Pemamkiaq Beach Volleyball Courts
Rental Application

12 Regulation Beach Volleyball Courts

261 Commodore Drive, Burnside, NS

Rentals Available:
Monday-Friday 8am-10pm
Weekends 8am-9pm

Corporate Parties,
School Groups
Team Building
Tournaments
Fundraising
Practices
& More!

Pemamkiaq Beach Volleyball Courts
RENTAL AGREEMENT

CLIENT INFORMATION

Name: _____

Organization: _____

Address: _____

Street _____ Apt./Unit # _____

City _____ Province _____ Postal Code _____

Phone Number: _____

Home _____ Cell _____

Email Address: _____

BOOKING TIMES & FEES

Event/Booking Purpose	Date	Time Range	Courts	Total Hours	Rate

ACCEPTANCE OF TERMS AND CONDITIONS

I, the Client, agree:

a) This Agreement and Section A, attached hereto, set out the terms and conditions which govern the Licensee's non-exclusive right to occupy and use the Licensed Areas of the Beach Park during the Booking Times.

b) Failure to abide by this Agreement and Section A will result in cancellation of this Agreement.

c) That I have sought or obtained, or have had the opportunity to seek and obtain, independent legal advice concerning the matters in this Agreement and Section A.

d) That I have read this Agreement and Section A in its entirety, understand the conditions and regulations, and that I have executed this Agreement voluntarily.

e) This Agreement has been executed by an authorized signatory of the Organization who is duly entitled to represent and bind the party.

f) To be bound by all that is contained in this Agreement and Section A.

g) Acceptance of this Rental Agreement is upon signature of Volleyball Nova Scotia

Print Name _____ Signature _____ Date _____

Rental Agreement Accepted by Volleyball Nova Scotia

Signature _____ Date _____

Section A
Pemamkiaq Beach Volleyball Courts
Rental Agreement Terms and Conditions

Responsibilities of the Client

1. The Client will:
   a. Commit to all rental times as indicated on the Rental Agreement.
   b. Be of eighteen (18) years of age at the time of executing this agreement.
   c. Adhere to all safety standards, rules and regulations.
   d. Be responsible for the conduct and supervision of all people attending The Licensed Area and ensure all requirements contained in this Agreement are observed. Vandalism, littering, abusive language, smoking and the use of alcohol without a license will result in immediate termination of this agreement and future rejections of applications for rental.
   e. Ensure that no alcoholic beverages will be permitted at the Licensed Area unless a permit has been granted and written permission from the Licensor has been issued. Failure to comply with this section will result in immediate cancellation of the Rental Agreement, notification of authorities and removal from the facility. No refund will be granted.
   f. Be responsible for all equipment, displays, goods and chattels brought onto the Licensed Area by the client and the Client agrees that the Licensor will not be liable for any damage of such equipment, displays, goods and chattels for any cause whatsoever.
   g. Ensure the Licensed Area is vacated and returned to its original condition upon completion of the Rental Agreement.
   h. Ensure that vehicles will only be parked on facility grounds designated as parking areas only.
   i. Not sell any items unless prior approval has been given by the Licensor.
   j. Not affix any decorations without prior consent from the Licensor.

Responsibilities of the Licensor

2. The Licensor will:
   a. Grant the Client the exclusive right of occupation only to those Licensed Areas agreed to in the Rental Agreement.
   b. Maintain a right of access to the Licensed Areas to observe the Client's actions and will maintain control of the facility and equipment through its employees.

Damage and Repairs to the Facility

3. At the sole cost of the Client, the Client will repair any damage, outside the normal wear and tear, caused to the facility or equipment by any person during the period that the Client had the right of occupancy of the facility within 30 days of invoice from the Licensor.

Insurance

4. If required, the Renter shall, at its own expense, and without limiting its obligations or liabilities herein, provide and maintain the following policies of insurance with insurers licensed in Nova Scotia and in forms and amounts accepted by Volleyball Nova Scotia:

   General Liability Insurance with a limit of not less than One Million Dollars ($1,000,000), inclusive per occurrence for bodily injury and property damage including loss of use thereof. Such insurance shall extend to cover the Renter and the Renter's Guests, its officers, employees, servants, agents, contractors, and volunteers and shall include Volleyball Nova Scotia, its officers, employees, servants, agents, contractors, and volunteers as additionally insured with respect to

liability arising out of the use of or occupation by the Renter and the Renter's Guests of the property belonging to Volleyball Nova Scotia.

Certificate of Insurance. If the Renter has been required by Volleyball Nova Scotia to obtain insurance, the Renter shall provide evidence of such insurance 2-weeks prior to the Event Date. Such evidence of insurance shall be in the form of a certificate of insurance.

Coach Requirements

5. Ongoing youth development programs must complete Volleyball Nova Scotia's Program Sanctioning Application and adhere to Volleyball Nova Scotia's coach eligibility and membership requirements.

Payment & Fees

6. The Client agrees to pay the Licensor:
   a. The fees described in the Rental Agreement.
   b. Within 30 days of invoice from the Licensor.

   We accept the following payment methods; cash, square (additional 3% fee) and cheque made out to Volleyball Nova Scotia.

Cancellation Policy

7. In the case of cancellation of an event(s), with written notice, clients will receive a:

   - 100% refund for cancellations prior to 14 days before the event.
   - 50% refund for cancellations prior to 4 days before the event
   - 0% refund for cancellations 3 or less days before an event

Release of Liability

8. The Client agrees that the Licensor has made no representations or warranties as to the fitness or nature of the facility or equipment and by executing the Rental Agreement, the Client relieves the Licensor from any and all claims which the Client now has or may have in the future.

Termination

9. The Licensor may terminate this agreement without notice should the Client breach any of the conditions in the Rental Agreement or Section A. Upon termination, the Client will be refunded in respect of the period cancelled by the Licensor.
10. The Client may terminate this agreement at any time but agrees to pay the cancellation fees as described in Section A5.