



Gorge Soccer Association

PO Box 44207 Gorge Plaza
Victoria, BC, V9A 7K1

president@gorgesoccer.ca

www.gorgesoccer.ca

GORGE SOCCER ASSOCIATION

Turf Field Rental Agreement

THIS FACILITY RENTAL AND USE AGREEMENT (the “Agreement”) is made and entered into between the Gorge Soccer Association (Gorge) (the “OWNER”), and the applicant person/organization listed below (hereinafter, the “USER”).

OWNER INFORMATION:

Organization’s Name:	Gorge Soccer Association	Contact Name:	
Mailing Address:	PO Box 44207 Gorge Plaza Victoria, BC, V9A 7K1	Phone Number:	(250)383-9434
E-mail:	gorgesoccer@gmail.com	Fax Number:	

USER INFORMATION:

Organization’s Name:		Contact Name:	
Mailing Address:		Phone Number:	
E-mail:		Fax Number:	

1) **Use of the Property** The Owner shall rent to the User, and the User agrees to rent from the OWNER, upon the conditions and agreements set forth herein, the facility known as “Hampton Kulai Turf Field”, an outdoor artificial turf field located at Hampton Park, 240 Hampton Road, Victoria, BC.

Use of the facility shall include the following: (complete & initial all that apply):



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Facility	Unit	Day(s) of Week	Start Date	End Date	Start Time	End Time
<i>Kulai (Lower) Turf Field</i>	<i>1/2</i>	<i>Mon & Wed</i>	<i>Sept. 18</i>	<i>Dec. 13</i>	<i>6:00pm</i>	<i>8:00pm</i>
Kulai (Lower) Turf Field						
Ackinclose (Upper) Grass Field						
Mini-Turf (The Cage)						
Gorge Fieldhouse – only						
Gorge Fieldhouse with Bar Services						
Washrooms/Change rooms						

Other special requirements:

Usage shall also include use of rest rooms, and on-site parking facilities; but shall not include use of Gorge offices. “Wi-Fi” is present for your use.

- 2) **Term** The term of this Rental Agreement shall be for the period indicated in Section 1.
- 3) **Rent** For the use of the facility the User shall pay to the Owner the following:

Facility	Unit Cost	Term Cost	Discounts
Kulai (Lower) Turf Field			
Ackinclose (Upper) Grass Field			
Mini-Turf (Cage)			
Fieldhouse Only	\$25/hour		
Fieldhouse w/ Bar Services	\$50/hour		
Field Lights	\$10/hour		
TOTAL			

*** See Gorge’s Turf Field Policy for full details on rates and cost calculations



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- 4) **Deposit** Upon execution of this Agreement, a deposit of 60% of the rental fee shall be paid by the User to the Owner to reserve the requested time for exclusive facility use. Such deposit amount shall be credited towards the full rental payment as due per Section 3 above.
 - i) Deposits are 100% refundable in facility credit if cancellations are made 14 days in advance of event dates.
 - ii) Deposits are 80% refundable in Facility Credit if cancellations are made at least 7 days in advance of event start dates.
 - iii) Deposits are non-refundable if cancellations are made 1 days before event start date.

- 5) **Final Payment** Final payment (remaining 40% of total fee) is due 2 weeks prior to end of term.

- 6) **Use/Code of Conduct** The Property shall be used only as intended and as specific by the User (specify use: _____); unless another use is specified and agreed to in writing and attached hereto. User agrees that their use and private enjoyment of the facility shall be done with due care for the property, including proper care of the fields surfaces; that the property shall not be used for any illegal purposes; that the User shall be responsible for the conduct of its employees and agents; and that no smoking and no animals shall be permitted within the facilities.

- 7) **Damage or Destruction** Upon the end of the term of facility rental, an inspection of the facility will be made by the Owner's agent. The User shall be held liable for any damage to the facility during the term of the rental, whether damage was intentional or not, and whether the damage was caused by an employee, agent or invitee of the User. User agrees to pay for any damage to the facility beyond normal wear and tear. The Owner warrants that the facility shall be provided in clean and useable order.

- 8) **Assumption of Liability** The User assumes and agrees to be fully and exclusively responsible for the safety and actions of the persons and property of all participants in the events during the hours of use by the User, including, without limitation, exhibitors, participants, employees and agents, invitees, spectators and any members of the public in attendance at any of the events being held by the User at the facility. The Owner shall not have any liability to the User or any, participants, spectators or members of the public for personal injury, personal property or damage occurring at the facility during any hours of use by the User.

- 9) **Indemnification** User agrees to indemnify, defend and hold harmless Owner and the District of Saanich; and all its officers, agents, employees, successors and assigns, and any member of the public attending any event held by the User with the permission or acquiescence of the User, from any and all losses, claims, damages, judgements, liabilities, causes of action, costs and expenses, including reasonable attorney's fees, arising out of or



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resulting from or in any way relating to the use of the facility by the User or any of its members, guests, participants, or invitees, or from any act or omission by the User or any of its officers, agents, employees or guests, but not arising from the willful or negligent acts or omissions of Owner.

Owner agrees to indemnify and hold harmless the User and the District of Saanich and all of its officers, agents, employees, successors and assigns from any and all losses, claims, damages, judgments, liabilities, causes of action, costs and expenses, including reasonable attorney's fees, arising out of or resulting from the willful or negligent acts or omissions of Owner.

10) **Insurance** If applicable, User has, and will maintain in effect, liability insurance during the term of the agreement naming Owner as an additional insured in the amount of coverage of not less than \$2,000,000 per occurrence including personal injury and property damage. User will, prior to the use of the facility, deliver a certificate of insurance by an insurance company satisfactory to the Owner, which shall designate the Owner as an additional insured and provide that the insurance company must provide the Owner with at least ten (10) days prior written notice of any cancellation or reduction in coverage.

11) **Cancellations and Closures** In the event of inclement weather or other circumstances beyond the Owners control, that forces any event cancellation or closure of Gorge either due to the Owners decision or decisions made by local, state or federal government, the User will not be refunded any portion of the rental agreement amount. The Owner will make all reasonable efforts to offer the User a partial or full credit for the amount of time in question towards future rental use. The Gorge Soccer Association reserves the right to cancel, postpone or reschedule a rental slot with 48 hours notice, or upon reasonable notice acceptable to both parties.

12) **Code of Conduct Violations** To ensure that the 'Terms and Conditions' of the field use permit, the law and the tranquility of the neighbourhood are sustained, the District of Saanich and the Saanich Police Department have agreed on procedures for dealing with groups that disregard the 'Code of Conduct' (See Appendix A).

13) **Miscellaneous Provisions.**

- a. The Owner shall provide one or more individuals who shall remain on the premises during the term of the rental period or available upon request. Said individual or individuals shall provide access to all common use areas, shall conduct any necessary inspections; and shall secure the facility at the end of the term.
- b. Should enforcement of this agreement become necessary, prevailing party shall be entitled to recover its costs and expenses, including reasonable attorney's fees, whether or not suit is brought.
- c. In the event of the occurrence of a default by Owner, User shall have the right to terminate this Agreement and/or to request return of any or all deposits made.



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- d. The User may not sublet all or any part of the facility or assign this Agreement in whole or in part without the Owner's prior written consent.
- e. No food or drink to be brought onto playing turf fields (see attached turf rules).

So Agreed on the date: _____.

Gorge Soccer Association: ("Owner")

_____	_____	_____	_____
(PRINT NAME)	TITLE	SIGNATURE	DATE

_____	_____	_____	_____
(PRINT NAME)	TITLE	SIGNATURE	DATE

USER:

_____	_____	_____	_____
(PRINT NAME)	TITLE	SIGNATURE	DATE

_____	_____	_____	_____
(PRINT NAME)	TITLE	SIGNATURE	DATE



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APPENDIX A – CODE OF CONDUCT STATEMENT

CODE OF CONDUCT:	<p>As a responsible user of the Gorge Soccer Association field / facilities, all leagues/teams/individuals are expected to follow the guidelines.</p> <ul style="list-style-type: none">• The consumption of alcohol and illegal drugs are not permitted unless a proper liquor licence is provided before the rental period.• Players, coaches and team supporters must be courteous and respectful to the residents, other park users, caretakers, city staff and other agencies at all times.• Designated washroom facilities must be used at all times.• To obey all traffic signage, regulations, by-laws and conditions.• To pick-up and remove all litter generated while using the park and/or facilities.• To respect and protect public and private property.• To obey all park by-laws and regulations.• Lighting of a field is permitted until 10:00pm.• To pick-up after your pets (dogs must be on leash at all times).• Field/Facilities access is limited to your assigned allocation times as noted on your league's contract. Permit holders are allowed onto their assigned area at their contract start time. All users must leave the area by the end time on your contract.• The 'applicant' shall not permit any person, group or organization not named on the rental contract to use or occupy the field without the Gorge Soccer Association's written consent.
ARTIFICIAL TURF CONDUCT:	<p>In addition to the above, the following conditions are specific to the artificial turf and must also be adhered to at all times:</p> <ul style="list-style-type: none">• Spectators: All spectators must remain outside the fenced area. The playing field and sidelines are for players, coaches, officials and medical personnel only.• No pets.• No food or beverages except water.• No gum, sunflower seeds, or tobacco products.• No portable practice nets (without prior approval).• Footwear: A wide variety of footwear may be used effectively; soccer shoes, multi-cleated shoes, turf shoes and runners. No metal cleats or track spikes are permitted.• The turf and all facilities must be cleaned of all other materials after its use (e.g. tape, bottle caps, etc.). <p><i>The above rules can also be found on the Gorge Soccer Association website: www.gorgesoccer.ca</i></p>