000.00 and name The Winfield and District Agricultural Society as additionally insured on such policy. If the Renter fails to purchase such liability insurance they will assume all liability for claims pertaining to the rental period as outlined in this Agreement.

Winfield and District Agricultural Society
PO Box 131 Winfield, AB T0C 2X0