



## Recreation Facility Rental Terms and Conditions

### Definitions

- a) "East Hants" means the Municipality of the District of East Hants.
- b) "End Date" refers to the start date of when a Rental Contract will end.
- c) "Event" means the purpose for which the Rental Contract Holder has booked the Facility and at which the Rental Contract Holder will host Guests.
- d) "Event Date" means the date when the facility booking is scheduled for.
- e) "Facility" means the facility operated by the Municipality that is being rented.
- f) "Guests" refers to the attendees, patrons, invitees, and guests who are attending the Event during the time it is booked by the Rental Contract Holder and for whom Rental Contract Holder is responsible at law. When an Event is open to the public, all attendees are "Guests".
- g) "Municipality" means the Municipality of the District of East Hants.
- h) "Permit" refers to the Rental Contract that has been signed by both East Hants and the Rental Contract Holder and returned to East Hants.
- i) "Rental Contract" means an agreement that outlines the requested facility rental space, time, costs associated with the rental, and the terms and conditions of using the rented space.
- j) "Rental Contract Holder" a designated person who is responsible for the rental contract and is agreeing to the terms and conditions of the Rental Contract on behalf of an organization or person.
- k) "Rental Time" refers to the duration of which a Facility is rented for in a Rental Contract.
- l) "Renter" refers to those using the rented Facility on behalf of the Rental Contract Holder.
- m) "Start Date" refers to the start date of when a Rental Contract will begin.
- n) "User Groups" refers to entities and organizations that are registered with Registry of Joint Stock for Nova Scotia.



**General Information**

1. Rental Contracts must be signed by both parties to be valid and a signed copy must be returned to the Municipality of East Hants (“East Hants” or the “Municipality”) before the date of your first booking. Once fully signed and returned, the Rental Contract will be considered a “Permit”.
2. Rental Facility Permits are valid only for the use, location, date, and time specified in the Rental Contract and may not be changed or sub-leased unless approval is first received from East Hants in writing; a new Rental Contract may be required.
3. In the case of a dispute, East Hants’ copy of the Rental Contract will take precedence.
4. High risk activities, including but not limited to temporary inflatable structures (bouncy castles), must have special permission, in writing, from East Hants and may be subject to specific requirements such as waivers and insurance certificates from the rental company providing equipment.
5. It is the general policy of the Municipality that any child under the age of 12 must be supervised by at least one person over 16.

**Rental Contract Holder:**

6. Must be a minimum of 19 years of age at the time of booking and present in the permitted Facility during the entire Rental Time or may appoint someone over the age of 19 to supervise the site during the entire Rental Time.
7. Is responsible for restricting activities to the permitted area and Rental Time.
8. Will be responsible for costs incurred by the Municipality related to extended use of Facility past the Rental Time.
9. Must get permission in writing from East Hants for issuing admission charges or sale of food or refreshments at any Facility.
10. Is responsible for the conduct and supervision of all of its Guests and shall ensure all terms contained in this Rental Contract are observed.
11. User Groups shall provide their own first aid supplies, have group members trained in Emergency First Aid and CPR, be familiar with the proper evacuation procedures, and respond accordingly in an emergency.
12. Acknowledges that East Hants will not be responsible for emergency first aid for any Rental Contract Holder.



13. Is responsible for Facility and municipal property that is lost, stolen, or damaged during the rental period.
14. Is responsible for any personal items brought to the Facility by the Rental Agreement Holder or their Guests. Personal items must be removed at the termination of the Rental Time, unless otherwise authorized, in writing, by East Hants.
15. Will be held responsible for the behaviour of Guests. Improper behaviour, offensive language, verbal abuse, disrespect to staff and/or the public will not be tolerated and will be grounds for cancellation of Event Dates under this Agreement and future booking privileges. East Hants reserves the right to remove individuals from the premises for violation of this provision without refund of rental fees.
16. Acknowledges vandalism, littering, abusive language, smoking, and alcohol consumption without a proper license, shall be deemed as just cause to cancel this Rental Contract or reject future permit applications.
17. Shall comply, and shall cause their Guests to comply, with all federal, provincial and municipal laws and all applicable rules and regulations, policies and procedures of East Hants. This includes adhering to fire and alcohol regulations and any restrictions placed on open flames, such as candles, that may create a fire hazard.
18. Is responsible for vacating, returning to original condition, keeping Facility clean, and removing all rented or privately owned property, alcohol and personal effects by the specified permit End Time unless prior arrangements have been made. Confetti is prohibited in all facilities. Waste must be sorted and placed in appropriate waste bins. Events generating excessive waste may require, at East Hants' discretion, separate waste management services.
19. Acknowledges that failure to return Facility back to original condition may result in additional cleaning or damage fees that the Rental Contract Holder will be responsible to pay. This may also be grounds for cancellation of Event Dates under this Agreement and future booking privileges.
20. Ensure that any accidents or incidents are reported immediately to Facility staff on site at the East Hants Sportsplex or East Hants Aquatic Centre and within 24 hours of an occurrence via email to [recreation@easthants.ca](mailto:recreation@easthants.ca).
21. 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, East Hants will pay these fees on your behalf and add them to your fee schedule for your booking. In certain cases, you may be responsible for obtaining the license and the payment of any associated fees directly to one of these organizations.

**The Municipality of the District of East Hants (East Hants):**

22. Is not responsible for damage, loss, or theft of equipment or clothing of Rental Contract Holder or Guests (please secure your valuables).
23. Reserves the right to require security staff at any Event at the expense of the Rental Contract Holder (written confirmation of required security arrangements must be submitted ten days prior to the Event). If Police must be called to an Event, the Rental Contract Holder will be responsible for the costs incurred by the Municipality, if any, due to Police responding to the Event.
24. Reserves the right to require a security deposit for any rental period.
25. Reserves the right to cancel this Rental Contract should there be a breach of the terms herein.
26. May cancel Permits on short notice due to mechanical failures, weather conditions, or due to other factors. East Hants will strive to providing 24 hours' notice of the cancellation when possible. Facility closures will be noted on East Hants' website located in a special banner in at: [www.easthants.ca](http://www.easthants.ca) and posted on social media accounts.

**Rules of Use**

27. The last ten minutes of all rentals will be used to prepare the rental space for the next booking. For ice rentals, no one is allowed to enter the ice until the ice resurfacers and staff have left the ice surface and doors are closed. No one is allowed to enter the other rental spaces until their indicated booked times as per their contract.
28. East Hants will strive to allow for two change rooms per booking. Staff will aim to provide access to change rooms 30 minutes prior to the Rental Time and the Rental Contract Holder and their guests must leave no more than 30 minutes after the End Time.



## EAST HANTS

29. Change rooms must be left in a clean and usable condition when vacated.
30. The Rental Contract Holder must get permission, in writing, from East Hants before putting up decorations, signs, or advertising. If granted, the Rental Contract Holder must ensure all decorations/signs are fireproof, attached with temporary non-marking adhesive strips and are removed by the end of the rental.
31. Rental Contract Holder will be responsible for costs incurred, if any, as a result of a false alarm caused by the Rental Contract Holder or any of its Guests.
32. Rental Contract Holder may not sell items unless prior approval has been given by the Municipality, in writing, with the exception of tickets for fundraising.
33. East Hants recommends the Rental Contract Holder enforces the use of CSA approved helmets for all players/skaters while on the ice.

### **Policies / By-laws**

34. Smoking is prohibited in all municipal facilities pursuant to the NS Smoke-free Places Act. 2002, c. 12, s.1.
35. All Municipal open spaces are smoke free areas and require a ten-meter smoking distance from doors and windows as per the Smoke Free Open Space Policy.

### **Payment**

36. All Rental Contract fees and other amounts owing must be paid in full before the Start Date of the rental with the exception of User Groups who are using a payment plan that may have other payment terms.
37. East Hants reserves the right to cancel the Permit if the applicant defaults in any payment.
38. The Rental Contract Holder agrees to pay East Hants a fee of \$30+HST for any of the Renter's cheques which are returned to East Hants for insufficient funds. East Hants shall have the right to cancel any future Event Dates booked by the Rental Contract Holder and to not create any new rentals until all outstanding amounts, including this fee, is paid. Late payment may also disqualify a Rental Contract Holder from monthly payment plans.
39. User Groups may pay the Rental Price by cash, credit card, debit, or cheque if the value of the payment is \$2,000 or less. If the value of the payment is over \$2,000, the entity must pay by cheque. Cheques are to be made payable to the "Municipality of the



## EAST HANTS

District of East Hants" and payment must be remitted to the Facility rental location.

Individual users may only make payments online by visa debit or credit card.

40. User Groups may qualify for a payment plan.

### **Cancellations**

41. The Municipality must be notified in writing to [bookings@easthants.ca](mailto:bookings@easthants.ca) of any cancellation at least 14 days in advance of the booking date.

42. Failure to provide fourteen days 14 days' notice will result in a forfeiture of 50% of the rental fee as shown in the Rental Contract.

43. Failure to provide seven days' notice will result in a forfeiture of 100% of the rental fee as shown in the Rental Contract.

### **Insurance**

44. Proof of insurance is a mandatory requirement for User Groups and may be enforced with individual users who rent space.

45. The Rental Contract Holder may be responsible to obtain and carry commercial general liability insurance at their own expense, with an inclusive limit of not less than \$2 million per occurrence against all claims for bodily / personal injury, including and resulting in death and property damage.

46. High risk activities will be reviewed and may be subject to a higher policy limit.

47. User Groups will ensure that "The Municipality of the District of East Hants" is named as an additional insured on the policy and will provide a certificate of insurance (COI) prior to the Start Date.

48. Insurance is to remain in effect for the duration of the rental period.

49. If the policy is cancelled, changed or materially altered in any way that would affect the Municipality, prior written notice by registered mail will be given by the Rental Contract Holder's insurer to the Municipality's Insurance-Risk Management Section.

### **Assumption of Risk**

50. The Rental Contract Holder, by execution of this Rental Contract, agrees that they understand, acknowledge and accept the risks of injury or potential health risks that



may be involved in the activities within the rental Facility for the duration of the rental period.

51. The Rental Contract Holder acknowledges that medical care or related transportation costs deemed necessary by the Municipality and incurred as a result of the activities within rental Facility during the rental period will be the responsibility of the Rental Contract Holder.

### **Indemnity**

52. The Rental Contract Holder, by execution of this Rental Contract, agrees to indemnify and keep indemnified and save harmless the Municipality of the District of East Hants and each of its officers, employee, servants and agents from and against all actions, suits, claims, executions and demands which may be brought against or made upon East Hants, its officers, servants and agents and from all loss, costs, charges, damages, liens and expenses which may be paid, sustained or incurred by the East Hants, its officers, servants and agents by reason of the rental and including the activities by the Rental Contract Holder and its Guests during the rental period.

### **Understanding**

53. By signing the Rental Contract and/or agreeing to terms and conditions at the time of booking, the Rental Contract Holder acknowledges that it fully understands and agrees with all contractual terms therein.