



FACILITY RENTAL PERMIT TERMS AND CONDITIONS

Facility Rental Permit hereinafter referred to as “Rental Permit” between The Corporation of the Town of Halton Hills, hereinafter referred to as the “Town” and the User of the Facility, hereinafter referred to as the “Renter” or Renter(s)”.

1. The Renter as a party to this Rental Permit agrees to compensate the Town for any damage or loss to property or equipment contained within the facility and arising out of The Renters use of the facility.
2. When an incident of bodily injury or property damage occurs, the Renter must provide to the Town a written report of the incident. The Renter must notify the Town when emergency services (911) have been contacted and/or attended the site of any incident.
3. Renter(s) of Town facilities must be the legal age of eighteen (18) years or older to enter into a rental contract and be in attendance at the rental. If the Renter is unable to be in attendance, he/she must delegate his/her responsibility under this rental contract to another person eighteen (18) years or older and notify the Town’s Department of Recreation & Parks (hereinafter referred to as the “Department”) for written consent.
4. The Renter will ensure that all persons in attendance at the event associated with this Rental Permit must conduct themselves in an orderly manner and comply with all Federal, Provincial and Municipal laws, by-laws and regulations. Failure to do so may result in the cancellation of this Rental Permit, at the option of the Town.
5. The Renter will not exchange or give the use of the facility, for the date(s) on this Rental Permit to any other person or group without the written consent of the Department.
6. All property of the Renter and its participating members and guests must be removed after the permit time has expired unless special arrangements for storage are made with the Town.
7. This permit may be pre-empted at any time by the Department to use the facility for a specific purpose and/or for emergency maintenance. Whenever possible, notice will be given 48 hours in advance of pre-emption.
8. The Town is not responsible or liable for any costs for failure in supplying the facility due to circumstances beyond its control (examples: hydro failure, pool fouling, etc.). In such cases, consideration will be given for reimbursement in part or in full for non-use.
9. The Renter agrees to pay any costs for maintenance over and above the normal cleaning that might be required to return the facility to the same condition it was found, prior to the rental. The Renter further agrees to place all refuse in garbage bags or receptacles and non-compliance can also result in additional cleaning costs to the Renter.
10. In the case where the approved hours and capacity stated on another Agency Permit (i.e. L.L.B.O. permit) conflict with the Facility Permit, the later commencement time, earlier termination time and lower capacity will take precedence.
11. The Renter must sign and return a copy of the Rental Permit to the Town at least 14 business days prior to the date of the rental. A facsimile copy of the Renter’s signature shall be sufficient and binding.
12. The Rental Permit may be executed in any number of counterparts with the same effect as if all parties had signed the same document. All counterparts shall be construed together, and shall constitute one and the same Rental Permit.
13. The Town booking of school facilities is subject to terms under the Board(s) of Education Reciprocal Agreement including payment, changes to permits and cancellations.



14. INSURANCE REQUIREMENTS

a) No alcohol beverages being served

The Town requires the Renter to carry commercial general liability insurance in the amount of two million dollars and to provide the Town with proof of insurance coverage naming the Town as an additional insured. Additional insurance coverage may be required for other activities wherein other authorities have jurisdiction such as filming, licenses. If other authorities have jurisdiction the Town requires confirmation of their general liability insurance in an amount agreed to by the Town but not less than two million dollars and to provide the Town with proof of insurance coverage naming the Town as an additional insured.

b) Alcohol beverages being served

The Town requires the Renter to carry commercial general liability insurance in the amount of five million dollars, and to provide the Town with proof of insurance coverage naming the Town as an additional insured. Confirmation of coverage must also include a Host Liquor Liability endorsement. (Refer to Municipal Alcohol Procedures – Section 2.10 for complete details)

c) Higher Risk Activities i.e. firework displays, inflatable apparatuses, high risk sport activities, amusement rides, events with livestock, events on Regional roads.

The Town requires the Renter to carry or cause to be carried general liability insurance in an amount of not less than five million dollars and to provide the Town with proof of insurance coverage naming the Town as an additional insured. Confirmation of coverage must include that all activities are insured up to the full policy limits.

The Town reserves the right to request such higher limits of insurance or other types of policies appropriate to this Rental Permit as the Town may reasonably require.

If purchasing liability insurance through the Town, please note that ProSight insurance has a \$1000 deductible for bodily injury and property damage. Game Day insurance has a \$500 deductible for bodily injury, property damage and legal expense.

15. ALCOHOLIC BEVERAGES

The sale and/or consumption of alcoholic beverages without the proper licence or permit is strictly forbidden at all facilities and park locations owned and/or controlled by Town of Halton Hills. The Renter(s) of Town facilities must be nineteen (19) years or older to obtain a Special Occasion Permit for the provision of alcohol. Failure to comply with the L.L.B.O. regulation, the Town Parks By-law #01-108 and approved Municipal Alcohol Risk Management Policy and Procedures ([Policy attached](#)) ([Procedures attached](#)) will result in the immediate cancellation of this permit and notification to the proper authorities. Proof of SOP (Special Occasion Permit) must be submitted to the Department for any event that will include alcohol. Such events must be in full accordance with the requirements of the Town's Municipal Alcohol Risk Management Policy. The Town requires confirmation that all persons serving alcohol are Smart Serve trained.

The Renter is required to provide monitors sufficient to effectively monitor the entrances and exits. A list of those monitors must be presented to the Town.

The Renter understands that if any member of his/her team/group/league contravenes regulations of the Liquor Licence act of Ontario and /or the Alcohol Policy in these facilities or areas, a registered letter of warning will be issued advising of the policy violation and indicating that no further violations will be tolerated. Independent action may be taken by the Halton Regional Police Service or the Liquor Licence Board at their discretion.

The Renter understands that if any member of his/her team/group/league contravenes the Liquor Act of Ontario and/or the Alcohol Policy for a second time within one year of receiving a warning, our learn/group/league will forfeit its Alcohol Policy compliance deposit and will be suspended from using



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the facility or area for a period of one week. Should our use of the facility or area be infrequent, a parallel level of suspension will be applied by Recreation and Parks.

The Renter further understands that if a third violation of the Liquor Licence Act of Ontario and/or Alcohol Policy occurs, my team/group/league will be suspended for a minimum of one year. I will not allow anyone to compete or otherwise participate in our activities if I suspect he or she is impaired by alcohol or may otherwise be incapable or participating safely. Prior to the use of these facilities, I will provide the Town of Halton Hills with the names and addresses of the team captains or other relevant contact persons(s) so that a brochure outlining the Alcohol Policy can be sent to them.

16. SECURITY

The Town reserves the right to place police supervision or approved security staff at any event at the expense of the Renter. Prior to the date of the event the Town will notify the authorized representative(s) if police/security staff is required. The Town reserves the right to require a security deposit for any event. Entitlement to a refund of the security deposit and the amount of any such refund will be considered during the week following the event.

The Town and its agents reserve the right and authority to enforce the rules and regulations of the facility and to refuse admission to any person or groups who are not in compliance with same.

The name of the contact person(s) for the event must be presented to the Town's staff or Security staff that is on duty at the time of the event.

The number of persons using the facility must not exceed its approved capacity.

17. SMOKING REGULATIONS

All persons attending the function(s) specified by this Rental Permit must observe No Smoking Regulations where applicable. There is "No Smoking" permitted in Town owned facilities as written in By-law No. 2003-0050. No person shall smoke within nine (9) metres from any entrance or exit of a municipally owned or leased building as written in Halton Region By-law No. 24-09.

18. PAYMENT

Rental fees are to be paid to the Department at least fourteen (14) business days prior to the rental date. For all occasional or commercial renters, a minimum 25% non-refundable deposit of the rental fee is required at the time of booking. Full payment is required at the time of booking for permits issued within fourteen (14) business days of the rental date. In all cases, if payment is not received prior to the rental date, or returned as non-sufficient funds, the Town reserves the right to cancel the rental and any future rentals until payment is received. **An interest fee of 1.25% per month will be applied to any outstanding balance after 30 days.**

19. OVERDUE ACCOUNTS

The Town may refuse use of any Town program(s) or service(s) until the overdue Town of Halton Hills account(s) have been paid in full.

20. CANCELLATIONS

Recreation and Parks must be notified in writing of cancellations to rentals three (3) hours or less at least fourteen (14) business days in advance. Seasonal playoff schedules may be exempt. For rentals more than 3 hours, thirty (30) business days written notice in advance is required. A refund, less any non-refundable deposits or administration fees being charged, will be given. No refunds issued for cancellations requested past the required notification deadlines.

The Department reserves the right to cancel this rental should there be a breach of the terms and conditions or should the Department determine that the premises are not being used for the purpose contained herein.



21. CANCELLATIONS FOR ICE AND FLOOR

There are zero cancellations allowed between the designated start and end of a Registered Organization's regular season. Facility staff will meet with registered groups to confirm schedules along with season start and end dates prior to finalizing permits. Organizations must submit their regular season dates with the request form.

Any cancellations received from Registered Organizations during the pre-season require 30 days' written notice and is subject to a 25% surcharge.

Any cancellations received from non-registered groups and individuals require 30 days' written notice and are subject to a 25% surcharge.

The Town will accept 48 hours' notice after Feb. 28th for playoffs for competitive teams.

22. CHANGES

The Town may adjust the amount of the rental fees if information provided by the Renter changes or was incorrect.

The Renter must notify Recreation and Parks in writing of any changes to a rental at least fourteen (14) business days in advance. No administration fee will be levied for adding additional dates/times or transferring to other dates/times. However, an administration fee may be charged for making excessive changes.

23. PROHIBITED ACTIVITIES

No Renter(s) shall in any Town indoor or outdoor facility, under any circumstances, engage in any of the following activities without the receipt of permission from the Town.

- a. Parking of vehicles outside of designated parking areas
- b. Make changes or alterations to the facility
- c. Post or display offensive material
- d. Use open flames (includes sparklers) except for small cake candles and candles in containers that are approved by the Town
- e. Use pyrotechnics or fog machines
- f. Play any game of chance without obtaining a lottery scheme license as outlined in the *Criminal Code*.
- g. Inappropriate activity as determined in the sole opinion of Town staff
- h. Any activity that is not part of this Rental Permit and has not been disclosed to/approved by the Town.

24. INSPECTION OF FACILITIES PRIOR TO USE

The Renter must inspect the facility prior to use to ensure safe conditions. The Renter shall not use a facility if it is unsafe, and must ensure that no person in The Renter's group shall use the Facility if it is unsafe. The Renter must immediately report any unsafe condition to the Town. The Renter acknowledges that the Town has not provided any representation or warranty or other assurance regarding the suitability of the facility for use by the Renter.

25. INDEMNIFICATION

Town of Halton Hills shall not be liable for bodily injury, personal injury, property damage, or any other type of loss or other liability with respect to the loss or theft of clothing or equipment belonging to the Renter, its representatives, participants, or anyone attending on the invitation of the Renter. As part of the consideration for the Town renting this facility to me/my group, on behalf of myself, my organization, its members and anyone attending by invitation, I agree to protect, indemnify and save harmless the Town, its servants and agents from and against all claims for damage, loss or injury, by whomsoever made or brought, in respect of any costs, losses, damage or injury arising out of the Renter(s) use of the facility.