



Rental Permit/Contract

HRM 4-Pad Bedford: 61 Gary Martin Drive
Bedford, NS B4B 0G7
RBC Centre: 259 Commodore Drive
Dartmouth, NS B3B 0M1

Rental Contract Terms and Conditions Indoor Facility (Including Arenas)

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 facility or the entire facility (collectively the "**Facility**") owned by Halifax Regional Municipality ("**HRM**") and operated by Nustadia Recreation Inc. (NRI).

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 NRI and as updated from time to time.
3. For a one-time rental of the 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 NRI.
4. For multiple rentals of the Facility, you may enter into a payment plan with NRI to pay the Fees. You and NRI shall agree to the payment plan, including due dates and the amount due, prior to the issuance of the Contract. The details of the payment plan will be outlined in the Contract.
5. NRI may charge you a \$50 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. The Licensee shall, at its own expense, maintain, with insurers registered to do business in the Province of Nova Scotia, and in a form satisfactory to Nustadia Recreation Inc., a comprehensive general liability insurance policy for bodily injury (including death) and property damage in an amount of not less than \$2,000,000.00 (CDN) inclusive limit for any one occurrence and shall include Nustadia Recreation Inc. and Halifax Regional Municipality each named as an additional insured; with provision that 30 days prior written notice of cancellation shall be provided to Nustadia Recreation Inc. The policy will not contain a "participant's exclusion". The policy will be written on an "occurrence basis".
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.

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10. You, or if you are signing on behalf of an organization, 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 that NRI 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 NRI staff is unable to contact the authorized person using the contact information you provide, NRI 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. Changes to contracts can only be considered subject to availability of hours.
 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 NRI 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.
 14. Dressing rooms must be vacated within 30 minutes of the end of the ice rental period specified in this agreement. A \$50 surcharge will apply after the 30 minutes.
 15. Lost dressing room keys will be charged a \$25.00 replacement fee.
 16. No one will be allowed on the ice surface:
 - a) during operation of the ice surfacing machine;
 - b) until the ice resurfacing has been completed and the gates have been fully closed;
 - c) without the lights being turned on;
 - d) at any other time when directed by the arena staff; and
 - e) for a purpose other than the one(s) stated on the Contract.

SAFETY

17. 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.
18. 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.
19. 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.
20. In the event of an emergency, you shall ensure that Facility emergency evacuation plans, as posted in 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.
21. Emergency exits and emergency equipment, including hallways, corridors and access routes to alarm pull stations and fire extinguishers, 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
22. If first aid assistance is required, and after contacting 911 if the emergency requires this, you must contact Facility staff. First aid kits are available and AED units are available at select locations only.

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23. 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

24. You must confirm the capacity of the room(s) to be used with Facility staff. Room capacity varies by Facility and may be posted within rooms or in your Contract. You shall ensure that the capacity of the room(s) to be used within the Facility is not exceeded during the term of your rental. You agree that NRI staff reserve the right to request you, members, participants and spectators leave the Facility until the room's proper capacity is reached.
25. You shall confine the activities of your group using the Facility to the rooms designated on the Contract and the associated entrances and washrooms.

CONDITION OF FACILITY AND BEHAVIOUR

26. You agree to inspect the Facility at the beginning of the rental term and report any issues or hazards to Facility staff.
27. 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 or furnishings only for their intended use and return them to their proper location at the end of your rental term. Unless specifically advised by NRI, there are no equipment, supplies or materials available for your rental nor is their storage space available at the Facility. 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 and tidy state, you agree that NRI may, in its sole discretion and within thirty (30) days of your use of the rental area, invoice you for any damages or extra cleaning costs arising from your use of the rental area in the Facility.
28. NRI, in its sole discretion, may require that you provide a damage deposit prior to your use of the Facility. The damage deposit shall be returned to you at the end of your rental term if you have met the terms and conditions of this Agreement.
29. NRI 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 the nearest Facility staff member immediately.
30. 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 in the Facility. Improper behavior or language, verbal abuse, or disrespect to Facility staff and/or the public will not be tolerated. NRI, including 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.
31. IN ADDITION TO INVOICING YOU FOR DAMAGES TO THE FACILITY OR REQUIRING YOU TO PROVIDE A DAMAGE DEPOSIT PRIOR TO YOUR USE OF THE FACILITY, BOTH AS SET FORTH IN THIS AGREEMENT, NRI MAY, AT ITS SOLE DISCRETION, REQUIRE YOU TO PAY ADDITIONAL FINANCIAL COMPENSATION TO NRI. 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. NRI SHALL ADD THE AMOUNT OF FINANCIAL COMPENSATION, AS SET FORTH BELOW, TO YOUR NEXT RENTAL OF A FACILITY. FURTHERMORE, AT NRI'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

32. The facility is fully licensed and therefore it is illegal to bring alcoholic beverages of any kind onto the premises. Fines shall be levied against those who fail to comply with this policy and may be subject to further sanctions at the discretion of facility management.
33. 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 within the Facility. There shall be no smoking within seven and a half (7.5) meters of the Facility entrance or exit ways, windows or intake vents.

CANCELLATION

34. NRI 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*.
35. NRI 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.
36. NRI 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 NRI 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.
37. If NRI closes the Facility in accordance with this Agreement, subject to the following, your Fees shall be refunded:
 - (a) All cancellations, upon signing of the contract, will be subject to full payment (including all taxes) unless NRI is able to sell the entire ice slot(s) and/or receives full payment for the same.

USING THE FACILITY

38. 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.
39. You agree that all catering and concession sales are to be arranged through the Facility and no outside food or drink is permitted unless specifically permitted, in writing, by NRI.
40. You agree that keys to the Facility, if issued, must be returned immediately to Facility staff at the end of the rental term.
41. If you are charging admission to events that will occur in the Facility, or fund-raising activities in the Facility, you must receive written permission from NRI prior to the time of the event. You are responsible for obtaining any required permits or licenses.
42. 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.
43. Noise from your event must not disrupt or interfere with other events/activities within the Facility.
44. No animals, except for properly documented service animals, are permitted in the Facility at any time.
45. You are not permitted to use "Nustadia Recreation Inc.," the "NRI" brand, "Halifax Regional Municipality", the "HRM" 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.
46. Posting or displaying advertising is prohibited unless such promotional material is approved by Facility staff and affixed to community events/notice board in the Facility. Reasonable signage placed in the Facility for the purpose of directing visitors or invitees to the rental location is permitted. Solicitation of donations from Facility attendees is prohibited unless prior written approval is provided by NRI or Facility staff.

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47. You shall ensure that decorations are limited to tables, floors and other areas approved by Facility staff. Confetti, nails, tacks, tape, screws or similar articles are not permitted to be used, installed or placed in any part of the Facility.
 48. NRI has implemented a 4-stream waste management system within 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.
 49. You shall vacate the area in 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, NRI may charge you an additional amount equal to a one (1) hour rental of that area within the Facility.
 50. If your event uses or involves music, you are solely responsible for determining the need for a license, and obtaining the license from, and the payment of any associated fees to, organizations such as the Society of Composers, Authors and Music Publishers of Canada (SOCAN) or Re:Sound.
 51. If the Facility you are renting is an arena with ice, you agree to end the rental of the Facility on time and all your members, participants and spectators shall leave the ice when directed. You agree that all rentals include a 10 minute period for resurfacing of the ice meaning, for example, rentals of 1 hour include 50 minutes of on ice time and 10 minutes of ice resurfacing.

LEGAL

52. 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.
53. 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.

INDEMNITY

54. NRI 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.
55. You and your heirs, personal representatives and next of kin, agree to indemnify and hold harmless NRI, HRM and its 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 NRI'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.
56. 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.

57. BY SIGNING BELOW, 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.