

RENTAL AGREEMENT - OUTDOOR SPORTS FIELDS PERMIT

TERMS AND CONDITIONS

1. **Indemnity** - The Corporation of the City of Brampton (the "City") shall not be responsible for the death, personal injury or for the damage, loss or theft of property of, the Permit Holder or any individuals attending at the Facility howsoever arising or occurring.
2. **Indemnity** - The Permit Holder agrees to indemnify, and keep indemnified, and save harmless, and release the City and each of its elected officials, employees, officers, servants and agents, from and against all actions, suits, claims, executions, proceedings and demands, which may be brought or made upon the City, in respect of any costs (including reasonable legal fees), expenses, loss, damage or injury (including death), occasioned wholly or in part by any negligence or acts or omissions by the Permit Holder, their officers, agents, employees, volunteers or others for whom they are responsible at law, arising out of any cause whatsoever, either direct or indirect, through its use of the Facility, or in connection with this Rental Agreement.
3. **Property Brought into Facility** - The City is not responsible for any property or items brought into or onto the Facility at any time.
4. **Non-Refundable Deposit and Balance** - A 20% non-refundable deposit is required for all bookings. The Rental Agreement balance is required 30 days prior to the use of the Facility. Failure to comply with this prepayment requirement shall result in the prohibition of the use of any unpaid dates or times at the Facility.
5. **Deadline for Agreement and Non-Refundable Deposit** - Failure by the Permit Holder to return this Agreement signed and with the applicable non-refundable deposit within 10 days of the Agreement being issued to that person will result in cancellation of the reservation of the Facility.
6. **Cancellation by Permit Holder** - The Permit Holder must notify the applicable Department representative in writing two weeks in advance of any cancellation. Failure to do so will result in forfeiture of the full amount paid to the City. Refunds requested in accordance with this clause will be made up to 80% of the contracted price, at the discretion of the Department representative.
7. **Cancellation by City** - The City reserves the right to cancel this Rental Agreement without notice or reimbursement should there be a breach of any conditions or regulations related to the use of the Facility or should the Department be of the opinion that the premises are not being used for the purpose specified on the Rental Agreement attached, or for emergency purposes, or if the use poses a safety risk or may in any way conflict with the policies or reputation of the City.

The City also reserves the right to cancel any booking without cause, on short notice for certain purposes, including, but not limited to, special events, conflicting bookings, bookings made under a false pretence, or mechanical problems. The Permit Holder agrees that upon such cancellation there will be no claim or right to any damages, or reimbursement on account of any loss, damage, or expense whatsoever.

8. **Insurance** - The City will require the Permit Holder to obtain and carry comprehensive general liability insurance, at their own expense, with an inclusive limit of not less than \$2 million per occurrence (\$5 million for high risk category activities or an amount deemed appropriate by the City of Brampton) against all claims for personal injury, including injury resulting in death, and property damage, and to provide the City with proof of insurance coverage upon request. This insurance will be carried for the entire rental period and will have "The Corporation of the City of Brampton" shown as an additional insured on the policy. Such policy would have to be with an insurer that has a rating, which meets the requirements of the City's policy on insurance. If such policy is cancelled, changed or materially altered in any way that would affect the City, prior written notice by registered mail will be given by the Permit Holder's insurer to the City's Risk

Management and Insurance Division. The City reserves the right to request such higher limits of insurance or other types of insurance policies appropriate to this Rental Agreement as the City may reasonably require.

<http://www.brampton.ca/en/Business/insurance/Pages/welcome.aspx>

9. **Applicability of Agreement** - Rental Agreements are valid ONLY for the Permit Holder to whom they are issued, and for the location, date and time specified in the Rental Agreement form attached and may not be changed or altered, unless such alterations or additions are approved in writing by both the Permit Holder and a representative of the Department. Rental Agreements are non-assignable and non-transferable. Failure to comply with this provision may lead to immediate termination of this Rental Agreements.
10. **Valid Rental Agreements** - Rental Agreements are not valid unless signed by the Commissioner or designated Department representative. The Permit Holder must be prepared to present a valid Rental Agreement at any time during hours allotted for use of Facility.
11. **No Smoking** - In accordance with Region of Peel By-law 14-2005, as amended, all recreation facilities in the City of Brampton are smoke free. Smoking within any portion of the Indoor Facility is STRICTLY PROHIBITED.
12. **Conduct of Permit Holders** - The Permit Holder shall be responsible for the conduct and supervision of all persons admitted to the Facility and surrounding area, including parking areas, in connection with this Rental Agreement and shall see that all obligations contained in this Rental Agreement are strictly observed. The Permit Holder is responsible to ensure that all participants in evening events leave the Facility and surrounding areas, including parking areas in a prompt and quiet manner so as to minimize noise and other annoyances to nearby residents. Vandalism, littering or the use of abusive language on or near the Facility shall be just cause to cancel this Rental Agreement and/or deny further Rental Agreements.
13. **Payment for Damages** - The Permit Holder shall pay for all damages to the Facility or any City or other property arising from the use of the Facility where the Permit Holder or those in attendance in connection with this Rental Agreement is deemed responsible for such damage by the Department Commissioner or his/her designate.
14. **Clean Up of Facility** - The Permit Holder is responsible for leaving the Facility in the same condition as it was when they entered onto it, including the proper disposal of all litter. The Permit Holder acknowledges that the Facilities are intended for the use and enjoyment of the public and it is its responsibility to help ensure it is a clean, safe environment for all. Failure to comply with this clause to the satisfaction of the Department may result in additional charges for maintenance or the refusal of future Rental Agreements.
15. **No Alterations of Facility** - The Permit Holder (nor any person in connection with the Permit Holder) may not make any alteration, change, addition, or repair to the Facility, without the prior consent of the Department Commissioner.
16. **No Advertising** - The Permit Holder shall not in any fashion advertise any event or thing in or in relation to the Facility without the prior consent of the Department.
17. **Music** - The Permit Holder is responsible for any fees established by the Society of Composers, Authors, and Music Publishers of Canada (SOCAN) for music played at an event at the Facility. These fees will be payable to the City at the time of booking.
18. **Sound Systems & Food/Beverage Vendors** - The use of any apparatus or mechanism for the amplification of sound of any description or the sale or giving away of food, beverages, or goods by the Permit Holder is STRICTLY PROHIBITED, unless authorized in writing by the Department Commissioner or his/her designate.

19. **Media** - The Permit Holder agrees to contact the Department representative if it is anticipated that media will attend at the Facility during an event during the time stipulated in this Rental Agreement.
20. **No Admission Fee** - No admission fee shall be charged by the Permit Holder or any invitee of the Permit Holder, unless authorized by the Department.
21. **Adherence to Laws** - The Permit Holder shall abide by all City of Brampton By-laws and all applicable legislation and regulations of the province of Ontario as they pertain to the use of the Facility.
22. **Alcohol** - The Permit Holder shall obtain written approval from the Department Representative, prior to obtaining a liquor license, if alcohol will be consumed and/or sold on City property and shall abide by any conditions indicated in such written approval. The Permit Holder shall comply with the Liquor License Act (and be the issuee of any alcohol permit) and any other applicable laws and municipal policies and/or by-laws in force, or that may come into force, at any time, dealing with alcohol consumption and/or sale on City property. The Permit Holder acknowledges that failure to comply with this provision, or in the Department Representatives opinion, if the behaviour of the Permit Holder or any of its invitees is unacceptable with respect to alcohol consumption and/or sales, these actions could result in the immediate cancellation of this Rental Agreement and any other recourse available to the City. It is the responsibility of the Permit Holder to obtain copies of any municipal policies and/or by-laws from the Department Representative and read and abide by them. The Permit Holder agrees that it shall be responsible for any and all injuries, damages, and/or fines arising from failure to adhere to this provision.
23. **Police Supervision** - The City reserves the right to require police supervision at any event at the expense of the Permit Holder. The City will notify the Permit Holder if police presence is required, prior to the use of the Facility.
24. **Dressing Rooms** - Dressing rooms shall be allotted by the applicable Facility staff and must be vacated within 30 minutes after the permitted time.
25. **Vacating Premises** - It is the Permit Holder's responsibility to see that the Facility and all related grounds are promptly vacated quietly at the time specified on the Rental Agreement attached. An overtime charge will be applied if the Permit Holder or anyone in connection with the Permit Holder or this Rental Agreement uses the Facility or any related area after the time indicated in the Rental Agreement attached.
26. **Removal of Property** - All property, belongings, and items of the Permit Holder and anyone in connection with the Permit Holder or this Rental Agreement must be removed from the Facility and all related areas immediately when the time indicated in the Rental Agreement expires, unless special arrangements have been made with the Department for storage of such items. If special arrangements are made in writing with the Department representative for storage, the terms of such storage will be determined at that time and the City will require, among other requirements, that the Permit Holder obtain content insurance for the items to be stored. The Permit Holder acknowledges and agrees that the City shall not be responsible in any way for any items left on City property, if items are left without special permission from the Department representative.
27. **No Additional Equipment** - The City is not responsible for providing the Permit Holder or others in connection with the Permit Holder with any equipment or other items.
28. **Parking** - Permit Holders and all invitees or others in connection with this Rental Agreement must use the parking areas where they are provided, and the Permit Holder is responsible for such compliance. Vehicles must not, in any circumstances, be driven onto walkways or grassed areas. Any alternative parking arrangement must be confirmed through the issue of a special permit through the Department.
29. **Severability** - If any provision of this Rental Agreement shall be found to be or be deemed illegal or invalid, the remainder of the permit shall not be affected thereby.

30. **Laws of Ontario** - The validity and interpretation of this Rental Agreement and of each clause and part hereof, shall be governed by the Laws of Ontario.
31. **Entire Agreement**- It is agreed that this Rental Agreement embodies the entire agreement of the parties hereto with regard to the matters dealt with herein, and that no understandings or agreement, verbal or otherwise, exist between the parties except as herein expressly set out.
32. **Affiliation Policy** - Be advised that the Department provides a level of security for all youth groups operating under the Affiliation Policy by agreeing not to recognize the formation of any other group which is formed for essentially the same purpose, unless the existing youth group is in agreement or cannot meet the overall demand for its services, as determined by the Department. Therefore, Rental Agreements for Facilities under the permitting jurisdiction of the City are not knowingly issued to any group deemed to be providing essentially the same service as an affiliated group. If it is determined that a group is in conflict with a youth group operating under the Affiliation Policy, the Department reserves the right to cancel the Rental Agreement effective immediately. Any refund shall be determined by the Department Commissioner.
33. **Inspection by Permit Holder** - The Permit Holder understands and agrees that it is his/her responsibility to inspect the Facility and any related surrounding area thoroughly prior to use to ensure safe conditions. The Permit Holder agrees that unsafe Facilities will not be used and that all unsafe conditions will be reported immediately to the Parks Department staff at 416-806-6784 or to the City of Brampton Parks & Recreation Department at 905-874-2665 the next business day.
34. **Safety Measures** - The Permit Holder is aware of and agrees to abide by, and ensure any individuals in connection with the Permit Holder will abide by, all applicable safety standards and laws regarding its use of the Facility.
35. **No Future Priority** - The issuance of this Rental Agreement does NOT guarantee the Permit Holder booking priority for future individual or seasonal rentals or the future use of the Facility.
36. **Debt to City** - Permit Holders who owe funds to the City will not be considered for any future agreement requests until their accounts have been paid in full.
37. **Rental Agreement** - The attached Rental Agreement form indicating the dates, times and costs of the Facility rental, shall form part of this Agreement.
38. **Privacy** - The personal information on this form is collected under authority of Section 11 of the Municipal Act, SO 2001, s.25 and will be used for facility rentals administration purposes only. Questions about the collection of personal information should be directed to the Brampton Freedom of Information and Privacy Coordinator, Clerks Office. 2 Wellington Street W., Brampton ON, L6Y 4R2
39. **Inclement Weather** - In the event of inclement weather, it is the responsibility of the Permit Holder to contact the Department to determine whether the Facility should be used or not. After hours, the Permit Holder will contact the Corporate Call Centre (311 or 905-874-2000). The decision as to whether the Facility can be used will be solely the decision of the Department and it will be made in accordance within the criteria of the City's outdoor sport facility rainout policy, including, but not limited to visual ponding on the field. No activities can be conducted on the field that is considered unusable.