



Rental Contract Part 1 – Terms & Conditions (see also Part 2 & 3)

This rental contract is made up of 3 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 Policies & Procedures and it covers all use of the Sportsplex facilities by the customer whether or not specifically referred to in any or all of the contract documents.

The Rental Contract is between the Chesterfield Sports Society (the Society) and _____ of _____

Authorized Customer Contact

Organization/Company (Customer)

This contract pertains to all activities of both the Customer and all Agents of the Customer in relation to bookings/rentals of Cowichan Sportsplex facilities/equipment 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 Customer and/or Agents of the Customer, either by phone, in person or by email. This Contract is in effect until this agreement is cancelled in writing by the Customer or by the Society. This contract shall be valid notwithstanding any change or changes in the name of the said Customer, or any change or changes in the membership of the said Customer.

CONDITIONS OF USE:

1. The Customer agrees to start and end their event according to the times on one or more Part 2's of this contract. Failure to do so may result in additional charges being incurred.
2. The Customer 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 contract shall be construed as an undertaking or agreement by the Society to provide or maintain for the benefit of the Customer any equipment or personnel or to undertake any maintenance, janitor service or other works of like nature during the Customer's use and occupation of the premises.
4. Nothing contained in this contract 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 Customer independently of this license.
5. The Customer 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 Customer 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. A vending fee will apply to vending by agents of the Customer and notice to the Society must be given.
9. **No liquor shall be permitted in, on or about the Premises, unless the Society has given permission** (separate application process) to that use and a liquor license has been obtained by the Customer and a copy has been given to the Society.
10. **The Customer is solely responsible for emergency first-aid** treatment of all participants and spectators during the entire course of the facility occupation. The Customer is required to identify, provide and make accessible a staffed, adequately equipped First Aid Station, to all attendees during the period of the Customer's occupation of the Premises.
11. At the discretion of the Society the Customer shall provide and pay for services such as first-aid, fire, police/security and/or portable toilets. Initial _____

12. Should the Customer fail to provide any of the aforesaid services where required, the Society may provide the same and the Customer shall pay the cost upon demand, and if not by credit card on file.
13. The Customer 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 Customer covenants to remove the same and restore and leave the premises in the same condition as they were in at the time the Customer entered into occupation.
14. If such restoration, is not remedied to the satisfaction of the Society, all such repairs are to be carried out by the Society and all resulting costs and/or charges are to be paid by the Customer.
15. Children twelve (12) years and under associated with the Customer and/or its agent(s), attendees, participants, guests and spectators must be supervised/accompanied by a responsible person nineteen (19) years or older. The Customer is responsible for the actions and any resulting damage caused by the above-mentioned.
- 16. The Customer must provide proof of at least \$2 million Public Liability Insurance, with the Society and the Municipality of North Cowichan named as "additional insured" prior to use of the facilities.**
17. Waiver of one or more terms of this agreement shall not thereafter be deemed a modification or waiver of the entire agreement but all other terms and conditions shall remain in full force and effect.
18. In order to avoid billing, cancellations must be received: at least 2 days prior to practices, 7 days prior to games, 30 days prior to events, 60 days prior to tournaments. Cancellations not in accordance with these requirements will be billed at the discretion of the Society.
19. The Customer is required to provide written notice to the Society of any incident involving but not limited to accident, injury, damage, theft, first-aid, nuisance, service, immediately.

CONDITIONS OF INDEMNITY AND INSURANCE:

20. The Customer shall indemnify and save harmless and keep indemnified the Society and its employees while acting in their capacity as such, from all and any legal liability for loss, costs, or damages resulting from bodily injury, including death, of or to any person or persons, or for damage to the property of others, arising out of the Customer's use and/or occupancy of the premises.
21. The Customer shall indemnify and save harmless and keep indemnified the Society from all liability for loss or damage to any property of the Society during or caused by the occupancy of the facility, save and except reasonable wear and tear.
22. The Customer shall not permit anything to be brought into or onto, or any act to be done on the premises, that would invalidate or increase the premium on policies of insurance held by the Society or which may injure, deface or damage the premises or neighboring properties.

PAYMENT TERMS AND GUARANTEE:

In consideration of the Society providing the services referred to in any & all contract documents, the undersigned guarantees to the Society the due payment and discharge of all liabilities of the Customer whether incurred before or after the date hereof, as per the Payment Schedule set out on said Facility Request Form(s). Upon request, the Customer will provide the Society with a credit card number, expiry date and security code, and permission to process any unpaid fees from this contract and/or according to the payment schedule(s) outlined in Part 2. The Society shall have the right at any time to refuse further credit to the Customer and/or to extend the time for payment to the Customer with interest charged to the balance owing at 2% compounded monthly from the date the liability was due. This guarantee shall be a continuing guarantee, and shall cover all liabilities, which the Customer may incur on the security of this guarantee.

The signature below indicates the undersigned agrees that he/she has read and understands all Parts of this contract.

* Customer Authorized Contact Signature & Date _____

* Society Signature & Date _____



Rental Contract Part 2 - Facility Request Form (see also Part 1 & 2)

Today's Date: _____

Customer _____ (insurance policy licencee) Max Short Name _____

Authorized Contact: _____ Primary Booking Billing
Phone: (____) _____ - _____ E-mail _____

Billing Contact (required - who writes the cheques): same as above or _____
Phone: (____) _____ - _____ E-mail _____

Purpose of Booking: _____ Participants Expected: _____
(Event Name & Description)

Facility Requested _____ Liquor Option Requested yes no
Event Type practice game tournament event track meet Other

Other Event Details:

Set up arrival time _____ Event start time _____ Event end time _____ Take down end time _____
Bus arrival time _____ Bus departure time _____ Pre Event Meeting date & time _____

Special Instructions (check all that apply and x all that don't apply)

Concession by customer Concession by Sportsplex Tables # _____ Chairs # _____ Tents # _____
Indoor Space requested Stage \$25 x # _____ | PA System \$25 | Radios \$25 x # _____ (+\$100 deposit) |
Customer provides: First Aid Liability Insurance Food Safe Serving it Right Temporary Food Permit

Other Agents of the Customer: (First Aid, Food, Alcohol, Merchandise, etc.)

Phone #: (____) _____ - _____

Phone #: (____) _____ - _____

Phone #: (____) _____ - _____

Office Use:

Location of Emergency Access Gate Key: _____ Keyless Entry Code _____
Keys/Other Codes Signed out: _____ Returned

Fees Quoted (not incl. GST)

Rental \$ _____
Vendor \$ _____
Other \$ _____
Event Deposit \$ _____
Invoice # _____

Payment Schedule:

_____ CC on file

Sportsplex Signature: _____