

Facility Rental Agreement

Contract

Contract #	FA-4887	Contract Name	BC Christian Soccer League - Spring & Summer 2023
Date	14 Feb 2023	Status	Firmed

Customer Information

Name	Tom Kobelt	Account	BC Christian Soccer League - Non-Profit
Phone #	(604) 530-7318	Email	tom@kdi.ca
Address	19651 21 Ave, Langley, British Columbia, V2Z 1Y8		

Facility Rental Summary

Repeat	Location	Facility	Date Range	Day	Start	End	# Sess.
Weekly	Yorkson Community Park	Synthetic Turf Field - N1	03 Apr 2023 - 23 Jun 2023	Mon, Fri	9:00 PM	11:00 PM	22

Exclusions, Additions and Modifications

Type	Location	Facility	Date	Day	Start	End
Exclusion	Yorkson Community Park	Synthetic Turf Field - N1	07 Apr 2023	Fri	9:00 PM	11:00 PM
Exclusion	Yorkson Community Park	Synthetic Turf Field - N1	19 May 2023	Fri	9:00 PM	11:00 PM

Facility Bookings

Location	Facility	Start Date	End Date	Day	Time	Fee(s)	Subtotal
Yorkson Community Park	Synthetic Turf Field - N1	03 Apr 2023	03 Apr 2023	Monday	9:00 PM - 11:00 PM	\$126.80 (Parks - Adult/Non-Profit/Prime 2022/2023)	\$126.80
Yorkson Community Park	Synthetic Turf Field - N1	10 Apr 2023	10 Apr 2023	Monday	9:00 PM - 11:00 PM	\$126.80 (Parks - Adult/Non-Profit/Prime 2022/2023)	\$126.80
Yorkson Community Park	Synthetic Turf Field - N1	14 Apr 2023	14 Apr 2023	Friday	9:00 PM - 11:00 PM	\$126.80 (Parks - Adult/Non-Profit/Prime 2022/2023)	\$126.80
Yorkson Community Park	Synthetic Turf Field - N1	17 Apr 2023	17 Apr 2023	Monday	9:00 PM - 11:00 PM	\$126.80 (Parks - Adult/Non-Profit/Prime 2022/2023)	\$126.80

Yorkson Community Park	Synthetic Turf Field - N1	21 Apr 2023	21 Apr 2023	Friday	9:00 PM - 11:00 PM	\$126.80 (Parks - Adult/Non-Profit/Prime 2022/2023)	\$126.80
Yorkson Community Park	Synthetic Turf Field - N1	24 Apr 2023	24 Apr 2023	Monday	9:00 PM - 11:00 PM	\$126.80 (Parks - Adult/Non-Profit/Prime 2022/2023)	\$126.80
Yorkson Community Park	Synthetic Turf Field - N1	28 Apr 2023	28 Apr 2023	Friday	9:00 PM - 11:00 PM	\$126.80 (Parks - Adult/Non-Profit/Prime 2022/2023)	\$126.80
Yorkson Community Park	Synthetic Turf Field - N1	01 May 2023	01 May 2023	Monday	9:00 PM - 11:00 PM	\$126.80 (Parks - Adult/Non-Profit/Prime 2022/2023)	\$126.80
Yorkson Community Park	Synthetic Turf Field - N1	05 May 2023	05 May 2023	Friday	9:00 PM - 11:00 PM	\$126.80 (Parks - Adult/Non-Profit/Prime 2022/2023)	\$126.80
Yorkson Community Park	Synthetic Turf Field - N1	08 May 2023	08 May 2023	Monday	9:00 PM - 11:00 PM	\$126.80 (Parks - Adult/Non-Profit/Prime 2022/2023)	\$126.80
Yorkson Community Park	Synthetic Turf Field - N1	12 May 2023	12 May 2023	Friday	9:00 PM - 11:00 PM	\$126.80 (Parks - Adult/Non-Profit/Prime 2022/2023)	\$126.80
Yorkson Community Park	Synthetic Turf Field - N1	15 May 2023	15 May 2023	Monday	9:00 PM - 11:00 PM	\$126.80 (Parks - Adult/Non-Profit/Prime 2022/2023)	\$126.80
Yorkson Community Park	Synthetic Turf Field - N1	22 May 2023	22 May 2023	Monday	9:00 PM - 11:00 PM	\$126.80 (Parks - Adult/Non-Profit/Prime 2022/2023)	\$126.80
Yorkson Community Park	Synthetic Turf Field - N1	26 May 2023	26 May 2023	Friday	9:00 PM - 11:00 PM	\$126.80 (Parks - Adult/Non-Profit/Prime 2022/2023)	\$126.80
Yorkson Community Park	Synthetic Turf Field - N1	29 May 2023	29 May 2023	Monday	9:00 PM - 11:00 PM	\$126.80 (Parks - Adult/Non-Profit/Prime 2022/2023)	\$126.80
Yorkson Community Park	Synthetic Turf Field - N1	02 Jun 2023	02 Jun 2023	Friday	9:00 PM - 11:00 PM	\$126.80 (Parks - Adult/Non-Profit/Prime 2022/2023)	\$126.80
Yorkson Community Park	Synthetic Turf Field - N1	05 Jun 2023	05 Jun 2023	Monday	9:00 PM - 11:00 PM	\$126.80 (Parks - Adult/Non-Profit/Prime 2022/2023)	\$126.80
Yorkson Community Park	Synthetic Turf Field - N1	09 Jun 2023	09 Jun 2023	Friday	9:00 PM - 11:00 PM	\$126.80 (Parks - Adult/Non-Profit/Prime 2022/2023)	\$126.80

Yorkson Community Park	Synthetic Turf Field - N1	12 Jun 2023	12 Jun 2023	Monday	9:00 PM - 11:00 PM	\$126.80	\$126.80
						(Parks - Adult/Non-Profit/Prime 2022/2023)	
Yorkson Community Park	Synthetic Turf Field - N1	16 Jun 2023	16 Jun 2023	Friday	9:00 PM - 11:00 PM	\$126.80	\$126.80
						(Parks - Adult/Non-Profit/Prime 2022/2023)	
Yorkson Community Park	Synthetic Turf Field - N1	19 Jun 2023	19 Jun 2023	Monday	9:00 PM - 11:00 PM	\$126.80	\$126.80
						(Parks - Adult/Non-Profit/Prime 2022/2023)	
Yorkson Community Park	Synthetic Turf Field - N1	23 Jun 2023	23 Jun 2023	Friday	9:00 PM - 11:00 PM	\$126.80	\$126.80
						(Parks - Adult/Non-Profit/Prime 2022/2023)	

Booking Extra Fees

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

Extra Fees Details

Contract

Payment Schedule

Due Date	Invoice Number	Amount
01 Apr 2023	430925	\$931.98
01 May 2023	430926	\$1,065.12
01 Jun 2023	430927	\$931.98

The undersigned promises to pay the above payment schedule, via the payment method requested, until paid in full.

Contract Total

Rental Fee	Rental Tax	Extra Fees	Extra Tax	Discount	Total
\$2,789.60	\$139.48	\$0.00	\$0.00	\$0.00	\$2,929.08

Terms and Conditions

By signing the Facility Rental Contract and renting a parks facility (the "Facility") owned or operated by Township of Langley ("Township"), you are agreeing to these terms and conditions. Please read them fully and carefully.

1. Terms and Conditions Form Part of Contract. These terms and conditions apply and form part of the Facility Rental Contract entered into between the person, persons, or Association who are named on the Facility Rental Contract ("Licensee") and the Township with respect to the rental of the Township owned or operated Facility, or portion thereof, indicated on the Facility Rental Contract ("Rented Facility") on the date or dates ("Rental Date") and during the time or times ("Rental Period") indicated on the Facility Rental Contract. To the extent of any inconsistencies between the Facility Rental Contract and these terms and conditions, the Facility Rental Contract will prevail.
2. Compliance. The Licensee and the Licensee's officers, directors, employees, servants, agents, contractors, volunteers and guests must abide by all terms and conditions in the Facility Rental Contract. The Licensee must comply, and must ensure that all persons using the Rented Facility comply, with all applicable laws, bylaws, rules, policies, requirements, health guidelines, safe operation guidance and protocols, best health and safety practices, as well as all directions from Township staff.
3. Payment. Unless otherwise expressly indicated in the Facility Rental Contract, the Licensee must pay all applicable fees, as

determined by the Township, in its sole discretion (the "Fee"), to the Township at least two weeks prior to the first Rental Date. If another due date is set out in the Facility Rental Contract, the Licensee must pay the Fee to the Township by the indicated due date. If payment of the Fee is not received by the due date, the Township may cancel the Licensee's rental of the Rental Facility.

4. Cancellation or Amendment by the Township. The Township reserves the right and privilege to, at its sole discretion, amend or cancel the Facility Rental Contract at any time, before or after a Facility Rental Contract has been completed, and for any reason, including but not limited to, a misrepresentation by the Licensee, or if such rental could lead to a protest or similar civil disruption resulting in safety or security concerns for attendees or Township staff, or potential damage to Township or other property. If the Facility Rental Contract is cancelled by the Township, through no fault of the Licensee, the Licensee will receive a full refund of any Fees paid, but the Licensee will have no other recourse or claim against the Township arising from the Facility Rental Contract or the cancellation thereof.

5. Cancellation or Amendment by the Licensee. The Licensee may cancel or amend the Facility Rental Contract at any time by providing written notice to the Township. If the Township receives written notice of cancellation or amendment from the Licensee at least 14 days prior to the Rental Date, the Licensee will receive a full credit or refund of any amounts paid to the Township. No refund will be issued to the Licensee if no written notice of cancellation or amendment is received or if written notice of cancellation or amendment is received by the Township less than fourteen (14) days prior to the first Rental Date.

6. Damage. The Licensee is responsible and liable for all damage, whether accidental or deliberate, incurred to the Facility or to the Township's equipment or other property arising in any way out of or connected with the Licensee's rental of the Rented Facility. At the Township's sole discretion, the Township may issue an invoice (the "Invoice") to the Licensee for additional costs incurred by the Township arising in any way out of or connected with the Licensee's rental of the Rented Facility, including but not limited to, the cost of: the repair or replacement cost incurred by the Township for such property damage, any additional maintenance required to handle insufficient cleaning or debris left in the Facility, repair or replacement for any damage to the Facility or equipment, excessive noise or false alarms, or additional usage of the Facility where the rental exceeds the approved Rental Period. Invoice terms will be net 30 days and will include a 15% administration fee. If full payment of the Invoice is not received by the due date, the Township may restrict further rentals to the Licensee until such time as the Invoice is paid.

7. Liability. The Township is not responsible for lost or stolen items or property. The Township is not responsible for any death, injury, loss or damage to any person or property arising in any way out of or connected with the Licensee's rental of the Rented Facility.

8. Indemnity. The Licensee must indemnify and hold harmless the Township and its elected and appointed officials, officers, employees, agents and volunteers from any and all loss, liability, actions, claims, demands, proceedings, suits, damage or expense of any kind or nature (including but not limiting the generality of the foregoing, in respect of death, injury, loss or damage to any person or property) arising in any way out of or connected with the Licensee's rental of the Facility.

9. Insurance. Unless otherwise expressly indicated in the Facility Rental Contract, the Licensee must provide and maintain commercial general liability insurance in the amount of at least three-million dollars (\$3,000,000), or, in the event that Alcohol service/sales are approved through a valid Park Permit, the amount of at least five-million dollars (\$5,000,000). Such insurance must list additional insureds as "The Corporation of the Township of Langley and its elected and appointed officials, officers, employees, agents and volunteers", cover the entire term of the rental, and include the address of the Rented Facility as a location covered under the insurance. The Licensee must provide proof of insurance to the Township at least fourteen (14) days prior to the first Rental Date.

10. Alcohol. The consumption, service and/or sale of alcohol is not permitted in the Township's Facilities, including in all Township parks, except under and in accordance with a valid liquor license and a valid Township of Langley Park Permit. The Licensee is solely responsible for obtaining a liquor license and ensuring that all liquor licensing requirements are met, including RCMP approval. The Licensee must not permit or allow alcohol to be consumed, served or sold unless all liquor licensing requirements are met. The Licensee must provide a copy of all applicable liquor licenses to the Township at least fourteen (14) days prior to the Rental Date and must post the liquor licenses in a visible area where the alcohol is being served during the entire Rental Period.

11. Business License. The sale of products, services or merchandise is not permitted except in accordance with a valid business license and through a valid Township of Langley Park Permit. The Licensee must provide a copy of the business license to the Township at least a week prior to the Rental Date.

12. Inspection. Before making any use of the Rented Facility, the Licensee must inspect, or arrange for the inspection of, the Rented Facility, to determine whether it is suitable, fit and safe, for the Licensee's intended use. If the Rented Facility is a sports field, which includes ball outfields, the Licensee must also inspect, or cause sports field users to inspect, the Rented Facility prior to the beginning of each scheduled practice or game to ensure the sports field is suitable, fit and safe, for the Licensee's intended use. If the Rented Facility includes a ball infield, the Licensee must inspect, or cause ball field users to inspect, the ball infield at the beginning of each inning to ensure the infield is suitable, fit and safe, or the Licensee's intended use. The Township is not responsible for ensuring that the Rented Facility is suitable, fit and safe for the Licensee's intended use.

13. Conduct. While at the Facility, the Licensee and all of its officers, directors, employees, servants, agents, contractors, volunteers and guests must behave in a safe and appropriate manner and treat all Facility users with respect, courtesy, fairness and equality. Everyone at our facilities has the right to be treated with respect, courtesy, fairness, and equality; feel safe in an accessible and welcoming environment; and be free from harassment, discrimination, physical or verbal abuse, and toxicity in relationships. Everyone at our facilities has a role in treating each other with respect, courtesy, fairness and equality, respecting everyone regardless of diversity or ability, and in using the facility and equipment in a safe and respectful way.

14. Adult Supervision. The Licensee, or the Licensee's authorized agent if the Licensee is not an individual, must be 19 years of age or older and must remain in attendance at Rented Facility on the Rental Date and for the duration of the Rental Period. The Licensee must ensure reasonable adult supervision is provided at all times during the Rental Period.

15. Emergencies. The Licensee must report emergencies, accidents, or spills to the Township immediately.

16. Noise. The Licensee must not make or allow loud noise, including but not limited to the playing of loud music, during the Rental Period if it will conflict with other uses of the Facility, or otherwise disturb others.

17. Politics & Religion. Event bookings with a political or religious nature must be held as a private function only. No handout, flyers or posters advertising the event, organization or its members may be distributed or posted at the Facility. The Licensee must not "recruit", or permit others to "recruit", in public areas of the Facility.

18. Smoking Prohibited. Smoking is not permitted anywhere on property owned or operated by the Township, including at the Facility.

19. Photography. Except as may otherwise be agreed in writing between the Township and the Licensee, the Township has exclusive rights to photography, radio, television, and recordings with respect to the use of the Facility.

20. Decorations and Signage. The Licensee must not, and must not allow any person to, construct, erect, or attach any fixture or service whatsoever to any part of the Facility without the prior written consent of the Township and through a valid Township of Langley Park Permit. Signage or advertisements cannot be placed inside or outside of the Facility. The throwing of rice, confetti,

or any other object, inside or outside of the Facility, is not permitted. Nails, tape, pins, glue, wax, powder or sand cannot be applied to the walls, floors, windows, or ceilings of the Facility. The use of candles is not permitted at the Facility.

21. Clean-up. The Licensee must ensure the Rented Facility, including fields and surrounding areas (as applicable), is left in a neat and clean condition, including but not limited to the removal of all personal equipment and personal belongings from the Rented Facility, the proper disposal of all garbage and recycling from the Rented Facility, and if applicable, the closing and locking of all Rented Facility doors and windows. Failure to do an adequate clean-up will result in charges to the Licensee for this service, in an amount determined by the Township, in its sole discretion and in the manner as outlined in Clause 6 of these Terms and Conditions.

22. Non Transferable. The Facility Rental Contract is not transferable.

23. No Assignment or Admission Fee. The Licensee must not assign, sublet, or apportion the whole or any part of the Facility and must not charge fees, for admission or otherwise, without the prior written consent of the Township through a valid Township of Langley Park Permit.

24. Concessions. The Township retains the sole and exclusive right to operate or sublet all concessions in or at the Facility.

25. Display Rental Not Included. Unless otherwise expressly indicated in the Facility Rental Contract, the use and access to video display systems, scoreboards, and timers at the Facilities, including but not limited to the video display board at McLeod Athletic Park, are not included in the Facility Rental Contract or the Fee. An additional fee, in an amount determined by the Township in its sole discretion, and/or agreement with a third party operator and/or service provider may be required in order to use such items.

26. Closed Fields. The Licensee must not play, or allow any other person to play, on a field that is officially closed. Any Licensee found to have played, or to have allowed play, on a field that is officially closed may forfeit the right to use the Facilities for the remainder of the season, at the Township's sole discretion. For updated field closures and conditions please go to www.tol.ca.

27. Binding Effect. By signing the Facility Rental Contract, the Licensee represents and declares that the Licensee has had the opportunity to read these terms and conditions and has obtained, or has had the opportunity to obtain, legal advice concerning the content and legal effect of these terms and conditions and that the Licensee is legally competent to enter into the Facility Rental Contract.

28. Law and Jurisdiction. The Facility Rental Contract is governed by and construed solely in accordance with the laws of British Columbia. Any disputes arising out of or in connection with the Facility Rental Contract must be submitted to and are subject to the exclusive jurisdiction of the courts of British Columbia.

29. Communicable Disease Plan (CDP). The Licensee declares that their organization has an established CDP for their operation and activities and is prepared to implement additional prevention measures as required by the provincial health officer or a medical health officer to deal with communicable diseases.

Additional Conditions of Use

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REFUNDS: Cash payments, cash refunds are same day only. Cash refund requests past same day will be reimbursed by cheque. All other payment refunds will be refunded to original payment type.

Any personal information collected on this form will be managed in accordance with the Freedom of Information and Protection of Privacy Act. Direct enquiries, questions, or concerns regarding the collection, use, disclosure, or safeguarding of personal information associated with this form to: Supervisor, Information, Privacy, and Records Management, Township of Langley, 20338 – 65 Avenue, Langley, BC V2Y 3J1 foi@tol.ca 604.532.7396.

Aldergrove Credit Union Community Centre	604.857.4299	Parks Operations	604.532.7350
Civic Facility	604.533.6086	W.C. Blair Recreation Centre	604.533.6170
George Preston Recreation Centre	604.530.1323	Walnut Grove Community Centre	604.882.0408
Langley Centennial Museum	604.532.3536		

Date: 16-Feb-2023

Client Signature

Click to Sign

For Contract #: FA-4887