

Booth # _____

**THE CALGARY CHINESE CULTURAL CENTRE
21st ANNUAL CHINESE NEW YEAR CARNIVAL
BOOTH RENTAL AGREEMENT**

THIS AGREEMENT is made on ____ day of _____, 2012 / 2013

BETWEEN

THE CALGARY CHINESE CULTURAL CENTRE ASSOCIATION
(Herein called "the **Centre**")

and

(Herein called "the **Tenant**")

WITNESSETH AS FOLLOWS:

WHEREAS the Centre is the operator/manager of the **CALGARY CHINESE CULTURAL CENTRE** in the city of Calgary, in the Province of Alberta.

In consideration that the Tenant is paying the fee or rental or other monies hereinafter agreed to be paid by the Tenant, the Centre hereby grants a license to the Tenant to use and occupy the booth space (Booth # _____) in the Centre's premises as shown in the floor plan attached for the period of time as shown below:

Event : Chinese New Year Carnival 2013
Date & Time : Saturday, February 9, 2013, from 10 am to 9 pm
 Sunday, February 10, 2013, from 10 am to 6 pm
Function : Display & Sales
Set up Time : Friday, February 8, 2013, from 4pm to 8pm

1. The Tenant paid to the Centre by cash, debit cards, credit cards, certified cheque or bank draft the full rental payment plus applicable GST amounting to \$_____ on the date this agreement is signed .
2. The Tenant covenants that during the term of the license hereby granted the booth shall be used only for the purpose of display and sales of goods and services as stated in the application form attached. The Centre has the right to terminate this Agreement and vacate the Tenant immediately if any product or merchandise deemed to be inappropriate in the Chinese New Year Carnival event. All payments made by the Tenant shall be forfeited.
3. If the Tenant wishes to cancel its booth rental, the Tenant must use the Booth Cancellation Request Form provided by the Centre. Cancellation fees and refunds will be calculated according to the followings:
 - Cancellation on or before December 23, 2012, 60% refund of rental payment paid
 - Cancellation on or before December 30, 2012, 40% refund of rental payment paid
 - There will be **no refund for cancellation requests submitted on or after December 31, 2012 or for no-shows**. The Tenant will lose all (100%) of the rental payment made.

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4. If the Tenant shall be in default in payment of the license fees or any other monies payable to the Centre as provided herein, or shall be in default in the performance or observance of any of the covenants herein contained, then the Centre may terminate this agreement without notice to the Tenant and shall remove the Tenant and its property from the premises. The sum paid by the Tenant shall be forfeited to the Centre.
5. The Tenant acknowledges and agrees that the Centre shall not be liable for damage to or loss of any equipment or merchandise brought into the Centre's premises by the Tenant.
6. It is the sole responsibility of the Tenant to obtain all the valid and appropriate license or licenses as required by the City of Calgary and the Government of Alberta, including but not limited to License Bylaw #32M98.
7. In the event the premises become unavailable for any reason beyond the control of the Centre, the Centre shall notify the Tenant as soon as possible and the Centre shall have the right to cancel this Agreement. The Centre shall refund to the Tenant any money paid to the former pursuant to this Agreement, after which the Centre will have no further obligation or liability to the Tenant.
8. The Tenant shall yield the premises and completely vacate the premises immediately upon the expiration of the time for which this license is granted. The Tenant shall remove all goods or chattels brought onto the premises and shall leave the premises in a neat and tidy condition. Any goods or chattels left on the premises shall be at the Tenant's risk.
9. The Tenant shall not do any act or allow any act to be done which may create annoyance or cause a disturbance or nuisance within the Centre's premises.
10. The Tenant shall take good care of the premises and all fixtures, furnishings, and equipment contained therein and makes good all damages to the premises and furnishings.
11. The Tenant shall not bring into the Centre's premises any material or substance or do any act or permit any act to be done on the premises which will have the effect of increasing the premium or any premiums payable to any insurance held by the Centre on the premises or render any such policy of insurance liable to cancellation or render such policy or insurance invalid.
12. The Tenant hereby releases the Centre and without limiting the effect of such release shall cause its insurers to waive subrogation rights against the Centre for damage, loss or destruction of any goods, chattels or otherwise brought onto the Centre's premises.
13. The Tenant shall indemnify the Centre and save the Centre harmless from all claims, demands, costs, charges and expenses which the Centre may incur, suffer or be put to reason of any act or omission of the Tenant or its agents, employees or invitees whether negligent or not, excluding, however, the negligence of the Centre or its agents or employees if the Tenant is not covered by insurance.
14. The Tenant must obtain prior approval from the Centre before any decorations or notices are put up both inside and outside of the Centre.

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15. Decorations, set-up and any activities pertaining to the function can only be carried out within the rental period.
16. The Tenant shall be responsible for any damages, clean-up and labor charges incurred by its employees or agents.
17. The Centre has no obligation to provide any services, equipment or facilities other than those stated in the Booth Rental Price List.
18. Smoking is strictly prohibited anywhere within the Centre's premises.
19. The Tenant shall be responsible for removing all installations, decorations and equipment either by itself or by its sub-contractor upon returning the facility to the Centre. All waste materials and garbage must be removed from the rented facility and disposed of as directed by the Centre.
20. This Agreement and any interest hereunder cannot be assigned by the Tenant without the prior written approval of the Centre. Without limiting the generality of the following, the Tenant shall not assign rent or sublet the booth or any portion of it to a third party, nor allow any third party to use the booth or a portion of the booth without the written consent of the Centre, which consent may be arbitrarily withheld.
21. The Centre reserves the right to refuse rental or to cancel any booking to anyone or any organization that is deemed to be an inappropriate participant of the event and the Centre is not obligated to provide any explanations to such deed.

IN WITNESS WHEREOF the parties hereto have signed these presents of the day and in the year first above written.

The Centre

The Tenant