

# Rental Contract Terms and Conditions

## Outdoor Facilities

This agreement (the "**Agreement**") contains the terms and conditions applicable to the rental and use by you ("**you**" or "**your**") of the rented space within the outdoor facility or the entire outdoor facility, including such outdoor facilities as sports fields, ball diamonds, parks, tracks, courts and all-weather fields (collectively the "**Facility**") owned by Halifax Regional Municipality ("**HRM**").

### ISSUANCE OF RECEIPT

1. Upon your execution of this Agreement, confirmation of any applicable insurance and confirmation of your payment of the Fees, you will be issued a Facility rental contract ("the **Contract**"). The Facility is to be used only on the date(s) and hour(s) shown and for the purpose specified on the Contract.

### FEES

2. The amount you will pay for your rental and use of the Facility (the "**Fees**") shall be in accordance with the fee schedule as determined by HRM and as updated from time to time.
3. For a one-time rental of a Facility, you shall pay the full amount of the Fees prior to the date your rental is to commence. Your rental is not complete until the full amount of the Fees has been paid. Payment of Fees may be made by post-dated cheque or other means as advised by HRM.
4. For multiple rentals of a Facility, you may enter into a payment plan with HRM to pay the Fees. You and HRM shall agree to the payment plan, including due dates and amount due, prior to the issuance of the Contract. The details of the payment plan will be outlined in the Contract.
5. HRM may charge you a \$40 service charge for any cheques returned from a bank for any reason, including, but not limited to, insufficient funds. If a payment is returned, your rental shall be suspended until your Fees are paid in full and in the interim, the Facility may be rented to others.

### INSURANCE

6. HRM, in its sole discretion, taking into consideration the Facility and your proposed use of the Facility, may require you to purchase insurance and keep such insurance policy in force for the duration of your Contract. If insurance is required, HRM shall advise you of any specific insurance policies or clauses that are necessary and you shall procure the required insurance prior to the issuance of any Contract.
7. IF YOU HAVE BEEN REQUIRED TO PURCHASE INSURANCE FOR YOUR RENTAL OF THE FACILITY, YOU MUST HAVE A COPY OF YOUR CERTIFICATE OF INSURANCE AVAILABLE TO PRESENT TO FACILITY STAFF AT THE TIME OF YOUR RENTAL. Upon failure to produce the certificate, Facility staff may refuse to admit you and any participants or spectators to the Facility and there shall be no refund to you of any rental amounts paid. No exceptions shall be made and Facility staff do not have the authority to alter or modify this requirement.

### YOU AND YOUR USE OF THE FACILITY

8. You must be nineteen (19) years of age or older in order to complete the rental for the Facility.
9. If you are renting the Facility on behalf of an organization, you represent and warrant that you have the authority to act on behalf of and bind the organization to the terms and conditions of this Agreement and everywhere in this Agreement that refers to you or your, shall also include your organization.
10. You, or if you are signing on behalf of an organization, then an authorized representative of the organization, must be present for the duration of the rental period or you must be prepared to provide the name and contact information of the person HRM staff

may contact in order to confirm your authorized use of the Facility. If you or the authorized person is not present during the rental period, or if HRM staff is unable to contact the authorized person using the contact information you provide, HRM staff reserve the right to request you, members, participants and spectators leave the Facility until your rental of the Facility is confirmed.

11. This rental agreement creates a license to use the Facility, or a specific space within the Facility, only for the duration of your rental term and it is granted for the exclusive benefit of you only and may not be transferred, assigned or sub-licensed to any other party.
12. You shall comply with, and you shall cause your members, participants and spectators using the Facility to comply with, all federal, provincial and municipal laws, and all applicable rules and regulations, policies and procedures of HRM that may apply to your use of the Facility.
13. You shall abide by, and you shall cause your members, participants and spectators using the Facility to abide by, all notices, regulations and signage posted in the Facility.

#### **SAFETY**

14. You shall ensure the Facility is kept safe for Facility staff, your members, participants and, where applicable, members of the public attending your event or present in the Facility.
15. You shall ensure that all participants in any activity during your rental wear the appropriate protective equipment as required by the activity and that all equipment and supplies utilized in connection with the activities for which the Contract is issued shall be in a safe and usable condition and shall not present a hazard to the user or other participants.
16. In the event that you require security personnel or other security requirements to be present during your rental of the Facility, you shall arrange such requirements prior to the time of your rental and any costs associated with the security requirements will be your responsibility.
17. In the event of an emergency, you shall ensure that Facility emergency evacuation plans, as posted at the Facility, are followed and you assume responsibility for any emergency situation(s) that may occur while your members, participants and spectators are using the Facility.
18. Emergency exits must not be blocked by you or your members, participants or spectators at any time and unimpeded access to these must be maintained throughout the term of your rental
19. If first aid assistance is required, and after contacting 911 if the emergency requires this, you must contact Facility staff if available. You should have your own First aid kit available in the case of an emergency. AED units are available at select locations only.
20. You shall ensure that children 12 years of age and under in the Facility are supervised by an adult over the age of 19 at all times.

#### **CAPACITY**

21. When booking an all-weather field, you must confirm the capacity with HRM staff. Otherwise, occupancy capacity varies by Facility and is posted at the entrance gates to the Facility or is contained in your Contract. You shall ensure that the capacity of the Facility is not exceeded during the term of your rental. You agree that HRM staff reserve the right to request you, members, participants and spectators leave the Facility until the proper capacity is reached.
22. You shall confine the activities of your group using the Facility to the areas designated on the Contract and the associated entrances and washrooms.

## CONDITION OF FACILITY AND BEHAVIOUR

23. You agree to inspect the Facility at the beginning of the rental term and report any issues or hazards to Facility staff. If there are no Facility staff on site, you are to report any issues to 311.
24. You shall exercise the greatest care in the use and occupation of the Facility, you agree that you are responsible for any set-up or tear-down of the rental area that may be required, you agree that the Facility will be left in an equal or better condition than that which existed prior to the rental term commencing, and you agree to use any equipment only for their intended use and return them to their proper location at the end of your rental term. You further agree that you are responsible for any loss, damage or theft of any equipment used. Should you not leave the Facility in a clean state, you agree that HRM may, in its sole discretion and within thirty (30) days of your use of the rental area, invoice you for any damages or extra maintenance costs arising from your use of the Facility.
25. Unless you have written permission from HRM, you shall not move or install any major equipment or materials, including but not limited to, tents, canopies or similar temporary structure or the movement of goal posts or bleachers, in or around the Facility. If permission is provided, Facility staff must be present to supervise the movement or installation.
26. HRM makes no representations or guarantees as to the condition of the Facility or as to the fitness for purpose or suitability of the Facility for your activities or event. You agree that if any of your members, participants or spectators observe any unusual or significant hazards or accidents or incidents during the term of the rental, you will cause the members, participants and spectators to remove themselves from participation and bring such hazard, accident or incident to the attention of 311.
27. You are responsible for the behavior of your members, participants and spectators and shall ensure that all participants and spectators are aware of and abide by these terms and conditions and all notices and regulation signs posted at the Facility. Improper behavior or language, verbal abuse, or disrespect to Facility staff and/or the public will not be tolerated. HRM, including any Facility staff, shall have the right at any time to eject from the Facility or refuse admittance to any person who, in the opinion of anyone having responsibility or supervision of the Facility, is creating a disturbance or behaving in an objectionable or unacceptable manner.
28. IN ADDITION TO INVOICING YOU FOR DAMAGES TO THE FACILITY HRM MAY, AT ITS SOLE DISCRETION, REQUIRE YOU TO PAY ADDITIONAL FINANCIAL COMPENSATION TO HRM. THE PAYMENT OF THIS ADDITIONAL FINANCIAL COMPENSATION WILL BE AS A RESULT OF YOUR BREACH OF THIS AGREEMENT, INCLUDING IN PARTICULAR, A BREACH RESULTING FROM THE ACTIONS AND BEHAVIOURS OF YOU OR YOUR MEMBERS, PARTICIPANTS AND SPECTATORS OR A BREACH RESULTING FROM A COMPLAINT BEING MADE AGAINST YOU OR YOUR MEMBERS, PARTICIPANTS AND SPECTATORS. HRM SHALL ADD THE AMOUNT OF FINANCIAL COMPENSATION, AS SET FORTH BELOW, TO YOUR NEXT RENTAL OF A FACILITY. FURTHERMORE, AT HRM'S SOLE DISCRETION, YOU MAY NOT BE PERMITTED TO RENT ANY FACILITY IF ANY PAYMENT OF FINANCIAL COMPENSATION REMAINS OUTSTANDING OR IF YOU HAVE THREE OR MORE BREACHES OF ANY CONTRACTS.
  - (a) YOUR FIRST BREACH OF A CONTRACT – FINANCIAL COMPENSATION OF \$150.00
  - (b) YOUR SECOND BREACH OF A CONTRACT – FINANCIAL COMPENSATION OF \$300.00
  - (c) YOUR THIRD BREACH OF A CONTRACT – FINANCIAL COMPENSATION OF \$500.00

## ALCOHOL AND SMOKING

29. The possession, consumption, sale or distribution of alcoholic beverages is prohibited at all Halifax Regional Municipality facilities, except where approval has been granted and the appropriate liquor license has been obtained in accordance with Administrative Order 53, the *Municipal Alcohol Policy*, and the *Liquor Control Act* and regulations. In such case, you agree to comply with the terms of the liquor license, the *Liquor Control Act* and regulations and Administrative Order 53, the *Municipal Alcohol Policy*.
30. You shall comply with Nova Scotia's *Smoke-free Places Act*, Smoking and/or the use of chewing tobacco or marijuana or cannabis or related drugs or narcotics is strictly prohibited in any Facility. There shall be no smoking within four (4) meters of any entrances to, or exits from, the Facility.

## **CANCELLATION**

31. HRM reserves the right to deny rental of the Facility to individuals or groups that may violate or promote the violations of the rights that are guaranteed to other individuals or groups under the Nova Scotia *Human Rights Act* and the *Canadian Charter of Rights and Freedom*.
32. HRM reserves the right to amend or cancel this Agreement for any reason, including but not limited to: emergencies, maintenance, recreation programs and services, holidays or inclement weather. In the event of inclement weather, you are responsible to check the HRM Facility conditions telephone line or website, as made available by HRM, to determine if HRM has closed the Facility for use. Any usage of a facility during a closure is considered a breach of contract and subject to damages as set forth in this Agreement.
33. HRM shall have the right to cancel this Agreement immediately, prior to or during the rental term, without notice to you if, in the opinion of HRM staff, you or any person(s), members, participants or spectators using the Facility with or without your consent wilfully damages municipal property, displays misconduct, unlawfully consumes alcohol, or is otherwise in violation of any terms or conditions of this Agreement, municipal law or policy or applicable federal or provincial law.
34. If HRM closes the Facility in accordance with this Agreement, subject to the following, your Fees shall be refunded. However, if HRM does not close the Facility in accordance with this Agreement, it is your responsibility to cancel your Facility rental. You therefore acknowledge and agree that:
  - (a) should you wish to cancel your rental and receive a refund of your Fees, you must provide HRM with at least ten (10) business days of notice;
  - (b) if you do not provide HRM with notice of cancellation, or you provide less than ten (10) business days of notice of your cancellation, or if the time between your rental being confirmed and your use of the Facility is less than ten (10) business days, then you shall be charged the full amount of your Fees and no refund shall be provided; and,
  - (c) if your rental agreement is for an all-weather field or a "last minute online booking", your rental cannot be cancelled by you once your Contract is issued.

## **USING THE FACILITY**

35. Facility staff may be on site for the duration of your rental term and is required to perform certain tasks at the Facility. You agree to respect Facility staff's instructions and understand that staff is authorized to take any action necessary to ensure the terms and conditions of this Agreement are followed.
36. You agree that keys to the Facility, or to any buildings or lights, if issued, must be returned immediately to Facility staff at the end of the rental term.
37. If you are charging admission to events that will occur on the Facility, or if you are operating concessions or fund-raising activities at the Facility, you must receive written permission from HRM prior to the time of the event. You are responsible for obtaining any required permits or licenses.
38. Unless you have written permission from HRM, no motorized or large vehicles are permitted to be on or within the boundaries of the Facility. Such vehicles are only permitted near gated entrances for the sole purpose of loading and unloading equipment. You agree that parking may be limited and is on a first-come, first-served basis. Vehicles parked in emergency exits, fire lanes and/or accessible parking spots may be ticketed or towed at owners' expense.
39. No animals, except for properly documented service animals, are permitted at the Facility at any time.
40. You are not permitted to use "Halifax Regional Municipality," the "Halifax" brand or the Facility name in any advertisements, posters, websites or other promotional material. You may only refer to the civic address of the Facility on promotional material.
41. Posting or displaying advertising is prohibited unless such promotional material is approved by Facility staff. Solicitation of donations from Facility attendees is prohibited unless prior written approval is provided by HRM or Facility staff.

42. HRM has implemented a 4-stream waste management system at various Facilities and you must ensure that all members, participants and spectators place discarded items into the appropriate receptacle. If your event generates extra waste, you shall remove any bags from the Facility and discard them in outside receptacles.
43. You agree that at no time shall any fires be lit by you or any of your members, participants or spectators.
44. Unless you receive prior written permission from HRM, you are prohibited from using of drones or similar remotely operated vehicles on or above a Facility.
45. You shall vacate the Facility which you have booked by the finish time as indicated in your Contract. Should you stay past the time allotted for your rental, HRM may charge you an additional amount equal to a one (1) hour rental of that area within the Facility.
46. The Society of Composers, Authors and Music Publishers of Canada (SOCAN) and Re:Sound may require a license in order for music to be played at your event. The fees for the licenses are set out in tariffs and can be based on criteria such as revenue from the music activity, event capacity and whether or not dancing is part of the event. If these licensing fees apply, in most cases, HRM will pay these fees on your behalf and add them to your Fees. In certain cases, you may be responsible for obtaining the license and the payment of any associated fees directly to one of these organizations.
47. The following items are strictly prohibited from any all-weather Facility:
- (a) Hair clips and bobby pins
  - (b) Glass bottles or similar containers
  - (c) High heels, lawn chairs or similar items with pointed ends
  - (d) Chewing tobacco
  - (e) Spitting on the playing surface
  - (f) Putting chewing gum on the playing surface
  - (g) Attaching tape or similar items to the playing surface
  - (h) Wearing metal cleats or studs
  - (i) Consuming sunflower seeds, shelled or unshelled nuts and peanut products
  - (j) Swinging or hanging on fences, netting, or goal posts or cross bars
  - (k) Golfing on the playing surface

#### **LEGAL**

48. This Agreement is governed by the laws of Nova Scotia and the laws of Canada applicable therein without regard to principles of conflicts of law. Any disputes shall be determined exclusively in the courts of Nova Scotia.
49. Should any part of this Agreement be determined to be void by a competent judicial or legislative authority, the remainder shall be valid and enforceable.

#### **AMENDMENTS**

50. Should an amendment be required to this Agreement or the Contract, you shall authorize such amendment prior to it becoming effective. All other terms and conditions of the Contract and the Agreement shall remain in full force and effect after an amendment is completed.

#### **INDEMNITY**

51. HRM 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.

52. You and your heirs, personal representatives and next of kin, agree to indemnify and hold harmless HRM, it's Mayor, Council, 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 HRM's gross negligence or wilful misconduct but including your negligence or acts or omissions by you, your officers, agents, employees, volunteers or others for whom you are responsible at law, or third parties, either direct or indirect, through your use and/or operation of the Facility.
53. 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.