

Schedule A – VCA Terms and Conditions

The Agreement Term sheet and all attached schedules form part of this agreement (the “Agreement”). In case of a conflict between the Agreement Term sheet or an attached schedule, these Terms and Conditions shall prevail.

1. Definitions

- 1.1. **“Agreement Period”** - exact times of the rental activity as stated in the VCA – Rental Agreement.
- 1.2. **“Association”** – The Varsity Community Association.
- 1.3. **“Renter”** – Individual and/or organization identified on the VCA – Rental Agreement
- 1.4. **“Booking Fee”** – A non-refundable portion of the total of the rental fee (subject to any clause of the agreement) to be submitted to the Association in accordance with the One-Time Event Rental Agreement.
- 1.5. **“Damage Deposits”** – A refundable fee (subject to any clause of the agreement) to be submitted to the Association in accordance with the One-Time Event Rental Agreement
- 1.6. **“Facility”** – Varsity Community Association rooms(s) being rented and all interior furnishings, appliances, fixtures, equipment, cookware, dinnerware, silverware and other items that are the property of the Association.
- 1.7. **“One-Time Event Rental Agreement”** – Contract signed between the Association and Renter containing all details, along with Schedule A – VCA Terms and Conditions and Schedule B – General Rules and Regulations, which defines all rules and regulations agreed to by both parties of the rental agreement.
- 1.8. **“Guest”** – Any person or individual in attendance at the Renter’s rental activity, event or function.
- 1.9. **“Schedule A – VCA Terms and Conditions”** – Additional rules and regulations not found on the Rental Agreements.
- 1.10. **“Schedule B – VCA General Rules and Regulations”** – Additional rules and regulations not found on the Rental Agreements.

2. Facility Rental Agreements

- 2.1. All facility rentals are completed using a Facility Rental Agreement.
- 2.2. An original copy of the Facility Rental Agreement will be reviewed and signed by the renter. A copy of the signed agreement will be obtained by the Renter.
- 2.3. An original copy of Schedule A – VCA Terms and Conditions and Schedule B – VCA General Rules and Regulations will be reviewed and agreed to by the Renter. A copy of the signed Schedules will be obtained by the renter.
- 2.4. The Renter will use the facility for only the purpose stated on the Facility Rental Agreement.
- 2.5. Changes to the schedule by either party must be made 10 days in advance, in writing.
- 2.6. If cancellation occurs the renter will surrender the Booking Fee.
- 2.7. The Renter will be provided an invoice and receipt of their payment for all monies paid to the Association upon completion of each payment. Renters will NOT be granted any credit.

3. Damage Deposit

- 3.1. A refundable damage deposit is required at checkout.
- 3.2. The Renter is responsible for accidental or intentional damage to the Facility and its contents for the duration of the Agreement Period, while the Facility is in the Renter’s care, custody, and control. The

Renter is additionally responsible for the proper behavior of all Guests while entering, occupying, or leaving the Facility.

- 3.3. The Facility will be inspected prior to and after the Agreement Period. A check-in/check-out report may be prepared. The Association representative may conduct the check-out report and notify the Renter of any issues.
 - 3.4. The Damage Deposit funds will be forfeited in whole or in part by the Renter if the Renter does not comply with all Terms and Conditions of the Facility Rental Agreement, and if the Calgary Police Service is required to attend the Facility during the Agreement Period.
 - 3.5. The Damage Deposit funds will be forfeited in whole or in part by the Renter for any damages to the Facility and/or contents either damaged or missing following the Agreement Period. The amount to be withheld will be at the discretion of the Association and will be equivalent to the costs of repair, restoration or replacement of item(s), damaged or missing. A written description of the damages and/or penalties and the amount to be withheld will be provided.
 - 3.6. The Association will deduct from the Damage Deposit funds the cost of extra cleaning and performing other remedies at the rate of \$80 per hour.
 - 3.7. If the cost of damages, extra cleaning and performing other remedies should exceed the Damage Deposit fee, the Renter will be invoiced the remaining amount.
 - 3.8. If no damages are incurred during the rental activity, Damage Deposit funds will be returned within 7-10 business days of the Agreement Period end date.
4. Client Permit Bar
 - 4.1. Client supplies all liquor, mixes, glassware and collects all revenue.
 - 4.2. Client obtains and displays an AGLC Liquor Licence and the bartenders' ProServe Certificate
 - 4.3. Client provides a copy of their AGLC Liquor Licence and PAL (Party Alcohol Liability) Insurance 1 week prior to the event.
 - 4.4. There will be a bar access fee of \$80 charged to the client.