



TERMS OF USE AGREEMENT

ONE TAMARAC CRESCENT SW, CALGARY, ALBERTA, T3C 3B7

(‘THE HALL/PREMISES’)

GENERAL

1. All event attendees, service providers and vendors to abide by current applicable COVID regulations as per Hellenic Banquet Hall.
2. The Calgary Hellenic Banquet Hall (“CHBH”) reserves the right to deny use of our facilities for purposes which are in direct conflict with the CHBH’s mandate, vision statement or values.
3. The CHBH reserves the right to cancel, without notice, any event which has directly violated any of the conditions laid out in the Terms of Use Agreement as well as the Calgary Hellenic Banquet Hall Rental Contract (“RC”)
4. The CHBH council members and staff reserve the right to access the property at any time during the rental period.
5. The CHBH reserves the right to ask for periods of minimal noise in the event of church services occurring in the building next door.
6. Seating capacity of the main hall is not to exceed the amounts specified on the occupancy certificate posted outside the hall. Guests in excess of specified numbers will incur a penalty as described in the attached Appendix A.
7. The CHBH reserves the rights to photograph hall decor for use in promoting hall rentals either online or in print.

BOOKING PROCESS

1. **Bookings will only be completed when the following conditions have been satisfied**
 - i. Signed copy of the Terms of Use Agreement has been received by CHBH office
 - ii. Holding deposit of \$1000 has been received by the CHBH office
2. Damage deposit of \$500 - \$1000 is required and is dependent on the size and scope of the event. The amount and method of payment is at the discretion of the hall manager.
3. Any damage deposit cheque or credit card refund will be returned or processed within 30 days of completion of event only when proper inspection has been made to ensure all facilities were returned in the same manner in which they were found. Please see Appendix A for listing of penalties associated with RC violations. Renter will also be held liable for any damages in excess of damage deposit cheque /prepaid credit card payments.
4. Holding Deposit can be paid by credit card, cheque or cash at the HC office during business hours.
5. Tentative bookings will not be accepted.
6. A \$250 admin fee is applied to all cancellations (over 90 days in advance. Events cancelled less than 90 days but prior to 60 days before event will be eligible for a 50% refund of the amount paid. Events cancelled less than 60 days prior to event will not be refunded any of the amount

paid (excluding the damage deposit). All notices of cancellation must be received via email at events@calgaryhellenic.com

7. Full payment must be received one month prior to event date.
8. NSF cheques and refunds on credit cards will be charged a \$25 administrative fee.
9. An estimated number of guests will be required at the time the holding deposit is paid. Confirmation of number of guests must be received at time of final payment (one month prior to event date) If confirmation of number of guests is not received by the time of final payment, charges will be based on the larger of original number of guests estimated and actual guests.
10. Hall tours will be given on the initial visit, and during regular CHBH office hours. One tour will also be provided free of charge, outside regular office hours, in order to allow caterers, event planners, decorators and DJ's the opportunity to plan the event. Hall visits above and beyond these specified times are subject to an hourly rate charge outlined on Appendix A

RENTERS RESPONSIBILITIES

1. The Renter is responsible for abiding by all current COVID19 (and other) Alberta Health Services guidelines.
2. The Renter is responsible to purchase outside event insurance and must provide proof thereof to the hall manager one week prior to the event. See Pal Canada to purchase on line. **FAILURE TO PRODUCE A COPY OF THE OUTSIDE EVENT INSURANCE POLICY WITHIN 72 HOURS OF THE EVENT WILL RESULT IN CANCELLATION OF EVENT AND FORFEITURE OF HOLDING DEPOSIT.**
3. The Renter is responsible for: any loss or damage incurred to the Premises by the Renter, their helpers, hired staff, other service providers and their guests, and other persons on the Premises, the conduct of their staff and guests, on and off the premises during and following the event, the proper handling of all equipment and furnishings, and removal of trash to disposal bin. Any damage will be deducted from their damage deposit and anything over and above the damage deposit the renter will be invoiced for. See Appendix A.
4. The Renter agrees to leave the kitchen and bar in an "as found" condition and those using the kitchen i.e. caterers and cooks are responsible to return the kitchen and bar to the same way that it was found, including but not limited to counters and floors properly cleaned and mopped.
5. The renter will assume responsibility for having a **QUALIFIED** chef or catering company in the kitchen who will abide by all of the kitchen policies and requirements posted in the Hellenic Community Hall Kitchen. No family/friends allowed in the kitchen and no one under 18 years of age.
6. If the client chooses to provide their own alcohol, the client is responsible for providing appropriate permits to serve liquor. Proof of permits must be submitted to CHBH office one week prior to event. Failure to do so will result in no alcohol being allowed into the facility. A corkage fee applied per person will be charged for the use of the bar and bar equipment including glasses and fountain pop. It is forbidden to bring non-permit (homemade) alcohol into the facility during the function.
7. **Use of sparkles or confetti** is absolutely prohibited. Use of such items will be subject to additional charges per Appendix A.
8. A strict fine of \$300 will be charged if there is any smoking, vaping, consumption of cannabis on the premises

9. There will be no breaking of dishes and dancing on tables.
10. No pets or live animals will be permitted into the hall at any time.
11. All promotional programs must first be approved by the CHBH hall manager.
12. No client is to injure, mar or in any way deface the rented hall premises. In particular, no nails, hooks, tacks, screws, gummed or adhesive stickers are to be utilized on any part of the Premises, use of said material will be subject to repair and removal charged by the Hellenic Community of Calgary.
13. The CHBH shall not be liable for damages or otherwise failure to carry out the agreement in whole or in part cause directly or indirectly by or in consequence of fire, storm, war, earthquake, rebellion, riot, civil commotion, strike or by any cause whatsoever beyond the control of the HC whether similar to or dissimilar to the causes enumerated herein.
14. All goods shipped or delivered to the HC must be clearly marked with the name of the Renter and the rented space and occupancy date. Goods must not be shipped to the CHBH with shipping charges to be paid on arrival, as these will not be accepted by the CHBH. The CHBH assumes no responsibility for loss or damages to the goods before and during the period of the function, nor after its closing.
15. The Renter also agrees to remove their own function materials, equipment and any other outside items from the venue space by the final time limit specified in the RC. In the event no time limit is specified in the RC this time shall be deemed to be 9:00PM on Sunday through Thursday, 11:00PM on Friday and 2:00AM on the Sunday following Saturday rentals. In the event of failure to do so, the Renter agrees to pay for storage which will be deducted from their damage deposit. See Appendix A.
16. The HC assumes no responsibility whatsoever for any property placed in the contracted hall and the HC is hereby expressly released and discharged from any and all liability from any loss or damage.
17. Any requirements, products, services or rentals that are an additional fee will be the responsibility of the Renter. The Renter also agrees to any verbal, written financial commitments or any form thereof made on behalf of the Renter.

18. In addition to the forgoing, the Renter will be required to observe further reasonable rules and regulations as the CHBH may consider necessary to impose for the safety and well-being of the client, guests and others attending the function.
19. The last call for liquor will be a 1:00AM STRICTLY and the hall will close at 2AM, or one hour before event ends with one hour to consume. There will be no exceptions.
20. The Renter is responsible for paying the appropriate SOCAN and Re: Sound fees should music be played during the event.
21. By signing this agreement, the Renter is responsible for any damages or extraordinary cleaning of the rented venue required during or after the event.
22. CHBH personnel is present only to act as monitors for the facilities. They are in no way responsible for management of guest and other personnel's behavior.
23. The CHBH reserves the right to cancel any event in the Hall and the authority to remove from the Hall any persons if it is felt that any part of this RC has been broken or the Hall not used for the purpose for which the RC was intended, as well as the policies of the Calgary Police Department and the Alberta Liquor Control Board.
24. Renter will forfeit full damage deposit if fire alarm is triggered or the Fire Department or Police arrive at hall for any reason related to guests or the event.

RENTER

Signed: _____

Date: _____

Printed Name: _____

Calgary Hellenic Banquet Hall

Signed: _____

Date: _____

Printed Name: _____

Appendix A

1. Storage Fees \$200/day.
2. Cleaning fee for cleaning required above and beyond regular hall, kitchen or bar use \$50/hour.
3. Use of confetti or sparkles cleaning fee \$400.
4. Guests in excess of fire regulations \$1000 plus any additional fines related to excess capacity.
5. Personnel on premises beyond specified time in contract - double the regular hourly rental fee.
6. Failure to remove trash as per item 2 - \$20/bag.
7. Hall visits beyond those specified on item 9 under "Booking Process" \$50/hr.
8. Use of basement facilities for purposes other than washrooms or those specifically stated in Contract - \$500
9. Noise complaints will result in full loss of damage deposit
10. AGLC infractions including serving homemade alcohol result in full loss of damage deposit