



## Facility Rental Form

Name of Event: \_\_\_\_\_

Legal Name of Tenant: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone # \_\_\_\_\_

Mailing Address: \_\_\_\_\_

\_\_\_\_\_

Email: \_\_\_\_\_

Facilities Requested (check):

- Event Arena
- Upper Stables
- Lower Stables
- Derby Field
- Grand Prix Field
- Outdoor Sand Ring
- Show Stalls # requested \_\_\_\_\_
- Other: \_\_\_\_\_

Equipment Requested (check):

- Arena Sound System
- Chairs # requested \_\_\_\_\_
- Tables # requested \_\_\_\_\_
- 20 X 20 Tents #requested \_\_\_\_\_
- Other: \_\_\_\_\_

Services Requested (check):

- Extra Ring Floating
- Grounds Clean-up
- Extra Arbutus Meadows Staff
- Tractor w/ Operator
- Bobcat w/ Operator
- Backhoe/w Operator
- Other: \_\_\_\_\_

Initial \_\_\_\_\_

Rental Rate: \_\_\_\_\_

Additional Fees: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Set-up Dates/Times:

\_\_\_\_\_

Tear Down Dates/Times:

\_\_\_\_\_

Event Date(s): \_\_\_\_\_ Time: \_ \_\_\_\_\_  
to \_\_\_\_\_

\_\_\_\_\_ Time: \_\_\_\_\_ to \_\_\_\_\_

\_\_\_\_\_ Time: \_\_\_\_\_ to \_\_\_\_\_

\_\_\_\_\_ Time: \_\_\_\_\_ to \_\_\_\_\_

Number of people expected per day:

\_\_\_\_\_

Special Requests:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# Facility Rental Policies and Procedures

(Please initial each page and sign the last page and return to Arbutus Meadows Equestrian Centre)

When renting the Arbutus Meadows Equestrian Centre facility, the Tenant agrees to the following conditions:

## 1. FEES AND SERVICES

- For the duration of the event, it is the Tenant's responsibility to ensure that the property is kept clean and tidy. Garbage and recycling bins are made available to assist in this area. Areas for manure, hay and shavings waste are provided. An extra fee will be charged if the Tenant requires Arbutus Meadows Equestrian Centre staff for cleaning services or if grounds are left unclean. Washrooms will be cleaned and serviced by Arbutus Meadows Equestrian Centre staff.
- Any event requiring additional toilet rentals to meet building code bylaws are the responsibility and expense of the Tenant.
- Any event requiring additional set-up days prior to the event or tear down days at the conclusion of the event will be charged an extra fee according to the stated rental prices.
- Any event requiring additional Arbutus Meadows Equestrian Centre staff or equipment/machinery will be charged an extra fee according to the stated rental prices.
- Any mobile living unit using parking area and facilities overnight will be charged an extra fee according to the stated rental prices. No hook-ups are available.
- All facility rent and any additional fees must be paid in full by the conclusion of the event. It is the Facility Manager's right and discretion to require advanced deposit, damage deposit and/or full payment of rent prior to the event. Any deposits to secure event dates are non-refundable.

Initial\_\_\_\_\_

## 2. LIABILITY AND INSURANCE

The Tenant shall assume all liability whatsoever relating to or arising out of the event and agrees to indemnify and hold Arbutus Meadows Equestrian Centre, Ltd., Culverden Holdings, Ltd. and its owners, managers, directors, officers, agents, employees or volunteers (herein called the “Landlord”) harmless from any and all claims, demands, actions or causes of actions of every character arising there from. The Tenant shall place and maintain in force full liability insurance covering all operations of the event, including coverage for bodily injury, personal injury, cross liability and property damage, in the minimum amount of \$2,000,000. All insurance policies and waivers must list Arbutus Meadows Equestrian Centre, Ltd. and Culverden Holdings Ltd. as additional named insureds. High risk events must carry insurance in the amount of \$5,000,000 and coverage must include riot insurance. A “Certificate of Insurance” and waiver forms must be submitted to the Facility Manager at least one month prior to commencement of the event. Tenants who fail to provide the required coverage **will not** be allowed on the property until all such insurance requirements are met.

The Landlord is not responsible for any damage or injury that may happen to the Tenant or to the Tenant’s agents, servants, employees, patrons, guests or any other persons admitted by the Tenant, or their property from any cause whatever prior, during or subsequent to the period covered by this rental agreement, and the Tenant hereby expressly releases the Landlord from and agrees to indemnify it against any and all claims for such loss, damage or injury.

## 3. TENANT REPOSNSIBLE FOR PERSONS ON THE PREMISES

The Tenant is responsible for the character, acts, and conduct of all persons admitted to Arbutus Meadows Equestrian Centre (“the premises”) and must provide at the Tenant’s expense at all times sufficient security to maintain order and protect persons and property.

The Landlord reserves the right to eject any objectionable person or persons from the premises and the Tenant hereby waives all claims from damages arising from the exercise of such rights.

Initial\_\_\_\_\_

- The Tenant agrees not to bring onto the premises any material, substances, equipment or object, including flammable fuels, which is likely to endanger the life of or to cause bodily injury to any person on the premises or which is likely to constitute a hazard to the property without the prior written approval of the Landlord. The Landlord shall have the right to refuse to allow any such material, substances, equipment or object to be brought onto the premises and the further right to require its immediate removal.
- All fire lanes, property entries/exits and building entries/exits must be kept clear from any and all vehicles or obstructions at all times. All local fire department regulations must be followed.
- For large events, it is the responsibility of the Tenant to provide adequate parking attendants to direct traffic safely on and off the premises and to ensure lanes are free off obstruction for emergency vehicles.

#### **4. PREVENTION OF DAMAGE OR LOSS**

- Any breakage of equipment or damage to property or equipment must be reported to the Facility Manager immediately. The Tenant agrees that if any property or equipment of the Landlord is damaged by the act, default, or negligence of the Tenant, or of the Tenant's agents, employees, contractors, patrons, guests, or any other persons admitted to the premises, the Tenant is responsible and will pay to the Landlord, upon demand, such sum as is necessary to restore the property or equipment to the previous condition. The Tenant further agrees to post, before settlement, an amount equal to the estimate provided by the Landlord to restore the premises to the previous condition.
- No alterations of any kind to the property or equipment, is allowed without permission and approval from the Facility Manager. Any and all changes or alterations to the property or equipment are at the Tenant's expense and it is the Tenant's responsibility to ensure that the property is returned to its original condition at the conclusion of the event.
- The use of tape, wire, staples, nails, tacks, screws, glue, and similar damaging items are prohibited from use for securing anything to any surfaces. Glitter, confetti, flower petals, streamers, potpourri, seeds, sparklers, and helium balloons are prohibited from use in any buildings.

Initial\_\_\_\_\_

## 5. COMPLY WITH LAWS

No activities in violation with Federal, Provincial or local laws shall be permitted on the premises, and it shall be the responsibility of the Tenant to enforce this provision. No lewd or indecent actions, conduct, language, pictures or portrayals shall be included in the activities or events presented by the Tenant on the premises and nothing shall be presented, used, sold that is contrary to law or prohibited by ordinances of the Regional District of Nanaimo and the Tenant agrees to abide and be bound by the decision of the Landlord should any questions arise under this paragraph.

All events must comply with local fire department regulations and Health Authority acts. It is the Tenant's responsibility to ensure these conditions are being met. Any permits (such as liquor, food/concession, etc.) must be obtained prior to the commencement of the event and permit copies must be submitted to the Facility Manager.

If livestock and animals are a part of an event, the Tenant shall abide by all tests, documents, etc., required by Government or Health Officials before the event is allowed to proceed.

The Tenant will assume all costs arising from the use of patented, trademarked, franchised or copyrighted music, materials, devices, processes or dramatic rights used on or incorporated in the event. The Tenant agrees to indemnify, defend and hold harmless the Landlord from any claims or costs, including legal fees, which might arise from question of use of such material described above.

## 6. INDEMNITY AGAINST FINES

The Tenant shall absolve to hold harmless the Landlord against any claim, fine or penalty that may be imposed as a result of an action of the Tenant covered in this agreement, and particularly, the Tenant takes full responsibility for observance of terms and conditions set out in the Regional District of Nanaimo bylaws.

## 7. INTERRUPTION OF PERFORMANCE

The Landlord shall retain the right to cause the interruption of any performance in the interest of public safety, and to likewise cause the termination of such performance when in the sole judgment of the Landlord it is necessary to do so, or in the interest of public safety, and the Tenant hereby waives any claims for damages or compensation from the Landlord.

Initial\_\_\_\_\_

## **8. NUMBER OF PERSONS LIMITED**

The Tenant shall not admit to the premises a greater number of persons than the occupancy load of rented building, or the seating capacity thereof will accommodate, or can safely or freely move about the premises and the decision of the Landlord in this respect shall be final.

## **9. POSTING OF ADVERTISING**

All advertising space on the premises of the Landlord is the exclusive property of the Landlord. The Tenant will not post or exhibit, or allow to be posted or exhibited signs, posters or advertisements of any description inside or in front or in any part of the premises without the permission of the Landlord. The Tenant agrees to take down and remove all signs, posters or advertisements of any description objected to by the Landlord and will on or before the termination of the event take down all signs, advertisements and posters posted or exhibited by it.

## **10. CONCESSIONS, VENDORS AND ALCOHOL SALES**

The Landlord shall have and reserves the sole right to operate, charge rent for or contract all concessions including food, alcoholic or nonalcoholic beverage, vendors, merchandise, parking privileges and to rent other articles.

## **11. TELEVISION BROADCASTS**

No television or radio broadcasting, taping, recording or photographing shall be permitted, except with the permission of the Landlord. Should the Landlord grant to the Tenant this privilege, the Landlord has the right to require advance payment of any estimated related costs and may also require payment for this privilege in addition to the rental fee. Permission must be obtained in writing in advance of the event.

## **12. LANDLORD'S RIGHT TO TERMINATE AGREEMENT FOR CAUSE**

The Landlord reserves the right to terminate the rental of the premises by this document for good cause (which does not include subsequent scheduling of a more preferred event). Should the Landlord exercise this right, the Tenant shall have no recourse of any kind against the Landlord.

Initial\_\_\_\_\_

**13. SOLICITOR’S FEES**

The Tenant agrees to pay solicitor fees (on a solicitor-client basis) paid by the Landlord to enforce the collection of any monies owing under this agreement or to enforce any obligation or covenant to be performed by the Tenant.

**14. OTHER MATTERS**

The Tenant agrees that any matters not expressly provided for in this Agreement will be decided and dealt with at the sole discretion of the Landlord.

I have read and understand the conditions for rental of Arbutus Meadows Equestrian Centre and agree to the conditions stated in this document:

Legal Name of Tenant:

\_\_\_\_\_

_____	_____	_____
Signing Authority Signature	Date	Witness Signature

_____	_____	_____
Signing Authority Signature	Date	Witness Signature