



Rental Contract

11925 Haney Place Maple Ridge BC V2X 6G2
 GST #R106984271 Phone: 604-467-7357

Contract #:	FA-5665	Prepared by:	Julie Rengert
Date:	10 Mar 2022	Status:	Firmed

City of Maple Ridge (the City) hereby grants Tom Kobelt(the Renter), permission to use the Samuel Robertson Secondary Facility as hereinafter provided subject to all of the Terms and Conditions of this Rental Agreement.

Name: Tom Kobelt **Account:**
Phone #: 778 823 5593 **Email:** greggmair@gmail.com
Address: #231 - 18525 53rd Ave, , Surrey BC, , British Columbia, V3S 7A4

Conditions of Use

All sports fields are subject to weather and field conditions. Please see section on Field Closures and Damage Deposits. Sport fields are inspected regularly (per municipal policy) for safety, risk management, and turf condition and playability. Each team coach must also complete a safety check prior to commencing to ensure that there are no new risk conditions that have occurred since the safety inspection was completed. Hammering stakes or spikes into the ground without prior approval of the City of Maple Ridge is not permitted. Failure to do so could result in puncturing or breaking irrigation, drainage, electrical or gas lines. Vehicles must be parked in designated parking areas. Vehicles are not to be parked or driven onto grassed areas or restricted access roads without prior approval from the City of Maple Ridge. Signage is not permitted unless permission is granted from the City of Maple Ridge, staff designate.

Facility Rental Summary

Repeat	Facility	Day	Start	End	Date Range	# Sess.	Event ID
	Rotary Field	Thu	09:00 PM	10:00 PM	31 Mar 2022	1	00037870
Weekly	Rotary Field	Thu	09:00 PM	10:00 PM	07 Apr 2022 - 16 Jun 2022	11	00037858
Weekly	Golden Ears Field	Fri	08:30 PM	10:00 PM	22 Apr 2022 - 10 Jun 2022	6	00038038

Exclusions, Additions & Modifications

Type	Facility	Day	Start	End	Date	Event ID
Exclusion	Rotary Field	Thu	09:00 PM	10:00 PM	23 Jun 2022	00037858
Exclusion	Rotary Field	Thu	09:00 PM	10:00 PM	30 Jun 2022	00037858
Exclusion	Golden Ears Field	Fri	08:30 PM	10:00 PM	13 May 2022	00038038
Exclusion	Golden Ears Field	Fri	08:30 PM	10:00 PM	20 May 2022	00038038

Facility

Field	Start Date	End Date	Day	Time	Fee(s)	Subtotal
Rotary Field	31 Mar 2022	31 Mar 2022	Thursday	09:00 PM - 10:00 PM	\$12.70 (Adult Non-Profit Regular Use)	\$12.70
Rotary Field	07 Apr 2022	07 Apr 2022	Thursday	09:00 PM - 10:00 PM	\$12.70 (Adult Non-Profit Regular Use)	\$12.70

Rotary Field	14 Apr 2022	14 Apr 2022	Thursday	09:00 PM - 10:00 PM	\$12.70 (Adult Non-Profit Regular Use)	\$12.70
Rotary Field	21 Apr 2022	21 Apr 2022	Thursday	09:00 PM - 10:00 PM	\$12.70 (Adult Non-Profit Regular Use)	\$12.70
Golden Ears Field	22 Apr 2022	22 Apr 2022	Friday	08:30 PM - 10:00 PM	\$19.05 (Adult Non-Profit Regular Use)	\$19.05
Rotary Field	28 Apr 2022	28 Apr 2022	Thursday	09:00 PM - 10:00 PM	\$12.70 (Adult Non-Profit Regular Use)	\$12.70
Golden Ears Field	29 Apr 2022	29 Apr 2022	Friday	08:30 PM - 10:00 PM	\$19.05 (Adult Non-Profit Regular Use)	\$19.05
Rotary Field	05 May 2022	05 May 2022	Thursday	09:00 PM - 10:00 PM	\$12.70 (Adult Non-Profit Regular Use)	\$12.70
Golden Ears Field	06 May 2022	06 May 2022	Friday	08:30 PM - 10:00 PM	\$19.05 (Adult Non-Profit Regular Use)	\$19.05
Rotary Field	12 May 2022	12 May 2022	Thursday	09:00 PM - 10:00 PM	\$12.70 (Adult Non-Profit Regular Use)	\$12.70
Rotary Field	19 May 2022	19 May 2022	Thursday	09:00 PM - 10:00 PM	\$12.70 (Adult Non-Profit Regular Use)	\$12.70
Rotary Field	26 May 2022	26 May 2022	Thursday	09:00 PM - 10:00 PM	\$12.70 (Adult Non-Profit Regular Use)	\$12.70
Golden Ears Field	27 May 2022	27 May 2022	Friday	08:30 PM - 10:00 PM	\$19.05 (Adult Non-Profit Regular Use)	\$19.05
Rotary Field	02 Jun 2022	02 Jun 2022	Thursday	09:00 PM - 10:00 PM	\$12.70 (Adult Non-Profit Regular Use)	\$12.70
Golden Ears Field	03 Jun 2022	03 Jun 2022	Friday	08:30 PM - 10:00 PM	\$19.05 (Adult Non-Profit Regular Use)	\$19.05
Rotary Field	09 Jun 2022	09 Jun 2022	Thursday	09:00 PM - 10:00 PM	\$12.70 (Adult Non-Profit Regular Use)	\$12.70
Golden Ears Field	10 Jun 2022	10 Jun 2022	Friday	08:30 PM - 10:00 PM	\$19.05 (Adult Non-Profit Regular Use)	\$19.05
Rotary Field	16 Jun 2022	16 Jun 2022	Thursday	09:00 PM - 10:00 PM	\$12.70 (Adult Non-Profit Regular Use)	\$12.70

Facility Fees

Name	Subtotal	Discount	Tax	Total Price	# of Booking(s)
Golden Ears Field	\$114.30	\$0.00	\$5.72	\$120.02	6
Rotary Field	\$139.70	\$0.00	\$6.99	\$146.69	11
Rotary Field	\$12.70	\$0.00	\$0.64	\$13.34	1

Extra Fees

Name	#	Unit Price	Total Usage	Subtotal	Tax	Total Price
-	-	-	-	-	-	-

Extra Fees Details

Extras per Contract

Facility & Extra Summary

Field	Date	Day	Time	Fees	Extra Fees	Discount	Tax	Total
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Rotary Field	31 Mar 2022	Thursday	09:00 PM - 10:00 PM	\$12.70	\$0.00	\$0.00	\$0.64	\$13.34
Rotary Field	07 Apr 2022	Thursday	09:00 PM - 10:00 PM	\$12.70	\$0.00	\$0.00	\$0.64	\$13.34
Rotary Field	14 Apr 2022	Thursday	09:00 PM - 10:00 PM	\$12.70	\$0.00	\$0.00	\$0.64	\$13.34
Rotary Field	21 Apr 2022	Thursday	09:00 PM - 10:00 PM	\$12.70	\$0.00	\$0.00	\$0.64	\$13.34
Golden Ears Field	22 Apr 2022	Friday	08:30 PM - 10:00 PM	\$19.05	\$0.00	\$0.00	\$0.95	\$20.00
Rotary Field	28 Apr 2022	Thursday	09:00 PM - 10:00 PM	\$12.70	\$0.00	\$0.00	\$0.64	\$13.34
Golden Ears Field	29 Apr 2022	Friday	08:30 PM - 10:00 PM	\$19.05	\$0.00	\$0.00	\$0.95	\$20.00
Rotary Field	05 May 2022	Thursday	09:00 PM - 10:00 PM	\$12.70	\$0.00	\$0.00	\$0.64	\$13.34
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Rotary Field	12 May 2022	Thursday	09:00 PM - 10:00 PM	\$12.70	\$0.00	\$0.00	\$0.64	\$13.34
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Invoice

Due Date	Amount	Remaining Balance
01 Apr 2022	\$280.04	\$280.04

Contract Total

Rental Fee	Rental Tax	Extra Fees	Extra Tax	Total with Tax
\$266.70	\$13.34	\$0.00	\$0.00	\$280.04

The Renter by executing this Rental Agreement (the "Rental") under the signatures of its signing officers agrees to be bound by this Rental and the Terms and Conditions contained herein, and the Renter's signing Officers hereby warrant and represent that he/she/they execute this Rental on behalf of the Renter and that he/she/they have sufficient power, authority and capacity to bind the Renter.

Date: 16 Mar 2022

Client Signature

The Renter Agrees to the Following Terms and Conditions:

COVID-19

(a) The Renter acknowledges and agrees that COVID-19 is currently a risk in gatherings of any size, and that COVID-19 may result in serious illness or death. The Renter will use the Facilities only in compliance with all provincial ministerial orders, orders of the Provincial Health Officer, and requirements, regulations, guidelines and orders of any other authorities having jurisdiction, including, without limitation, WorkSafeBC, that relate to COVID-19 or the use of the Facilities (collectively, all such orders, requirements, regulations and guidelines are "Orders"). Such Orders may impose, among other things, proof of vaccination, limitations on group size and social distancing requirements. Orders may change from time to time and it is the sole responsibility of the Renter to ensure that it is aware of and in compliance with all Orders currently in force.

(b) The Renter hereby assumes all risk with COVID-19 and their use of the Facilities and acknowledges that (i) the City is not able to verify the vaccine status of people entering this facility or event, and (ii) those who are not wearing masks may not be fully vaccinated. The renter acknowledges and agrees that the City guarantees the safety of the Facilities, and that the City is not responsible for monitoring or ensuring the Renter's compliance with any Orders.

(c) The Renter, on behalf of itself and its invitees, volunteers, customers, employees, contractors, successors, heirs, personal representatives and others claiming by or through the Renter (collectively with the Renter, the "Renter Parties"), hereby releases, remises and discharges the City of Maple Ridge (the "City"), School District No. 42 (Maple Ridge Pitt Meadows) (the "School District") and the employees, agents, contractors, volunteers and elected and appointed officials (collectively with the City and the School Board, the "City Parties") from any and all losses, damages, costs, fees, claims, actions, causes of action, judgments and other liabilities whatsoever (collectively, "Claims") that the Renter Parties or any of them may suffer or incur, or make, bring, claim or have against the City Parties or any of them, in connection with, arising from or relating to COVID-19 and the Renter's use of the Facilities, including, without limitation, Claims arising from the infection of any of the Renter Parties with COVID-19 and any resulting illness, personal injury or death, notwithstanding any negligence on the part of the City Parties or any of them.

(d) Notwithstanding any other indemnity contained in this Agreement, and without limiting any such other indemnity, the Renter agrees to and does hereby indemnify the City Parties and save them harmless from any and all Claims that may be suffered or incurred by, or made, claimed or brought against, the City Parties or any of them, and that arise from or relate to COVID-19 and the Renter's use and occupation of the Facilities, including, without limitation, any Claims arising from or relating to the infection of the City Parties or any third party with COVID-19 as a result of the Renter's use of the Facilities, notwithstanding any negligence on the part of the City Parties or any of them.

(e) The Renter understands that the City does not employ health professionals and does not screen for potential illness, including COVID-19. The Renter will not permit any person (including children) to use the Facilities pursuant to this Permit if they have:

(i) experienced cold or flu-like symptoms within the last 14 days;

(f) The Renter hereby agrees that personal information provided by the Renter and/or its participants/members may be shared as necessary for the purposes of contact tracing if the need arises, and the Renter will obtain consent to such sharing of information from each of its participants/members prior to the first use of the Facilities pursuant to this Rental Agreement.

(g) Termination of Whonnock Lake Centre Booking: Renter will be provided a full refund should there be a facility closure or cancellation notice due to COVID-19. Refunds for cancellations initiated by Renter due to COVID-19 restrictions will be reviewed and processed by the City.

Payment

(a) to pay to the City all monies due and owing under this contract;

(b) to indemnify the City for all and any loss or damage to the Facility or any part thereof sustained to the Facility during the rental period to the extent that such loss or damage is attributable to the acts or omissions of the Renter;

(c) to pay to the City all expenses and cost incurred by the City for any structural alteration or procurement or provision of any equipment, materials or fixtures requested by the Renter for the Facility during the term of this contract.

Insurance/Liability

(d) prior to commencement of use of the Facility, by the Renter provide to the City a Policy of Insurance for comprehensive general liability insurance naming the City as the insured on terms satisfactory to the City, including:

(i) inclusive limits of Five Million Dollars (\$5,000,000) per occurrence or such higher limits as the City may deem necessary;

(ii) a cross liability clause;

(iii) School District #42 as an additional named insured;

(iv) contain a clause providing that the insurer will give the City thirty (30) days prior written notice in the event of cancellation or material change of the policy;

(e) to indemnify and save harmless the City and School District #42, their officers, employees, servants, agents, successors, and assigns from and against any and all claims whatsoever including all damages, liabilities, expenses, and costs including legal or other fees incurred in respect of any such claim, or any cause or proceedings brought thereon arising directly or indirectly from or in connection with the granting of this Rental and the use and occupation of the facility; except to the extent that such damages, liabilities, expenses, and costs are attributable to the negligence or willful misconduct of the City (which includes the City's officers, employees, servants, agents, successors and assigns);

(f) to determine to its own satisfaction whether or not higher limits are necessary for general liability insurance including what other, if any, insurance the Renter may require for example Property Insurance, Participants Insurance, Worker's compensation, etc.

Use of Facility

(g) to inspect the premises and equipment of the Facility before use and, should anything appear unsafe for its intended use, ensure that the premises and equipment are not used and an employee or agent of the Renter is immediately notified;

(h) to keep and maintain the Facility in a clean and sanitary condition at all times; this includes removal of all decorations, wipe down tables/chairs and put away in storage room, wipe down counters, clear out fridge and wipe up spills, remove garbage from floor and litter from outside grounds, garbage to be bagged and placed in dumpster at exterior back of the Facility, balloons should be deflated and placed in garbage (not release outside), use of confetti and sparklers is prohibited;

(i) to use the Facility only for the purpose set out in this rental agreement;

(j) to allow the agents and employees of the City to enter the Facility, inspect it and make such alterations, repairs or additions that may be necessary, in the opinion of the City, for the safety or preservation of the Facility;

(k) to abide by all applicable Federal, Provincial, Regional and Municipal legislation, by-laws, regulations, approval processes (City) and statutes including but not limited to smoking by-laws, fire safety regulations, noise by-laws (doors, windows and patio's to be closed at 10:00 pm), SOCAN regulations, food service (Food Safe Certificate), liquor service and consumption requirements (Liquor Licence), any form of gambling where there is a cash prize (Gaming Licence). Copies of applicable liquor and gaming licenses and permissions must be submitted to the City 14 days prior to the event taking place, with the exception of the auditorium at Whonnock Lake Centre which must be submitted 30 days prior. The appropriate Licences must be displayed in a conspicuous place on-site during the event; failure to comply with these regulations could mean termination of the contract, loss of fees/deposit paid and/or fines imposed;

(l) to obtain the prior written approval of the City before constructing, erecting or attaching or causing or permitting to be constructed, erected or attached any device, fixture of other thing or whatsoever nature to any part of the said Facility;

(m) not to assign this rental, in whole or in part to any other party without the prior written consent of the City which consent may be refused for any reason at the complete discretion of the City;

(n) no agents, servants, employees and invitees or others of the Renter are or shall be deemed to be agents or employees or in anyway related to or of the City;

(o) to agree that the Facility and any portion thereof remains at all times during the term of this contract under the supervision and control of the City and that such supervision and control may only be exercised through the servants or agents of the City, including the power to eject or refuse admittance to the Facility any person or persons who, in the

opinion of the City's employees or agents, is creating a disturbance or behaving in an objectionable or improper manner, or has been suspended or barred from the Facility by prior directive of the City;

Terms affecting the City

(p) In the event that the Facility or any part of it is damaged by any cause or if any other unforeseen event shall reasonably render the fulfillment of this agreement by the City impossible, then this agreement shall forthwith terminate. The parties also agree that the City may pre-empt and terminate this Agreement for a special event, scheduling or a specific purpose and where possible will attempt to provide reasonable notice to the Renter and / or an alternate facility within the City of Maple Ridge. In either case, the Renter shall only be obligated to pay only such amounts that may be payable up to the time of such termination, and the Renter hereby waives any claim for damages or compensation should this agreement be terminated by the City;

(q) that the City has the sole and exclusive right to operate all concessions in or on the said Facility and shall have the sole exclusive photography, radio, television and recording rights with respect to the use of the said Facility;

(r) that the City is not responsible for any equipment, displays and other goods and chattels of the Renter which are brought into the Facility during the term of this contract, including loss, damage or theft thereof.

Termination

(s) any termination of this Rental by the Renter must be in writing and delivered to the Facility Bookings office of the City at, 11925 Haney Place, Maple Ridge, BC V2X 6G2 attention Facility Booking Clerk. Cancellations must be made 14 days in advance of the event with the exception of arenas and the auditorium at Whonnock Lake Centre or else 50% of the rental fee will be charged. Cancellations that occur less than 48 hours in advance of any event will be charged 100% of the rental fee;

(t) Arenas: Arena cancellations must be made 1 month prior to the booking for a full refund. Cancellations within 1 month of the booking will not receive a refund unless the time can be sold to another eligible minor sport association. All efforts will be made to support cancellation refunds, however a number of stipulations may apply to prevent the resale of unwanted time. If the ice time cannot be resold the association that is releasing the ice would be responsible for the ice cost. This policy applies to all times booked through the City of Maple Ridge at Arenas located in Maple Ridge. Please contact Pitt Meadows Arena for information on their cancellation policy.

(u) Whonnock Lake Centre: If after the initial signing date of contract, you should cancel the rental agreement, City of Maple Ridge will retain the \$1000 security deposit. For cancellations or postponements made after full balance is paid and prior to the event date, City of Maple Ridge will retain the full total cost paid.

(v) upon the expiration or sooner termination of this Rental, the Renter must peacefully surrender and yield up to the City the Facility and appurtenances, furnishing, fixtures and equipment in good repair and condition in all respects and must pay to the City on demand the cost of repairing any damage to the Facility, appurtenances, furnishings, fixtures or equipment thereto for which the Renter is liable under this Agreement;

(w) to expeditiously and completely remove all equipment, displays and other goods and chattels of the Renter upon the expiration of this Rental, and failing such removal by the Renter the equipment, displays and other goods and chattels will be removed and stored (at the expense of the Renter) for 30 days by the City which will not be liable for any damage or loss of the said equipment, displays, goods or chattels during such removal or storage or both.

Release and Waiver of Liability

Date: 16 Mar 2022

Client Signature _____

Contract #: FA-5665

Questionnaire(s)

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