

Facility Rental Agreement

Printed/Amended date: 01 May 2025

Rental bookings are not confirmed until we receive a copy of this Facility Rental Agreement signed by the Licensee and accompanied by the initial rental fee payment and damage deposit, if any.

Please review all dates booked and note any exclusions due to school use or special events

Contract Title

FA-17701 Spring/Summer 2025 Ultimate - Youth @ Churchill (S. & Oval Fields)

Contract #: FA-17701
Date: 13 Dec 2024
Prepared by: Janis Greene
Status: Firmed

Client Information

Name: Tristan Brown (Field)
Phone #: 604-290-3418
Address: Box 20093, Fairview PO, Vancouver, British Columbia, V5Z 0C1
Account: Vancouver Ultimate League (Field)
Email: tristan.brown@vul.bc.ca

Facility Rental Summary

Repeat	Facility	Day	Start	End	Date Range	# Sess.	Event ID
Weekly	Churchill South Irrigated Grass Field	Tue, Thu, Sat	04:00 PM	06:00 PM	01 Jul 2025 - 16 Aug 2025	21	00102599
Weekly	Churchill Irrigated Oval Field	Tue, Thu, Sat	04:00 PM	06:00 PM	01 Jul 2025 - 16 Aug 2025	21	00102600

Exclusions, Additions & Modifications

Type	Location	Facility	Day	Start	End	Date
-	-	-	-	-	-	-

Facility

Location	Facility	Date	Day	Time	Subtotal
Churchill Secondary	Churchill Irrigated Oval Field	01 Jul 2025	Tuesday	04:00 PM - 06:00 PM	\$13.26
Churchill Secondary	Churchill South Irrigated Grass Field	01 Jul 2025	Tuesday	04:00 PM - 06:00 PM	\$13.26
Churchill Secondary	Churchill Irrigated Oval Field	03 Jul 2025	Thursday	04:00 PM - 06:00 PM	\$13.26
Churchill Secondary	Churchill South Irrigated Grass Field	03 Jul 2025	Thursday	04:00 PM - 06:00 PM	\$13.26
Churchill Secondary	Churchill Irrigated Oval Field	05 Jul 2025	Saturday	04:00 PM - 06:00 PM	\$13.26

Churchill Secondary	Churchill South Irrigated Grass Field	05 Jul 2025	Saturday	04:00 PM - 06:00 PM	\$13.26
Churchill Secondary	Churchill Irrigated Oval Field	08 Jul 2025	Tuesday	04:00 PM - 06:00 PM	\$13.26
Churchill Secondary	Churchill South Irrigated Grass Field	08 Jul 2025	Tuesday	04:00 PM - 06:00 PM	\$13.26
Churchill Secondary	Churchill Irrigated Oval Field	10 Jul 2025	Thursday	04:00 PM - 06:00 PM	\$13.26
Churchill Secondary	Churchill South Irrigated Grass Field	10 Jul 2025	Thursday	04:00 PM - 06:00 PM	\$13.26
Churchill Secondary	Churchill Irrigated Oval Field	12 Jul 2025	Saturday	04:00 PM - 06:00 PM	\$13.26
Churchill Secondary	Churchill South Irrigated Grass Field	12 Jul 2025	Saturday	04:00 PM - 06:00 PM	\$13.26
Churchill Secondary	Churchill Irrigated Oval Field	15 Jul 2025	Tuesday	04:00 PM - 06:00 PM	\$13.26
Churchill Secondary	Churchill South Irrigated Grass Field	15 Jul 2025	Tuesday	04:00 PM - 06:00 PM	\$13.26
Churchill Secondary	Churchill Irrigated Oval Field	17 Jul 2025	Thursday	04:00 PM - 06:00 PM	\$13.26
Churchill Secondary	Churchill South Irrigated Grass Field	17 Jul 2025	Thursday	04:00 PM - 06:00 PM	\$13.26
Churchill Secondary	Churchill Irrigated Oval Field	19 Jul 2025	Saturday	04:00 PM - 06:00 PM	\$13.26
Churchill Secondary	Churchill South Irrigated Grass Field	19 Jul 2025	Saturday	04:00 PM - 06:00 PM	\$13.26
Churchill Secondary	Churchill Irrigated Oval Field	22 Jul 2025	Tuesday	04:00 PM - 06:00 PM	\$13.26
Churchill Secondary	Churchill South Irrigated Grass Field	22 Jul 2025	Tuesday	04:00 PM - 06:00 PM	\$13.26
Churchill Secondary	Churchill Irrigated Oval Field	24 Jul 2025	Thursday	04:00 PM - 06:00 PM	\$13.26
Churchill Secondary	Churchill South Irrigated Grass Field	24 Jul 2025	Thursday	04:00 PM - 06:00 PM	\$13.26
Churchill Secondary	Churchill Irrigated Oval Field	26 Jul 2025	Saturday	04:00 PM - 06:00 PM	\$13.26
Churchill Secondary	Churchill South Irrigated Grass Field	26 Jul 2025	Saturday	04:00 PM - 06:00 PM	\$13.26
Churchill Secondary	Churchill Irrigated Oval Field	29 Jul 2025	Tuesday	04:00 PM - 06:00 PM	\$13.26
Churchill Secondary	Churchill South Irrigated Grass Field	29 Jul 2025	Tuesday	04:00 PM - 06:00 PM	\$13.26
Churchill Secondary	Churchill Irrigated Oval Field	31 Jul 2025	Thursday	04:00 PM - 06:00 PM	\$13.26
Churchill Secondary	Churchill South Irrigated Grass Field	31 Jul 2025	Thursday	04:00 PM - 06:00 PM	\$13.26
Churchill Secondary	Churchill Irrigated Oval Field	02 Aug 2025	Saturday	04:00 PM - 06:00 PM	\$13.26
Churchill Secondary	Churchill South Irrigated Grass Field	02 Aug 2025	Saturday	04:00 PM - 06:00 PM	\$13.26
Churchill Secondary	Churchill Irrigated Oval Field	05 Aug 2025	Tuesday	04:00 PM - 06:00 PM	\$13.26
Churchill Secondary	Churchill South Irrigated Grass Field	05 Aug 2025	Tuesday	04:00 PM - 06:00 PM	\$13.26
Churchill Secondary	Churchill Irrigated Oval Field	07 Aug 2025	Thursday	04:00 PM - 06:00 PM	\$13.26
Churchill Secondary	Churchill South Irrigated Grass Field	07 Aug 2025	Thursday	04:00 PM - 06:00 PM	\$13.26
Churchill Secondary	Churchill Irrigated Oval Field	09 Aug 2025	Saturday	04:00 PM - 06:00 PM	\$13.26

Churchill Secondary	Churchill South Irrigated Grass Field	09 Aug 2025	Saturday	04:00 PM - 06:00 PM	\$13.26
Churchill Secondary	Churchill Irrigated Oval Field	12 Aug 2025	Tuesday	04:00 PM - 06:00 PM	\$13.26
Churchill Secondary	Churchill South Irrigated Grass Field	12 Aug 2025	Tuesday	04:00 PM - 06:00 PM	\$13.26
Churchill Secondary	Churchill Irrigated Oval Field	14 Aug 2025	Thursday	04:00 PM - 06:00 PM	\$13.26
Churchill Secondary	Churchill South Irrigated Grass Field	14 Aug 2025	Thursday	04:00 PM - 06:00 PM	\$13.26
Churchill Secondary	Churchill Irrigated Oval Field	16 Aug 2025	Saturday	04:00 PM - 06:00 PM	\$13.26
Churchill Secondary	Churchill South Irrigated Grass Field	16 Aug 2025	Saturday	04:00 PM - 06:00 PM	\$13.26

Facility Fees

Name	Subtotal	Tax	Total Price	# of Booking(s)
Churchill Irrigated Oval Field	\$278.46	\$13.86	\$292.32	21
Churchill South Irrigated Grass Field	\$278.46	\$13.86	\$292.32	21

Extra Fees

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

Extra Fees Details

Extras per Contract

Name	#	Unit Price	Subtotal	Tax	Total Price
Administration Fee	1	\$25.00 / item	\$25.00	\$1.25	\$26.25

Invoice

GST#R107962359

Due Date	Amount	Paid	Remaining Balance
01 May 2025	\$610.89	\$610.89	\$0.00

Contract Total

Rental Fee	Rental Tax	Extra Fees	Extra Tax	Total with Tax
\$556.92	\$27.72	\$25.00	\$1.25	\$610.89

Field closed to most sports from June 15 to September Labour Day, and then from December 15 to January 31 each year due to maintenance.

Field Closures:

Poor weather conditions may result in field closure. Rental groups have the responsibility to check field closure information by calling the number 604-713-6000 ext 2666. Refunds are not issued for field closures. Groups found using fields which are closed will be responsible for damage and may have their rental contracts cancelled. Groups who find any unsafe conditions at VSB fields are requested to please call (604) 713-5660 (VSB Field Maintenance).

Facility Use Agreement Conditions of Use

Agreement

1. This Rental Agreement ("Agreement") is between the Board of Education of School District No 39 (Vancouver) ("Board") and the person or organization listed as the "Facility User" on the first page of this Agreement.
2. The Board and the Facility User acknowledge that this Agreement is made in consideration of the mutual covenants and promises set out below, and is for the rental of the Board lands, facilities and equipment set out in this Agreement (the "Lands and Facilities").
3. The Facility User agrees to pay the fees as set out in this Agreement. The Facility Users acknowledges and agrees that Fees shall be subject to adjustment in accordance with the terms of this Agreement or as otherwise modified by the Board.
4. Subject to the terms of this Agreement, the Facility User shall be entitled to priority use of the Lands and Facilities at the times set out above and at such other times as the Board and the Facility User may agree (each a "Booking").

Restrictions/Behaviour

5. The Facility User agrees to comply with the following terms of conditions ("Conditions") relating to the use of the Lands and Facilities:
 - a. The playing of golf or the driving of golf balls is not allowed on school grounds.
 - b. Climbing on goal posts or backstops is not permitted.
 - c. If the Facility User is provided a key to access gates/goals, the gates/goals must be secured, and the key returned at the end of the Rental Agreement.
 - d. Smoking, using tobacco, or holding lighted tobacco or the consumption of alcohol in or on the Lands and Facilities is prohibited.
 - e. The Facility User must at all times provide reasonable supervision of its employees, officers, directors, volunteers ("Personnel") and other persons (including its program participants and spectators) to whom it grants or permits access to the Lands and Facilities (each a "Participant").
 - f. The use of the Lands and Facilities by Personnel and Participants must comply with applicable laws.
 - g. Following completion of each Booking, the Facility User is responsible to leave the Lands and Facilities in a condition that is at least the same as the condition in which they were provided to it for its use, including by removing or placing in provided receptacles any garbage or refuse brought onto the Lands and Facilities by Personnel or Participants.
 - h. The use of the Lands and Facilities must not result in property damage or unreasonably interfere with the ability of adjacent or neighboring property owners or occupiers to the enjoyment of their own homes or property (the "Neighbours"), including when due to vandalism, excessive noise, garbage, or abusive or threatening or unsafe behavior.

Communicable Disease Prevention Plan

6. Organizers of rentals are required to:
 - a. Follow normal practices for community use of schools.
 - b. Ensure participants know and follow the District's and school's Communicable Disease Prevention Plan including staying home if sick, hand hygiene, etc.
 - c. Ensure proper hand hygiene before and after play outside.

Damage to Lands and Facilities

7. If the Facility User's use of the Lands and Facilities or the acts or omissions of its Personnel or Participants results in any damage to the Lands and Facilities or requires any clean up by the Board, the Facility User will be responsible for reimbursing the Board for any costs incurred by it to repair, remediate or clean the Lands and Facilities.

Cancellation and Changes

8. The Board reserves the right to cancel a Booking for special events, such as tournaments, in the event of inclement weather or in the event the Lands and Facilities are needed for Board events or activities. The Board will refund to the Facility User any fees collected in respect of such cancelled Bookings.
 - a. The Board may terminate this Agreement or suspend the use of the Lands or Facilities at any time by written

notice to the Facility User in the following circumstances:

1. The Facility User fails to comply with the Conditions or Special Conditions.
2. The Board has received complaints from Neighbours regarding the conduct of the Facility User or its Personnel or Participants.
3. The Personnel or Participants are consuming alcohol or recreational drugs on the Lands and Facilities or using the Lands and Facilities in breach of applicable laws.
4. The Board determines, in its sole discretion, that the Facility User has caused excessive damage to the Lands and Equipment.

No refunds will be payable to the Facility User in the event of a cancellation in any of the above circumstances.

b. The Facility User understands and agrees that once finalized, each and every change or modification or cancellation of this agreement, initiated by the Facility User, shall result in a \$25 + GST processing fee. Please note that cancellations and amendments require forty-eight (48) hours' written notice in advance of the rental, or the full cost of the rental will apply.

Hygiene

9. All groups must be aware that no toilet facilities are available on school property and portable toilets are not allowed to be installed without permission from the Board.

Insurance and Liability

10. The Facility User acknowledges and agrees that there is no warranty expressed or implied on the part of the Board as to the suitability or condition of the Lands and Facilities, and the Facility User's acceptance and use of the Lands and Facilities is at its own risk.

11. The Facility User acknowledges and agrees that it is responsible for and voluntarily assumes any loss or injury arising from the use of the Lands and Facilities by its Personnel and Participants, including the risk to Personnel or Participants of personal injury, illness (including COVID-19 infection), death, property damage, loss or theft and other risks or loss whether known or unknown (the "Risks").

12. The Facility User acknowledges and agrees that it is solely responsible to obtain and maintain any insurance coverages that it considers necessary or prudent concerning the Risks, and that the Board does not hold or maintain insurance coverage on behalf of the Facility User.

13. The Facility User agrees to indemnify and hold harmless the Board, and its board members, officers, directors, employees, contractors and representatives ("Board Personnel") of and from any and all loss, liability, claims or expenses arising out of the use and/or occupation of the Lands and Facilities by the Facility User or its Personnel or Participants and from the acts and omissions of the Facility User, its Personnel or Participants, except to the extent that such loss, liability, claims or expenses arise from the independent negligence of the Board.

Termination and Reimbursement.

14. In addition to the rights of termination set out above, the Facility User understands and agrees that this Agreement may be revoked or cancelled by the Board at any time, with or without cause, and, in such event, the Facility User shall have no claim or right to damages, or reimbursement on account of any loss, damage or expense whatsoever.

15. The Facility User understands and agrees that if they should cause any damage to Board property during their use of the Lands and Facilities, that they will be held liable, and if payment for said damages is not made after reasonable notice is provided by the Board, this Agreement may be revoked or cancelled by the Board, and the Facility User will lose their priority to book the Lands and Facilities until restitution is made.

16. The Facility User understands and agrees that the rental and custodial charges set out in this Agreement, if any, are based on the expected use of the Lands and Facilities by the Facility User. If the nature of the use, or the duration of the use of the Lands and Facilities by the Facility User is different than originally anticipated, the Board reserves the right to increase the Fees upon reasonable notice. Similarly, if the extent of actual clean-up required as a result of the Facility User's use of the Lands and Facilities is greater than what was originally anticipated, the Board reserves the right to increase the custodial charges accordingly. If payment for the increase in custodial charges is not made in a timely fashion, this Agreement may be revoked or cancelled by the Board on written notice to the Facility User, and the Facility User will lose their priority to book the Land and Facilities until restitution is made.

General

17. Any notices provided under this Agreement will be effective if given in writing by hand, by postal mail or by electronic mail communication at the addresses set out above. Notices shall be effective upon the date on which they are received or, if sent by postal mail, within three business days of posting.

18. This Agreement constitutes the entire agreement between the parties concerning the subject matter set out above, and supersedes all prior agreements, understandings, or representations, whether oral or written, concerning the same subject matter.

The undersigned has read and on behalf of the Facility User agrees to be bound by this Agreement, and hereby warrants and represents that he/she executes this contract on behalf of the Facility User and has sufficient power, authority, and capacity to bind the Facility User with his/her signature.

Release and Waiver of Liability

All licenses for the use of school premises are granted subject to the following conditions:

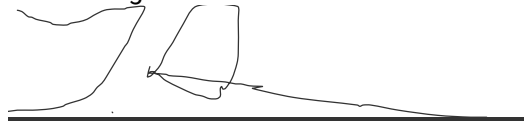
- 1) The Licensee agrees there is no warranty expressed or implied on the part of the Board as to the suitability or conditions of the school premises hereby demised; to accept the said premises at his own risk.
- 2) The Licensee agrees to covenant to indemnify and hold harmless The Board of Education of School District No. 39 (Vancouver) and any of its officers, employees, servants, agents, and contractors from any and all loss, liability, claims or expenses arising out of the use and/or occupation of the property belonging to the VBE by the user group and any of its officers, employees, servants, agents, contractors, and volunteers, except to the extent that such loss arises from the independent negligence of the School District.
- 3) The Licensee understands and agrees that this Contract may be revoked or cancelled by the Board at any time, with or without cause, and, in such event, the Licensee shall have no claim or right to damages, or reimbursement on account of any loss, damage or expense whatsoever.
- 4) The Licensee understands and agrees, that once finalized, each and every change or modification or cancellation of this agreement, initiated by the Licensee, shall result in a \$25 + GST processing fee. Please note that cancellations and amendments require forty-eight (48) hours written notice in advance of the rental, or the full cost of the rental will apply.
- 5) The Licensee understands and agrees that if they should cause any damage to Board property during their use of Board facilities, that they will be held liable, and if payment for said damages is not made after reasonable notice and a reasonable opportunity to cure, this contract shall be revoked or cancelled by the Board, and the Licensee will lose their priority to book said time and space in the future until restitution is made.
- 6) The Licensee understands and agrees that rental and custodial charges, if any, are based on the expected use of Board facilities, and if the nature of the use, or the duration of the use, is different than originally anticipated, the Board reserves the right to increase the rental and/or custodial charges upon reasonable notice. Similarly, if the extent of actual clean-up required is greater than what was originally anticipated, the Board reserves the right to increase the custodial charges accordingly. If payment for the increase in custodial charges is not made in a timely fashion, this contract shall be revoked or cancelled by the Board, and the lessee will lose their priority to book said time and space in the future until restitution is made.

LICENSEE:

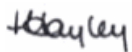
Date: 01 May 2025

Client Signature

Click to Sign



LICENSOR:



Tara Hamer-Hayley
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rentals@vsb.bc.ca