



**NORTH and SOUTH SAANICH AGRICULTURAL SOCIETY (the "Society")**  
1528 Stelly's Cross Road, Saanichton, BC V8M 1S8  
(250)652-3314 officeadmin@saanichfair.ca

## Saanich Fairground Rental Contract

This Agreement made the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

### **BETWEEN:**

**North and South Saanich Agricultural Society (the "Society")**

1528 Stelly's Cross Road Saanichton, BC V8M 1S8 Reg. G.S.T. No. 122145766

### **AND:**

*Renter Name:* \_\_\_\_\_

*Main Contact Name:* \_\_\_\_\_

*Address:* \_\_\_\_\_

*Telephone Number:* \_\_\_\_\_ *Email:* \_\_\_\_\_

### **WHEREAS:**

- A. The Society owns and operates the Saanich Fairgrounds, located at 1528 Stelly's Cross Road, Saanichton, BC (the "Facility");
- B. The Society rents areas within the Facility to members of the public from time to time; and
- C The "Renter" wishes to rent the Facility from the Society.

### **1. SCHEDULES FORM PART OF THIS AGREEMENT**

1.1. The Parties agree that the Rental Contract and Schedule "A" will form this Agreement.

1.2. The Renter understands and agrees that the Rental Application must be consistent with the terms of the renters Covid Plan which has been approved by the local Public Health Authority. Revisions to the Application and Agreement will be required to ensure compliance with provincial approval.

### **2. RENTAL YEAR AND PERIOD**

2.1. Dates and Venues as booked through the office, during the rental year period November 1, 2021 to October 31, 2022.

2.2. The Society hereby agrees to rent to the Renter and the Renter hereby agrees to rent from the Society, the rental area described as:

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On the following dates:

2.2.1. On \_\_\_\_\_ (MONTH) \_\_\_\_\_ (DAY) \_\_\_\_\_ (YEAR); **OR**

2.2.2. On \_\_\_\_\_ (MONTH) \_\_\_\_\_ (DAY) \_\_\_\_\_ (YEAR); **TO**

On \_\_\_\_\_ (MONTH) \_\_\_\_\_ (DAY) \_\_\_\_\_ (YEAR)

2.3. The Rental period will commence at 8:00 am on the first day of the rental period and end at 1:00 am on the last day of the rental period.

2.3.1. No access will be granted to the Renter without the express written consent of the Society. The Renter is responsible for ensuring that **all activities** including set up/tear down and cleaning of the facilities must be completed during the dates outlined in 2.2.1. and/or 2.2.2.

### **3. BOOKING DEPOSIT PAYMENT**

3.1. The Renter will pay a booking deposit equal to 50% of the total rent at the direction of the Society.

3.2. The Booking Deposit Payment will be made by VISA, MasterCard, Electronic Fund Transfer or personal cheque payable to "North and South Saanich Agricultural Society."

### **4. CLEAN UP AND DAMAGE DEPOSIT**

4.1. The Renter will provide the Society with a valid credit card number so that a \$1000.00 damage deposit can be charged before the event and returned after the event if the Facility is returned undamaged and in a clean manner. If the Facility is damaged in any way or not sufficiently clean then the Society will charge the Renter a reasonable fee for the repairs of the damage and or the extra cleaning required to return the Facility in a proper state.

### **5. RENT**

**5.1. The rent payable by the renter to the Society for use of the rental area is \$ \_\_\_\_\_ (the "Rent").**

5.2. The Rent will be paid by the Renter to the Society no later than **fourteen (14) days** from receipt of the invoice by the renter.

### **6. CANCELLATION**

6.1. Should the Renter wish to cancel a rental, the Renter must provide the Society with notice in writing at least ninety (90) days prior to the first day of the scheduled event (the "Cancellation Notice").

6.2. If the Society receives the Cancellation Notice at least ninety (90) days prior to the first day of the event, the Deposit and any Rent paid to the Society by the Renter, will be returned to the Renter, less an administration fee of fifty dollars (\$50.00).

6.3. If the Society receives the Cancellation Notice less than ninety (90) days prior to the first day of the event, the Society will retain fifty percent (50%) of the Deposit paid pursuant to this Agreement, as liquidated damages, plus an administrative fee of fifty dollars (\$50.00). The balance of the Deposit and any Rent paid will be returned to the Renter.

6.4. Notwithstanding any other provision herein, no refund of the Deposit and/or of the Rent will be given if a cancellation is requested by a Renter within fourteen (14) days of the first day of the Rental Period.

6.5. "The Society" reserves the right to terminate rental agreements due to extraordinary circumstances. Should this occur, the Society will endeavor to provide six months' notice of termination and a full refund will be issued.

6.6. Notwithstanding any other provision herein, no refund of with the Deposit Payment of the Rent shall be given if a cancellation is requested by a Renter within fourteen (14) days of the first day of the Rental Period.

## **7. USE**

7.1. The Renter agrees to use the Facility and Rental Area for only those purposes referred to in the Rental Application and Rental Agreement.

7.2. Other than the common areas of the Facility (roads, unscheduled parking areas, etc.), the Renter will restrict their use to the Rental Area.

7.3. All events and areas booked are exclusive to the participants registered in your events. The general public will not have access to your event. Unregistered participants will not have insurance coverage on the grounds.

## **8. INSURANCE**

8.1. The Renter will, at its expense, obtain and maintain third party liability insurance protecting the Renter against claims for personal injury, death, property damage or loss, or third party or other public liability claims arising from any accident or occurrence in, on or about the Saanich Fairgrounds to an amount of at least \$2,000,000 inclusive for any one occurrence or such greater amount as the Society, from time to time, may reasonably require.

8.1.2. Insurance will be calculated on a replacement costs basis.

8.1.3. Such other insurance as the Society may reasonably require from time to time.

8.2. The Renter will ensure that the following provisions will govern the insurance referred to above, and will comply with the following requirements with regard to such insurance:

8.2.1. The policies for such insurance will provide that the policies cannot be cancelled, terminated or materially amended, except if the insurer delivers to the Society at least thirty (30) days prior written notice of its intention to cancel, terminate or materially change the policy.

8.2.2. Such policies will include the Society as an additional insured and shall provide that each insured or additional insured under such policy or policies will be insured in the same manner and to the same extent as if individual policies had been issued to each;

8.2.3. The Renter will deliver to the Society, certified copies of each insurance policy not less than fourteen (14) days prior to the start of the event.

8.2.4. If the Renter fails to provide the Insurance Policy Certificate to the Society in the manner outlined in 8.2.3., the Society may in its sole discretion terminate this Agreement and retain the deposit and rent paid to the Society by the renter.

## **9. INDEMNITY**

8.1. Except for the negligence or other wrongful act of the Society or its employees, agents or contractors, the Renter will indemnify and save harmless the Society from all loss, damage, liabilities, costs, claims, suits, or actions, including fees of solicitors and other professional advisors, in connection with or arising out of attendance at and/or use of the Saanich Fairground.

## **10. NON-SMOKING/VAPING FACILITY**

10.1. The Renter acknowledges that the buildings, structures, or other indoor parts of the Facility and Rental Area are non-smoking areas and agrees to comply with CRD Bylaw No. 2401 and to ensure compliance of this bylaw by any of the Renter's guests, invitees or licensees.

## **11. PARKING**

11.1. Parking at the Facility is limited to gravel and hard asphalt areas only unless otherwise authorized by the North and South Saanich Agricultural Society.

11.2. Parking is not authorized in areas denoted “restricted” or “scheduled”. It is the responsibility of the Renter to ensure event participants strictly adhere to common parking areas unless otherwise authorized by the North and South Saanich Agricultural Society.

11.3. No vehicles may be parked in the fire lanes **at any time**.

11.4. For large events, as determined at the discretion of the Society:

11.4.1. A parking plan, which includes the use of qualified parking attendants (the “attendants”), must be prepared for and presented to the Society for its approval not less than fourteen (14) days prior to the first day of the Rental Period. (The “Parking Plan”); and

11.4.2. The Attendants named in the Parking Plan must be present during the Rental Period to implement the Parking Plan.

## **12. EQUIPMENT & POSTING of SIGNS**

12.1. No electrical wiring, electrical appliances, music equipment, TVNCR, plumbing fixtures or pipes will be installed anywhere on or about the Facility without prior written consent from the Society, which consent must be obtained not less than fourteen (14) days prior to the first day of the Rental Year Period.

12.2. If extra utilities are required by the Renter, over and above what would be reasonably considered normal usage, the Society may increase the Rent payable by the Renter to compensate for the extra water, gas, and/or electricity, at a rate to be determined by the Society prior to the first day of the Rental Year Period,

12.3. No nails, tacks, screws, staples, scotch tape, duct tape or similar materials shall be driven or placed into or on any part or parts of the Facility. Nothing is to be attached to the acoustic panels on the Facility;

## **13. SECURITY**

13.1 The Renter is responsible for the interior and the exterior of the buildings, grounds, and parking areas of the Facility during the rental period.

## **14. JANITORIAL**

14.1. The Renter is responsible for ensuring sanitary conditions of facilities throughout the Rental Period.

## **15. RENTER RESPONSIBILITY**

15.1. Notwithstanding any other clause herein, the Renter will be solely responsible for any acts or omissions of its guests, invites, licensees, employees, or directors and will indemnify and hold harmless the Society for any loss, damage, suites or other actions which arise wherefrom.

## **16. GENERAL RULES and REGULATIONS**

The Renter agrees to comply with the following rules and regulations governing the use of the Facility and Rental Area, as well as any other special regulations imposed by the Society in writing, from time to time:

16.1. Any dog brought into the Rental Facility must remain on a leash at all times, except when participating in trial or training exercises;

16.2. The Renter will comply at his/her own expense with all laws, ordinances, regulations, requirements and recommendations of any and all Federal, Provincial, Municipal and other authorities, and shall obtain and pay for all necessary permits and licenses, which may include but is not limited to any business licenses, liquor licenses, Food Safe Permit or Serve It Right Permit.

16.3. To comply with noise by-laws, entrance doors to any buildings comprising part of the Facility must remain closed;

16.4. The Agreement must be signed by a responsible adult (19 years or over) having authority over the group. Such adults or identified designate shall remain with the group at all times while on the premises and be responsible for all actions.

16.5. The Renter may use only those facilities and equipment named in the Agreement. All items belonging to the Society must remain within the Rental Facility rented;

16.6. The Renter agrees to clean the kitchen, kitchen equipment and other areas used by the Renter and to leave them in the same condition as at the start of the event;

16.7. All hallways and exits must be kept clear.

16.8. All persons must vacate the premises by the end of the Rental Period by 10:00pm.

## **17. CLEAN UP**

17.1. The Renter shall leave the Rental Area in a clean and tidy manner and in good repair.

## **18. POST-EVENT INSPECTION**

18.1. The Society, or its Agent, will inspect the Facility as soon as is reasonably possible after the Rental Period.

18.2. Any costs required to repair or clean the Facility ("the remediation costs") following the event will be deducted from the deposit.

18.3 If remediation costs exceed the amount of the deposit, the Renter agrees to reimburse the Society for said costs within thirty (30) days of the event.

## **19. FRUSTRATION**

19.1. In the event that any part of parts of the Facility should be destroyed or damaged by wind, water, fire earthquake or any other natural cause, or if any other casualty, strike or unforeseen occurrence beyond the Society's control should render the fulfillment of this Agreement by the Society impossible (the "Damage") then this Agreement shall terminate, as follows:

19.1.1 If the damage occurs prior to the first day of the Rental Period, the Society will reimburse the Renter for the deposit and rent paid pursuant to the agreement; or,

19.1.2. If the Damage occurs after the commencement of the first day of the Rental Period but prior to the last day of the Rental Period, the Society shall reimburse the renter for that part of the rent paid by the renter for the day or days following the date of the damage.

**20. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the Laws of the Province of British Columbia.

**Authorized Signatory (RENTER):** \_\_\_\_\_

**Print Name Authorized Signatory:** \_\_\_\_\_

**Signature for the Society (SOCIETY):** \_\_\_\_\_

**Print Name/Title of Society Signatory:** \_\_\_\_\_