



## CONTRACT

### Rental Agreement Terms and Conditions

The terms and conditions listed below apply to the use of the Zatzman Sportsplex (the "Facility"). In consideration of the terms and conditions set out below, the Dartmouth Sportsplex Community Association (the "Lessor") and the Lessee agree as follows:

#### Payment

1. The Lessee agrees to pay the applicable facility rental fees as determined by the Lessor.
2. Payments shall be by credit card, cheque, cash, debit or bank money order. A fee of \$30, will be charged for each NSF cheque.
3. Payment is required at time of booking the rental, unless the Lessee has an arrangement for monthly invoicing, which arrangement is at the discretion of the Lessor and may, be cancelled at any time. Invoicing payment is due before the end of each month. If monthly invoice payment becomes two months in arrears, you risk cancellation, and all future rentals will require advanced payment.

#### Cancellation

4. The Lessor may cancel this rental agreement at any time with, or without, cause. In addition, the Lessor may cancel without notice if the Facility becomes unavailable due to circumstances beyond its control including, but not limited to, fire, labour strikes, activation as an EMO shelter or facility or Act of God.
5. If the Facility is needed for another purpose (other than one that is beyond the Lessor's control), the Lessor reserves the right to cancel or postpone the Lessee's rental of the Facility provided a minimum of seven (7) days notice.
6. In the event of cancellation pursuant to clause 4 and/or 5 (above) advanced fees paid to the Lessor will be refunded, or credited, to the Lessee.
7. If the Lessee cancels the rental with a minimum of thirty (30) days notice, 100 percent of the rental fees will be waived and any advance fees paid to the Lessor will be refunded or credited to the Lessee. Pool rentals are an exception. Information on pool rental cancellations is included further in the document in the applicable Pool Appendices.
8. If the Lessee cancels the rental with a minimum of fourteen (14) days notice, 50 percent of the rental fee is due and payable to the Lessor and any advance fees, paid to the Lessor, over 50 percent of the fees due will be refunded or credited to the Lessee. Pool rentals are an exception. Information on pool rental cancellations is included further in the document in the applicable Pool Appendices.
9. If the Lessee cancels the rental with fewer than fourteen (14) days notice, 100 percent of the rental fee is due and payable to the Lessor and there shall be no refund for any advance fees. Pool rentals are an exception. Information on pool rental cancellations is included further in the document in the applicable Pool Appendices.
10. In the event of inclement weather, the Lessor will use its discretion, if the building closes. Normally the Facility does not close unless, Halifax Transit is fully shutting down services. The Lessor will contact the Lessee that it impacts. Lessees should have a communication tree set up for their own group, members or teams. The Lessor will also post on Social Media. **The Lessee is responsible for their rental charges, if we remain open.**

#### Insurance and Indemnification

- 
11. The Lessee agrees to save harmless and indemnify the Lessor against any and all claims, liabilities, demands, damages, rights, or causes of action whatsoever made, or asserted, by anyone arising out of or incidental to the Lessee's rental of the Facility.
  12. The Lessee agrees to save harmless and indemnify the Lessor for any damage that may occur to the Lessor's property, facilities, furnishing, or equipment arising out of or incidental to the Lessee's rental of the facility.
  13. The Lessor is not responsible for articles or valuables lost, stolen or in any way damaged at the Facility.
  14. If staging an event at the Facility, the Lessee shall obtain general liability insurance of no less than two million dollars (\$2,000,000) and property insurance of no less than ten thousand dollars, and both the Lessor and the Halifax Regional Municipality, plus their officers, members, agents, services contractors, concessionaires, and employees shall be named as Additional Insureds. The Lessee must provide the Lessor with a Certificate of Insurance evidencing that the insurance is in full force and effect no later than fourteen (14) days prior to the opening day of the event. Failure to provide insurance in a timely manner may result in cancellation of event and forfeit all deposits.
  15. The Lessor reserves the exclusive right to determine whether a Lessee is subject to the insurance requirement in clause.

### **Concessions, Alcohol and Lotteries**

16. The Lessor and its agents have exclusive rights to sell and/or provide all food and beverages at the Facility. There shall be no sale, sample, or gift of food or beverages at the Facility without the written permission of the Lessor.
17. The Lessee agrees that any catering required at the Facility shall be approved by the Facility.
18. The Lessee is prohibited from having any alcoholic beverages in the Facility except as provided by the Lessor.
19. Smoking at the Facility is strictly prohibited.
20. The Lessee is responsible for obtaining, and presenting to the Lessor prior to the rental period, a lottery licence issued by the Nova Scotia Alcohol and Gaming Authority for any 50/50 draws, raffles, silent auctions or other fundraising activity.

### **Policing**

21. The Lessee shall be financially responsible for sufficient policing to maintain order and security within the Facility during the rental period. If the Lessee requires security services, the Lessee shall pay all associated costs of those services as arranged by the Lessor. The number of personnel required to sufficiently police the Facility shall be a final and binding decision of the Lessor.
22. The Facility does not accept responsibility for enforcing any outside body disciplinary policies. Any disciplinary policies of organizations making use of the Sportsplex facilities, apply only to the specific leased area. It is the responsibility of the Lessee to enforce their own disciplinary policies, as required by their respective governing bodies.

### **Appropriate Behaviour**

23. The Lessee is legally and financially responsible for any and all damage to the Facility and/or equipment during the rental period and will be billed the amount required to repair that damage, as determined by the Lessor.
24. Upon taking possession of the room, the Lessee is responsible for immediately notifying the Lessor if the room and/or equipment is damaged in any way or is not in a suitable condition for the Lessee's purposes. If damage caused by a previous Lessee is not reported, the Lessee will be liable for all the costs of repairing the damage.
25. The Lessor reserves the right to evict, from the Facility, anyone who is not acting in the best interest of the Facility or who displays inappropriate behaviour.

- 
26. The Lessee is responsible to ensure that garbage, waste, or recyclables are placed in the appropriate receptacles. Failure to keep the Facility in order during the rental period may result in extra costs to the Lessee to reimburse the Lessor for additional cleaning.
27. The Lessee will refrain from using foul, abusive or hateful language, when on the premises.

### **By-Laws and Legislation**

28. The Lessee understands the legislative requirements of the activities being conducted at the Facility and is responsible for ensuring that these activities, and the participants in them, comply with the requirements of any applicable federal or provincial legislation or municipal by-laws.
29. During the rental period, the Lessee is solely responsible for enforcing its own disciplinary, and any other, policies as required by its respective governing body.
30. The Lessee agrees to ensure that all their employees, volunteers, organizers, contractors and anyone else working within the Facility in conjunction with the Lessee's rental of the Facility comply with the Lessor's Occupational Health and Safety Policy.

### **Penalties**

31. Penalties for violating any of these General Terms and Conditions include, but are not limited to, possible eviction from the Facility, cancellation of current and future rentals, and/or ban from the Facility.

### **Appendices**

32. The Lessee agrees that the rules and regulations applicable to their booked space attached as Appendices "A", "B" and "C" to this agreement form a valid and binding part of the agreement and violations of those rules and regulations may result in the penalties outlined above.

### **Extra Costs**

33. The Lessee is responsible for extra costs related to their facility rental including, but not limited to:
- a. A bar charge applied in addition to the cost of the rental if the bar sales are below a certain amount before taxes.
  - b. Any overtime required arising from, or incidental to tournament, competition or play-off rentals at the discretion of the Lessor.
  - c. Any additional cleaning costs related to a breach of Policing or Appropriate Behaviour clauses 21-27.
  - d. Extra equipment, not covered by this rental agreement, including but not limited to LCD projector, laptop computer, flipcharts, extra electrical requirements such as extension rods or power panels, table linens, additional tables and chairs, and extra nets.
  - e. "Day of" changes to the set-up such as more tables, chairs, requirement to re-set the room to a different layout than was agreed to when the Facility was booked.
  - f. Applicable SOCAN and RESOUND costs.
  - g. Forklift & Operator for stage construction.
  - h. Electrical connect and disconnect.
  - i. Security as required under Policing clause 21-22.

### **General**

34. The Lessor uses a cloud-based server to store our client data. Financial information is not stored, kept or recorded on this server.

- 
35. This rental agreement is made for the exclusive benefit of the Lessee and the rights or privileges associated with the rental of the Facility pursuant to this agreement cannot be transferred, assigned, or subleased to any other party.
36. This Agreement will be governed by the laws of the province of Nova Scotia.

---

## Appendix A - Gym Rental Agreement

1. Children 9 and under are required to be accompanied by an adult at all times in the gymnasium, unless they are participating in a registered program under specific staff supervision.
2. Gym rental fees are based on one ½ gym rental (equal to one full high school basketball court with 2-3 baskets or 3 pickleball/badminton courts), full gym rental (equal to one FIBA court with 2-6 baskets), or the set up required for your activities for the approved activity or event. Extra fees may be applied, should the lessee require use of the track or any additional equipment such as baskets, score clocks, shot clocks, tables and chairs, and sound system. These extras must be pre-arranged at time of booking or a minimum of 1 week before the event.
3. One (1) hour of gym time constitutes fifty-five (55) minutes of actual gym time. The remaining five (5) minutes is for gym clean up, preparation, and change over of groups. When the allotted time is up, all players will immediately leave the gym. Please use the locker rooms to change, as changing in the gym is not permitted.
4. The Lessee understands that the gym is only available to them during the time listed on the contract.
5. The lessee understands that there may be additional charges should overtime be required. Should the Lessee extend their allotted time, the lessee will be charged \$60 + HST for every 15 minutes or portion there-of.
6. In the best interest of security, the Zatzman Sportsplex recommends that the Lessee keep valuables locked in a locker or locked in their vehicle at all times. The Lessor will not be responsible for articles or valuables lost, stolen or in any way damaged on the premises. Please do not bring gym bags into the gymnasium.
7. The Lessee is responsible to ensure that garbage, waste or recyclables are placed in the appropriate receptacles provided. Should the Lessee and/or their participants choose not to do so, additional charges will be applied to the rental to cover the costs of additional cleaning.
8. The Lessee must notify the Lessor at the time of booking, if a large amount of spectators are expected or tickets are being sold for entry and if they require use of the sound system and time clock. Security may be required at the discretion of the Lessor. Lessee is responsible for security fees as stated in the Policing section of the DSCA rental agreement.
9. All sport Lessees must inform their participants to wear sport appropriate attire and equipment for the particular sport.
10. The Lessee must ensure that only sport drinks/water with secured lids (no glass bottles) are brought in the gymnasium. No food is permitted in the gymnasium.
11. Outdoor footwear is not permitted in the gymnasium.

---

## Appendix B - Ice Rental Agreement

1. Children 12 and under are required to wear a CSA approved helmet when on the ice.
2. Ice rental fees are based on ice rental, two nets and two Dressing Rooms. Extra fees may be applied, should the lessee require use of the Track, any additional equipment such as nets, easy skater, music or if a Skate guard is required for an event. These extras must be pre-arranged at time of booking or a minimum of 1 week before the event.
3. One (1) hour of ice time constitutes fifty (50) minutes of actual on-ice time. The remaining ten (10) minutes is for ice preparation. When the ice surface is to be conditioned by the Sportsplex staff, all players will immediately leave the ice surface as soon as the horn sounds and remain off the ice until the machine has left the ice surface.
4. The Lessee understands that the ice is only available to them during the time listed on the contract.
5. The lessee understands that there may be additional charges should overtime be required. Should the Lessee extend their allotted time, the lessee will be charged \$60 + HST for every 15 minutes or portion there-of.
6. In the best interest of security, the Facility recommends that the Lessee keep rooms locked any time the room is unoccupied. The dressing rooms can be locked with a padlock. The Lessee is responsible for their own padlock(s) for dressing room(s) used. The Lessor will not be responsible for articles or valuables lost, stolen or in any way damaged on the premises. **Players must vacate dressing rooms thirty (30) minutes following the end of the ice rental.**
7. The Lessee is responsible to ensure that garbage, waste or recyclables are placed in the appropriate receptacles provided. Should the Lessee and/or their participants choose not to do so, additional charges will be applied to the rental to cover the costs of additional cleaning.
8. The Lessee must notify the Lessor at the time of booking, if a large amount of spectators are expected or tickets are being sold for entry and if they require use of the sound system and time clock. Security may be required at the discretion of the Lessor. Lessee is responsible for security fees as stated in the Policing section of the DSCA rental agreement.

---

### **Appendix C – Pool Rental Agreement**

1. The Lessee understands the rules and policies of the pools, slides, splash pad, and the therapy pool. All persons must reach the height requirement of 48" or 1.22m and must be very capable swimmers in deep water to use the green slide. All slides are FEET FIRST only.
2. All children 9 years of age and under must be within an arm's reach of a supervising adult.
3. Splash pad, therapy pool and blue slide are shared among all rentals and members.
4. Therapy pool is not to be used by children 4 years of age and under. Children 5-15 years old must be accompanied by an adult.
5. Leisure pool party contains the whole leisure pool unless otherwise stated on the contract.
6. Main pool party contains lanes 1-5. Lanes 6-8 will be used for other purposes by other groups or Sportsplex members.
7. If somebody must use the lessee's pool space to enter the pool for accessibility purposes, they must be allowed to do so. Once they enter they will efficiently and safely move to the part of the pool the lessee has not rented.

#### **Cancellation Policy:**

8. The Lessee agrees that if their Pool Rental(s) (incl. associated room rentals) is cancelled with a minimum of 30 days notice, 50 percent of the rental fee will be refunded. If the rental is cancelled with less than 30 days advanced notice the entire rental fee is forfeited to the Lessor.