

TERM & TERMINATION

1. Agreement terms shall be the dates indicated on the Facility Rental Contract, unless terminated earlier.
2. Should the Renter be in breach of any provision or term of their Agreement, the CRD may terminate the Agreement, and shall not be responsible for any costs, losses or damages resulting in this termination.

INSURANCE

3. Renter insurance may be required for certain activities or events – particularly rentals for activities deemed of moderate or high-risk, or by organizations, leagues or commercial users.

GENERAL

4. The Renter may not sublet any portion of the space contracted for without the written permission of the CRD.
5. The Renter shall be responsible for ensuring that all persons attending the function(s) concerned shall adhere to the CRD Facility's Code of Conduct and all applicable policies and posted signage of CRD, and that the premises shall be left undamaged and in a clean and tidy condition.
6. The Renter will not, nor permit any other person to, use CRD's equipment or facilities in a manner that is not safe or contrary to CRD's Facility's Code of Conduct, policies or posted signage.
7. The Renter agrees to pay CRD the total cost for any damage to buildings, furnishings, equipment or grounds resulting in any manner whatsoever from the rental and use of the facilities and further agrees to bear the cost of replacing any missing items or equipment.
8. All requirements of any municipal bylaw or regulation, or any provincial or federal law or regulation shall be obeyed by all persons using CRD facilities, and such persons shall submit to, and obey all directions and orders of CRD management and staff.
9. CRD reserves the right to cancel or alter rentals should conditions arise that necessitate scheduling changes.
10. Invoices will not be issued. Payments must be made to the Capital Regional District (CRD) as per payment schedule on the contract. Failure to pay as per the agreed schedule may result in cancellation of remaining bookings.
11. No smoking is allowed on CRD grounds or properties (*CRD Clean Air Bylaw No. 1, 2014; Province of B.C. Tobacco Control Regulation 232/2007*).
12. Alcohol consumption is only permitted with proper approvals and permits, complying with all provincial and municipal regulations with respect to the dispensing and consumption of alcohol. All permits obtained must be displayed prominently at the rental event. Contravention may result in loss or cancellation of current and future bookings.

13. For functions at which food is to be prepared and/or consumed, it shall be the responsibility of the Renter to comply with the applicable requirements of the *Public Health Act*, and to remove all excess food and waste.
14. For functions for child or youth groups, this Agreement shall be executed and undertaken by two responsible adults or a recognized organization having authority over said group, and such adults or organization shall be responsible for maintaining proper supervision over the group while on the premises.
15. The Renter is responsible to provide their own first aid.
16. The Renter agrees that before commencing use of the premises, the Renter may on each occasion inspect the premises and equipment and shall forthwith notify CRD staff of any condition that may render the premises or equipment unsafe for use. Equipment refers to that provided by CRD, Renter, or any other third party.
17. It is the responsibility of the Renter to obtain all required permits and provide copies of all permits to CRD staff no later than two (2) hours prior to the beginning of the event.
18. It is mutually understood, acknowledged, and agreed by the parties hereto that both parties have made no representations, covenants, warranties, guarantees, promises, or agreements, oral or otherwise, other than those contained in this Agreement.
19. Renters must ensure that all persons attending are aware of and must adhere to any and all applicable provincial health regulations.
20. This Agreement may not be amended except by a written instrument signed by the CRD and the Renter.

SPECIFIC USE CONSIDERATIONS

1. Arena conditions of use:

- a. the renter and their participants are to clear the dressing room area within one (1) hour of the completion of their allotted usage time;
- b. helmets must be worn by all speed skating; ice, roller and ball hockey; and lacrosse participants;
- c. the renter and their participants must adhere to timelines by vacating the playing surface ON the "End Time" indicated in the contract; and
- d. participants must remain off the ice while the ice resurfacer is operating and until the arena gates are closed. Contract times will be synchronous with the clock located in the respective arena.

2. Pool conditions of use:

- a. the renter agrees to clear the change room area within thirty minutes of the completion of their allotted rental time;
- b. rented pool space indicated on the rental contract may be different than the actual space provided on day of use at the discretion of staff onsite;
- c. the renter must declare the expected number of people attending during the swim. The ratio for rental groups is 1:30. If applicable, staff wages will be indicated on the rental contract as an extra fee to cover the lifeguard to swimmer ratio;
- d. the renter and their participants must adhere to timelines by vacating the pool ON the "End Time" indicated in the contract. Contract times will be synchronous with the clock located in the swimming pool; and

- e. the renter and their participants must adhere to the British Columbia *Public Health Act*, Pool regulations, and the Panorama Recreation Centre Pool rules.
3. **Racquet, sport courts and multi-sport box facilities conditions of use:**
- a. the renter and their participants must adhere to timelines by vacating the court/playing area ON the “End Time” indicated in the contract. Contract times will be synchronous with the clock located the facility being used (e.g. tennis complex, multi sport box score clock).
4. In the interest of protecting the personal privacy of patrons using CRD facilities, the use of any electronic devices with the ability to record images, audio, or video is prohibited in washrooms, changerooms, hot tub, steam room, and sauna, and must in all other respects comply with Panorama Recreation's *Photography, Recording, and Use of Electronic Devices by the Public Policy (PRC502)*.
5. Notice of cancellation must be received in accordance with the cancellation requirements for the facility and/or activity being booked, which are as follows:
- a. Single-session rentals, and/or one session of recurring contract: 7 days in advance.
 - b. Entire rental contract, for multi-day and/or multi-facility contracts: 30 days in advance.
6. The Renter must provide proof of Event Cancellation Insurance 7 days prior to the event date. Should they choose not to purchase Event Cancellation Insurance, the Renter's signature on this contract will be deemed a waiver releasing the CRD from any and all claims (the Renter's and any third party's) arising from the interruption or cancellation of the event.
7. In cases of the following facility rentals, the Renter shall indemnify, hold and save harmless the following entities:
- a. North Saanich Middle School: School District #63;
 - b. Central Saanich Cultural Centre: The District of Central Saanich; or
 - c. Centennial Park Picnic Shelters, Fieldhouse, and/or Multi Sport Box: The District of Central Saanich,

from and against all liability associated with the use of facilities including, but not limited to claims, losses, damages, judgements, costs, expenses, actions and other proceedings made, incurred, sustained, bought, prosecuted or threatened to be brought or prosecuted that are based upon, occasioned by or arising out of any act, error, deed, matter, thing, negligence, or omission on the part of the Renter, its officers, employees, students, agents or volunteers arising out of this Agreement.

This indemnity shall survive the expiration or termination of the Agreement.