

# Esquimalt Parks & Recreation Facility Rental Agreement



1151 Esquimalt Rd. Victoria BC V9A 3N6 Ph: 250.412.8500

## Rental: VicWest Field 2017-18

Rental bookings are not confirmed until we receive a copy of this Facility Rental Agreement signed by the Licensee and accompanied by the initial rental fee payment and damage deposit, if any.

\*\*\* PLEASE PRINT BEFORE SIGNING/SUBMITTING TO RETAIN A COPY FOR YOUR RECORDS.\*\*\*

**Contract#: FA-1713**

Special Instructions

Field is not available September to June until after 6:00pm

Contract	
Contract #: FA-1713	Status: Tentative
Date prepared: 25 Aug 2017	Prepared by: Chris Millan

Client Information	
Name: Becky Fowler	Email: alwayswear_3@hotmail.com
Phone Number:	Address:

Facility					
Field	Date	Day	Time	Fee(s)	Subtotal
L'Ecole Brodeur Field	10 Sep 2017	Sunday	10:00 AM - 12:00 PM	\$15.00	\$15.00
L'Ecole Brodeur Field	10 Sep 2017	Sunday	02:00 PM - 04:00 PM	\$15.00	\$15.00
L'Ecole Brodeur Field	17 Sep 2017	Sunday	02:00 PM - 04:00 PM	\$15.00	\$15.00
L'Ecole Brodeur Field	24 Sep 2017	Sunday	10:00 AM - 12:00 PM	\$15.00	\$15.00
L'Ecole Brodeur Field	24 Sep 2017	Sunday	02:00 PM - 04:00 PM	\$15.00	\$15.00
L'Ecole Brodeur Field	01 Oct 2017	Sunday	02:00 PM - 04:00 PM	\$15.00	\$15.00
L'Ecole Brodeur Field	08 Oct 2017	Sunday	10:00 AM - 12:00 PM	\$15.00	\$15.00
L'Ecole Brodeur Field	08 Oct 2017	Sunday	02:00 PM - 04:00 PM	\$15.00	\$15.00
L'Ecole Brodeur Field	15 Oct 2017	Sunday	02:00 PM - 04:00 PM	\$15.00	\$15.00
L'Ecole Brodeur Field	22 Oct 2017	Sunday	10:00 AM - 12:00 PM	\$15.00	\$15.00
L'Ecole Brodeur Field	22 Oct 2017	Sunday	02:00 PM - 04:00 PM	\$15.00	\$15.00
L'Ecole Brodeur Field	29 Oct 2017	Sunday	02:00 PM - 04:00 PM	\$15.00	\$15.00
L'Ecole Brodeur Field	05 Nov 2017	Sunday	10:00 AM - 12:00 PM	\$15.00	\$15.00
L'Ecole Brodeur Field	05 Nov 2017	Sunday	02:00 PM - 04:00 PM	\$15.00	\$15.00
L'Ecole Brodeur Field	12 Nov 2017	Sunday	02:00 PM - 04:00 PM	\$15.00	\$15.00
L'Ecole Brodeur Field	19 Nov 2017	Sunday	10:00 AM - 12:00 PM	\$15.00	\$15.00
L'Ecole Brodeur Field	19 Nov 2017	Sunday	02:00 PM - 04:00 PM	\$15.00	\$15.00
L'Ecole Brodeur Field	26 Nov 2017	Sunday	02:00 PM - 04:00 PM	\$15.00	\$15.00
L'Ecole Brodeur Field	03 Dec 2017	Sunday	10:00 AM - 12:00 PM	\$15.00	\$15.00
L'Ecole Brodeur Field	03 Dec 2017	Sunday	02:00 PM - 04:00 PM	\$15.00	\$15.00
L'Ecole Brodeur Field	10 Dec 2017	Sunday	02:00 PM - 04:00 PM	\$15.00	\$15.00
L'Ecole Brodeur Field	17 Dec 2017	Sunday	10:00 AM - 12:00 PM	\$15.00	\$15.00
L'Ecole Brodeur Field	17 Dec 2017	Sunday	02:00 PM - 04:00 PM	\$15.00	\$15.00
L'Ecole Brodeur Field	24 Dec 2017	Sunday	02:00 PM - 04:00 PM	\$15.00	\$15.00
L'Ecole Brodeur Field	31 Dec 2017	Sunday	10:00 AM - 12:00 PM	\$15.00	\$15.00
L'Ecole Brodeur Field	31 Dec 2017	Sunday	02:00 PM - 04:00 PM	\$15.00	\$15.00

Field						
L'Ecole Brodeur	07 Jan 2018	Sunday	02:00 PM - 04:00 PM	\$15.00		\$15.00
Field						
L'Ecole Brodeur	14 Jan 2018	Sunday	10:00 AM - 12:00 PM	\$15.00		\$15.00
Field						
L'Ecole Brodeur	14 Jan 2018	Sunday	02:00 PM - 04:00 PM	\$15.00		\$15.00
Field						
L'Ecole Brodeur	21 Jan 2018	Sunday	02:00 PM - 04:00 PM	\$15.00		\$15.00
Field						
L'Ecole Brodeur	28 Jan 2018	Sunday	10:00 AM - 12:00 PM	\$15.00		\$15.00
Field						
L'Ecole Brodeur	28 Jan 2018	Sunday	02:00 PM - 04:00 PM	\$15.00		\$15.00
Field						
L'Ecole Brodeur	04 Feb 2018	Sunday	02:00 PM - 04:00 PM	\$15.00		\$15.00
Field						
L'Ecole Brodeur	11 Feb 2018	Sunday	10:00 AM - 12:00 PM	\$15.00		\$15.00
Field						
L'Ecole Brodeur	11 Feb 2018	Sunday	02:00 PM - 04:00 PM	\$15.00		\$15.00
Field						
L'Ecole Brodeur	18 Feb 2018	Sunday	02:00 PM - 04:00 PM	\$15.00		\$15.00
Field						
L'Ecole Brodeur	25 Feb 2018	Sunday	10:00 AM - 12:00 PM	\$15.00		\$15.00
Field						
L'Ecole Brodeur	25 Feb 2018	Sunday	02:00 PM - 04:00 PM	\$15.00		\$15.00
Field						
L'Ecole Brodeur	04 Mar 2018	Sunday	02:00 PM - 04:00 PM	\$15.00		\$15.00
Field						
L'Ecole Brodeur	11 Mar 2018	Sunday	10:00 AM - 12:00 PM	\$15.00		\$15.00
Field						
L'Ecole Brodeur	11 Mar 2018	Sunday	02:00 PM - 04:00 PM	\$15.00		\$15.00
Field						
L'Ecole Brodeur	18 Mar 2018	Sunday	02:00 PM - 04:00 PM	\$15.00		\$15.00
Field						
L'Ecole Brodeur	25 Mar 2018	Sunday	10:00 AM - 12:00 PM	\$15.00		\$15.00
Field						
L'Ecole Brodeur	25 Mar 2018	Sunday	02:00 PM - 04:00 PM	\$15.00		\$15.00
Field						

<b>Facility Fees</b>				
Name	Subtotal	Tax	Total Price	# of Booking(s)
L'Ecole Brodeur Field	\$225.00	\$11.25	\$236.25	15
L'Ecole Brodeur Field	\$435.00	\$21.75	\$456.75	29

<b>Extra Fees</b>						
Name	Quantity	Unit Price	Total Usage	Subtotal	Tax	Total Price
Insurance	1	\$0.00 / item	1 item	\$0.00	\$0.00	\$0.00
Insurance	1	\$0.00 / item	1 item	\$0.00	\$0.00	\$0.00

<b>Contract Total</b>				
Rental Fee	Rental Tax	Extra Fee	Extra Tax	Total with Tax
\$660.00	\$33.00	\$0.00	\$0.00	\$693.00

**CONDITIONS OF USE**

1. Prior to the signing the Contract, the Renter shall obtain and maintain general liability insurance, with the Township listed as an additional insured, and shall provide confirmation of insurance coverage to the Township. The liability insurance policy shall be written on a comprehensive basis with inclusive limits of not less than \$2 million per occurrence. In some instances a minimum of \$5 million in liability insurance may be required. It shall be the sole responsibility of the Renter to determine what additional insurance coverage, if any, is needed for their event.
2. The Renter may not sublet any portion of any field/space rented.
3. Damage to and/or loss of articles during the event shall be the sole responsibility of the Renter.
4. For all For-Profit or Commercial events, the Renter must hold a valid business licence from the Township or a Greater Victoria Inter-municipal business licence. Contact Rachel Dumas at 250-414-7157 for information.
5. Payment is due 14 days prior to the date of the event or the first date booked.
6. Notice of cancellation must be received 14 days prior to the event/first booking in order to receive a refund. No refund will be paid if notice of cancellation is received less than 14 days prior to the event/first booking.
7. The Township has the sole right to operate the Concession and the sole right to sell any food or beverage items during the event.
8. The Township reserves the right to cancel or alter rentals should conditions arise that necessitate changes to the booking schedule.
9. Invoices will not be issued. Cheques are to be made payable to the Township of Esquimalt in accordance with the payment schedule set out in the attached Contract. Failure to pay as scheduled may result in cancellation of remaining bookings.

For ongoing contracts, monthly payment is due on the last day of each month for the following month. We recommend user groups submit post dated cheques or credit card authorization. Late payments will be subject to a 1.5% monthly late payment fee.

10. Alcohol consumption is only permitted: (1) with prior approval from both the BCLB and Township staff; (2) in designated and restricted areas, and (3) with licence being clearly displayed during the event. The Renter is responsible for ensuring that all players and spectators abide by facility policy. Failure to do so may result in enforcement action including cancellation of the Contract. All costs of enforcement shall be paid to the Township by the Renter immediately upon demand.
11. Smoking is not permitted in any municipal facility or within 10 metres of a municipal building. Failure to comply with the smoking regulations may result in punitive action which may include cancellation of the Contract.
12. The Renter shall not restrict the public from parking in the parking lot or entering into the park. Municipal Parks are open to the public and areas cannot be roped off for private functions. Renters shall leave a minimum of 5 parking spaces for public use.
13. BBQs may be brought on site. Only propane BBQs are permitted.
14. All gaming activities require the Renter to obtain a BC Gaming Licence and to clearly display the licence during the event.
15. Renters are responsible for providing their own First Aid for participants during the event.
16. Where applicable, it is the responsibility of the Renter to provide security for the event. Where required by the Township, the Renter shall provide and pay for appropriate fire and police/security protection or other personnel during the period of use and occupation. Should the Renter fail to provide any of the above services where required, the Township may provide such and the Renter shall pay the costs immediately upon demand.
17. The Renter is responsible for disposing of all refuse accumulated during the event, and shall leave the premises in a neat and tidy condition, and in the same condition as it was before the event.
18. Facilities are rented on an "As Is" condition. Any alterations must be preapproved by Township staff. The Renter shall not construct, erect or attach any fixtures of any kind to any part of the premises without the prior written consent of the Township. If permission for any alteration is granted, they shall be at the Renter's cost and risk and the Township shall have no responsibility or liability for such alterations. The Renter shall remove the same and restore and leave the premises in the same condition as it was at the time the Renter entered into occupation. If such restoration is not to the satisfaction of the Township, such repairs and restoration may be carried out by the Township and all costs incurred for so doing shall be paid by the Renter immediately upon demand.
19. Renters are responsible for any damage and/or vandalism done to the premises that are the direct result of user misconduct or negligence. In some instances a damage deposit of \$500 may be required. Such deposit will be returned to the Renter following the event if no damage has occurred. If any damage resulted during the event, the Township will repair the premises and deduct the cost of so doing from the damage deposit, and the Renter shall pay any amount in excess of the damage deposit immediately upon demand.

If you have any questions or concerns, please contact Chris Millan at 250-412-8525 or by email at [bookings@esquimalt.ca](mailto:bookings@esquimalt.ca).

**\*\*\* PLEASE PRINT BEFORE SIGNING/SUBMITTING TO RETAIN A COPY FOR YOUR RECORDS.\*\*\***

Date:



Client Signature