**Schedule A**

**Conditions of Hireage**

1. **GENERAL**
	1. All rentals will be charged a Refundable Bond of $250, refundable after inspection.
	2. Inspections will be conducted by CIIC Facilities and CISNOC as soon as practicable after every event to confirm conditions of the facilities after use.
	3. Refund claims must be provided to the Cook Islands Investment Corporation via email to ciic.accounts@cookislands.gov.ck with the following information:
		1. Booking reference number
		2. Client contact information
		3. Account details: Bank, account number & name. Personal accounts will receive further scrutiny. CIIC staff will advise on a case-by-case basis.
		4. Written confirmation from CISNOC that facility was left in the same condition it was received.
	4. Payment of hire / rental MUST be made prior to the utilization of the facility and surrounding areas by the Hirer / User to the Cook Islands Investment Corporation.
	5. Where a fee is involved the user agrees to pay a deposit of $\_\_\_\_\_\_\_\_\_\_\_\_\_\_ within five business days of the execution of this Agreement. This will hold the date of the above noted field usage. The deposit is non-refundable and non-transferable. If the user cancels the event, the user shall forfeit the deposit. Cancellations must be received \_\_\_\_\_ business days prior to event date, or no refund of the facility use fee will be provided.
	6. All bookings are tentative until full payment has been receipted and confirmation given prior to commencement of event, unless arrangements are made with Secretary General Of the Cook Islands Sports & National Olympic or delegated authority.
	7. All bookings are subject to a “Bumping Policy”, meaning, that the Secretary General of CISNOC or his/her delegated authority has the right to decline any booking deemed unfit, meaning:
		* payment not received and no approval given for the use of the facility
		* the hirer in a previous agreement has violated the terms and conditions of the agreement and rental.
		* any other concerns deemed worthy.
	8. All bookings must have a nominated contact and or Event Manager
	9. Any hirer / user intending to sell or provide alcohol during any event at facility (including all surrounding areas) MUST first seek written authorization from the Cook Islands Sports & National Olympic Committee (CISNOC)
	10. The Secretary General of the Cook Islands Sports & National Olympic Committee reserves the right to move or terminate any bookings as per the Terms & Conditions of hire.
2. **USER CATEGORIES**

The following categories of facility users have been established to provide guidelines for scheduling:

* 1. Category I

General Public, Schools, Churches

* 1. Category II

National Federations, National Teams, High Performance Athletes, Community Groups

* 1. Category III

Commercial Events

1. **RENTAL CHARGES AND FEES**

Charges for use of Sports Facilities will be based on the following:

* 1. *Category I*

If the facility is being used with no participation/spectator fees, no room/space rental fees shall be charged for regularly scheduled programmes, school sporting events, recreational sports and fitness activities, or open gym programmes. No custodial fees or staff fees will be charged provided that the activities occur during regular building hours and the events require no special set-up.

In the case of the facility being used for programmes, events or activities that require each participant/spectator to pay a fee, a rental fee will apply. No custodial or staff fees will be charged provided that the activities are during regular building hours and the events require no set up.

Fee packages are itemised in Schedule B.

* 1. *Category II*

If the facility is being used with no participation/spectator fees, no room/space rental fees shall be charged for regularly scheduled programmes, National Championships, team meetings, Recreational Sports and Fitness activities, or open gym programmes. No custodial fees or event staff fees will be charged provided that the events occur during regular building hours and the events require no special set-up.

If the facility is being used with no participation/spectator fees, no room/space rental fees shall be charged for regular season sports competitions. Fees may be assessed for custodial and event staff.

No room/space rental fees shall be charged to users if groups do not charge admission or assess fees. Fees may be assessed for custodial and event staff.

When admissions, or fees exist, even if they are meant just to cover costs, a rental fee will be charged. Fees will also be assessed for custodial and event staff.

Failure to comply with rental/use agreement terms and conditions may result in the loss of rental privileges

Fee packages are itemised in Schedule B.

* 1. *Category III*

Not-for-profit events shall be charged hourly or daily rental fees. Fees will also be assessed for custodial and event staff required.

For-profit events such as Raro Sevens, Netball in Paradise and other sporting events, concerts or trade shows will be charged full daily rates that will include custodial and event staff fees if required.

Rental rates for long term events and/or special circumstances may be arranged with the CISNOC Secretary General or his delegated nominee.

A current rental rate schedule will be maintained and available to all interested parties.

Failure to comply with rental/use agreement terms and conditions may result in the loss of rental privileges.

Fee packages are itemised in Schedule B.

1. **SCHEDULING PRIORITIES**
	1. Scheduling will work on a first come first served basis.
	2. Exceptions:
		* National Team Practices and events
		* National Championships
		* Special Annual Category I Events
		* Special Category II Events administered by CISNOC
		* Cook Islands Government events

Additional exceptions may be made by the CISNOC Secretary General or his delegated nominee.

* 1. All exceptions are to be negotiated with the CISNOC Secretary General and may take priority over other scheduling requests.
	2. Bookings made at least one month prior to the event or earlier will take precedence over later bookings. Bookings made one – two weeks prior to the required dates of hire will not take precedence over those already made.
	3. The CISNOC Secretary General reserves the right to accept/deny any requests for use of facilities.
1. **FACILITY USE RULES**
	1. Access to the facilities shall be agreed upon between CISNOC and Hirer prior to the commencement of the event. Date and Time of Use:

User shall be permitted to use the Facility on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ between the hours of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ am pm and \_\_\_\_\_\_\_\_\_\_\_\_\_ am pm (the “Event Date”) only.

* 1. The user agrees to abide by the conditions set down in this agreement for the use of the facility.
	2. Access and Event Times:

The facility access and use must be within the time specified above. Date and use times include individual/organization preparation, decorating, and or rehearsal time, as well as time after the event to remove decoration, user equipment, and other items.

* 1. This user agreement is for the designated facility only.
	2. The user agrees to:
		+ - leave the facility in a clean and tidy condition after use - dispose of all waste in designated recycling bins provided. No dumping is permitted, including personal trash or yard waste.
			- not permit vehicles are permitted on the grass area or paths at the National Stadium.
			- ensure children twelve years of age and younger are always supervised by an adult.
			- sweep, clean up any spillage by application of appropriate cleaning liquids and agents and leave the toilet facility in or adjacent to the facility in a clean and sanitary condition.
			- replace paper supplies as required and provide sanitary bins.
			- ensure that the premises are in the same condition as at the commencement date, except for fair wear and tear and all keys returned to CISNOC. Should the facility not be left in a proper manner by 9.00am the morning following the use of the grounds, CISNOC may seek to recover costs
			- maintain and keep in good condition, and returned to the correct position at the end of the hire period, any equipment used in the facility.
			- ensure that nothing is to be erected on the track or playing field without the authorization of CISNOC.
			- make provision for the removal of garbage after or during the event to ensure that the grounds and surrounding areas are clean and tidy.
			- ensure CISNOC Staff always have free access and entry to the facility.
	3. In the event the application is for seasonal use or a school term, the organization shall provide CISNOC with a complete schedule of all games and practices to be played at the facility. CISNOC reserves the right to restrict usage.
	4. In the event a priority event, identified in this agreement, conflicts with an organisation’s use of the facility, the priority event shall have preference and the conflict will be resolved by the organization’s rescheduling its use of the facility.
	5. CISNOC shall have the absolute right and discretion to cancel this agreement and any permission granted to the organization to use the facilities in the event the organization fails to fully satisfy the rules set forth in this agreement, provided CISNOC has given written notification to the organization of the specific rule infraction(s) and a reasonable time to correct any infraction(s) prior to cancellation.
	6. All sports facilities and buildings managed under this agreement are smoke free. SMOKING is NOT permitted in any facility or surrounding areas under any circumstances.
1. **Liability**
	1. CISNOC will not be liable for failure to honour an agreement for use of the facility because of:
		* An act of God.
		* Condition of the facilities
		* conditions beyond the reasonable control of CISNOC including by not limited to, the commandeering of the facility by law e.g. by Te Marae Ora (TMO) or Emergency Management Cook Islands (EMCI)
	2. Liability of CISNOC shall be limited to:
		* Providing a mutually satisfactory alternate date and/or time for the event or activity scheduled under this agreement.
		* Refund of any monies received by CISNOC from the organisation because of a specific agreement
	3. The User accepts full and complete responsibility for:
		* any loss of or damage to any personal property (including money, jewellery & credit cards)
		* property on hire or loan
		* any contents stored at the facility, prior to, during and after time of hire
		* all damages to the property and equipment that occurs during the period of hire, and all costs associated to the damages will be charged to the hirer / user.
		* improper clean-up which will result in the user being charged for a full clean-up.
	4. To keep the premises in good condition, except for fair wear and tear. In that regard the user will:
		* not make structural repairs, alterations, or additions to the premises. Alterations to the field/facility are prohibited without prior approval. This may include such things as hanging signs, erecting backstops, placing goals, using masking tape on walls and floors, etc.
		* store any equipment in a safe manner
		* obtain the relevant approval for the erection of any signs within or outside the facility, during event
		* not remove equipment belonging to the facility from the facility or loan to any individual or organization unless prior approval by CISNOC has been granted.
		* obtain the necessary permits for activities requiring liquor, fireworks permit, entertainment license in addition to approval from CISNOC.
	5. Gambling of any kind is not permitted at all facilities.
	6. No animals are permitted at the Facility, except for guide dogs. Notice must be provided in advance to CIIC staff prior to arrival.
	7. Appropriate gym shoes are required for all activities at the Indoor Stadium and the Indoor Arena.
2. **SECURITY**
	1. The hirer / user must make sure the facility is secure prior to departing, failure to do so will result in the hirer / user being denied entry or further use of the facility.
	2. The hirer / user will be required to provide security services during an event for crowd control purposes or to monitor concerns or issues if they have crowds more than 100 people. In such cases the hirer / user and the CISNOC Secretary General or his/her delegated authority will agree on the number of security personnel required for the event.
	3. For the safety of fans, spectator, players, officials, the user / hirer will ensure no prohibited items be allowed into the stadium. Prohibited items include but are not limited to:
	* Alcoholic beverages
	* Weapons of any kind
	* Glass containers of any kind (bottles, jars, glasses, etc…)
3. **HEALTH & SAFETY**
	1. All exists must be always kept clear to allow for emergency services when the need arises.
	2. The hirer / user must be familiar with and abide by the specific health and safety requirements of the stadium and its surrounding areas, including the monitoring and upkeep of the toilet facilities within the venue during the period of hire.
	3. All those who hire the facility must have a certified person in First Aid at all events. CISNOC accepts no responsibility for injuries relating to sporting activities caused during any event.
	4. The user is responsible for the safety and conduct of its participants and spectators. Users will report all injuries resulting from activities (other than those directly related to sporting events) to CISNOC within 24 hours where this is reasonably achievable.
	5. Users agree to report any concerns they have that might impact on the safety of any persons in and around these facilities.
	6. The user will see that the facility is not misused or abused, that there is always proper adult supervision, that the facility is used in conformity with all policies and regulations of the property, and that all other terms is adhered to and followed.
	7. The user will co-operate with CISNOC by complying with all health and safety initiatives & directions and report to CISNOC any incidents or damage to property (Phone: 24095 or CISNOC’s After Hours Service on 70998 in an emergency) within 24 hours of it occurring.
4. **SALE of ALCOHOL**
	1. Alcohol is not to be sold or consumed within the Stadium or surrounding areas unless approval in given by the CISNOC Secretary or his/her delegated authority upon receipt of the appropriate liquor licence.
	2. Alcohol will only to be sold in designated areas as approved by the CISNOC Secretary or his/her delegated authority.
	3. The user/hirer is responsible for obtaining the required liquor licencing where required
	4. the Hirer / User is responsible for ensuring all licencing requirements are abided by and that all sale and consumption of Alcohol is monitored and always observed
5. **RESPONSIBILITY PARTY & EVENT COORDINATING DEADLINE**
	1. The person(s) who completes and signs this agreement shall be the responsible party.
	2. The responsible party shall coordinate all event details with CISNOC and agrees to complete this coordination no later than \_\_\_\_\_ days prior to the event date.
	3. The Responsible Party must be the host and in attendance throughout the event.
	4. The Responsible Party shall take all reasonable actions to assure event safety, to prevent damage to the Facility and equipment, and to see that these conditions and other policies and regulations, outlined in this Agreement are met.
6. **LIABILITY WAIVER**
	1. The user, group, and/or Federation utilizing the equipment or facility under the terms of this agreement, agrees to indemnify and hold harmless and defend CISNOC, its board, management, and employees from any and all claims resulting from injuries, including death, damages, and losses including, but not limited to the general public, which may arise or may be alleged to have arisen out of or in connection with the applicant, group or leagues’ use of the equipment of facility

I hereby acknowledge that I have read and understood the terms and conditions as provided in this schedule and I agree to all of the terms.

Signature Date

**Schedule B**

**User Fee Packages**

**Categories I and II**

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| --- |
| FACILITY PACKAGE 1 |
|  | Hourly Rate  |
| With Lights  | No Lights  |
| **National Stadium** (No Extras. Facility as is) | $ 120.00 | No charge  |
| **National Stadium** (with door charge / ticket sales) | $ 200.00 | $ 80.00 |
| **Indoor Arena** (No Extras. Facility as is) | $ 30.00 | No charge  |
| **Indoor Arena** (with door charge / ticket sales) | $ 80.00 | $ 30.00 |
| FACILITY PACKAGE 2 |
| Facility Package 2 rates are daily rates on top of the total for Facility Package 1. (set up to be done by user). |
|  | Daily Rate |
| **National Stadium**Up to 50 ChairsUp to 2 TablesUse of Bathrooms | $ 50 |
| **Indoor Arena**Up to 50 chairsUp to 2 tablesUsage of scoreboardUse of bathrooms | $ 50 |
| FACILITY PACKAGE 3 |
| Facility Package 3 rates are daily rates on top of the total for Facility Package 1. (set up to be done by user). |
| **National Stadium**Up to 100 ChairsUp to 4 TablesUse of bathrooms | $ 70.00 |
| **Indoor Arena**Up to 100 ChairsUp to 4 TablesUse of ScoreboardsUse of BathroomsUse of Speaker and Mic | $ 100.00 |
| FACILITY PACKAGE 4 |
| Facility Package 4 rates are daily rates on top of the total for Facility Package 1. (set up to be done by user). |
| **National Stadium**Up to 200 ChairsUp to 6 TablesUse of bathroomsUse of media roomUse of official’s roomUse of changing rooms | $ 150.00 |
| **Indoor Arena**Up to 200 ChairsUp to 6 TablesUse of ScoreboardsUse of Speaker and MicUse of BathroomsUse of Changing Rooms | $ 100.00 |
|  |
| ADDITIONAL SERVICES |  |  |
| **FIELD MARKING** (Paint and Labour) | $ 300.00 |
| **LOUNGE & KITCHEN (VIP Indoor Arena)**  | $ 50.00 (≤4 hrs) | $ 120.00 (≤8 hrs) |

**Category III**

|  |
| --- |
| FACILITY PACKAGE 1 |
|  | Hourly Rate  |
| With Lights  | No Lights  |
| **National Stadium** (No Extras. Facility as is) | $ 200.00 | $ 80.00 |
| **Indoor Arena** (No Extras. Facility as is) | $ 80.00 | $ 30.00  |
| FACILITY PACKAGE 2 |
| Facility Package 2 rates are daily rates on top of the total for Facility Package 1. (Set up to be done by user) |
|  | Daily Rate |
| **National Stadium**Up to 50 ChairsUp to 2 TablesUse of Bathrooms | $ 50 |
| **Indoor Arena**Up to 50 chairsUp to 2 tablesUsage of scoreboardUse of bathrooms | $ 50 |
| FACILITY PACKAGE 3 |
| Facility Package 3 rates are daily rates on top of the total for Facility Package 1. (Set up to be done by user). |
| **National Stadium**Up to 100 ChairsUp to 4 TablesUse of bathrooms | $ 70.00 |
| **Indoor Arena**Up to 100 ChairsUp to 4 TablesUse of ScoreboardsUse of BathroomsUse of Speaker and Mic | $ 100.00 |
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|  |
| ADDITIONAL SERVICES |  |  |
| **FIELD MARKING** (Paint and Labour) | $300.00 |
| **LOUNGE & KITCHEN (VIP Indoor Arena)**  | $150.00 (≤4 hrs) | $350.00 (≤8 hrs) |