

PROPERTY RENTAL AGREEMENT

1. Instructions

Contact the Rental Coordinator at hubbardscove@gmail.com to discuss your event and availability of the Hubbards Community Waterfront Park. To secure your date, a deposit equaling \$500, payable to the Hubbards Community Waterfront Association, is required on the day you sign this contract.

2. Contact Information

Name(s)		Phone #1	
		Phone #2	
Organization		Email	
Mailing Address		Notes	

3. Event Details

Event Date:	Start Time:	End Time:
Type of Event (check one): <input type="checkbox"/> Private Function <input type="checkbox"/> Group Function (Public participation limited by membership, admission, or registration) <input type="checkbox"/> Public Event (Open to all) Expected Attendance: _____	Description of Event:	
Area of Park to be Rented (check one): <input type="checkbox"/> Amphitheatre <input type="checkbox"/> Front Lawn Area <input type="checkbox"/> Amphitheatre + Front Lawn Area <i>Note: All rentals include use of washroom building.</i>		
Will alcohol be served? <input type="checkbox"/> Yes <input type="checkbox"/> No	Will rented items be used (i.e. tables/chairs)? <input type="checkbox"/> Yes <input type="checkbox"/> No Pick-up date/time of rentals:	

Names and cell phone numbers of two (2) designated on-site contacts: 1. 2.
Other set up requirements:

4. Rental Fee Schedule

Rental Fees	Detail	Cost	Amount
Property Rental for Community or Non-Profit Groups	Amphitheatre	\$40/hour	
		\$250/day	
	Front Lawn	\$40/hour	
		\$250/day	
	Amphitheatre + Front Lawn	\$40/hour	
		\$300/day	
Property Rental for Private or Commercial Groups	Amphitheatre	\$80/hour	
		\$500/day	
	Front Lawn	\$80/hour	
		\$500/day	
	Amphitheatre + Front Lawn	\$100/hour	
		\$600/day	
		SUB-TOTAL	
		HST @ 15%	
		GRAND TOTAL	

5. Cancellation Policy

The cancellation fee will be deducted from the Event Deposit, as follows:

Community/Non-Profit Groups	Private/Commercial Groups
Cancellations received less than 30 days prior to the event will be subject to a cancellation fee equaling 25% of the Event Deposit.	Cancellations received 30 or more days prior to the event will be subject to a cancellation fee equaling 25% of the Event Deposit.
	Cancellations received less than 30 days prior to the event will be subject to a cancellation fee equaling 50% of the Event Deposit.

6. Property Rental Agreement

This agreement made this _____ day of _____, 20____, at Hubbards, Nova Scotia between the Hubbards Community Waterfront Association (the “HCWA”) and _____ (the “Lessee”).

The Lessee is permitted to occupy the Hubbards Community Waterfront Park facilities (the “Property”) as determined by, and for the sole purpose set out in Section 3, to be held between the hours of

_____ and _____ on the _____ day(s) of _____, 20____ on payment of the full rental price as set out in Section 4 of this Agreement. Harmonized Sales Tax is applicable to all charges set forth in this Agreement. The property must be returned to its original condition no later than _____ on the _____ day of _____, 20____.

7. Terms and Condition for Use of the Hubbards Community Waterfront Park (the “Property”)

- a) The rental fee must be paid in full 7 business days prior to the event to ensure use of the Property.
- b) The daily rental fee provides for use of the Property for up to 12 consecutive hours within a defined 24-hour period.
 - i. Any time spent on-site by the Lessee beyond this 12-hour period will be considered extra, and charged at the current hourly rate.
 - ii. Use of the Property beyond a defined 24-hour period will require payment for an additional day’s rental.
 - iii. Event hours will be defined in Section 6 of this Rental Agreement.
- c) The HCWA agrees to provide the Property cleaned and well maintained. Washroom facilities are available from April through to Remembrance Day. Water on the Property is not potable and cannot be used for drinking or cooking. In the event that the Property is not available for the Lessee (through no fault of the Lessee) by reason of damage, or destruction by fire, riot, mob violence or other accident, or the use is prohibited by any government authority having jurisdiction, then this Agreement shall be deemed null and void and all moneys paid by the Lessee shall be returned and no other penalty shall be incurred.
- d) The Lessee must comply with all laws, by-laws, rules and regulations with respect to the occupation and operation of the Property and will assume entire responsibility for damages arising from or during the occupancy of the Property.
 - i. The Lessee will indemnify and hold harmless the HCWA and its board against any eventuality.
 - ii. The Lessee is responsible for securing special event insurance if required, and must provide the HCWA with proof of insurance a week in advance of the event.
 - iii. The Lessee acknowledges that the Property is in a good state of condition and repair and agrees to leave the Property in no worse condition than when the Lessee initially occupied the Property.
 - iv. The Lessee is responsible for any additional costs for damage or clean-up over and above the amount of the original event deposit.
 - v. The Lessee acknowledges that the event deposit will not be returned until at least two weeks following the event to allow time to evaluate the Property to determine whether additional charges are required.
- e) All consumption of alcoholic beverages is subject to Nova Scotia Liquor Licensing Act regulations. The Lessee is responsible for obtaining the appropriate liquor license. HCWA will provide a standard bar area diagram to accompany the Lessee’s application for a liquor license. A copy of the permit to serve alcoholic beverages during the event must be given to the HCWA at least one week before the event and posted during the event in accordance with the Act.

- i. Regardless of liquor license, last call can be no later than 11:30 p.m. Liquor service must stop by 12:00 a.m. and the Property must be vacated by 1:00 a.m.
 - ii. The person responsible for the bar must ensure that all liquor is secured and put away immediately after liquor service ends.
 - iii. Alcoholic beverages must be consumed inside a designated area.
 - iv. All liquor must be dispensed by a designated bartender(s), with the exception of wine placed on tables during dinner.
 - v. Homemade wine or alcohol is not permitted. Guests are not allowed to bring their own alcohol (no BYOB).
- f) The Lessee acknowledges that the Hubbards Community Waterfront Park is a public place and that members of the public will have access to the wharf area and washroom facilities during the event. For private or commercial events, “private event” signs will be posted near the rented area(s) and the Rental Coordinator will make reasonable efforts to ensure that members of the public do not disturb the event.
- g) The Lessee will be responsible for traffic control during the event. It will not be possible to block access to the property to the general public.
- h) Open flames are not to be used. Candles enclosed in glass may be used on a limited basis but only if they are supervised. The Rental Coordinator must approve the placement and use of candles and heat sources.
- i) Fireworks are strictly forbidden on the Property.
- j) Motor vehicles must park on graveled parking areas only. The HCWA assumes no responsibility for vehicles left in the parking areas overnight. All vehicles must be removed from the parking area no later than 10am of the day following the vent.
- k) The Lessee is responsible for cleaning up all garbage and recycling the day/night of the event, with garbage being placed in the dumpster and recycling bagged and removed from the premises.
- l) The Lessee is responsible for removing all equipment (including tents) and decorations from the property no later than 5:00 pm the day following the event. No foods or dirty dishes are to be left on the Property overnight.
- m) As part of the property rental agreement, the Lessee must name two designated on-site contacts who will be responsible for the function. A contact must meet with the Rental Coordinator at the beginning of the function to review regulations, and must be available at the end of the event to work with the Rental Coordinator to ensure that all required cleanup is suitably addressed.

8. Signatures

____ (initial) I have read, understand and agree to abide by Section 7, Terms and Conditions for Use of the Hubbards Community Waterfront Park.

The Lessee	HCWA Representative
Print name:	Print name:
Signature:	Signature:
Date:	Date:

9. HCWA Contact Information

Rental Coordinator:
Phone:

10. For Office Use

Event contract #				
\$ 500 Deposit	Due upon booking	Paid by <input type="checkbox"/> Cash or <input type="checkbox"/> Cheque	Cheque #	HCWA Receipt #
Rental Fee	Date due:	Paid by <input type="checkbox"/> Cash or <input type="checkbox"/> Cheque	Cheque #	HCWA Receipt #
Event Deposit Refund	Date Requested:	Amount to refund:	Cheque #	Date Mailed: