

# MLRC FACILITY RENTAL AGREEMENT

(the "Rental Agreement")

Please sign and return to

McLeese Lake Recreation Commission ("MLRC")

PO Box 124, McLeese Lake, BC V0L 1P0  
(250) 302-2180 [mcleeselakerec@gmail.com](mailto:mcleeselakerec@gmail.com)

Rental of: **McLeese Lake Hall Facility and Grounds, located at 6184 Forglen Road, McLeese Lake, BC, more particularly described as: Lot A Plan PGP23537 District Lot 59 Land District 05 SEC13(1)(Q) T.A Community Hall, PID: 008-460-752 and as outlined in Appendix 2 (the "Hall")**

Name of Renter(s): \_\_\_\_\_  
\_\_\_\_\_  
(the "Renter")

Contact Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Email address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Please Check:  DAY USE  EVENT USE for \_\_\_\_\_ days (for single day rentals, hall access is from 8 AM to 1 AM)

I/We wish to Rent the following for the dates: \_\_\_\_\_  
(the "Rental Date")

for the purpose of \_\_\_\_\_

## ACTIVITIES:

You must indicate what *specific activities* you will be planning below. Please include things such as sporting events, dancing music, campfires, camping, meals etc.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

(Collectively the "Function")

## TERMS & CONDITIONS:

1. Hall rental fee is **\$600.00** per day (the "Rental Fee") and is due and payable to the MLRC no less than 45 days prior to the Rental Date. Note that the daily rental fee does not include cleaning appliances, cleaning of outdoor debris, garbage disposal and cleaning of tables. **This is the responsibility of the Renter.** If this is not completed, an extra **\$200.00** charge will apply and will be taken from your Damage Deposit, as defined below. Please see complete list of clean up requirements on the Exit Checklist (Appendix 1). These are also posted in the bar area inside the building.

2. A booking deposit of **\$250** (the “Booking Deposit”) is required to reserve the Rental Date and is non refundable if the Renter cancels this Agreement within 3 months of the Rental Date. The Booking Deposit will be applied to the total Rental Fee upon final payment.
3. A damage deposit of **\$500** (the “Damage Deposit”) is due and payable to the MLRC, in addition to the Rental Fee, no less than 45 days prior to the Rental Date. The Hall premises must be inspected by MLRC with 10 days following the Rental Date and upon the Hall found to be in satisfactory condition, the MLRC will refund the full Damage Deposit to the Renter. Should the MLRC find the Hall to be in unsatisfactory condition, the MLRC may, at its own discretion, retain all or part of the Damage Deposit.
4. Weddings and/or Functions that include camping guests must rent the Hall for a minimum of two days. Please note that if you book a Saturday and Sunday, the Renter or guests who are camping may arrive no earlier than the Friday immediately preceding the Rental Date at 12:00 pm (noon). If the Renter rents 3 days, for example Friday, Saturday, and Sunday, guests can arrive no earlier than the Thursday immediately preceding the Rental Date at 12:00 pm (noon). Camping is not permitted at the Hall when a Rental Agreement is not in place.

5. Will you be serving or selling Alcohol at your Event?     NO                       YES

If **YES**, anyone serving/selling alcohol at a function must, at their own cost, obtain and provide proof to the MLRC of a valid Liquor Licence for the Function and Rental Date (the “[Special Event Permit](#)”). This is *mandatory* and must be provided to the MLRC no later than ten (10) days prior to the Rental Date. The name on the Special Events Permit must match the names on this Rental Agreement.

**McLeese Lake Recreation Committee does not take any responsibility for injuries caused directly or indirectly by alcohol consumption. It is the Renter’s responsibility to follow the safe guidelines as laid out by the BC Provincial Special Events Permit and Serving it Right/ guidelines. It is the Renter’s responsibility to monitor and ensure that guests do not drink and drive. The Renter will indemnify and hold harmless the MLRC for any damage arising out of alcohol consumption.**

\_\_\_\_\_  
**Initials of renter(s)**

\_\_\_\_\_  
**Date of permit received by MLRC**

6. Should the Renter fail to provide a Special Event Permit as outlined in term 5 above, the MLRC has the right to terminate the Rental Agreement without notice to the Renter.
7. As per our Insurance, the Renter must, at their own cost, obtain a valid event liability policy for the Function and Rental Date (the “Event Liability Policy”). The Event Liability Policy can be purchased at any insurance agent and proof of a valid Event Liability Policy must be emailed to [mcleeselakerec@gmail.com](mailto:mcleeselakerec@gmail.com) no later than 2 weeks prior to the Rental Date commencement. Please note that if you are a Native Band or a Corporation, a Certificate of Insurance can be provided in lieu of an Event Liability Policy, and is subject to the MLRC’s sole discretion for acceptance.

**Requirements:**

- All activities listed on page 1 of this Agreement, defined as the Function, must be included in your Event Liability Policy.
- The name(s) on the Event Liability Policy must match the names on this rental agreement.

\_\_\_\_\_  
**Initials of Renter**

\_\_\_\_\_  
**Date of Event Liability Policy received by MLRC**

## Rules, Regulations, and Notes

1. No hall chairs to be used outside.
2. There will be no defacing of any part of the building, equipment, or grounds, or any such thing situate in or on the Hall.
3. No barbeques are allowed next to the building or under the patio deck. Barbeques must have grease catchers.
4. All dogs must be on leash. No dogs or other animals are allowed in the building. Please clean up after your dog.
5. Campfires are allowed in designated firepit area only. ALL firewood must be removed by the Renter after the Rental Date. **It is the responsibility of the Renter to review the Provincial website (below) for any restrictions or fire bans and the Renter will ensure compliance with same.**  
<https://www2.gov.bc.ca/gov/content/safety/wildfire-status/fire-bans>
6. No vehicles are allowed in the Ball Diamond (Septic field is in the Ball Diamond).
7. Absolutely no Firearms or weapons, including knives not used for the preparation and consumption of food, are allowed on the Hall.
8. Absolutely NO smoking on the Patio or in the building. Smoking is permitted by the firepit or on the upper parking lot. Cigarette butts must be placed in one of the secure containers in parking lot or in the firepit itself.
9. All outside music must be turned off by midnight for the duration of the Rental Date. It is the responsibility of the Renter to apply for and obtain a SOCAN license, which is provincially mandated. All weddings and or events that will play music for guests require a SOCAN license. ([Socan Website](#))
10. The boat launch area must always be kept clear as this is public access to the lake and is not part of the Hall. Do not park in the boat launch.
11. Please note that the MLRC does not take any responsibility for activities in or around the lake. The lake is public property and the Hall property ends at historical high water mark. If Renters chose to access the lake they do so at their own risk. There are no lifeguards on duty at McLeese Lake. Also because the lake and beach are public property/ crown land, renters must understand that even though they have rented the Hall, they cannot exclude the public from accessing the lake through the boat launch.
12. Level 1 First Aid Kit and an AED (Automated External Defibrillator) are located on the main floor of the building in the Handicap washroom.

I/We, \_\_\_\_\_ - acknowledge, understand and will abide by the above rules and regulations and notes when renting the Hall for the Function and Rental Date.

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**Renter(s) signature(s)**

**ASSUMPTION OF RISK AND RELEASE FROM LIABILITY AGREEMENT**

The Renter is responsible for all aspects of the Rental including the Rental Fee, Booking Deposit, Damage Deposit and any and all damages arising out of the use, occupation and rental of the McLeese Lake Hall Facility and Grounds as outlined in Appendix 2 (the "Hall") to this Agreement from the McLeese Lake Recreation Committee (the "MLRC").

Any and all damage to the Hall will be the responsibility of the Renter and the Renter will indemnify and save harmless the MLRC from any loss or liability incurred as a result of the use, occupation and rental of the Hall.

In consideration of the MLRC agreeing to rent the Hall, for the Function the Renter agrees as follows:

I \_\_\_\_\_ (the "Renter") hereby release and discharge the MLRC its principals, directors, officers, employees, assigns, contractors, clients, and agents (hereinafter collectively known as the "Releasees") from any and all actions or causes of action which I have had in the past, now have or may have at any time at in the future in relation to the use and/or occupation and rental of the Hall (the "Rental"). **Initials:** \_\_\_\_\_

I hereby acknowledge that the use and rental of the Hall and the provision and consumption of alcohol is inherently dangerous and involves risks that can result in personal injury, loss of life, or damage to property. I hereby acknowledge that I am solely responsible for any and all injury, loss of life, damage, loss of property and any other costs, including legal costs of the MLRC, either foreseen or unforeseen, related or unrelated or associated or unassociated to the Rental that may be incurred as a result of my use and/or occupation in the Rental, and fully absolve and release the Releasees from any responsibility for, obligation to or liability for any of the costs outlined in this paragraph or for any other reason. **Initials:** \_\_\_\_\_

I further accept and assume all risk of personal injury, death, and loss or damage to property as a result of the Rental howsoever caused including acts by third parties, negligence on the part of the Releasees, and fully absolve and release the Releasees from any responsibility for, obligation to or liability for any of the risks and consequences outlined in this paragraph or for any other reason. **Initials:** \_\_\_\_\_

I hereby agree that I will indemnify and save harmless the MLRC for all personal injuries, loss of life, property loss or damages, or any other damages to any and all third parties, including, but not limited to, guests, attendees, minor children, or any other such person who is occupying or attending the Hall during the Rental as a result of any and all activities related to the Rental, Function, occupation, operation, or use of equipment provided by the Releasees, even if such damages arise out of the negligence or fault of the Releasees: **Initials:** \_\_\_\_\_

I further acknowledge that this Agreement and any rights, duties, and obligations as between the parties to this Agreement shall be governed solely in accordance with the laws of the Province of British Columbia and no other jurisdiction; and any litigation involving the parties to this Agreement shall be brought solely within the Province of British Columbia and shall be within the exclusive jurisdiction of their British Columbia Courts. **Initials:** \_\_\_\_\_

I further accept and acknowledge that I have read the foregoing and fully understand that I am relinquishing any and all rights that I, my heirs, my executors, administrators or assigns might otherwise have against the Releasees, and that I am not relying on any oral or written representations or statement made by the Releasees with respect to the Rental, and that I do so voluntarily. **Initials:** \_\_\_\_\_

The MLRC reserves the right to cancel this Agreement at any time, at its sole discretion, and will refund all payments and deposits in full.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.  
(Witness Name Please Print) (Renter Name Please Print)

\_\_\_\_\_  
\_\_\_\_\_  
(Witness Signature)

\_\_\_\_\_  
\_\_\_\_\_  
(Renter Signature)

Witness Address  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Renter Address  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FOR OFFICE USE:**

**Balance Due is Required a minimum 45 days Prior to Rental Date**

Rental Fee (\$600/day)	\$ _____	dates of rental: _____
Damage Deposit (\$500)	\$ _____\$500.00_____	date returned: _____
Total Cost	\$ _____	
Booking Deposit Paid (\$250)	\$ _____	date received: _____
Balance Due	\$ _____	date received: _____

Please mail your payment to McLeese Lake Recreation Commission, PO Box 124, McLeese Lake, BC V0L 1P0.  
E-transfers are preferred and are accepted at [mcleeselakerec@gmail.com](mailto:mcleeselakerec@gmail.com)

**APPENDIX 1. EXIT CHECKLIST**


**The Renter must complete all below outlined tasks to the satisfaction of the MLRC at the conclusion of the Rental Date:**

- All garbage must be cleaned up on grounds. This includes the fire pit clean of all garbage.
- Garbage Disposed of inside hall and on grounds
- All Garbage Cans are to be brought back inside the hall building.
- Kitchen Appliances, including Grill cleaned (wipe any spills inside oven/fridge)
- Tables and Chairs cleaned and stacked
- Special clean-up requirements: \_\_\_\_\_

Checked By: \_\_\_\_\_ Date: \_\_\_\_\_

Amount of Damage Deposit eligible for refund: \_\_\_\_\_

**APPENDIX 2. FACILITY AND GROUNDS MAP**

 *McLeese Lake Community Hall and Grounds (the "Hall")*

