

Outdoor Facility Usage Contract

1. **The Client agrees to adhere to all deadlines (ie. Application, schedules, payment, rain outs, etc.) set forth by the Facility Scheduling Office.**
2. **The Client agrees to pay all rental fees and other charges in advance of use as per the payment procedures set forth by the Facility Scheduling Office and as outlined on the Facility Rental Contract. Please note that under certain circumstances, the option of a payment plan may be available.**
3. **All bookings must be made through the appropriate Facility Scheduling Office. Any unauthorized changes in field use and/or subletting of time will not be permitted.**
4. The consumption and/or selling of ALCOHOLIC BEVERAGES on or about public lands is against the law. Failure to comply will result in fines to the league/user, loss of booking, and loss of booking priority status. **Please refer to the HRM Policy - "Temporary Alcoholic Beverage Tent/Garden Procedure" document.**
5. **Smoking is not permitted** in or on any Halifax Regional Municipality facility (ie. field house/washroom; park, plaza, diamond, sport field, etc).
6. The Client will be held responsible for:
 - . any damages caused to a facility due to your/participants/spectators negligence
 - . maintaining and cleaning facility during and immediately following usage
 - . the behaviour of participants/spectators.
7. **Clients must have their Facility Rental Contract available for verification while using any outdoor facility in case of any unauthorized use of a site.** Any client not having this verification may not be able to bump the unauthorized client based on a first come, first use basis. The authorized client may be asked to leave the premises.
8. **No motorized vehicles are permitted on any outdoor facility.** Vehicles are only permitted on site long enough to unload and load equipment.
9. **Prior approval** from Facility Scheduling Staff is required **for the installation of any tents, canopies, bouncy castles and/or temporary structures within the facility.** Fees may apply.
10. **Cancellations** must be reported to the appropriate office one month in advance of any booking for Special Events/Tournaments and 5 working days prior to any regular scheduled games to avoid billing. HRM reserves the right to cancel a client on a facility for any reason with 5 working days notice.
11. **The Facility Scheduling Office reserves the right to cancel usage due to inclement weather.** It is the responsibility of the specified league representative to contact the Field Condition Line (490-7100) or HRM Website (<http://www.halifax.ca/rec/fieldconditions.asp>) regarding field conditions. Decisions on field closures are made for 3:00 pm Monday to Friday and for 8:00 am on Saturdays, Sundays, and Holidays. **Field Closure Reporting Forms are the responsibility of the Client and must be submitted, in full, by the 2nd Friday of the following month. Absolutely no credits for field closures will be issued after the 2nd Friday in November.**
12. If the client causes **damage** to the facility that **client will be accountable** for and charged the restoration costs needed to bring the facility back to its original playing status.
13. If the client participates on a facility when a facility is closed due to inclement weather, out of playing season or due to construction/renovation, the **penalties are outlined below.** Spot checks will be carried out on fields when they are closed. Fines may also apply for any and all offences outlined in the Rental Contract /Clauses as deemed necessary.
 - First Offence..** A \$150.00 fine will be issued and you will be told to leave the field immediately.
 - Second Offence:** A \$300.00 fine will be issued to the client/league and the client/league will lose priority in field booking for the following season.
 - Third Offence:** A \$500.00 fine and immediate loss of field booking for the remainder of the season and for the next season.The above penalties may be enforced at the discretion of HRM staff where complaints are made against a team or league for disruptive conduct or illegal behaviour.
14. **Failure to adhere to the conditions of this Facility Rental Contract will result in the immediate loss of contract and/or future booking privileges.**
15. **By accepting this contract, the client agrees to notify all of its participants of the above clauses and agrees to accept all responsibility for any damage to equipment, property or facilities caused by usage and/or damages sustained by participants or spectators and agrees to indemnify Halifax Regional Municipality safe and harmless of any and all responsibility.**

Organization/league/user name: (please print) _____

As per (signature): _____ Date: _____

Staff Signature: _____ Date: _____