



Facility Rental Agreement

Department of Recreation & Community Services

BETWEEN:

THE TOWN COUNCIL OF THE TOWN OF PARADISE,
a municipality continued and existing pursuant to the
Municipalities Act, 1999, SNL 1999 c. M-24
(hereinafter called the "**Town**")

AND:

(hereinafter called the "**Renter**")

WHEREAS the Town is the owner of the facilities (the "**Facilities**") identified in the attached invoice and/or schedule (the "**Invoice**") which the Town has agreed to rent to the Renter pursuant hereto, all subject to the terms and conditions of this Agreement;

NOW THEREFORE in consideration of the respective covenants and agreements of the Town and the Renter contained herein and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) it is hereby agreed as follows:

1. Agreement to Rent

The Renter agrees to rent the Facilities from the Town for the dates/times, and at the rental fee, outlined in the Invoice.

2. Schedule

- 2.1 Subject to the terms and conditions contained herein, the Facilities shall be made available to the Renter in accordance with the detailed schedule included in the Invoice.
- 2.2 If the dates and times are outlined on the invoice as "**firm**" then the renter reserves the right to avail of these timeslots as outlined and should not lose any time unless the Town has reason in which falls under a Special Event indicated below.
- 2.3 If the dates and times on the invoice are outlined as "**tentative**", then the renter reserves the right to utilize these timeslots on a week to week basis as they become available. "**Tentative**" timeslots are reserved for Town Recreational purposes such as, programming, events, community groups, etc.
- 2.4 The Town reserves the right to avail of any timeslots that are outlined as "**tentative**" at any given moment when needed. The Town will advise the renter utilizing that timeslot, if any, as soon as possible of loss time.



2.5 If the Facilities include the rental of arena ice, each hour booked consists of 50 minutes of ice time in order to provide ice maintenance every 60 minutes. The Rink Attendant on duty reserves the right to schedule additional ice maintenance when/if required.

2.6 All rental times include time for setup and take down that may be required by the Renter. No additional rental time will be given to the Renter, for setup, take down or otherwise, in addition to that specifically provided for in the Invoice.

3. **Special Events/Additional Rentals**

3.1 The Town reserves the right to bump any user group, including the Renter, to accommodate municipal events and/or special events approved by the Town. If this is necessary the Renter will not be financially responsible for the hours lost. If the Renter has paid in advance for any such time, it will be refunded and/or credited for the lost rental time. The Renter agrees that the Town will not otherwise be responsible to the Renter for any compensation, costs or damages in respect of any such lost time.

3.2 If a rental is bumped due to approval of additional time for special events/competitions, the Renter will be notified as soon as possible by the Town.

4. **Insurance/Liability**

4.1 The Renter shall provide the Town with proof of commercial general liability insurance (the "**CGL Insurance**") and such other insurance as deemed necessary by the Town in its sole discretion. Subject to Subsection 4.2, such insurance shall be in amounts as deemed necessary by the Town. If Renter fails to take out or to keep in force the insurance deemed necessary by the Town in its discretion, or to provide a certificate of such policy and evidence of continuation of coverage as may be requested by the Town, the Town shall have the right to immediately terminate this Agreement and discontinue the Renter's use of the Facilities.

4.2 Without limitation to Section 4.1, the CGL Insurance shall:

4.2.1 include coverage for the activities and operation of the Renter while using the Facilities;

4.2.2 have per occurrence limits of at least \$2,000,000; and

4.2.3 name the Town as an additional insured with respect to liability arising out of the operations and activities of the Renter and those for whom the Renter is in law responsible.

4.3 If the Renter is an individual, he/she must be an adult who is nineteen (19) years of age or older. If the use of the Facilities by the Renter will involve the participation of individuals under the age of nineteen (19), the Renter must be present and supervising at all times during the use of the Facilities.

4.4 The Renter agrees that the Town, including its employees, councillors and agents, will not be responsible for any injury to any person or persons whatsoever, including death, which occurs during the Renter's use of the Facilities, or for any damage to, or loss of,



the property of the Renter or to any employee, servant, agent, patron or invitee of the Renter (the "Liabilities"). The Renter alone shall be responsible for any such Liabilities and hereby releases the Town in respect thereof, unless such Liabilities are caused by the negligent acts or omissions of the Town or those for whom the Town is responsible.

5. Standard Rental Protocol and Usage

- 5.1 The Renter agrees that at all times while using the Facilities, it will comply, and will ensure compliance of its participants with, all laws, by-laws, statutes, orders and regulations of all governmental authorities having jurisdiction, and all of the Town's rules and regulations in respect of the Facilities, as enacted from time to time.
- 5.2 Town equipment shall not be used by the Renter or its participants unless the useage thereof was included in the Renter's rental request and approved by the Town.
- 5.3 The Renter shall be responsible for returning the Facilities to the Town at the end of each useage thereof in the same condition as they were at the commencement of the useage. Without limiting the generality of the foregoing, the Renter agrees to ensure that the Facilities are free of debris and garbage that was brought into the Facilities by the Renter or its employees, servants, agents patrons, participants and invitees. The Renter shall be responsible for any damage to the Facilities or the equipment located therein occasioned by the Renter's use of the Facilities or by reason of any matter or thing done, permitted or omitted to be done by the Renter or its employees, servants, agents, patrons, participants or invitees.
- 5.4 Smoking is not permitted at the Facilities as per the Town's *No Smoking Policy* (CS-ST-002).
- 5.5 The use or possession of illegal drugs/substances or weapons is not permitted at the Facilities.
- 5.6 Consumption of alcohol at the Facilities is strictly prohibited unless the Renter has, with the prior consent of the Town, obtained all licenses necessary for the lawful use and consumption of alcohol.
- 5.7 The Renter is responsible for making its employees, servants, agents, patrons, participants and invitees aware of the terms and conditions of this Agreement. Non-compliance with the terms and conditions of this Agreement by the Renter's employees, servants, agents, patrons, participants or invitees shall constitute non-compliance by the Renter and may result in the termination of this Agreement, at the discretion of the Town.
- 5.8 The Renter is prohibited from transferring any or all of its rental times/spaces to another group, organization or individual without the prior written consent of the Town, which consent shall be at the sole discretion of the Town.
- 5.9 **Arena Rental Protocol and Usage**



If the Facilities include any portion of the Paradise Double Ice Complex, the following additional terms and conditions shall apply:

- 5.9.1 Users are restricted from entering the ice surface until the operator has closed the ice surface doors after completing the flood. Entry onto the ice prior to this will result in termination of ice maintenance until all individuals are off the ice surface.
- 5.9.2 Users are restricted from entering the ice surface until there is a designated supervisor of the Renter on the ice.
- 5.9.3 Users are only permitted to use rented space (ice and/or rooms) when scheduled as per Section 2.3 hereof.
- 5.9.4 All catering services to be provided within or to the Paradise Double Ice Complex are to be negotiated between the Renter and the caterer under contract to provide food services in the arena from time to time. No outside catering services shall be permitted in the arena.
- 5.9.5 Dressing rooms are provided to renters 30 minutes before and after each rental period *if requested*. A supervising adult is required to be present in the dressing rooms at ALL TIMES when children or youth are present. Dressing rooms will not be opened until adult supervisors are present. Failure to adhere to this will result in Renter's use of the dressing rooms being forfeited.
- 5.9.6 No street shoes or boots are permitted on the ice for any reason. Only approved skate aids are to be used for any ice activity.
- 5.9.7 All users are required to wear a CSA approved helmet at all times while on the ice, without exception.

5.10 Field Rental Protocol and Usage

If the Facilities include any field or other outdoor facility, the Renter shall be responsible for submitting all field times to the Town's Department of Recreation & Community Services prior to the season to ensure an adequate field lighting schedule.

6. Rental Cancellation

- 6.1 The Town reserves the right in its sole discretion to cancel a reservation at any time due to staffing availability or other unforeseen circumstances. Cancellation notices will be issued as far in advance as reasonably possible.
- 6.2 All rental fees will be refunded in full or credited toward a future rental, at the option of Renter, for cancellations initiated by the Town. The Renter agrees that the Town will not otherwise be responsible to the Renter for any compensation, costs or damages in respect of any such lost time, including but not limited to any costs incurred by the Renter in respect of cancelled rental periods.
- 6.3 Cancellations initiated by the Renter will only result in a refund of money by the Town if:



- 6.3.1 notice of the cancellation is provided to the Department of Recreation & Community Services in writing at least one (1) week prior to the timeslot being cancelled; and
- 6.3.2 the Town is satisfied, based upon appropriate documentation provided by the Renter, that the cancellation is due to extenuating circumstances.
- 6.4 If the Renter does not qualify for a refund pursuant to the foregoing, it may still be provided with a refund if the Town is able to rent the cancelled time to another party
- 6.5 If the Facilities include the Paradise Double Ice Complex, cancellations due to inclement weather will not result in a refund if the arena remains open during the rental period.
- 7. Renter Contact Persons**
 - 7.1 If required, the Renter shall provide, in writing, a list of contact persons and contact information to the Department of Recreation & Community Services, and shall inform the Department of any changes to such contact persons or their contact information. The Renter hereby agrees that the contact persons so provided shall be authorized to discuss with the Town information pertaining to the Renter and its use of the Facilities.
- 8. Deposits**
 - 8.1 For one time rentals of individual time slots, the Renter agrees to pay a damage deposit to the Town, in the amount requested by the Town. Failure to pay the requested damage deposit will result in termination of this Agreement and the Renter shall not be permitted to use the Facilities. Deposits will be returned to the Renter following the rental provided that the terms and conditions of this Agreement were met by the Renter.
 - 8.2 It will be the responsibility of the Renter to contact the Department of Recreation & Community Services to request a return of their deposit. Deposit refunds will NOT be issued via telephone. All deposit refunds will be issued back to the original party that made the initial payment.
 - 8.3 Any deposits paid by cash, debit or cheque will be returned via cheque to the mailing address listed on file with the Town, or by electronic fund transfer, either of which can take up to three (3) weeks to process. Deposits made by credit card will be issued back to the original cardholder or via electronic fund transfer.
 - 8.4 Where the Facilities include fields or other outdoor facilities, the Renter will be charged one (1) damage deposit for the season. Such damage deposit will be made in person, prior to the start of the season and upon signing out keys to the Facilities. Such deposits will be refunded back to the party that made the deposit, in person at the conclusion of the season. All rental fees for the season must be paid in full, all keys to the Facilities must be returned to the Town, and the Renter must not be in default of this Agreement before the Renter is entitled to a refund of the deposit.



9. Payment Schedule

- 9.1 If the Renter has outstanding balances in respect of a previous season or rental, the Town reserves the right to not allow use of the Facilities until such time as all outstanding balances are paid.
- 9.2 For one one time rentals of individual time slots, payment of the rental fee in full is required **at the time of booking**. Bookings will not be confirmed if payment is not made, and failure to make such payment shall entitle the Town to cancel the booking and terminate this Agreement.
- 9.3 For seasonal rentals, the Renter shall pay rental fees monthly, in advance of each month of the season. Payment for each month of the season shall be due on or before the first day of the month (in advance).
- 9.4 Payments are to be made at the Reception Desk or, if available, online through the Recreation Portal at Paradise.ca/Facilities. The Town reserves the right to require that all payments be made via the Recreation Portal. Cash payments are not accepted. Payments can be made by Debit, Cheque, Visa or MasterCard but please note; American Express will not be accepted.
- 9.5 The Renter will receive a receipt upon payment being processed.

10. Default

- 10.1 Renter shall be in default ("**Default**") of this Agreement if any one of the following occurs:
 - 10.1.1 If Renter becomes insolvent, or if any insolvency, receivership or bankruptcy proceedings are commenced by or against Renter;
 - 10.1.2 If Renter assigns or transfers this Agreement or any right or interest therein, without prior written consent of the Town, which may be withheld at the sole discretion of the Town;
 - 10.1.3 If Renter disregards any applicable laws or the lawful requirements of any competent government authority or instructions of the Town;
 - 10.1.4 If Renter fails to provide any documentation that is required by this Agreement, including, but without limiting the foregoing, proof of insurance; or
 - 10.1.5 If Renter defaults in its performance of any term or covenant of this Agreement.
- 10.2 If Renter is in Default, then Town, without prejudice to any other rights or remedies available to it under this Agreement or at law, may terminate this Agreement forthwith by giving written notice of termination to Renter. The Town shall be entitled to keep any portion of the rental fee paid to the time of termination of the Agreement.
- 10.3 The provisions of this Agreement respecting liability and release shall survive the termination of this Agreement and remain enforceable thereafter.



11. Loss of Use of Facilities; Force Majeure

- 11.1 Should the Facilities or any material part thereof be destroyed or damaged by fire or by any other cause, or if any Event of Force Majeure (defined below) shall render the fulfillment of this Agreement by the Town impracticable, the Town shall not be liable or responsible to Renter for any damage or loss whatsoever caused thereby.
- 11.2 Should the Renter be unable to make use of the Facilities due to an Event of Force Majeure, without limiting the terms of Section 11.1 above, neither Renter nor the Town shall have any liability under this Agreement.
- 11.3 The term "**Event of Force Majeure**" shall mean any and all acts of God, strikes, lock-outs, other industrial disturbances, acts of the public enemy, laws, rules and regulations of governmental or quasi-governmental entities, wars or warlike action (whether actual, impending, or expected and whether de jure or de facto), arrest or other restraint of government (civil or military), blockades, insurrections, riots, vandalism, terrorism, epidemics and/or pandemics (including but not limited to COVID-19), lightning, earthquakes, hurricanes, storms, floods, washouts, fire or other casualty, civil disturbances, explosions, breakage, malfunction, non-performance or accidents to equipment or machinery (however caused), threats of bombs or similar interruptions, or any other causes, whether of the kind herein enumerated or otherwise that are not reasonably within the control or caused by the party claiming the right to delay the performance on account of such occurrence; provided, however, in no circumstances shall the monetary inability of a party to perform any covenant, agreement or other obligation contained in this Agreement be construed to be an Event of Force Majeure.

12. Pandemic/Epidemic

- 12.1 The Renter acknowledges and agrees that it shall be solely responsible for making itself, as well as its employees, servants, agents, patrons and invitees, aware of any and all applicable orders, guidelines, guidance documents and/or requirements of any applicable government authority, including but not limited to those issued by the Province of Newfoundland and Labrador, respecting issues surrounding epidemics, pandemics and/or other health emergencies, including but not limited to those related to the 2019 novel coronavirus disease ("**COVID**") (collectively, the "**Health Guidelines**").
- 12.2 The Renter agrees further that it shall be solely responsible for ensuring that the use of the Facilities by the Renter and its employees, servants, agents, patrons and invitees is at all times compliant with the Health Guidelines.
- 12.3 Without limiting the generality of the foregoing, the Renter agrees:
- 12.3.1 not to allow use of the Facilities by any employee, servant, agent, patrons or invitee of the Renter that:
- (i) is outwardly experiencing, or who indicates that he or she is experiencing, symptoms of COVID (including cough, shortness of breath, or fever);



- (ii) has, to the knowledge of the Renter, a confirmed or suspected case of COVID; or
- (iii) to the knowledge of the Renter, has come in contact in the last fourteen (14) days with a person who has been confirmed or suspected of having COVID;

12.3.2 if required by the Health Guidelines, to keep a record of all individuals (including program attendees, supervisors, and care/respice workers) using the Facilities, and to store such information as required by the Health Guidelines to assist with contact tracing, if needed. Provided that the provision of contact information is voluntary under the Health Guidelines, the Renter need not deny entry to the Facilities on the basis of a refusal to provide contact information.

12.4 The Renter agrees and acknowledges further that the Health Guidelines are subject to change at any time and that the Renter shall be solely responsible for continuously making itself aware of the current and applicable Health Guidelines and for ensuring that its use of the Facilities is compliant therewith. The Town shall have no duty nor responsibility to make the Renter aware of the Health Guidelines or any changes thereto nor to ensure that the use of the Facilities by the Renter and/or its employees, servants, agents, patrons and invitees is in compliance with the Health Guidelines.

12.5 Should the Town issue its own COVID guidelines and/or recommendations regarding the use of the Facilities (the "**Town Guidelines**"), the Renter agrees to abide by same and to ensure that its employees, servants, agents, patrons or invitees abide by same. The issuance of Town Guidelines shall be in addition to the Health Guidelines, and shall not take away from the responsibilities of the Renter hereunder in respect to the Health Guidelines.

12.6 The Renter agrees that its responsibilities hereunder shall not be impacted or lessened by:

12.6.1 the submission to the Town of the Renter's guidelines and/or plans respecting compliance with the Health Guidelines; or

12.6.2 the issuance by the Town of any Town Guidelines.

12.7 The Town shall not be liable for any failure on the part of the Renter or its employees, servants, agents, patrons or invitees to abide by the Health Guidelines and/or Town Guidelines, and the Renter hereby releases the Town from any and all damages, expenses, costs, losses, injuries and/or liabilities incurred by the Renter in respect thereof.

12.8 Notwithstanding the foregoing, if, in the opinion of the Town, the Renter's use of the Facilities is not in strict compliance with the Health Guidelines and/or Town Guidelines, the Town shall have the right to discontinue the Renter's use of the Facilities, without any liability for any damages, expenses, costs, losses, injuries and/or liabilities incurred by the Renter as a result thereof.



- 12.9 Should the Town be required to cancel the rental or any portion thereof due to the Health Guidelines, or should the Town, in its own discretion, determine that the cancellation of the rental or any portion thereof is prudent due to issues related to any health emergency, the Renter shall be refunded any portion of the rental fee paid for the cancelled rental period(s), but otherwise the Town shall not be liable or responsible to Renter for any damage or loss whatsoever resulting therefrom.
- 12.10 Provided that the Town makes reasonable efforts to meet the requirements of the Guidelines applicable to its ownership of the Facilities, the Town shall not be liable for any damages related to the contraction of COVID by any employee, participant or invitee of the Renter and the Renter hereby releases the Town from any and all damages, expenses, costs, losses, injuries and/or liabilities incurred by the Renter in respect thereof.
- 12.11 The Town reserves the right to identify groups of individuals accessing and/or using the Facilities pursuant to this Agreement, including but not limited to employees of the Renter and participants in the programs offered by the Renter using the Facilities, which will be required sign the Town's form of Release of Liability and Waiver of Claims (the "Waiver") prior to accessing or using the Facilities. If so requested, the Renter shall not allow individuals from any such identified groups to use the Facilities prior to execution of the Waiver, and the Renter releases the Town from any and all damages, expenses, costs, losses, injuries and/or liabilities incurred by the Renter in respect thereof. The Renter shall provide the Town with copies of the Waiver executed by such individuals.
- 12.12 The Renter shall be solely responsible for acquiring such insurance as it or its insurance advisor deems necessary or advisable in respect of the public health issues which are the subject of the Health Guidelines.

13. Privacy Notice

- 13.1 Any personal information in this form is being collected under the authority of section 61(c) of the Access to Information and Protection of Privacy Act, 2015, for the purpose of rentals and program and service delivery with the Town. Please note that the information you provide may be the subject to an Access to Information request. If you have any questions about the collection, use and disclosure of your personal information, please contact the Town of Paradise (709)782-1400.

14. Submission of Documents

- 14.1 The following items shall be submitted with this Agreement:

Completed Rental Application Form Proof of Insurance (if applicable)

The Renter acknowledges having read and understood the terms and conditions of this Agreement and by signing below agrees thereto.

SIGNED this ____ day of _____, 20____.

If the Renter is a corporation or other organization, please sign below:



Signed in the presence of:

Witness
Witness name: _____

Insert Legal Name of Renter:

Per: _____

Name:

Title:

I have the authority to bind the Renter

If the Renter is an individual, please sign below:

Signed in the presence of:

Witness
Witness name: _____

Name of Renter: _____