

Pool Parties Terms and Conditions

These terms and conditions apply to any individual, corporation, society or other entity renting space at the East Hants Aquatic Centre ("the EHAC").

Rules for use of EHAC

Human Rights. The EHAC has the right to prohibit the use of the facility to individuals and groups that may violate or promote the violations of rights guaranteed under the *Nova Scotia Human Rights Act* and the *Canadian Charter of Rights and Freedoms*.

Advertising/Promotion/Solicitation. Except as expressly authorized by the Manager of Recreation and Aquatics, there shall be no posting, displaying, advertising and/or solicitation of promotional material in the EHAC or on the grounds of the EHAC prior to any event.

Parking Regulations. The Renter and any person attending at or participating in the activities planned or undertaken by the Renter (the "Renter's Guests") must use the general public parking lot unless otherwise notified by the EHAC or its authorized personnel.

Authorized Personnel. The Renter shall take direction from authorized personnel of the EHAC and must comply with such direction at all times. The Renter must be prepared to present this agreement, personal identification, or any other document reasonably requested by the EHAC's authorized personnel for the purpose of confirming the Renter's identity or the terms of this Agreement.

Conduct. The Renter will be held responsible for the behaviour of the Renter's guests. Improper behaviour, offensive language, verbal abuse, disrespect to staff and/or the public will not be tolerated and will be grounds for cancellation of event dates under this agreement and future booking privileges. East Hants reserves the right to remove individuals from the premises for violation of this provision.

Compliance with Laws. The Renter shall comply, and shall cause Renter's guests to comply, with all federal, provincial and municipal laws and all applicable rules and regulations, policies and procedures of East Hants.

Pool Safety Standards. The Renter and Renter's guests using the pool must adhere to the following Pool Safety Standards:

Party swimmers aged 7 and under will complete a swim test to accommodate our group admission standards if they do not have a chaperone ratio of two children for every one adult (2:1). To use the leisure pool without a lifejacket, swimmers must complete an over and back swim in the deep end of the leisure pool without touching or stopping. To use the lap pool without a life jacket, swimmers must be able to swim one full length of the lap pool.

- a. Children ages 7 and under are required to have a chaperone ratio of five children for every one adult (5:1). Adults must be in the water with these children and be within arm's reach.
- b. Children ages 8 and up are required to have a chaperone ratio of ten children for every one adult (10:1). Adults do not have to be in the pool but must be actively supervising the children on the pool deck.
- c. Children must be at least 1.2 metres (4 feet) in height to have access to the water slide.

Decorations. Decorations brought to the EHAC by the Renter or the Renter's guests should be limited to the following locations: tables, floors and/or designated areas of the Rental Space. The use of confetti, tape, staples and nails is prohibited.

Food and Drink. Food and drink are strictly prohibited in the pool. If the Rental Space is a designated room, the Renter and the Renter's guests shall not take any food or drink outside of the designated room.

Admission. Except as expressly authorized by the EHAC in writing, no admission charge, collection or sale of refreshments shall take place for rental events held at the EHAC.

Alcohol & Illegal Substances. Except for the sale of alcohol by permit in approved facilities for which the Renter has received express written approval from East Hants, the consumption, possession and/or sale of alcoholic beverages and illegal substances is strictly prohibited.

Smoking. Smoking is strictly prohibited in all indoor/outdoor property of the EHAC.

Theft. The Renter and the Renter's guests shall not, at any time, possess property of the EHAC or property of any member or guest of the EHAC without the express consent or authority of the EHAC or the rightful owner of the property.

Music. The Renter agrees that sound levels from musical instruments or recorded music will be kept to a reasonable level, as determined solely by East Hants. The Renter must obtain applicable SOCAN licensing for the use of recorded music. All audio and visual requirements outlined in Schedule B must be discussed with the EHAC prior to the event date.

Capacity. The Renter must not permit or allow a greater number of people to enter or occupy the Rental Space than the number indicated to the Renter by East Hants at the time of booking. East Hants reserves the right to immediately require the Renter and the Renter's guests to leave the EHAC, without a refund of the Rental Fee, if this provision is not adhered to at all times.

Personal Property. Any personal items brought to the EHAC by the Renter or the Renter's guests shall remain at their risk and shall be removed at the termination of the Renter's occupation of the premises unless otherwise authorized.

Cleaning. The Renter must leave the Rental Space in the same condition as it was prior to each event date. The Renter agrees to compensate the EHAC for any cleaning costs incurred by the EHAC, outside of the ordinary course, as a result of the Renter's failure to adhere to this provision. The Renter further agrees that the minimum fee associated with such cleaning costs is \$30.00 per hour.

Cancellation Policy. The Renter will remain fully responsible for the rental price associated with each event date unless notice of cancellation is provided to the EHAC at least 7 days prior to the start time of the event date. The Renter may be entitled to a partial refund of the rental price if it cancels an event date as follows:

Cancellation Fee: \$25.00

Cancellation Notice	Refund
More than 14 days	Full refund less cancellation fee
13 to 8 days	50% refund less cancellation fee
7 days or less	No refund

The Renter must submit all cancellation notices and partial refund requests to East Hants in writing (including by facsimile or email transmission) at the contact particulars first above written.

The Municipality of East Hants may cancel programs due to weather conditions, unexpected issues, or low enrollment in a program. In these circumstances, the Municipality of East Hants may refund or extend program sessions for participants.

Cleaning. The Renter must leave the Rental Space in the same condition as it was prior to each event date. The Renter agrees to compensate the EHAC for any cleaning costs incurred by the EHAC, outside of the ordinary course, as a result of the Renter's failure to adhere to this provision. The Renter further agrees that the minimum fee associated with such cleaning costs is \$30.00 per hour.

Indemnity and Liability

Indemnity. The Renter agrees to waive all claims against and release, hold harmless, indemnify and defend (including payment of reasonable legal fees on a solicitor-client basis) East Hants, its employees, councillors, volunteers, contractors, servants, agents, successors and assigns (the "Releasees") against any and all liability, claims, demands, losses, damages, injuries, costs, expenses and fines which East Hants may incur, suffer or sustain due to or arising out of the use of the EHAC by the Renter or Renter's guests, including COVID-19 and including those cause by the negligence, breach of contract, breach of statutory duty of care, or breach of the *Occupiers' Liability Act*, SNS 1996, c 27, on the part of the Releasees except for gross negligence or willful misconduct on the part of the Releasees, which indemnification shall survive any termination of this Agreement.

Liability. Renter shall be responsible for the conduct and supervision of all persons using the Rental Space during each event date, including the Renter's guests. The Renter is solely responsible for ensuring that all children are supervised during the entirety of each event date by a responsible adult and that the EHAC's policies are adhered to at all times. The Renter is responsible for requesting a copy of the EHAC's policies from the EHAC's authorized personnel in the event the Renter has not already been provided with a copy.

Loss and Physical Damage. The Renter agrees that it is liable to the EHAC for any loss or damage, whether accidental or malicious, caused by the Renter or the Renter's guests to the facilities or equipment at the EHAC or to the personal property of another person during any event date. East Hants shall have the right to cancel any of the Renter's event dates under this agreement in the event that the Renter does not pay for such losses or damages prior to its next event date under this agreement.

Closures and Amendments

Facility Closures. The EHAC may be forced to close unexpectedly due to weather, maintenance, cleaning or other unforeseen circumstances. In the event the EHAC cancels an event date due to any of these circumstances it will provide the Renter with alternate dates. If the Renter and the EHAC, acting reasonably, cannot agree on an alternative event date the EHAC will refund the full Rental Price with respect to such cancelled event date to the Renter. The Renter may direct the EHAC to apply the refunded Rental Price to a future event date.

Amendments. Further to the rights of termination and amendment previously set out, the EHAC has the right to amend or cancel an event date for any of the following reasons:

- a. Holidays
- b. Renovations, Repairs or Maintenance
- c. Emergency Problems
- d. Inclement Weather

- e. Recreational Programs and Services
- f. Major Events