



PO Box 458, Hubbards, Nova Scotia, Canada B0J 1T0

Event Date:	
Start Time:	End Time:
HBA Contract #:	

## PROPERTY RENTAL AGREEMENT

### 1. INSTRUCTIONS

Contact the Rental Coordinator at [hubbardsbarnrentals@gmail.com](mailto:hubbardsbarnrentals@gmail.com) to discuss your event and availability of the Barn. During your site visit, the Rental Coordinator will complete this form with you. To secure your date, a \$500 Event Deposit (cheque or money order payable to Hubbards Barn Association) is required on the day you sign this contract.

### 2. CONTACT INFORMATION

Name(s)		Phone #1	
		Phone #2	
Organization		Email	
Full Mailing Address		Notes	

### 3. EVENT DETAILS

Type of Event (check one)	Description
<input type="checkbox"/> Wedding <input type="checkbox"/> Private Function <input type="checkbox"/> Group Function ( <i>Public participation limited by membership, admission, or registration</i> ) <input type="checkbox"/> Public Event ( <i>Open to all</i> )	Expected Attendance _____

Will alcohol be served? <input type="checkbox"/> Yes <input type="checkbox"/> No License Received <input type="checkbox"/> Names & contact info of two (2) designated on-site contacts for entire event: 1. 2.	Will rented items be used (ie. chairs) <input type="checkbox"/> Yes <input type="checkbox"/> No List rented items here:  Rented items supplied by:
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Music Set Up	Catering Details	Other Set Up Requirements
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## RENTAL FEE SCHEDULE

Rental Fees	Detail	Cost	Amount
Property Rental Monday, Tuesday, Wednesday, Thursday, Saturday or Sunday	One standard fee	\$1500.00/ daily rental (up to 12 hours)	
		\$150.00/ hour	
Wedding Rehearsal	Date subject to availability	\$150.00/ hour	

Electrical fee	(if applicable)	varies	
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SOCAN Tariff up to 100 people	Without dancing	\$20.56	
Up to 100 people	With dancing	\$41.13	
SOCAN Tariff 101-225	Without dancing	\$29.56	
101-225 people	With dancing	\$59.17	

Sound System		\$30.00	
Projection System		\$70.00	
Popcorn Machine	Supplies not included	\$20.00	
Awning Tent (10'x10')	4 available	\$30.00/ea	
		SUB-TOTAL	
		HST @ 15%	
		GRAND TOTAL	

## 5. CANCELLATION POLICY

The cancellation fee will be deducted from the \$500 Event Deposit, as follows:

Private/ Commercial Daily Rental	Private/ Commercial Hourly Rental	Community/ Non-Profit Groups
Cancellations received 60 or more days prior to the event will be subject to a cancellation fee of \$250.	Cancellations received 30 or more days prior to the event will be subject to a cancellation fee equaling 50% of the property rental fee contracted.	Cancellations received 60 or more days prior to the event will be subject to a cancellation fee equaling 25% of the property rental fee contracted.
Cancellations received less than 60 days prior to the event will be subject to a cancellation fee of \$500.	Cancellations received less than 30 days prior to the event will be subject to a cancellation fee equal to the full amount of the property rental fee contracted.	Cancellations received less than 60 days prior to the event will be subject to a cancellation fee equaling 50% of the property rental fee contracted.

## 6. PROPERTY RENTAL AGREEMENT

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, at Hubbards, Nova Scotia between the Hubbards Barn Association (the "HBA") and \_\_\_\_\_ (the "Lessee"). The Lessee is permitted to occupy the Hubbards Barn for the sole purpose set out in Section 3, to be held between the hours of \_\_\_\_\_ and \_\_\_\_\_ on the \_\_\_\_\_ day(s) of \_\_\_\_\_, 20\_\_\_\_ on payment of the full rental price as set out in Section 4 of this Agreement. Harmonized Sales Tax is applicable to all charges set forth in this agreement (HST Registration # 86337 0508). The property must be returned to its original condition no later than \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

## 7. TERMS AND CONDITIONS FOR USE OF THE HUBBARDS BARN & COMMUNITY PARK (the "Property")

- a) You must be 19 or older to sign this rental agreement and rent the Property.
- b) You cannot transfer the rental agreement to another person or party.
- c) The daily rental fee provides for use of the Property for up to 12 consecutive hours within a defined 24-hour period.
  - I. Any time spent on-site by the Lessee beyond this 12-hour period will be considered extra, and charged at the current hourly rate.
  - II. Use of the Property beyond a defined 24-hour period will require payment for an additional day's rental.
  - III. Rentals requiring fewer than 8 hours will be charged at the hourly rate.
  - IV. Event hours will be defined in Section 6 of this Rental Agreement. The Property is not available for rent on Fridays.
- d) The HBA agrees to provide the Property lighted, cleaned and with washroom facilities. Use of HBA tables and chairs is allowed. The Barn is unheated. Water on the Property is not potable and cannot be used for drinking or cooking.
- e) In the event that the Property is not available for the Lessee (through no fault of the Lessee) by reason of damage, or destruction by fire, riot, mob violence or other accident, or the use is prohibited by any government authority having jurisdiction, then this Agreement shall be deemed null and void and all moneys paid by the Lessee shall be returned and no other penalty shall be incurred.
- f) The Lessee must comply with all laws, by-laws, rules and regulations with respect to the occupation and operation of the Property and will assume entire responsibility for damages arising from or during the occupancy of the Property.
  - I. The HBA requires that the Lessee have event liability insurance in the amount of \$2,000,000 naming the Hubbards Barn Association as additional named insured. A copy of the proof of insurance must be given to the HBA at least two weeks before the event and be posted in the Barn during the event.
  - II. The Lessee acknowledges that full payment of the rental fee is required 30 days prior to their event by cheque or money order. If payment is not completed at designated time, or HBA is not able to process the payment due to non-sufficient funds, the Lessee forfeits their \$500 event deposit and reserved date.
  - III. The Lessee acknowledges that the Property is in a good state of condition and repair and agrees to leave the Property in no worse condition than when the Lessee initially occupies the Property. The lessee must ensure that organics, recyclables, and waste are properly sorted during the rental period. A fee will be charged for improperly sorted waste and/or deducted from the \$500 event deposit.
  - IV. The Lessee acknowledges that they are responsible for setting up tables, chairs, and anything else that is required for their event.
  - V. The Lessee acknowledges that the event deposit will not be returned until at least two weeks following the event to allow time to evaluate the Property to determine whether additional charges are required and to allow volunteers time to prepare related paperwork.
  - VI. The Lessee is responsible for any additional costs for damage or clean up over and above the amount of the original event deposit.
- g) Rental fees include on-site event staff during all rented hours, as well as 1 hour of additional time for facility cleaning after the event. Event staff will maintain general supervision of the Property, attend to the washrooms, garbage and recycling, and provide general assistance to the Lessee with respect to the use of the facility and grounds. The event staff are the designated representatives of HBA for the duration of the event and have full authority to enforce all regulations and conditions of this contract.
- h) HBA has zero tolerance for any abuse or mistreatment of the property, grounds, staff and volunteers.
- i) Building capacity:
  - I. 150 people for events with booths (e.g. trade show)
  - II. 250 persons if liquor is served
  - III. 350 persons for non-alcoholic events
- j) All consumption of alcoholic beverages is subject to Nova Scotia Liquor Licensing Act regulations. The Lessee is responsible for obtaining the appropriate liquor license. A copy of the permit to serve alcoholic beverages during the event must be given to the HBA rental coordinator at least two weeks before the event and the original copy must be posted in the Barn during the event in accordance with the Act.
  - I. The bar must be a cash bar. Wine may be at the dining tables in the amount of one 5 oz. glass per person (in bottles or poured in glasses).
  - II. Regardless of liquor license, last call can be no later than 11:30 p.m. Liquor service must stop by 12:00 midnight. and the Barn must be vacated by 1:00 a.m.
  - III. The person responsible for the bar must ensure that all liquor is secured and put away immediately after liquor service ends at 12 midnight.
  - IV. Alcoholic beverages must be consumed inside the building or on the stone patio. Alcoholic beverages cannot be consumed in the parking lot, back meadow or trails.
  - V. All liquor must be dispensed by a designated bartender(s), with the exception of wine placed on tables during dinner.

- VI. Homemade wine or alcohol is not permitted.
- VII. Guests are not allowed to bring their own alcohol (no BYOB).
- k) The Lessee acknowledges that the HBA is required to collect fees on behalf of the Society of Composers, Authors and Music Publishers of Canada (SOCAN), for the public use of recorded or live music. These funds are not retained by the HBA, but are paid to SOCAN for redistribution to the copyright holders of this music.
- l) Due to the Saturday morning Hubbards Farmers' Market, the Lessee will not be allowed into the building until 1:30 p.m. for Saturday rentals.
- m) No Market vendor's equipment may be used, except where special arrangements are made directly with vendors. Market vendors' portable fixtures may be moved with the consent of the event staff, but items must not be damaged, and they must be returned to their original location and condition. Any damage to or time required to put vendors' fixtures back to original location and condition will be deducted from the event deposit.
- n) Decorations, signs etc. may not be affixed with staples, nails, screws etc, except in the designated strapping. Plastic "push pins" are allowed. The rental coordinator or event staff must approve decoration installations to ensure that the facility is not damaged.
- o) Open flames are not to be used. Candles enclosed entirely in glass may be used on a limited basis but only if they are supervised. The event staff must approve the placement and use of candles and heat sources.
- p) Fireworks, sparklers, and campfires are strictly forbidden on the Property.
- q) No smoking or e-cigarettes are allowed inside or within 15 feet outside of the building. Designated smoking areas must be used. Butts must be deposited in the receptacles provided.
- r) Motor vehicles must park on gravelled parking areas only. There is space for 70 cars. The HBA assumes no responsibility for vehicles left in the parking areas overnight. All vehicles must be removed from the parking area no later than 10 a.m. of the day following the event. Vehicles left on-site beyond this time may be towed at the owner's expense.
- s) All items: foods, dishes, liquor, rented items and equipment, and decorations must be removed from the Barn by the end of the rental period. No foods or dirty dishes are to be left in the Barn overnight. Rented items and equipment, if being picked up by the rental company, must be removed by 10 a.m. of the day following the rental. Rented items and equipment must be broken down and organized for pick up at the end of the event.
- t) As part of the property rental agreement, the Lessee must name two designated on-site contacts who will be responsible for the event. On-site contacts must meet with the event staff at the beginning of the event to review regulations and conditions of the contract, and they must be available at the end of the event to work with the event staff to ensure that all required cleanup is suitably addressed. The rental coordinator may contact this person prior to the event to review rules. The Lessee is encouraged to share all contract information with on-site contracts before their event.
- u) HBA is not responsible for "acts of God" or severe weather. If Environment Canada issues a severe weather warning the rental coordinator will contact the Lessee. Any cancellations are at the sole discretion of HBA. The Lessee's event deposit will be held with HBA and the Lessee will have one year to rebook their event. Should the Lessee decide to cancel the event they will be subject to HBA's cancellation policy as well as 50% of the full rental fee. Should the Lessee decide to change the event date this will be subject to availability.
- q) Failure to meet these terms & conditions will result in the event staff shutting down the event (before scheduled end time), loss of the \$500 event deposit, and /or event staff or volunteers calling 911 for support.

## 8. SIGNATURES

\_\_\_\_\_ (initial) I have read, understand and agree to abide by all terms and conditions of this contract for use of the Hubbards Barn & Community Park.

The Lessee	HBA Representative
Print name:	Print Name:
Signature:	Signature:
Date (y/m/d):	Date (y/m/d):

## 9. HBA CONTACT INFORMATION

Rental Coordinator: Ashley Marlin, [hubbardsbarnrentals@gmail.com](mailto:hubbardsbarnrentals@gmail.com)

**10. FOR OFFICE USE**

Event contract #	RA			
\$500 Event Deposit	<input type="checkbox"/> Due upon booking	Paid by <input type="checkbox"/> Cash or <input type="checkbox"/> Cheque <input type="checkbox"/> Money Order	Cheque #	HBA Receipt #
Rental Fee Payment \$_____	<input type="checkbox"/> Date due: _____	Paid by <input type="checkbox"/> Cash or <input type="checkbox"/> Cheque <input type="checkbox"/> Money Order	Cheque #	HBA Receipt #
Copy of event liability insurance certificate received by _____:	<input type="checkbox"/> Yes <input type="checkbox"/> No	Liquor License received by _____:	<input type="checkbox"/> Yes <input type="checkbox"/> No	
Event Deposit refund	<input type="checkbox"/> Date Requested:	Amount to refund:	Cheque #	Date Mailed: