

Rental Agreement Contract

Rental Agreement #61087, Approved

Apr 20, 2018 10:21 AM

Park Board Outdoor Sports Facilities

4575 Clancy Loranger Way
 Vancouver, BC V5Y 2M4
 Phone: +1 (604) 873-7000
 FAX: --

Email: ParkBoard.FieldBookings@vancouver.ca



Customer Type: Customer

Prepared By: PBNMK 003 PBNMK

Company: Vancouver Advertising Slopitch

308 - 6055 Balsam Street
 Vancouver, BC V6M 4C2

Agent: John DeAngeli

Email: jfd@telus.net

Work: (604) 605-2338 Contact: (604) 263-6670

Charges	Taxes	Discounts	Total Charges	Deposits	Deposit Taxes	Total Payments	Refunds	Balance
\$2,130.14	\$106.51	\$0	\$2,236.65	\$0	\$0	(\$2,236.65)	\$0	\$0

RESERVATIONS

Event	Resource	Center	Notes
2018 SS Van Advertising Montgomery NC Tourney #61087 Type: Outdoor Sport Facility - Other Attend/Qty: 0	Montgomery Diamond NC	Montgomery Park 1040 West 43rd Avenue Vancouver, BC, CA V6G 1Z4	--
	Days Requested	Event Begins	Duration
	Day	Date	Date
	Event Ends	Time	
	Saturday	Aug 18, 2018	8:00 AM
	Sunday	Aug 19, 2018	8:00 AM
			10 hours
			10 hours
			Aug 18, 2018
			Aug 19, 2018
			6:00 PM
			6:00 PM
	Summary		Notes
	Total Number of Dates: 2		--
	Total Time: 20 hours		

RESERVATIONS

Event	Resource	Center	Notes
2018 SS Van Advertising Montgomery SE Tourney #61087 Type: Outdoor Sport Facility - Other Attend/Qty: 0	Montgomery Diamond SE	Montgomery Park 1040 West 43rd Avenue Vancouver, BC, CA V6G 1Z4	--
	Days Requested	Event Begins	Duration
	Day	Date	Date
	Event Ends	Time	
	Saturday	Aug 18, 2018	8:00 AM
	Sunday	Aug 19, 2018	8:00 AM
			10 hours
			10 hours
			Aug 18, 2018
			Aug 19, 2018
			6:00 PM
			6:00 PM
	Summary		Notes
	Total Number of Dates: 2		--
	Total Time: 20 hours		

RESERVATIONS

Event	Resource	Center	Notes
2018 SS Van Advertising Montgomery SW Tourney #61087	Montgomery Diamond SW	Montgomery Park	--

Type: Outdoor Sport Facility - Other
Attend/Qty: 0

1040 West 43rd Avenue
Vancouver, BC, CA V6G 1Z4

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	Days Requested	Event Begins	Duration	Event Ends	
Day	Date			Date	Time
Saturday	Aug 18, 2018	8:00 AM	10 hours	Aug 18, 2018	6:00 PM
Sunday	Aug 19, 2018	8:00 AM	10 hours	Aug 19, 2018	6:00 PM
Summary					Notes
Total Number of Dates: 2					--
Total Time: 20 hours					

RESERVATIONS

Event	Resource	Center	Notes		
2018 SS Van Advertising Columbia NE Tourney #61087 Type: Outdoor Sport Facility - Other Attend/Qty: 0	Columbia Diamond NE	Columbia Park 5908 Alberta Street Vancouver, BC, CA V6G 1Z4	--		
		--			
	Days Requested	Event Begins	Duration	Event Ends	
Day	Date			Date	Time
Saturday	Aug 18, 2018	8:00 AM	10 hours	Aug 18, 2018	6:00 PM
Sunday	Aug 19, 2018	8:00 AM	10 hours	Aug 19, 2018	6:00 PM
Summary					Notes
Total Number of Dates: 2					--
Total Time: 20 hours					

RESERVATIONS

Event	Resource	Center	Notes		
2018 SS Van Advertising Columbia SE Tourney #61087 Type: Outdoor Sport Facility - Other Attend/Qty: 0	Columbia Diamond SE	Columbia Park 5908 Alberta Street Vancouver, BC, CA V6G 1Z4	--		
		--			
	Days Requested	Event Begins	Duration	Event Ends	
Day	Date			Date	Time
Sunday	Aug 19, 2018	8:00 AM	10 hours	Aug 19, 2018	6:00 PM
Summary					Notes
Total Number of Dates: 1					--
Total Time: 10 hours					

RESERVATIONS

Event	Resource	Center	Notes		
2018 SS Van Advertising Tisdall NE Tourney #61087 Type: Outdoor Sport Facility - Other Attend/Qty: 0	Tisdall Diamond NE	Tisdall Park 6210 Tisdall Street Vancouver, BC, CA V6G 1Z4	--		
		--			
	Days Requested	Event Begins	Duration	Event Ends	
Day	Date			Date	Time
Saturday	Aug 18, 2018	8:00 AM	10 hours	Aug 18, 2018	6:00 PM
Sunday	Aug 19, 2018	8:00 AM	8 hours	Aug 19, 2018	4:00 PM
Summary					Notes
Total Number of Dates: 2					--
Total Time: 18 hours					

RESERVATIONS

Event	Resource	Center	Notes
2018 SS Van Advertising Tisdall NE Tourney #61087 Type: Outdoor Sport Facility - Other Attend/Qty: 0	Tisdall Diamond SW	Tisdall Park 6210 Tisdall Street	--

Vancouver, BC, CA V6G 1Z4

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Day	Days Requested Date	Event Begins	Duration	Event Ends Date	Time
Saturday	Aug 18, 2018	8:00 AM	10 hours	Aug 18, 2018	6:00 PM
Sunday	Aug 19, 2018	8:00 AM	8 hours	Aug 19, 2018	4:00 PM
Summary					Notes
Total Number of Dates: 2					--
Total Time: 18 hours					

RESERVATIONS

Event	Resource	Center	Notes
2018 SS Van Advertising Carnarvon SW Tourney #61087 Type: Outdoor Sport Facility - Other Attend/Qty: 0	Carnarvon Diamond SW	Carnarvon Park 2995 West 19th Avenue Vancouver, BC, CA V6G 1Z4	--

Day	Days Requested Date	Event Begins	Duration	Event Ends Date	Time
Saturday	Aug 18, 2018	8:00 AM	10 hours	Aug 18, 2018	6:00 PM
Sunday	Aug 19, 2018	8:00 AM	10 hours	Aug 19, 2018	6:00 PM
Summary					Notes
Total Number of Dates: 2					--
Total Time: 20 hours					

CHARGES

Description	Event / Resource	Unit Fee	Units	Tax	Charge
Outdoor Sport Facilities - Diamond	2018 SS Van Advertising Carnarvon SW Tourney #61087 Carnarvon Diamond SW	\$14.59	20.00	PB GST: \$14.59	\$306.39
Outdoor Sport Facilities - Diamond	2018 SS Van Advertising Columbia NE Tourney #61087 Columbia Diamond NE	\$14.59	20.00	PB GST: \$14.59	\$306.39
Outdoor Sport Facilities - Diamond	2018 SS Van Advertising Columbia SE Tourney #61087 Columbia Diamond SE	\$14.59	10.00	PB GST: \$7.30	\$153.20
Outdoor Sport Facilities - Diamond	2018 SS Van Advertising Montgomery NC Tourney #61087 Montgomery Diamond NC	\$14.59	20.00	PB GST: \$14.59	\$306.39
Outdoor Sport Facilities - Diamond	2018 SS Van Advertising Montgomery SE Tourney #61087 Montgomery Diamond SE	\$14.59	20.00	PB GST: \$14.59	\$306.39
Outdoor Sport Facilities - Diamond	2018 SS Van Advertising Montgomery SW Tourney #61087 Montgomery Diamond SW	\$14.59	20.00	PB GST: \$14.59	\$306.39
Outdoor Sport Facilities - Diamond	2018 SS Van Advertising Tisdall NE Tourney #61087 Tisdall Diamond NE	\$14.59	18.00	PB GST: \$13.13	\$275.75
Outdoor Sport Facilities - Diamond	2018 SS Van Advertising Tisdall NE Tourney #61087 Tisdall Diamond SW	\$14.59	18.00	PB GST: \$13.13	\$275.75

Payments and Refunds

Receipt #	Date	Charge Description	Resource Event	Payment
1274422.001	Apr 17, 2018	Outdoor Sport Facilities - Diamond	Carnarvon Diamond SW 2018 SS Van Advertising Carnarvon SW Tourney #61087	\$306.39
1274422.001	Apr 17, 2018	Outdoor Sport Facilities - Diamond	Columbia Diamond NE 2018 SS Van Advertising Columbia NE Tourney #61087	\$306.39
1274422.001	Apr 17, 2018	Outdoor Sport Facilities - Diamond	Columbia Diamond SE 2018 SS Van Advertising Columbia SE Tourney #61087	\$153.20
1274422.001	Apr 17, 2018	Outdoor Sport Facilities - Diamond	Montgomery Diamond NC 2018 SS Van Advertising Montgomery NC Tourney #61087	\$306.39
1274422.001	Apr 17, 2018	Outdoor Sport Facilities - Diamond	Montgomery Diamond SE 2018 SS Van Advertising Montgomery SE Tourney #61087	\$306.39
1274422.001	Apr 17, 2018	Outdoor Sport Facilities - Diamond	Montgomery Diamond SW	\$306.39

1274422.001	Apr 17, 2018	Outdoor Sport Facilities - Diamond	2018 SS Van Advertising Montgomery SW Tourney #61087 Tisdall Diamond NE	\$275.75
1274422.001	Apr 17, 2018	Outdoor Sport Facilities - Diamond	2018 SS Van Advertising Tisdall NE Tourney #61087 Tisdall Diamond SW	\$275.75
			2018 SS Van Advertising Tisdall NE Tourney #61087	

▼ CHECKLIST ITEMS

Checked	Description
<input checked="" type="checkbox"/>	Received: Insurance Certificate

▼ WAIVERS

> Recreation Facility Use Agreement

Waiver for: John DeAngeli

Due Date: Aug 11, 2018

Vancouver Park Board GST# R121361042

Use of the Space under this rental agreement is subject to, without limitation, the following terms and conditions:

NO WARRANTY THAT FACILITY IS SAFE OR FIT FOR INTENDED USE. Neither the Board of Parks and Recreation (the "Board") nor the City of Vancouver ("City") nor anyone else in any way connected with them or the Space has in any way made or given to the User or anyone participating with User in the use of the Space under this rental agreement (the "Participants") any representations or warranties of any kind regarding the suitability, fitness or safety of the Space for the Permitted Use or any other use. Neither the Board nor the City, nor anyone else in any way connected with the Space, is in any way responsible for ensuring that the Space is suitable, fit and safe for the Permitted Use.

ASSUMPTION OF RISK. The User and all Participants shall use the Space entirely at their own risk, and neither the Board nor the City nor anyone else in any way connected with the Space shall in any way be responsible for the safety of the User or the Participants in their use thereof or for any injury, damage, loss or expense of any kind whatsoever that they or any of them may suffer, incur or experience while in, at or about the Space.

USER'S INSPECTION. Before making any use of the Space under this rental agreement, the User shall inspect, or arrange for the inspection of, the Space to determine whether it is suitable, fit and safe for the Permitted Use, and if the User, acting reasonably, determines that it is not suitable, fit or safe for the Permitted Use, the User will not use the space for the Permitted Use and will cancel this rental agreement. The User shall only be entitled to a refund if the User provides written notice of same to the Board in accordance with the requirements set out under "Cancellation" below.

ORGANIZATION USER. If the User is represented as being a group, team, league or organization of any kind, it must be a corporation or society duly incorporated and registered and in good standing as such under law and the undersigned must be duly authorized to act on the User's behalf in respect of this rental agreement, failing which the undersigned shall be the User and as such personally liable for all the User's obligations hereunder.

RIGHTS NOT TRANSFERABLE. The rights granted to the User under this rental agreement are exclusive to the User and may not in any way under any circumstances be assigned or otherwise transferred to anyone.

USE. In making use of the Space hereunder, the User:

- * shall comply and ensure that all Participants shall comply in all respects at all times with all applicable laws and other legal requirements and all other applicable rules, policies and requirements;
- * shall obtain prior to commencement of and maintain throughout the Rental Period all permits and licences required by law for the Permitted Use; and
- * shall not do any of the following, and shall ensure that none of the Participants do any of the following:
 - * in any way damage or alter the Space or any part thereof or any related property or any fixtures, furnishings, equipment or other things therein or thereabouts;
 - * cause any nuisance or disturbance within or about the Space or interfere in any way with anyone else in respect of their use and enjoyment of any related facilities or areas;
 - * sell, serve or otherwise provide or make available to anyone any food or beverages of any kind, except as the Board may explicitly permit; or
 - * create any hazardous or unsafe condition anywhere in, at or about the Space or any related areas.

SERVICE OF ALCOHOL. Without limitation to anything else herein, the service and consumption of alcoholic beverages within the Space in connection with the Permitted Use will be permitted only if:

- * the Board or the applicable community centre association gives prior, explicit permission therefor;
- * the User obtains prior to commencement of the Rental Period and maintains at all times during the Rental Period:
 - * all permits and licences required by law for the service and consumption of alcohol in connection with the Permitted Use; and

* in addition to the insurance requirements set below under "Insurance", insurance relating to service of alcohol in the Space in connection with the Permitted Use, including insurance for alcohol consumption related ejections from the Space and related areas; and

* the User provides to the Board and/or the applicable community centre association, prior to commencement of the Rental Period, evidence satisfactory to the Board or the applicable community centre association that the User has obtained and holds all such required permits, licences and insurance.

The User shall ensure that the service of alcoholic beverages is stopped immediately if at any time the Board or the applicable community centre association requires that it be stopped and, in any event, at least one hour prior to the end of the Rental Period or such other time as the Board or the applicable community centre association may specify.

INSURANCE. The User, at its expense, shall obtain prior to commencement of the Rental Period and shall maintain at all times during the Rental Period, liability insurance with coverage of not less than two million dollars (\$2,000,000) per occurrence or such greater amount as the Board may require, with a deductible of not more than two thousand five hundred dollars (\$2,500) without express permission. The insurance required hereunder (including insurance related to the service of alcohol, if required) shall include a cross-liability provision naming the City and the Vancouver Board of Parks and Recreation and its affiliated community centre associations, and all their respective officials, officers, employees and agents as Additional Insured with respect to liabilities arising out of the User's use of the Space. Such insurance shall provide that the Additional Insured are to be given not less than 30 days prior written notice of cancellation or material change.

Prior to commencement of the Rental Period, the User shall provide the Board with evidence of the required insurance in the City's standard insurance certificate form available online: <http://vancouver.ca/doing-business/insurance-requirements-for-filming-event-and-facility-use.aspx>

Note: User is responsible for insurance for User and Participant belongings.

RELEASE OF CLAIMS. The User hereby releases the City and the Board and all others in any way connected with the Space and all their respective officials, officers, employees and agents from any and all liability for any loss, injury, damage or expense of any kind that the User may suffer, incur or experience arising out of or in any way connected with this rental agreement or the User's use of Space. This release shall survive expiry or early termination or cancellation of this rental agreement.

INDEMNITY. The User shall indemnify the City and the Board and all others in any way connected with the Space and all their respective officials, officers, employees and agents for and against any loss, injury, damage or expense they or any of them may suffer, incur or experience and shall indemnify them for and against any and all complaints, demands, claims, actions, suits and judgments for any loss, injury, damage or expense anyone else may suffer, incur or experience arising out of or in any way connected with this rental agreement or the User's use of Space. This indemnity shall survive expiry or earlier termination or cancellation of this rental agreement.

CANCELLATION. The User, with prior written notice to the Board, may cancel this rental agreement with at least 30 days notice prior to commencement of the Rental Period, in which case the Board will refund the Fee or a portion thereof, if any, in accordance with applicable Board policy.

TERMINATION FOR BREACH. Without limitation to any other remedies available to it, the Board may terminate this rental agreement immediately at any time without prior notice to the User if at anytime the User, in the Board's opinion, has failed in any way to comply with any of the terms or conditions of this rental agreement.

IMPOSSIBILITY OF PERFORMANCE. This rental agreement will terminate automatically and immediately in the event that the Space is in any way damaged by any cause whatsoever such that, or if there is any labour action or any unforeseen circumstance or happening as a result of which, the Space cannot be used for the Permitted Use during the Rental Period or the Board is otherwise unable to perform its obligations under this rental agreement, in which case the Fee shall be refunded to the User on a pro-rated basis.

SURRENDER OF SPACE & REMOVAL OF BELONGINGS. On expiry of the Rental Period or earlier termination or cancellation of this rental agreement, the User shall:

* surrender and vacate the Space;

* ensure that all Participants vacate the Space;

* ensure that the Space is left in the same condition it was in immediately prior to the commencement of the Rental Period; and

* remove from the Space and all related areas all of the User's and the Participants' belongings, supplies, equipment and materials and all other things brought to the Space and all their refuse, failing which, the Board may, without being in any way liable to the User or the Participants, dispose of any such things left at or about the Space and/or any related areas.

REMOVAL FROM SPACE. The Board or the applicable community centre association may remove the User and the Participants, or any of them, from the Space and related areas at any time if any of them, in the Board's or the applicable community centre association's opinion, has in any way failed to comply with the terms and conditions of this rental agreement and fails or refuses to leave the Space and/or related areas on instructions from the Board or the applicable community centre association to do so.

SUBJECT TO LAWS & COURTS OF B.C. This rental agreement shall be interpreted and governed exclusively under the laws and subject exclusively to the jurisdiction of the courts of British Columbia.

By signing below you agree to the terms and conditions:

Your Rental Agreement #: _____

Print Name

Signature

Date signed

>Outdoor Sport Facilities Use Terms and Conditions

Waiver for: John DeAngeli

Due Date: Aug 18, 2018

TERMS & CONDITIONS FOR ALL FIELDS, DIAMONDS & SPORT COURTS

- * To comply and to cause those using the facilities under this permit to comply with all of the terms and conditions of this permit;
- * To inspect the premises and facilities covered by this permit prior to any use by the permit holder to ensure that the facilities are suitable for the permit holder's intended use;
- * That all Park Board premises and facilities are accepted "as is" and are used entirely at the permit holder's own risk. .
- * The Vancouver Park Board is publicly funded and the use of parks and facilities must reflect this fact. Users must comply with all applicable City by-laws and Federal and Provincial legislation, including the British Columbia Human Rights Code which prohibits discriminatory conduct including conduct that would expose persons or groups to hatred
- * The City of Vancouver and the Vancouver Park Board reserve the right to cancel an activity for any reason and shall not be responsible for any associated costs or damages.

THE LICENSEE AND THEIR REPRESENTATIVES NAMED ON THIS PERMIT ARE RESPONSIBLE FOR:

- * Ensuring the assigned area is appropriate for the activity.
- * Ensuring the activity is conducted in a safe and orderly manner.
- * Ensuring the activity is restricted to the assigned area.
- * Ensuring that event activities do not interfere with other park users.
- * Ensuring the Play Fields, Parks and Change Rooms are left clean and litter free.

ENSURE THE FOLLOING ARE PROHIBITED FROM BEING ON OR USED ON AN ARTIFICIAL TURF FIELD:

- * Steel/metal cleats or spikes
- * Smoking, spitting, food (including sunflower seeds), gum, or drinks-other than water.
- * BBQs, pets, golfing, bicycles, rollerblades, motorized or mechanical devices.
- * Erecting structures, fences, poles, tents, stages, bleachers, portable toilets, chairs,
- * The use of fire works, or the installation of electricity.

PERMIT HOLDERS WILL BE BILLED BY THE VANCOUVER PARK BOARD FOR ANY ASSOCIATED COSTS RELATED TO ADDITIONAL CLEAN UP.

- * Property damage occurring during permitted time, set-up or take down.

DAMAGES WILL BE ASSESSED AND REPAIR COSTS BILLED TO THE LICENSEE

- * Consulting with the Vancouver Police Department and the City Engineering Department if traffic control is required
- * Using paper or plastic cups for beverages, glass containers are not permitted.
- * Ensuring light boxes are turned off when not in use.
- * Change Rooms are kept locked when vacant.

* Ensuring ONLY NON TOXIC SPORTS FIELD WHITING is used to line/mark Park Board grass/gravel fields and diamonds. ARTIFICIAL TURF FIELDS CANNOT BE LINED BY ANY MEANS.

* Barbeques may be used provided they are thirty (30) inches from the ground, but not above or on asphalt, concrete, playing fields, diamonds or picnic tables. Coals are to be taken off site or placed in hot coal disposal pits.

* It is strongly recommended that slo-pitch teams use Core 44 Softballs on diamonds with outfields under 300 feet and Core 40 Softballs on diamonds with outfields under 275 feet.

* To report Park Property damage call 3-1-1 or 604-873-7000.

UNDERSTANDING THAT PLAY UNDER THE FOLLOWING CONDITIONS SHOULD NOT OCCUR:

* Any element exists which could jeopardize the safety of participants.

* A Field Closure is in effect

* During and after periods of heavy rainfall or when the field is already water saturated.

* Standing water is present (anywhere on the field) or muddy patches are present.

* The playing surface is frozen (Frost or Snow)

* Field remediation costs for playing under the above conditions will be assessed and billed to the licensee.

See Field Status Information at: <http://vancouver.ca/parks/rec/fields/index.htm> or call 604-473-6206.

UNLESS SPECIFIED AS A CONDITION OF USE, BY-LAWS REQUIRE THAT:

* Vehicles are not to be parked or driven onto grassed areas or restricted, emergency access and service roads at any time.

* Non-permitted vehicles may be towed.

* Service of food is subject to the by-law requirements of the City Health Department.

* The sale of goods, the collection of an admission fee, or the operation of a concession is prohibited.

* The operation of a public address system or amplified music is not permitted.

* No alcoholic beverages are to be dispensed, sold or consumed on the park at any time in accordance with sections 42 & 43 of the Liquor Control and Licensing Act.

* Posting of signage, banners or advertisements is not permitted.

* The erection of structures (fences, poles, tents, stages, bleachers etc), portable toilets, chairs, the use of fire works, or the installation of electricity is prohibited unless specified in the permit language.

If you have any questions regarding your permit or you wish to report any abuse or vandalism please call: 3-1-1 or 604-873-7000.

Vancouver Board of Parks and Recreation

2099 Beach Avenue

Vancouver BC V6G 1Z4

Contact us for information:

Tel. Phone: 3.1.1 or Outside Vancouver: 604.873.7000

Email: recreation@vancouver.ca

Methods of Payment

Visa, MasterCard, Other, JCB Card

Have Questions?

Online Registration FAQs

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