

# Zatzman Sportsplex Pool Rental Agreement



***Please note: YOUR BOOKING IS CONFIRMED IF AND WHEN YOU ACCEPT THE TERMS AND CONDITIONS AND PAYMENT IS RECEIVED.***

If there are questions regarding this document, please contact Ryan Kemp, Aquatics Coordinator at [kempr@halifax.ca](mailto:kempr@halifax.ca) or 902.490.3018.

The amount is due at the time of booking. Your booking is confirmed when the Zatzman Sportsplex receives full payment.

- The Lessee agrees to hold the Lessor harmless from any and all expenses, cost, and liabilities in connection with any claim which may be presented or asserted against it except for those which may arise through the sole negligence of the Lessor and its employees.
- The Zatzman Sportsplex does not accept responsibility for enforcing any outside body disciplinary policies. Any disciplinary policies of organizations making use of the Sportsplex facilities apply only to the specific leased area. It is the responsibility of the Lessee to enforce their own disciplinary policies, as required by their respective governing bodies.
- The Lessee agrees to indemnify the Lessor for any damage that may occur to the property, facilities, or equipment resulting by the Lessee and its participants.
- The Lessor will not be responsible for articles or valuables lost, stolen, or in any way damaged on the premises. In the best interest of security, the Zatzman Sportsplex recommends that the Lessee keep room(s) locked any time the it/they is/are unoccupied. Sportsplex staff will gladly lock the room, in the presence of the Lessee, to ensure the contents are secure. Our lockers are designed for you to bring your own lock. We recommend that all patrons lock up their articles in a locker.
- The Lessor assumes no liability for the unavailability of the leased space if the unavailability is due to circumstances beyond control of the Lessor, including fire, labour strikes, emergency hazardous conditions, or any act of God.

- The Lessee agrees to the Sportsplex non-smoking policy in the building.
- The Lessee agrees to ensure that all their employees, volunteers, organizers, and contracted companies follow all Department of Labour Safety Regulations and the Zatzman Sportsplex Occupational Health and Safety Policy.
- Any organization who intends to run any ticket draws, 50/50 draws, etc. in the building must present a copy of the licence for the Alcohol and Gaming Authority at the signing of this contract.

#### Extra Costs:

- The Lessee understands that the rental room is only available to them during the time listed on the contract. If the Lessee wishes to have the room for extra time before or after the scheduled time, it must be booked in advance and there may be an extra cost.
- The Lessee understands that there may be additional charges for items not covered in the original booking. For example: Extra equipment rental such as LCD projector, laptop computer or flip chart stands, extra electrical requirements such as more extension cords or a power panel (one double plug, three prong, extension cord is included in all basic room rentals), or 'day of changes' to the setup such as more tables, chairs, or requirements that re-set the room to a different layout than was agreed to when the room was booked.
- The Lessor shall be the only supplier of licensed beverages. The Lessee understands that the Zatzman Sportsplex and its agents have the exclusive privilege and sole rights to sell and/or provide all edibles and beverages on the Sportsplex property. There shall be no sale, sample, or gift of food or beverages on the property of the Sportsplex without the written permission of the Facility Rentals and Events Coordinator. The Zatzman Sportsplex has an exclusive agreement with the facility food vendor. All catering must be ordered through them.
  - *Exemptions from the catering paragraph above are cake and food prepared by the Lessee at home. Pizza is also exempt if less than 50 people are in attendance and rental is a birthday party.*

#### Pool Restrictions:

- The Lessee understands the rules and policies of Pirate the pool care. All persons must reach the height requirement of 48" or 1.22m and must be very capable swimmers in deep water to use the green slide. All slides are FEET FIRST only.
- All children nine and under must be within an arm's reach of a supervising adult.
- Splash pad, therapy pool, and purple slide are shared among all rentals and members.

- Therapy pool is not to be used by children four years old or younger. Children five to 15 years old must be accompanied by an adult (18+).
- Leisure pool party contains the whole leisure pool unless otherwise stated on the contract.
- Main pool party contains lanes 1-5. Lanes 6-8 will be used for other purposes by other groups or Sportsplex members.
- If somebody must use Lessee's pool space to enter the pool for accessibility purposes they must be allowed to do so. Once they enter they will efficiently and safely move to the part of the pool the Lessee has not rented.

Cancellation Policy:

The Lessee agrees that if their Pool Rental(s) (incl. associated room rentals) is/are cancelled with a minimum of 30 days notice, 50% of the rental fee will be refunded. If the rental is cancelled with less than 30 days advanced notice the entire rental fee is forfeited to the Lessor.