

HIGHLAND HERITAGE PARK SOCIETY RENTAL AGREEMENT

Address:

1589 Millstream Road
Victoria, B.C. V9B 6G4

1. The rental is confirmed when payment of a 50% deposit of full rental fee and a signed copy of this Rental Agreement is received by the caretakers. The balance is due two weeks before the event. Payment should be by cheque or cash.
 - a. In the event the renter wishes to cancel this Agreement for any particular date, notice in writing must be given by the Renter to the caretakers of such cancellation at least 90 days before such date or dates. Full refunds will be granted less a \$20 administration fee if the cancellation notice is received at least 90 days prior to the event.
 - b. If cancellation notice is received less than 90 days prior to the event, the 50% damage deposit paid will be forfeited unless the facility executes an Agreement for the use of Caleb Pike Heritage Park on the same date. In this instance, a refund of any rental or deposit will be paid less a \$20 administration fee.
2. The agreement must be signed by a responsible adult having authority over the group and this adult shall remain with the group at all times while on the premises and be responsible for all group actions.
 - a. The Caleb Pike Heritage Park is situated in a residential neighbourhood, and therefore the renter agrees to keep music or any other sounds to a volume that will not disturb the neighbourhood. The renter agrees that the volume of any proceedings must be kept to an absolute minimum after 10 pm. The premises of the Caleb Pike Heritage Park must always be vacated by 12 midnight.
 - b. All individuals must conduct themselves in an orderly manner.
 - c. The Renter agrees to clean up the interior of any building that is used during the rental, including sweeping the floor. The kitchen (if used) needs to be wiped clean and the Caleb Pike home and/or the Schoolhouse needs to have any decorations or special equipment removed before vacating unless other arrangements have been noted at the end of this Agreement (e.g. such as clean up the next morning after a wedding).
 - d. If liquor is to be served, a Special Occasion Licence needs to be displayed for the duration of the rental period (see www.bcliquorstores.com/en/customerservice/licences for rules and procedures).
 - e. The renter agrees to supply garbage containers and remove all waste from the facility before vacating.
 - f. The renter agrees to abide by the requests of the caretakers, or their designated substitutes as well as the board members of the Highland Heritage Park Society regarding reduction of any extraneous noise or commotion.
3. Caleb Pike Heritage Park has heritage designation meaning that any rental activity must not damage any heritage feature of the property including any alteration in the Caleb Pike Home, the Schoolhouse, the Dairy (kitchen) or the heritage orchard.
 - a. The renter agrees to make any request for temporarily altering any aspect of the grounds and buildings in writing to the Society (eg. tent pavilions, signs on buildings or grounds) at least six weeks in advance of the rental date.
 - b. Small nails or staples can be used on the interior walls of Caleb Pike Home, but must be removed afterwards. Screws may not be used. No nails or other hardware can be put in the walls of the Schoolhouse.
 - c. Under no conditions may any person climb or swing from the fruit trees or pick fruit.
 - d. Absolutely no smoking allowed on the Caleb Pike Heritage Park grounds.

- e. The renter acknowledges that due to the nature of the Caleb Pike Heritage Park and its water supply, the Highland Heritage Park Society cannot guarantee an endless supply of running water during the dry summer months. For the same reasons, the grass/meadow at Caleb Pike Heritage Park, although mown, is not watered and so will not be green during some months of the year.
 - f. The renter agrees to pay the Highland Heritage Park Society the total cost of any damage or loss to the buildings, grounds, furnishings or equipment resulting from the use of the Caleb Pike Heritage Park. This cost may comprise payment of specialized labour to maintain heritage designation standards.
 - g. The renter agrees not to remove any of equipment (table and chairs) from the School House for any purpose.
4. The Highland Heritage Park Society and the caretakers shall not be responsible for any loss, damage or injury that may happen to or is suffered by the Renter or any person that is on the premises by the Renter's invitation. The Renter hereby expressly releases the Highland Heritage Park Society, the Highland Heritage Park Society Directors, the caretakers and the District of the Highlands from and agrees to indemnify it against any and all claims for such loss, damage or injury.
 5. The Rental Fee includes the use of the kitchen and kitchen equipment and bathrooms. Set up and take down of tables and chairs provided by the Highland Heritage Park Society needs to be negotiated with the caretakers before the rental date. Please note that tablecloths are the renter's responsibility, and that the kitchen is not a full service kitchen. Cutlery and dishes are inadequate for most functions. Please bring any items you require such as a flip chart or slide projector. Internet connection is available.
 6. The maximum allowable number of people within either the Caleb Pike Home or the Schoolhouse is approximately 50.
 7. If a supplier or service provider is to be involved in the event, the Renter agrees to supply the caretakers with the appropriate contact numbers, and any schedule that may involve the supplier's or service provider's presence without the Renter's presence at the Caleb Pike Heritage Park.
 8. All Rental Agreements are subject to the approval of the Board of Directors of the Highland Heritage Park Society.
 9. Prior to the use of any Facility of the District and/or permitted hereunder, the Renter will inspect such Facility and will satisfy itself that the Facility is in a state of good repair and meets all the requirements for the use intended without any defect or deficiency capable of causing injury. _____ Initials
 10. If the Renter thereafter chooses to use the Facility, then it will be responsible for the safety of all persons involved in such use and must, on completion of the use, again inspect the Facility and leave it in a safe and clean condition for others.
 11. Any defects in or at the Facility must be reported immediately to the caretakers.
 12. RELEASE OF LIABILITY AND INDEMNITY _____ Initials

The Renter hereby WAIVES ALL CLAIMS AGAINST THE DISTRICT AND RELEASES THE DISTRICT FROM ANY AND ALL LIABILITY AND CLAIMS for all injury, death, loss, damage, or expense of any kind that the Renter or any other person may suffer as a result of or in connection with the Renter's use of the FACILITY DUE TO ANY CAUSE WHATSOEVER, including but not limited to NEGLIGENCE, BREACH OF CONTRACT, BREACH OF ANY STATUTORY DUTY OR DUTY OF CARE ON THE PART OF THE DISTRICT AND ALSO INCLUDING THE FAILURE ON THE PART OF THE DISTRICT TO SAFEGUARD OR PROTECT ANY PERSON FROM THE RISKS, DANGERS, AND HAZARDS ASSOCIATED WITH THE USE OF THE FACILITY.

The Renter hereby AGREES NOT TO SUE THE DISTRICT for, and further agrees to unconditionally INDEMNIFY and SAVE HARMLESS the DISTRICT, and their respective employees, associates, representatives, agents, servants, insurers and assigns from and against all claims, suits, actions, liabilities, losses, damages, expenses, fees, awards and costs of any kind whatsoever, which arise as a consequence of or in connection with any acts or omissions of the Renter or any of the Renter's licensees, invitees, agents or employees including, without limitation, any and all:

- (a) breaches, violations, or non-performance of any covenant, regulation, condition or term of this contract by the Renter or any of the Renter's licensees, invitees, agents or employees;
- (b) damage to property while said property is in or about the lands and premises which form the subject matter of this contract; and
- (c) injuries to the Renter or any of the Renter's licensees, invitees, agents or employees, including death, occurring in or about the lands and premises which form the subject matter of this contract,

These RELEASE OF LIABILITY AND INDEMNITY provisions shall survive expiry or sooner termination of this contract.

RENTAL:

Date: _____

Portion of Caleb Pike Heritage Park being rented: (Schoolhouse, Caleb Pike House, both buildings, tent?)

Set up time (if applicable): _____

Hours of Rental: _____

Clean up time (if applicable): _____

Cost of rental: _____

Date of deposit (for event rental): _____

Other notes about rental _____

Contact number of caretaker:

I agree to all the above terms and conditions:

Date of agreement: _____

Renter: _____ Phone: _____

Address: _____ Postal Code: _____

Signature: _____

Caleb Pike Heritage Park caretaker: _____

Signature: _____