



**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 Stirfront 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 Stirfront 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. **“Stirfront”** refers to the front half of The Stir, excluding: offices, coolers, commercial kitchen and the warehouse. Use of the bathroom, kitchen sink and dishes in the office area are permitted.
- 1.3. **“Equipment”** means any of the equipment owned by the KFPC and contained within the Stirfront.
- 1.4. **“Invitees”** means any person other than the Rentee brought by invitation of the Rentee to the Stir Kitchen to assist them during, or participate in the time of their Designated Use.
- 1.5. **“Parties”** refers to the KFPC and the Rentee, collectively.

## 2. TERM

- 1.1. This Agreement is in effect from Day/Month/Year \_\_AM to Day/Month/Year \_\_PM
- 1.2. The Rentee does hereby agree to rent the Stirfront 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 Stirfront in accordance with the fees outlined in the **PRICING** section of this agreement.
  - 2.1.1. **Please note, if you would like to extend your currently agreed upon rental length, please contact [info@kamloopsfoodpolicycouncil.com](mailto:info@kamloopsfoodpolicycouncil.com). An hourly fee will be applied for additional hours rented, as per the Pricing section of this agreement.**
- 2.2. The KFPC reserves the right to adjust the hourly rate and fees charged for time and use of the Stirfront and will provide 30 days written notice in advance of any changes made to the hourly rates or fees of the Stirfront.
- 2.3. The Rentee agrees that the approval of their Designated Use Period is subject to availability.



### **3. USE OF STIRFRONT**

- 3.1. The Rentee agrees that their Designated Use of the Stirfront 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 Stirfront under the terms of this Agreement.
- 3.2. The Rentee may bring Personal Equipment to the Stirfront 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 Stirfront at the end of their Designated Use.
- 3.3. The Rentee will not to carry on or permit an activity in the Stirfront 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 Stirfront.
- 3.4. The Rentee will clean up and return The Stirfront to its state prior to the Rentee’s use of the space, including washing dishes, moving furniture back to its original locations and collecting garbage, recycling and/or compost in the appropriate receptacles.
  - 3.4.1. The Rentee agrees that the KFPC may impose a fine for failing to leave the Stirfront 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 Stirfront and the Rentee will not move or relocate Equipment in the Stirfront without first obtaining express permission from the KFPC. The rearranging of furniture is permitted during the Rentees 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 Stirfront by the Rentee or undertaken any covenant to repair or improve the Stirfront except as provided in this Agreement. The Rentee is solely responsible for determining if the Stirfront 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 \$300 for community members and \$200 for Stir Makers. Additional hours can be added at a rate of \$50/hour for community members and \$37.50/hour for Stir Makers. We have agreed that this rental will be \$150 for 2 hours as per our special arrangement.



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

4.2.1 \*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.

## **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 KFPC 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 Stirfront 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 Stir Kitchen 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 Rantee 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 Rantee's compliance with the applicable authorities and regulatory bodies listed in 9.1.

## **10. TERMINATION**

10.1. The Rantee 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 Rantee 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 Rantee or to the address of the Rantee 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 Rantee.

## **11. DISCLAIMERS**

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

12.3 Rentals subject to availability.

12.4 The KFPC 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 Rantee 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:**

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Main Representative's Name

Signature

Date

### **The Stir:**

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Food Hub Manager

Signature

Date