

Outdoor Facility Usage - Contract Clauses

1. The Client agrees to adhere to all deadlines (i.e. 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. Failure to make a scheduled payment within 5 (five) days of the due date will result in a Late Payment Fee of \$25.00. The Facility Rental Contract will be subject to cancellation at this time.
3. All bookings must be made through the 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 land 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 municipal Policy - Temporary Alcoholic Beverage Tent/Garden Procedure document.
5. Smoking/vaping is not permitted in, on or around any municipal facility (i.e. field house/washroom; park, plaza, diamond, sport field, etc.), as per the Smoke Free Places Act (Bill 125) and <http://www.halifax.ca/rec/Policies.php>
6. The Client will be held responsible for:

• damages caused to the facility due to your/participants/spectators negligence

• maintaining and cleaning the facility during and immediately following usage

• 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 Scheduling 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. Facility Scheduling Staff reserve the right to cancel a client on a facility for any reason with 5 working days’ notice.
11. Facility Scheduling Staff, in collaboration with Operations staff, reserve the right to cancel usage due to inclement weather. It is the responsibility of the specified league representative to contact the Field Condition Line (3-1-1) or Website (<https://apps.halifax.ca/fieldconditions/>) 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 2<sup>nd</sup> Friday of the following month. Absolutely no credits for field closures will be issued after the 2<sup>nd</sup> Friday in September for Minor Ball/Soccer Leagues; after the last Friday in October for Adult Ball/Soccer/Ultime Leagues; after the last Friday in November for all Football/Rugby Leagues.
12. If a client has made arrangements for the use of keys to any facility, they must return those keys according to the dates outlined in the Key Loan Procedures document. Failure to return keys may result in additional fines being applied to your account.
13. 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.
14. 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, penalties may be levied to the offending group. Those 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 to the client/league.

Second Offence = A \$300.00 fine will be issued to the client/league and the client/league will lose priority of 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 the municipality and will also be enforced where complaints are made against a team/league for disruptive and/or unacceptable or illegal behavior such as: foul language, violation of liquor laws, trespassing on private property, etc.

15. Failure to adhere to the conditions of this Facility Rental Contract will result in the immediate loss of contract and/or future booking privileges.

16. 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: \_\_\_\_\_