

CONTRACT TERMS AND CONDITIONS

1) **LEAD TIME REQUIRED for BOOKINGS**

Monday to Friday: Allow five (5) business days, excluding holidays, to process bookings.

Weekend: Allow twelve (12) business days, excluding holidays, to process bookings.

Amendments (7) business days, excluding holidays to process bookings.

2) **APPLICATION FORM**

All after-hours rentals are scheduled by HRM's Sport & Scheduling Office. Applications for use must be submitted each year.

All booking applications will be prioritized/processed as follows: HRCE Schools, HRM Programs, Community.

3) **CLIENT INFORMATION FORM**

This must be submitted along with the Rental Application for a request to be processed.

Indicate the number of participants and their age range. All people associated with a rental group are the responsibility of the designated group leaders/coaches.

Indicate whether your organization is registered as a Not for Profit/Charitable Organization. The Registration number must be quoted on the Facility Application Form.

Indicate the type of activity. If the activity is being booked for a sport team, specify if it is a practice or a game.

Third party sub-leases of HRCE facilities are not permitted.

4) **DATE(S) and TIME REQUESTED**

For multiple date events, indicate all dates including the first and last dates on which the activity will be held.

Ensure that each date listed is consistent with the day of the week. Do not list dates that are not required. If a booking involves one day each month, use specific dates, not "third Thursday of each Month".

Refer to Dates to Remember for excluded dates.

5) **ACCESS**

After hour access begins at 6 pm during the week. The guidelines allow for 10 minutes for the group to enter the building prior to the activity. Groups will be permitted to enter the building when the designated leader arrives. Groups must vacate the building immediately at the end time of the rental stated on the contract.

Groups are responsible for ensuring all participants of their group gain access to the building

User groups are not permitted to leave the doors open through use of rocks/sticks, etc.

All people in the building associated with the group are the responsibility of the person in charge of the group.

Groups using the HRCE facilities shall confine their activities to the area(s) designated in the contract. The remainder of the school building is considered out of bounds.

6) **UNUSED SPACE**

The holding of unused rental time/space by organizations is not permitted. Organizations will be required to provide a list of team/league schedules per facility being booked to them to confirm use. If it is determined that an organization is not using a rental time, after two consecutive dates, the booking will be cancelled and the time will be rescheduled by HRM.

7) **CANCELLATIONS**

All organizations must provide the Sport & Scheduling Office with a minimum of SEVEN (7) BUSINESS DAYS notice, excluding holidays, to cancel a weekend event; minimum of three (3) BUSINESS DAYS to cancel a week-day event. If you are unable to meet this guideline, a minimum four (4) hour rental rate will apply.

HRCE reserves the right to amend or cancel this Contract for any reason, including but not limited to unforeseen circumstances/emergencies, (i.e. floods, broken pipes, power outages), maintenance, holidays, snowstorms, etc. without advance notice

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8) INCLEMENT WEATHER/STORM CANCELLATION PROCEDURE

If the school is closed on a school day due to inclement weather or other unforeseen circumstances, all evening activities will automatically be cancelled during the evening.

If a school is open to students during the day, HRCE will notify HRM staff no later than 3pm where reasonable to do so if the school will be closed during the evening.

In the case of a significant weather event on the weekend, the organization has the option to cancel their weekend booking by calling the HRCE after hour number **[902-442-2476]** a minimum of 2 hours prior to their scheduled start time. Accounts affected by the above cancellations will be credited by month's end. In the case of HRCE closing schools on a weekend, HRCE will notify the public using Twitter/text message no later than 6am.

To subscribe to HRCE notifications sign up at www.hrce.ca.

9) EQUIPMENT REQUESTS

It is important to note that Facility Rental contracts are for "space" only, and does not include use of showers, kitchens, instructional supplies, storage, WI FI, equipment (i.e. mats, projectors, smart boards, AV equipment, computers, hockey and soccer nets, score clocks, sports equipment, etc.)

Table and/or chair requirements *may* be arranged depending upon the facility you are scheduling. Refer any inquiries to your Facility Scheduler. For events requiring grouped seating, chairs must be set up in 'ganged' rows by Custodial staff; additional charges will apply.

Furniture (tables, chairs, benches, etc.) set up by groups for their use are to be put back where they were found by the client prior to leaving the building. Groups must use a portion of their rental time to put the items away; not the time of the group that is coming in after them.

Users will be held responsible for damage to, or misuse of, stationary school equipment (i.e. basketball nets and standards, volleyball nets, standards, and protective padding, etc.).

Proper indoor equipment (baseballs, softballs, lacrosse balls, sticks, etc.) must be used by groups when using the gym space. No outdoor equipment is to be used in the gyms. Floor Hockey is not permitted in gyms.

10) APPROPRIATE USE OF SPACE

Organizations and/or individuals using the HRCE facilities shall confine their activities to the area(s) designated and the associated corridors, entrances and washrooms.

Adult supervision of activities, all participants (including spectators) is the responsibility of the group authorized to use the facilities. Note that the rooms/spaces available for rentals may vary according to each individual school. HRM staff will allocate space according to the intended use/design of the space. No stage use is permitted.

Food or drink, with the exception of water is not permitted in the gym, locker rooms, stage area, etc.

Glitter, hair spray, tape is not permitted in the gym and/or stage area.

Alcohol related events are not permitted in HRCE facilities by community organizations.

Organizations are responsible for ensuring full compliance with the HRCE tobacco-free schools and workplaces- Policy A.006, which prohibits tobacco use on or within 4 metres of school properties. This policy is available to view on the HRCE web site.

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Organizations must respect individual school notices regarding nut-free, scent-free environments, food allergies, etc. Policy C.012 is available to view on the HRCE web site as are other policies.

If you are changing the intended purpose of your rental i.e. practice to an exhibition game, you must notify the scheduling office in advance.

All participants AND spectators in all schools must bring **indoor footwear to wear in the gymnasiums**. No outdoor footwear is to be worn in any Halifax Regional Centre for Education gym. This includes, but is not limited to, Cadet Boots, Oxford Shoes, cleats, winter boots, etc. There are no exceptions.

11) **INSURANCE**

The HRCE does not provide any insurance coverage for renters. Organizations should be aware of the risks of not having individual insurance coverage should they be injured or incur any kind of loss and/or damage.

Organizations renting space in HRCE facilities are jointly and severally liable for any damage caused to school property by their use of the premises.

The HRCE is not liable for any injury, loss or damage to any member of the group by any cause whatsoever during their use of the premises except such caused solely by the negligence of HRCE.

It is the responsibility of the organization signing the contract to ensure that this information is communicated to their members/participants.

12) **RENTAL FEES - PAYMENT and COLLECTION**

Refer to Facility Rental Fees enclosed with your package for more detail.

Any required adjustments will be made during the season and the organization's account balance will reflect these adjustments. At that time there may be a credit on the account. If monies are owing to HRM Sport & Scheduling Office, you will be notified. Any time during the season, a request for an update on the status of your account may be made. It is the responsibility of the client to ensure that their account balance remains up to date with no outstanding monies owing. Any accounts found to be in arrears will result in loss of booking privileges.

13) **HRCE AFTER HOURS CONTACT**

Custodial staff are scheduled to be on site during all events. If problems of an operational nature or access issue to the facility, call the HRCE Emergency after hour maintenance number **[902-442-2476]**.

14) **FIRE SAFETY PLAN**

For after-hours clients, refer to the Fire Safety Plan – After Hours Use of School Buildings document. Ensure your organization/designated person in charge is familiar with this document.

All organizations **MUST** have and carry their own First Aid Kit.

15) **UNACCEPTABLE BEHAVIOUR**

Failure to comply with these booking procedures and contract requirements will result in dismissal from the facility, cancellation of the rental contract and loss of future rental privileges.

When HRM Sport & Scheduling Office is advised of incidents of unacceptable behavior associated with a booking, staff will investigate. HRCE staff will contact the group by phone/follow up e-mail.

Consequences will include loss of rental for two (2) consecutive weeks/written communication confirming immediate/permanent loss of rental space.