



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

Event Date:	
Start Time:	End Time:
HBA Contract #:	
<input type="checkbox"/> Copy of Page 1 for Custodian's file	

## 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 Rec'd <input type="checkbox"/> Request for Barn custodians to tend bar? <input type="checkbox"/> Yes <input type="checkbox"/> No Names of two (2) designated on-site contacts: 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: Pick-up date/ time:
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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 for Friday (daytime) , Saturday or Sunday	One standard fee	\$900.00/ day	
		\$90.00/ hour	
Property Rental for Monday, Tuesday, Wednesday or Thursday	Private or Commercial Groups	\$900.00/ day	
		\$90.00/ hour	
	Community or Non-Profit Groups	\$450.00/ day	
\$45.00/ hour			
Wedding Rehearsal	Date subject to availability	\$90.00/ hour	

Electrical fee	(if applicable)	varies	
Additional custodial fee	(if applicable)	\$25.00/ hour	

SOCAN Tariff	Without dancing	\$20.56	
Up to 100 people	With dancing	\$41.13	
SOCAN Tariff	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) 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 10 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 after 6:00 p.m. on Friday evenings.
- b) The HBA agrees to provide the Property lighted, cleaned and with washroom facilities. Water on the Property is not potable and cannot be used for drinking or cooking. 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.
- c) 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 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 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.
  - III. 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..
  - IV. The Lessee is responsible for any additional costs for damage or clean up over and above the amount of the original event deposit.
- d) Rental fees include on-site custodial services during all rented hours, as well as 2 hours of additional custodial time for facility cleaning after the event. Custodians 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. Custodians are required to enforce all regulations.
- e) 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
- f) 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 at least two weeks before the event and 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.
  - 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. Guests are not allowed to bring their own alcohol (no BYOB).
- g) 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.
- h) Due to the Saturday morning Farmers' Market, the Lessee will not be allowed into the building until 1:30 p.m. for Saturday rentals.
- i) 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 custodian, but items must not be damaged or placed outside,

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.

- j) Decorations, signs etc. may not be affixed with staples, nails, screws etc, except in the designated strapping. Plastic "push pins" are allowed. Custodians must approve decoration installations to ensure that the facility is not damaged.
- k) 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 custodian must approve the placement and use of candles and heat sources.
- l) Fireworks, sparklers, and campfires are strictly forbidden on the Property.
- m) No smoking nor 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.
- n) 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. For Friday events, all vehicles must be removed by 7 a.m., to avoid interference with the Saturday Farmers' Market. Vehicles left on-site beyond these times may be towed at the owner's expense.
- o) All items: foods, dishes, liquor, 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 equipment, if being picked up by the company, must be removed by the rental company by 10 a.m. of the day following the rental. For Friday events, all items must be removed by the end of the rental period to avoid interference with the Saturday Farmers' Market.
- p) As part of the property rental agreement, the Lessee must name two designated on-site contacts who will be responsible for the function. A contact must meet with the custodian at the beginning of the function to review regulations, and must be available at the end of the event to work with the custodian to ensure that all required cleanup is suitably addressed. The custodian may contact this person prior to the event to review rules.
- q) Failure to meet these terms & conditions will result in shutting down the event early (before scheduled end time), loss of part or all the \$500 event deposit, and /or HBA staff or volunteers calling 911 for support.

## 8. SIGNATURES

\_\_\_\_\_ (initial) I have read, understand and agree to abide by Section 7. Terms and Conditions 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:
Custodian:

## 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	Cheque #	HBA Receipt #
Rental Fee Payment \$ _____	<input type="checkbox"/> Date due: _____	Paid by <input type="checkbox"/> Cash or <input type="checkbox"/> Cheque	Cheque #	HBA Receipt #
Event Deposit refund	<input type="checkbox"/> Date Requested:	Amount to refund:	Cheque #	Date Mailed:
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	