

## CONTRACT TERMS AND CONDITIONS

### ALLOCATION INFORMATION

All rentals are scheduled by HRM's Sport & Scheduling Office. Applications for use must be submitted each year. All rental applications will be prioritized/processed as follows: HRCE Schools, HRM Programs, Community.

### NEW RENTALS

The following notice is required to request a new rental:

WEEKDAYS: Allow five (5) business days, excluding holidays to process applications

WEEKEND: Allow twelve (12) business days, excluding holidays to process applications

### CANCELLATIONS & AMENDMENTS

The following notice is required to cancel or amend the time of a rental without penalty:

WEEKDAY: Three (3) business days, excluding holidays, to cancel a weekday event

WEEKEND: Seven (7) business days, excluding holidays, to cancel a weekend event

No refunds will be issued for cancellations made outside of the above timeframes.

No refunds will be issued if you fail to show up for your rental.

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.

EMERGENCY CANCELLATION: If an organization must cancel last minute due to unforeseen circumstances, although no refund will be issued, the groups must contact the HRCE after hour number [902-442-2476] a minimum of 2 hours prior to their scheduled start time.

### PAYMENTS & COLLECTION

All school rentals are required to be paid prior to the rental date. Tournaments and special events must be paid 30 days in advance of the rental.

Your confirmed contract identifies the breakdown of monthly charges which are due at the first of each month. For example: Rentals for the month of November must be paid prior to November 1st.

Any facility closures (power outages, snowstorm, etc.) that affect your rental times will be credited to your account and deducted from the following months total owed. If you add additional times to your contract throughout the month, these will be paid for separately.

Failure to pay on time will impact your ability to access the school and may result in cancellation of future rentals of HRCE schools, and all other assets scheduled through HRM Sport and Scheduling.

### ACCESS

Weekday access begins at 6:00PM. Weekend access is based on the start time of your Rental Contract. Groups are expected to arrive on-time at the start time listed on your rental contract.

Access will be given no earlier than 10 minutes prior to the start time on the contract. If your rental follows another, you will only be permitted access at the start time of your rental. Groups will only be permitted to enter the building when the designated coach/organizer arrives. If you require set up time, please ensure you have included set up and tear down time in your rental.

Groups must vacate the building immediately at the end time of the rental stated on the contract.

## CONTRACT TERMS AND CONDITIONS

### HRCE AFTER HOURS CONTACT

Custodial staff are scheduled to be on site during all rentals. If you experience access issues to the facility, please call the HRCE Emergency after hours number [902-442-2476]. The contact number is also located on your rental contract.

**User groups are not permitted to leave the doors open through use of rocks/sticks, chairs etc. If it is reported that your group has not adhered to this policy, it will result in cancellation of your future rentals. Groups are responsible for ensuring all participants of their group gain access to the building (i.e. phone tree, volunteer placed at the door etc).**

### UNUSED TIME

The holding of unused rental time by organizations is not permitted.

If it is determined that an organization is not using a rental time, after two consecutive dates, the rental will be cancelled, and the time will be reallocated to other user groups.

### INCLEMENT WEATHER/STORM CANCELLATION PROCEDURE

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

To subscribe to HRCE notifications sign up at [www.hrce.ca](http://www.hrce.ca).

If a school is open to students during the day, HRCE will notify HRM by 3:00pm if the school will be closed during the evening. You will be notified by email accordingly.

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 impacted groups in a timely manner.

### USE OF EQUIPMENT

Facility Rental contracts are for "space" only. Gym rentals include the use of nets and standards, if available.

Rentals do not include use of showers, kitchens, instructional supplies, storage, WI FI, or other equipment (i.e. mats, projectors, smart boards, AV equipment, computers, 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 Scheduling Coordinator. For events requiring grouped seating, chairs must be set up in 'ganged' rows by Custodial staff; additional charges may apply.

Furniture (tables, chairs, benches, etc.) moved or rearranged by groups for their use are to be put back where they were found by the client prior to leaving the building.

Users will be held responsible for damage to, or misuse of school or equipment.

Only indoor equipment may be used inside HRCE facilities. Outdoor equipment such as baseballs, softballs, lacrosse balls, sticks, etc. are not permitted.

Floor Hockey is not permitted in HRCE facilities.

## CONTRACT TERMS AND CONDITIONS

### APPROPRIATE BEHAVIOUR & USE OF SPACE

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. Facility Scheduling Coordinators will allocate space according to the intended use/design of the space. No stage use is permitted.

Food and drink (except for water) is not permitted in HRCE gymnasiums.

Requests to offer a canteen must be approved by the Facility Scheduling Coordinator. If approved, food or drink will only be permitted in the designated area.

Glitter and hair spray is not permitted in HRCE facilities.

Only approved tape can be used with permission and must be completely removed at the end of the rental.

HRCE prohibits alcohol in schools or on school property.

HRCE prohibits smoking and vaping in schools or on school property.

Organizations must respect individual school notices regarding nut-free, scent-free environments, food allergies.

You must notify the Facility Scheduling Coordinator in advance if you are changing the intended purpose of your rental i.e. practice to an exhibition game.

**Only indoor footwear** will be permitted in HRCE gymnasiums. This applies to both participants AND spectators and includes, but is not limited to, Cadet Boots, Oxford Shoes, cleats, winter boots, etc. There are no exceptions.

Consequences for violating any of the above terms and conditions include, but are not limited to, eviction from the facility or cancellation of current and/or future rentals.

Any report of unacceptable behavior associated with a rental will be investigated, and the group will be contacted. Organizations and/or individuals using HRCE facilities shall confine their activities to the area(s) designated and the associated corridors, entrances, and washrooms.

### FIRE SAFETY & FIRST AID

After-hours clients should 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.

### INSURANCE & INDEMNITY

HRCE does not accept responsibility for any loss, property damage or injury which may arise from your rental of the Facility including any items lost or stolen while you are at the Facility or any parking area. This includes loss or damage to equipment and property brought to the Facility by your members, participants and spectators and extends to that equipment or property which may remain after the rental term has concluded.

You and your heirs, personal representatives and next of kin, agree to indemnify and hold harmless HRCE employees, volunteers and agents from and against all liability, loss, claims, demands, costs and expenses, including reasonable legal fees, occasioned wholly or in part by, or arising out of, any cause whatsoever, except for HRCE's gross negligence or wilful misconduct but including your negligence or acts or omissions by you, your officers, agents, employees, volunteers or



## CONTRACT TERMS AND CONDITIONS

others for whom you are responsible at law, or third parties, either direct or indirect, through your use and/or operation of the Facility.

YOU ACKNOWLEDGE, AGREE AND REPRESENT THAT YOU UNDERSTAND THAT THE NATURE OF THE ACTIVITIES THAT YOU ARE UNDERTAKING MAY INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING (BUT NOT LIMITED TO) PERMANENT DISABILITY, PARALYSIS AND DEATH. THESE RISKS AND OTHER SIMILAR DANGERS MAY BE CAUSED BY YOUR OWN ACTIONS, OR INACTIONS, THE ACTIONS, OR INACTIONS OF OTHERS PARTICIPATING IN THE ACTIVITY OR THE CIRCUMSTANCES IN WHICH THE ACTIVITY TAKES PLACE. THERE MAY BE OTHER RISKS AND DANGERS AND SOCIAL AND ECONOMIC LOSSES NEITHER KNOWN TO YOU NOR READILY FORESEEABLE AT THIS TIME (THE RISKS AND DANGERS SET FORTH IN THIS SECTION ARE COLLECTIVELY THE “**RISKS**”).

YOU KNOWINGLY AND VOLUNTARILY ACCEPT AND ASSUME ALL SUCH RISKS AND ASSUME ALL RESPONSIBILITY FOR LOSSES, COSTS AND DAMAGES INCURRED AS A RESULT OF YOUR RENTAL OF THE FACILITY AND PARTICIPATION IN THE ACTIVITY.

BY SIGNING YOUR CONTRACT, YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT YOU HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.