

## RENTAL CONTRACT - PART 1 TERMS & CONDITIONS

This rental contract is made up of 2 or more documents including: Part 1 - Terms & Conditions enclosed herein, and all Part 2 - Facility Request Form(s) dated on or after the date of this agreement and Part 3 (if applicable).

The Rental Contract is between the Chesterfield Sports Society (the Society) and \_\_\_\_\_ of \_\_\_\_\_  
Licensee Authorized Agent - Name and Title Licensee (Organization, Company)

This contract pertains to all activities of both the Licensee and all Agents of the Licensee in relation to bookings/rentals of Cowichan Sportsplex facilities at 5847 Chesterfield Avenue, Duncan BC (the Premises) or other equipment or locations as outlined in all Part 2 - Facility Request Form(s) prepared by the Society, at the request of the Licensee and/or Agents of the Licensee, either by phone, in person or by email. This Contract is in effect until this agreement is cancelled in writing by the Licensee or by the Society.

### **CONDITIONS OF USE:**

1. The Licensee agrees to start and end their event according to the times on Part 2 of this contract. Failure to do so may result in additional charges being incurred.
2. The Licensee is responsible for all costs associated with the event including, but not limited to, equipment, staffing, set ups and take downs, cleanup and facility damages unless otherwise agreed.
3. Unless otherwise agreed, nothing contained in this License shall be construed as an undertaking or agreement by the Society to provide or maintain for the benefit of the Licensee any equipment or personnel or to undertake any maintenance, janitor service or other works of like nature during the Licensee's use and occupation of the premises.
4. Nothing contained in this License shall take effect as, or constitute a warranty of guarantee by the Society, as to the fitness, availability or condition of the said premises or the fixtures and fittings therein or of any equipment given, loaned or rented by the Society to the Licensee independently of this license.
5. The Licensee and/or its agent(s), attendees, participants, guests and spectators must obey the instructions of Society staff and observe all facility rules and regulations, which may be communicated verbally, in writing or by being posted in, on or about the premises.
6. The Licensee shall not sublet any portion of the premises under this contract without the written permission of the Society.
7. The Society reserves the right to cancel or alter rentals should conditions arise that necessitate schedule changes.
8. The Society has the sole right to operate Concessions on, in or about the premises, unless otherwise agreed to, and for which a vending fee will apply.
9. No liquor shall be permitted in, on or about the Premises, unless the Society has given permission to that use and a liquor license has been obtained by the Licensee and a copy has been given to the Society.
10. The Licensee is solely responsible for emergency first-aid treatment of all participants and spectators during the entire course of the facility occupation. The Licensee is required to identify, provide and make accessible a staffed First Aid Station, equipped with a first-aid kit, to all attendees during the period of the Licensee's occupation.
11. At the discretion of the Society the Licensee shall provide and pay for additional services such as first-aid, fire, police/security and/or portable toilets. Should the Licensee fail to provide any of the aforesaid services where required, the Society may provide the same and the Licensee shall pay the cost upon demand.
12. The Licensee shall not construct, erect or attach any fixtures of any kind to any part of the premises without the written consent of the Society and if so erected, the Licensee

