



THIS AGREEMENT dated for reference: _____

FACILITY RENTAL AGREEMENT

Between:
The Kamloops Food Policy Council
(the “KFPC”)

185 Royal Avenue
Kamloops BC V2B 8J6

And:
(the “**Rentee**”)

(Rentee’s Address)

WHEREAS the Rentee is looking to rent the Riverfront Courtyard space in Kamloops for the purpose of hosting events, workshops, meetings, and similar activities.

WHEREAS the KFPC is an organization that provides a short-term rental area to groups, organizations, and local individuals and operates at 185 Royal Avenue, Kamloops BC V2B 8J6 called the KFPC (the “Stir”).

AND WHEREAS the Rentee has requested access to rent the Riverfront Courtyard from the KFPC on a short-term basis and the KFPC has agreed to such a service on a contract for service basis.

IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED IN THIS AGREEMENT THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS

- 1.1. **“Designated Use”** means the time period in which the Rentee has booked to use or occupy the Stirfront.
- 1.2. **“Riverfront Courtyard”** refers to the backlot of The Stir, excluding: offices, coolers, commercial kitchen and the warehouse. Use of the supplied porta potties, infrastructure (pergola, benches, tables), and lawn games are permitted.



1.3. **“Equipment”** means any of the equipment owned by the KFPC and contained within The Stir.

1.4. **“Invitees”** means any person other than the Rentee brought by invitation of the Rentee to The Stir to assist them during, or participate in the time of their Designated Use.

1.5. **“Parties”** refers to KFPC and the Rentee, collectively.

2. TERM

1.1. This Agreement is in effect from Month/Day/Year ____ AM to Month/Day/Year ____ PM.

1.2. The Rentee does hereby agree to rent the Riverfront Courtyard from the KFPC for the term of this Agreement and subject to the conditions set out in this Agreement.

2. RENT & BOOKING

2.1. The Rentee agrees to pay for time and use of the Riverfront Courtyard in accordance with the fees outlined in the **PRICING** section of this agreement.

2.2. The Rentee understands that they must pay the minimum of a 4-hour rental, regardless of whether or not they are in the space for the entire Designated Use Period; and that they may not book the Riverfront Courtyard for longer than 12 hours without approval from the Food Hub Manager.

2.2.1. Please note, if you would like to extend your currently agreed upon Designated Use Period, please contact info@kamloopsfoodpolicycouncil.com. An hourly fee will be applied for additional hours rented, as per the Pricing section of this agreement.

2.3. The KFPC reserves the right to adjust the hourly rate and fees charged for time and use of the Riverfront Courtyard and will provide 30 days written notice in advance of any changes made to the hourly rates or fees of the Riverfront Courtyard.

2.4. The Rentee agrees that the approval of their Designated Use Period is subject to space availability.

3. USE OF THE RIVERFRONT COURTYARD

3.1. The Rentee agrees that their Designated Use of the Riverfront Courtyard is granted by the KFPC on an “as is, where is, when available” basis and that the Rentee does not have sole use or occupation of the Riverfront Courtyard under the terms of this Agreement.



- 3.2. The Rentee may bring Personal Equipment to the Riverfront Courtyard during the time of their Designated Use. The KFPC is not responsible for any damage to the Rentee's Personal Equipment and the Rentee must remove all Personal Equipment from the Riverfront Courtyard at the end of their Designated Use.
- 3.3. The Rentee will not carry on or permit an activity in the Riverfront Courtyard which is noxious, offensive or would constitute a private or public nuisance that would annoy, disturb or cause damage to the KFPC, other Rentees or surrounding landowners to the Riverfront Courtyard.
- 3.4. The Rentee will clean up and return the Riverfront Courtyard to its state prior to the Rentee's use of the space, including washing dishes, moving furniture back to its original locations with all garbage, recycling, and compost removed from the area.
 - 3.4.1. The Rentee agrees that the KFPC may impose a fine for failing to leave the Riverfront Courtyard at the end of their Designated Use in neat, tidy and clean order.
- 3.5. The Rentee agrees that the KFPC will have the sole discretion to amend the size, location, and layout of the Riverfront Courtyard and the Rentee will not move or relocate Equipment in the Riverfront Courtyard without first obtaining express permission from the KFPC. The rearranging of furniture is permitted during the Rentee's Designated Use under the condition that it is returned to its original configuration by the end of the Designated Use Period.
- 3.6. The Rentee agrees that the KFPC has made no representations, warranties, covenants or agreements concerning the proposed use of the Riverfront Courtyard by the Rentee or undertaken any covenant to repair or improve the Riverfront Courtyard except as provided in this Agreement. The Rentee is solely responsible for determining if the Riverfront Courtyard is suitable for the Rentee's intended use prior to the commencement of this Agreement.

4. PRICING

- 4.1 The Rentee understands that the minimum Designated Use Period is 4 hours for \$350 for community members and \$250 for Stir Makers. Additional hours can be added at a rate of \$50/hour for community members and \$37.50/hour for Stir Makers.
- 4.2 The Rentee requests to rent folding tables chairs and yard games for a total cost of \$50 for the duration of the rental period. This includes 2 6-foot folding tables and 10 chairs, cornhole, ladder ball and jenga.



4.3 The Rentee must pay the Stir a 50% non-refundable* retainer of the total rental cost to reserve their booking at the time this agreement is signed

4.3.1 *Refunds may be granted if the Rentee requests to cancel their booking greater than one week in advance of their rental period, as per the **TERMINATION** section of this agreement.

4.4 The Rentee can complete payments by signing up for a [Food Corridor account](#) and linking a payment method through Stripe.

5. SECURITY

5.1. The Rentee, if a Stir Maker, is responsible for following all lock-up measures at the end of their Designated Use Period. The Rentee must:

- 5.1.1. Ensure warehouse is returned to its state prior to the event, floors are swept and all refuse disposed of in the proper receptacles.
- 5.1.2. Ensure Riverfront Courtyard is returned to its state prior to the event and all refuse disposed of in the proper receptacles.
- 5.1.3. Ensure all doors to the facility are locked and alarm set prior to exiting the premises.
- 5.1.4. Ensure the front gate is closed and locked with the padlock (lock must be scrambled after closing to lock).

5.2. The Rentee is responsible for ensuring that guests are respectful of the Riverfront Courtyard and do not enter The Stir and that all guests have left the property by the end of the Designated Use and prior to the Rentee locking up and exiting the premises.

6. CONDUCT & CULTURE

6.1. The KFPC is committed to providing a culture that is collegial, respectful and welcoming in the Stir Kitchen that is free from bullying, harassment, and discrimination. The Rentee will adhere to this culture while at the Stirfront and during their Designated Use of the Stirfront. Failure to do so or participating in conduct that is contrary to the respectful culture of the KFPC or the Stirfront may result in the termination of this Agreement.



- 6.2. The Rentee will abide by all terms and conditions of the Conduct Agreement. Failure to do so may result in a termination of this Agreement.

7. INDEMNIFICATION

- 7.1. The Rentee will indemnify and save harmless the KFPC, its officers, directors, employees, volunteers and agents against any and all claims, demands, causes of action, actions, proceedings, losses, damages, expenses, costs and legal fees that may arise, including those that may arise out of, or is in any way connected with an act of God, flooding, a power outage, fire, short term closure, the Rentee's Designated Use of the Stirfront or use of Equipment, including an Invitee's use or occupation of the Stirfront or any breach by the KFPC of its obligations under this Agreement.
- 7.2. The Rentee hereby assumes all risk of harm, injury, damage or death which may occur to them or their Invitees while using the Riverfront Courtyard or the Equipment and accepts these risks for themselves, their Invitees, their heirs, executors, administrators or anyone else who may claim on their behalf. This assumption of risk will survive the termination or expiration of this Agreement.
- 7.3. The Rentee will reimburse or otherwise pay any expenses incurred by the KFPC for costs of any damage or destruction caused to the Riverfront Courtyard or any part thereof as a result of a willful, negligent, inadvertent or accidental action by the Rentee or their Invitees.

8. INSURANCE POLICY

- 8.1. The Stir does not provide rental insurance for this event. However, rental insurance for this short term agreement IS required.
- 8.2. Short term rental policy must be obtained and provided to the Stir staff BEFORE the time of the event.
- 8.3. The Rentee understands the risks associated with the rental of the Riverfront Courtyard and cannot hold The KFPC accountable for any damaged property.
- 8.4. Special Event Insurance Providers in Kamloops for consideration.

<https://www.insurebc.ca/travel-lifestyle-insurance/special-events>

<https://www.westlandinsurance.ca/event-insurance/>

<https://shop.insurebc.ca/special-events/buy>



9. LEGAL COMPLIANCE

9.1. The Rentee will adhere to all municipal, provincial and federal bylaws, regulations, legislation, policies and licensing requirements. This includes business licensing, permits or event licenses, ensuring leaders are accredited, and fulfilling other necessary legalities needed to host their event as established by the applicable municipality.

9.1.1. The KFPC may demand copies of relevant documentation which demonstrates the Rentee's compliance with the applicable authorities and regulatory bodies listed in 9.1.

10. TERMINATION

10.1. The Rentee may terminate this Agreement by providing 7 days written notice in person or to the address of the KFPC listed in this Agreement, before the date of the Designated Use Period.

10.2. If the Rentee fails to provide adequate notice of termination, their 50% retainer will not be refunded.

10.3. The KFPC may terminate this Agreement by providing 7 days written notice in person to the Rentee or to the address of the Rentee listed in this Agreement. Should any term of the Conduct Agreement be breached, the KFPC may terminate the agreement immediately without 7 days' notice to the Rentee.

11. DISCLAIMERS

12.1 The Stir reserves the right to make amendments to this agreement if deemed necessary.

12.3 Rentals subject to availability.

12.4 The Stir reserves the right to publish any photos or video taken by, or shared with, KFPC staff during the Designated Use Period.



12. MISCELLANEOUS

- 12.1. Nothing contained within this Agreement shall be construed as the KFPC and the Rentee engaging in a joint venture or partnership. The relationship between the parties is restricted to the terms of this Agreement.
- 12.2. The Rentee will not assign this Agreement to another party.
- 12.3. Words in the singular will include the plural and words in the masculine gender will include feminine and gender-neutral pronouns.
- 12.4. This Agreement may be executed in counterparts and delivered electronically.
- 12.5. If any provision of this Agreement is deemed to be or found illegal, invalid or unenforceable, it will be deemed to be severed from this Agreement and the remaining provisions will continue to have full force and effect.
- 12.6. The Rentee acknowledges that KFPC has made no representations, covenants, warranties, guarantees, promises or agreements (verbal or otherwise) with the Rentee other than those contained within the Agreement.
- 12.7. This Agreement shall be governed and construed in accordance with the laws of British Columbia.

AUTHORIZATION

Rentee:

Main Representee's Name

Signature

Date

The Stir:

Food Hub Manager

Signature

Date