

## OCEAN PARK COMMUNITY HALL RENTAL AGREEMENT

**A booking deposit (detailed on your contract) is required at time of signing the Contract in order to hold your reservation.**

Rental fees and full damage deposit (minus booking fee already paid) are due **30 days** prior to the event. Multiple booking rental fees are due at the beginning of each month, in advance. Cheques are to be made out to OPCA. Rental fees are due prior to the event, or, for multiple bookings, at the beginning of each month, in advance. Cheques are to be made out to OPCA.

Hall rental fees, or portion thereof, shall be nonrefundable as follows:

- A full refund will be given less \$50 administration fee, if notice of cancellation is received 6 weeks prior to event date.
- If notice is received *less* than 6 weeks prior to event, a refund will only be given if that date is taken by another renter.

The hall is considered occupied in the condition in which you find it. If damage or refuse from previous events are observed when you enter, report this immediately to the Hall Manager at (604) 538-2460 or you may be held responsible. The deposit is refundable by mail after Hall inspection and key return. Cost of cleanup or repair, if required, will be deducted. Setup time is included in the rental time. The renter is responsible for removing any notices/decorations and cleaning the hall.

For social events, a signature on behalf of the renter is required on this contract's addendum regarding the **City of Surrey's Noise Control By-law.**

- Music must be kept at a reasonable level (below 60 Db) after 10:30 pm in consideration of the neighbours.
- No event shall continue beyond 11:45 pm
- If alcohol is to be served, it is the Renter's responsibility to obtain a Special Occasion Liquor Licence. To protect yourself against Liquor Liability, a Party Alcohol Liability Insurance should be obtained.
- The renter is responsible for removing any notices/decorations and cleaning the hall.

CLEANING THE HALL consists of:

- Sweeping all floors;
- Shaking out entry mats;
- Cleaning counters in kitchen and bathrooms;
- Emptying bathroom garbage into kitchen garbage can (excess can be taken to the dumpster in the parking lot (the dumpster key is hanging by the kitchen pass through);
- Putting away all tables and chairs used;
- Washing and putting away coffee makers and any dishes used;
- Wiping sinks and basins;
- Turning off all lights.

NO SMOKING IS PERMITTED WITHIN THE HALL BUILDING.

GARBAGE

- There is NO RECYCLE PICKUP from the Hall.
- Please take your recyclables home with you.
- Garbage may be disposed of in the outside bin.
- The KEY to the bin hangs by the kitchen pass through.

OTHER

- No signs or decorations are to be placed in locations other than the above window height railing. PLEASE DO NOT affix things to the paneling to leave holes.
- ABSOLUTELY NO NAILS, TACKS, STAPLES, OR TAPE on the walls
- We hope you will enjoy the newly decorated walls and refinished wood floor in the Hall. **Please DO NOT drag tables or chairs across the floor and wipe up any spills immediately**
- Failure to comply with the above will result in the loss of your damage deposit.
- This agreement is subject to reconsideration should the Hall get a long term committed tenant who requires the space at the time(s) covered by this agreement or for a special event (eg. Polling Station for Elections, special community meetings)

OCEAN PARK COMMUNITY HALL RENTAL AGREEMENT

*The signatory, on behalf of the renter, agrees to indemnify and save harmless the Ocean Park Community Association, its executives, directors, trustees, representatives and its employees*

against and from any and all claims, including claims for personal injury or property loss or damage; and against and from all costs, counsel fees or any and all expenses incurred as a result of any such claim or any action or proceeding brought therein, whether the claim arises from the claimant's activities on or off the Ocean Park Community Association property.

The said signatory further agrees to make known the terms and conditions herein to each and every member of the group before their use of the Ocean Park Community Association Hall.

Each and every member of the group agrees to use the Hall at his or her own risk and accepts this responsibility by entering the Hall

**THE HALL IS SITUATED IN A RESIDENTIAL AREA.  
NOISE IMPACTS LOCAL RESIDENTS.  
PLEASE BE COURTEOUS**

# Ocean Park Community Association

## ADDENDUM

### O.P.C.A. HALL RENTAL CONTRACT AND AGREEMENT (Social Use)

*This Form is to be signed and returned to the Hall Rental Manager, together with the signed Rental Agreement and the initialed understanding of the Noise Abatement Regulations Form.*

#### RE: CITY OF SURREY NOISE CONTROL BY-LAW

The Surrey Noise By-law , 1982, N0 7044 quotes:

1. B (3) "No person shall play or operate any radio, stereophonic equipment or other instrument or any apparatus for the production (or?) of amplification of sound either in or on private premises or in any public place in such a manner as to disturb the quiet, peace, rest, enjoyment, comfort or convenience of the neighborhood or of persons in the vicinity."

E Penalty section

2. "Every person who commits an offense against this by-law is liable to a fine and penalty of not more than TWO Thousand Dollars (\$2000.00) and not less than One Hundred Dollars (\$100.00) for each offense ....."

Failure to comply with the above may result in the following

- a. a fine imposed by the City of Surrey
- b. the RCMP will not approve any further applications for a Liquor Licence
- c. The Ocean Park Community Association will not make the Hall available to you for a future rental

Other noise disturbance or incidents that come to the attention of the RCMP may also result in (b) and /or (c) above.

Further, in consideration of Ocean Park Community Association agreeing to rent to the undersigned the subject rental premises, hereafter call the "Hall", in accordance with the attached agreements, the undersigned agrees to indemnify and hold harmless Ocean Park Community Association from any or all fines, penalties or other charges levied or claimed against, or incurred by the Ocean Park Community Association, as a result of any violation of the above by-law which occurs at, in, or surrounding the Hall during the rental contemplated by the attached agreement, or resulting in any way whatsoever from your use of the Hall.

***Your signature below signifies that you have read this Addendum to the Rental Contract.***

ON BEHALF OF THE RENTER:

Authorized signature: \_\_\_\_\_ Date: \_\_\_\_\_

Witness on behalf of O.P.C.A. \_\_\_\_\_

# Ocean Park Community Association

## REGULATIONS REGARDING NOISE DURING HALL USAGE FOR SOCIAL USE

In order to be responsible neighbours to the surrounding residents we expect all renters to comply as follows:

The noise level shall not exceed 100 db which is a noise level found not to be a disturbance to neighbours living beyond the site boundaries of the hall

**This noise level may continue until 10:30 p.m., after which time the sound level must be reduced** to the extent necessary that only faint noise can be heard when standing outside the exterior wall of the hall.

In further consideration of neighbours, the following actions must be taken by the person signing the contract, whether on his/her behalf or on behalf of others:

- No later than 9:00 p.m., the south doors must be closed to contain noise. Hall users will be expected to enter and exit the hall via the east door on 128th Street.
- No later than 11:45 p.m., all forms of entertainment must cease.
- At 12 midnight all visitors to the Hall must have left the premises and the hall parking lot on the south side of the building, must be cleared of all cars.
- Vehicles belonging to the cleanup crew are to be moved to the parking lot to the north of the building after the mall businesses have closed.

**After 12 midnight, the cleanup crew will entrance and exit via the east door to the Hall only.**

The above terms of the rental contract are supplied to North Star Patrol Ltd., which is engaged by the Ocean Park Community Association to enforce the applicable terms as stated.

In the event that any of the terms and undertakings of this contract are violated, and which involve additional charges being billed to the Ocean Park Community Association by North Star Patrol Ltd., the renter agrees that such additional charges shall be deducted from his/her deposit.

I have read and fully understand the regulations regarding noise abatement at the Hall:

Signed \_\_\_\_\_ Date: \_\_\_\_\_