

Facility Rental Agreement - Detailed



Rental bookings are confirmed when payment or a signed copy of this Facility Rental Agreement is received.

Contract

Contract #: FA-18600	Prepared by: Sylvia LaRosa
Contract: Vancouver Ultimate League-Spring/Summer 2024	Status: Tentative
Date: 05 Mar 2024	

Client Information

Name: Tristan Brown	Account: Vancouver Ultimate League
Phone #: (604) 290-3418	Email: tristan.brown@vul.bc.ca
Address: Box 20093, Fairview PO, Vancouver, British Columbia, V5Z 0C1	

Facility Rental Summary

Event ID	Facility	Day	Start	End	Repeat	DateRange
00209890	Field Old Schoolhouse Park	Wed	6:00 PM	9:00 PM	Weekly	01 May 2024 - 14 Aug 2024

Exclusions, Additions & Modifications

Type	Facility	Day	Start	End	Date	Event ID
-	-	-	-	-	-	-

Facility Fees

Name	Subtotal	Tax	Total Price	# of Booking(s)
Field {Facility Fees->Location}	\$617.28	\$30.88	\$648.16	16

Extra Fees

Name	#	Unit Price	Total Usage	Subtotal	Tax	Total Price
-	-	-	-	-	-	-
-	-	-	-	-	-	-

Facility & Extra Summary

Space	Date	Day	Time	Fees	XFees	Tax	Total
Field Old Schoolhouse Park	01 May 2024	Wednesday	6:00 PM - 9:00 PM	\$38.58	\$0.00	\$1.93	\$40.51
Field Old Schoolhouse Park	08 May 2024	Wednesday	6:00 PM - 9:00 PM	\$38.58	\$0.00	\$1.93	\$40.51
Field Old Schoolhouse Park	15 May 2024	Wednesday	6:00 PM - 9:00 PM	\$38.58	\$0.00	\$1.93	\$40.51
Field Old Schoolhouse Park	22 May 2024	Wednesday	6:00 PM - 9:00 PM	\$38.58	\$0.00	\$1.93	\$40.51
Field Old Schoolhouse Park	29 May 2024	Wednesday	6:00 PM - 9:00 PM	\$38.58	\$0.00	\$1.93	\$40.51
Field Old Schoolhouse Park	05 Jun 2024	Wednesday	6:00 PM - 9:00 PM	\$38.58	\$0.00	\$1.93	\$40.51
Field Old Schoolhouse Park	12 Jun 2024	Wednesday	6:00 PM - 9:00 PM	\$38.58	\$0.00	\$1.93	\$40.51
Field Old Schoolhouse Park	19 Jun 2024	Wednesday	6:00 PM - 9:00 PM	\$38.58	\$0.00	\$1.93	\$40.51
Field Old Schoolhouse Park	26 Jun 2024	Wednesday	6:00 PM - 9:00 PM	\$38.58	\$0.00	\$1.93	\$40.51
Field Old Schoolhouse Park	03 Jul 2024	Wednesday	6:00 PM - 9:00 PM	\$38.58	\$0.00	\$1.93	\$40.51
Field Old Schoolhouse Park	10 Jul 2024	Wednesday	6:00 PM - 9:00 PM	\$38.58	\$0.00	\$1.93	\$40.51
Field Old Schoolhouse Park	17 Jul 2024	Wednesday	6:00 PM - 9:00 PM	\$38.58	\$0.00	\$1.93	\$40.51
Field Old Schoolhouse Park	24 Jul 2024	Wednesday	6:00 PM - 9:00 PM	\$38.58	\$0.00	\$1.93	\$40.51
Field Old Schoolhouse Park	31 Jul 2024	Wednesday	6:00 PM - 9:00 PM	\$38.58	\$0.00	\$1.93	\$40.51
Field Old Schoolhouse Park	07 Aug 2024	Wednesday	6:00 PM - 9:00 PM	\$38.58	\$0.00	\$1.93	\$40.51
Field Old Schoolhouse Park	14 Aug 2024	Wednesday	6:00 PM - 9:00 PM	\$38.58	\$0.00	\$1.93	\$40.51

Invoice

Due Date	Amount	Remaining Balance
-	-	-

Contract Total

Rental Fee	Rental Tax	Extra Fees	Extra Tax	Total with Tax
\$617.28	\$30.88	\$0.00	\$0.00	\$648.16

Conditions of Use

1. COMMON AREAS. Organizers will not be granted exclusive use of the common corridors and pathways, stairwells, elevators, restrooms, parking facilities, plazas and other public or Common Areas located on the property (collectively, "Common Areas"). Licensee must not block or consume the common areas;

2. NOISE & SOUND LEVEL. Licensee must be respectful to the neighbourhood with noise never exceeding the local government NOISE BYLAW;
3. ADVERTISING, SALES OF GOODS OR SERVICES is not permitted without prior authorization;
4. FIELD LIGHT FEES will be charged based on actual usage at the end of each billing period;
5. STAKING of sharp objects (including flags, shade structures and tents) into the artificial and or grass turf is strictly prohibited without prior authorization;
6. BOUNCY CASTLES. Inflatable structures are not permitted on City of New Westminster property without prior permission;
7. VEHICLES are only permitted within designated vehicle areas (ie: roads, parking lot, etc.);
8. FOOTWEAR on artificial turf fields must be moulded rubber cleats, turf shoes or running shoes. Metal cleats and screw-in plastic cleats are forbidden;
9. MARKING, painting or taping on any surface is strictly prohibited;
10. FANS AND SPECTATORS at Mercer Stadium and Queen's Park East Field must use the seating area provided and not stand on the sport field and or track;
11. OTHER. Food or non-water beverages, smoking, dogs or bikes are not permitted on the playing surfaces.

Questionnaire(s)

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Terms & Conditions

1.00 USE OF FACILITY - THE LICENSEE COVENANTS AND AGREES:

- 1.01** to keep and maintain the Facility and all Facility Equipment in a clean and tidy condition at all times;
- 1.02** to conduct its activities in, on and from the License Area in compliance with any and all laws, statutes, enactments, bylaws, regulations, Provincial Health Officer, Fraser Health Authority, Provincial/National Sports Organization criteria, City policies, orders, and the Parks and Recreation Department Code of Conduct, as may be in force from time to time, and shall obtain all required approvals and permits thereunder, and the User shall not do or omit to do anything in, on or from the License Area in contravention thereof;
- 1.03** not to construct, erect or attach or cause or permit to be constructed, erected or attached, any device, fixture or other thing of whatsoever nature to any part of the Facility without the prior consent of the Facility Manager and to remove and dispose of everything so affixed;
- 1.04** not to assign this Agreement or its rights under this Agreement. The Licensee shall not permit any other person, group, or organization not named in this Agreement to use or occupy the License Area without prior written authorization from the City;
- 1.05** that the rights granted by this License are exercised in reliance upon the Licensee's personal inspection of the Facility and the Facility Equipment and the Licensee does hereby acknowledge that the City has made no warranty or representation as to the state of repairs of the Facility or the Facility Equipment or of their fitness for the Licensee's purposes;
- 1.06** not to permit the consumption of liquor anywhere within the Facility or elsewhere on the Facility grounds unless the Licensee has first obtained the permission of the City and been granted a lawful and subsisting license permitting such consumption (exception: alcohol may be consumed in designated park spaces subject to conditions in Bylaw No. 8264, 2021 and on-site sign requirements);
- 1.07** not to charge any fees or admissions without the prior written consent of the Facility Manager;
- 1.08** that neither the Licensee nor its officers, employees, agents, workmen and invitees are agents, employees or partners of the City, nor shall they be deemed to be so;
- 1.09** to be solely responsible for supervision of the Licensee's group during all rental times;
- 1.10** that rental dates and times for the Facility are not automatically guaranteed from year to year and must be reserved on an annual basis;
- 1.11** not to smoke or allow smoking inside the Facility and to comply with outdoor Smoking Control Bylaw No. 6263, 1995;
- 1.12** to comply with all terms, conditions, rules, addendums and regulations of the License, and the Licensee does hereby acknowledge that any violation of a term, condition, rule or regulation may result in the loss of all or part of the deposit and cancellation of the License;
- 1.13** to inspect the Facility and Facility equipment prior to use and advise the Parks and Recreation Department of any unsafe conditions; and
- 1.14** The Licensee Covenants and Agrees to comply with all Provincial Health Office Orders, and any subsequent order changes, throughout the rental Term.

2.00 INDEMNIFICATION - THE LICENSEE COVENANTS AND AGREES TO:

- 2.01** *Indemnify and save harmless the City and its officers, employees, agents, successors, and assigns from and against any and all claims whatsoever, including all damages, liabilities, expenses, costs, including legal or other fees incurred in respect of any such claim, or any cause or proceeding brought thereon arising directly or indirectly from or in connection with the granting of the license under this Agreement and the Licensee use and occupation of the License Area, save that the Licensee will be under no obligation to indemnify and save harmless the City against or in respect of any damages or judgments rendered against the City resulting from or arising out of any negligence or fault on the part of the City in connection with the maintenance or condition of the License Area to the extent that the damage, loss, or injury was caused or occasioned by the negligence of the City;*
- 2.02** reimburse the City for all costs and expenses which the City may incur as a result of property damage to the Facility, Facility Equipment or any other property of the City arising from the Licensee's use of the Facility or the Facility Equipment, and to indemnify and save harmless the City against all such loss or damage, except for reasonable wear and tear;
- 2.03** maintain insurance coverage against all claims arising from the use, loss or damage to the Licensee's own equipment used in the Facility and to save harmless and indemnify the City from any and all such claims whatsoever in connection with the Licensee's use, loss or damage to such equipment. The Licensee is required to meet insurance criteria requested by the City for the rental use of City spaces;
- 2.04** pay to the proper authorities all monies payable pursuant to the laws of any level of government and indemnify and save harmless the City from and against all liability thereof; and
- 2.05** ensure that all accounts with the City are paid in full and to pay all service charges incurred by the City as a result of NSF cheques and does hereby acknowledge that outstanding accounts may result in the cancellation of this License.

3.00 RIGHTS OF THE CITY - THE CITY:

- 3.01 agrees to provide, at its own expense, such electricity, heat, ordinary janitorial and maintenance service as shall be reasonably required;
- 3.02 may, in its absolute discretion, cancel this License at any time, for any reason, without notice, and without incurring any liability of any kind and the Licensee hereby acknowledges and agrees that while the City will normally attempt to provide reasonable notice of any such cancellation, its failure to do so, for any reason, does not give the Licensee any remedy against the City. [Note: In the event of a cancellation of this License otherwise than as the result of the Licensee's violation of the terms, conditions, rules and regulations of the License, the City shall make reasonable efforts to reschedule the Licensee's time. However, if no time satisfactory to the Licensee can be settled upon, the City shall refund the deposit or portion of the deposit and any other fees paid relating to the cancelled time];
- 3.03 shall have the right to enter and inspect the Facility at all times and to give the Licensee and all persons it admits to the Facility directions in respect of the use and occupation of the Facility for the purposes of rectifying any breach of this License and any law, including any bylaw, fire regulation or Facility rule or regulation, and the Licensee and all persons it admits shall forthwith comply with and carry out all such directions;
- 3.04 City Staff shall have the right at any time to eject from the Facility any person or persons who is or are creating a disturbance or otherwise behaving in any objectionable or improper manner or not complying with posted facility rules, rental terms or persons exhibiting signs of communicable illness;
- 3.05 shall not be responsible for the loss, theft or damage of any personal articles or property;
- 3.06 reserves the right to designate the location at which decorations posters, streamers and lights may be affixed, placed or erected;
- 3.07 shall have sole right to the operation of a Concession and restrict or prohibit any food or beverage request;
- 3.08 retains all right, title, interest and estate in the Facility;
- 3.09 has the right to forfeit the Licensee's deposit, without limitation of any other remedy the City may possess, if the Licensee violates any terms, conditions, rules or regulations of this License;
- 3.10 may revoke booking privileges for future years if the Licensee violates any term, condition, rule or regulation of this License; and
- 3.11 the City may partly cancel rental bookings, impose capacity limits, introduce additional terms or conditions (written, verbal or through signage) or change rental space(s) to ensure participant safety and compliance with section 1.02.

4.00 GENERAL - THE LICENSEE AGREES:

- 4.01 that he/she is 19 years of age or older with full legal capacity to enter into this License agreement; and
- 4.02 that all references to each party here shall be deemed to include the heirs, executors, and permitted assigns of that party and the officers, employees and permitted agents of that party; all references to the City shall be deemed to include heirs, executors, assigns, officers, employees and agents of the City; no interest in the land is hereby conveyed; and all references herein to the masculine or singular shall be deemed to include the plural, the feminine and the body politic or the corporate whenever due context so requires.

Refund Conditions

Cancellation refunds are granted if the Department is able to re-sell the space. If the cancelled booking is not rebooked, the renter is charged a cancellation fee equal to the rental Fee. Rental refunds are not granted, or limited, in the following situations:

1. Arena rental users providing less than 7 days cancellation notice are not charged the rental fee if the space is rebooked.
2. Aquatic, gymnasium, Anvil Centre Cultural Studio Spaces and sports field rental users providing less than 7 days cancellation notice are not eligible for refunds.
3. Equipment rentals are not eligible for refunds.
4. Rental bookings for non-Parks and Recreation spaces maybe subject to other City refund policies.
5. Outdoor rental events require a deposit, timing determined by the Department, and failure to pay the deposit will result in the cancellation of the rental and loss of the rental Fee.
6. Picnic Shelter fees are non-refundable unless the space is rebooked.
7. Banquet cancellations are subject to a non-refundable cancellation fee (minimum \$300).
8. Social cancellations are subject to a non-refundable cancellation fee (minimum \$200).

All terms, conditions and criteria outlined herein are deemed to be accepted, and agree to, by the client upon contract payment or contract confirmation by the client.

Date: 05 Mar 2024

Client Signature

Click to Sign


