

Facility Rental Contract Terms and Conditions

Facility Rental Contract hereinafter referred to as “Rental Contract” 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. For community organizations, clubs and businesses, the Renter must obtain and maintain liability coverage that holds the Town of Halton Hills harmless and accepts the possibility of harm, not only from the activity itself, but the added risk of contracting an illness or proof that the participants of the community organizations, clubs and businesses accepts the possibility of harm, not only from the activity itself, but the added risk of contracting an illness.**
- 2. Renter(s) must assume and accept all inherent risks including any risk of damage, loss, injury, death or illness and possible exposure to a communicable disease and be in compliance with any public health directives.**

Without limiting any other term of this Rental Contract, Renter(s) must comply with all applicable provincial order and directives, guidelines of public health authority for the Province of Ontario and Halton Regional Public Health, and, if applicable, return to sport protocols and guidance issued by the national or provincial sport organization.

- 3. The Renter as a party to this Rental Contract agrees to compensate the Town for any damage or loss to property or equipment contained within the facility, which damage or loss arises out of the Renter’s use of the facility.**
- 4. When an incident of bodily injury or property damage occurs, the Renter must provide to the Town a written report of the incident within twenty-four (24) hours to email address rentals@haltonhills.ca. The Renter must notify the Town when emergency services (911) have been contacted and/or have attended the site of any incident.**
- 5. Subject to the provisions of Section 17 below, Renter(s) of Town facilities must be the legal age of eighteen (18) years or older to enter into a Rental Contract and must 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”) to obtain written consent to the delegation.**
- 6. The Renter must ensure that all persons in attendance at the event associated with this Rental Contract 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 Contract, at the option of the Town.**
- 7. The Renter will not exchange, assign, or give the use of the facility, for the date(s) on this Rental Contract to any other person or group without the written consent of the Department.**
- 8. All property of the Renter and its participating members and guests must be removed after the Rental Contract time has expired unless special arrangements for storage are made with the Town.**
- 9. This Rental Contract 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.**

10. 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.
11. 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. Non-compliance can also result in additional cleaning costs to the Renter.
12. In the event that the approved hours and capacity stated on another Agency Permit (i.e. a permit issued under the Liquor License Act) conflict with the Rental Contract, the later commencement time, earlier termination time and lower capacity will take precedence.
13. The Renter must sign and return a copy of the Rental Contract 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.
14. The Rental Contract 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 Contract.
15. The Town booking of school facilities is subject to the terms of the Board(s) of Education Reciprocal Agreement including payment, changes to Rental Contracts and cancellations.
16. **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. The Renter agrees to obtain from such other authorities, and to provide to the Town, 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 clearly provide 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 Contract 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.

To review the full insurance policy for your rental, please select the applicable link:
ProSight (\$2M and \$5M coverage), Game Day \$2M coverage, Game Day \$5M coverage

17. ALCOHOLIC BEVERAGES

The sale and/or consumption of alcoholic beverages without the proper license 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 Regulations under the Liquor License Act, 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 Rental Contract 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 and control the entrances and exits. A list of those monitors must be provided to the Town.

The Renter understands that if any member of his/her team/group/league contravenes regulations of the Liquor License 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 Alcohol Gaming Commission of Ontario, at their discretion.

The Renter understands that if any member of his/her team/group/league contravenes the Liquor License Act of Ontario and/or the Alcohol Policy for a second time within one year of receiving a warning, the Renter's team/group/league will forfeit its Alcohol Policy compliance deposit and will be suspended from using the facility or area for a period of one week. Should the Renter's use of the facility or area be infrequent, a parallel level of suspension will be applied by the Department.

The Renter further understands that if a third violation of the Liquor License Act of Ontario and/or Alcohol Policy occurs, the Renter's team/group/league will be suspended for a minimum of one year.

The Renter must not allow anyone to compete or otherwise participate in the Renter's activities if the Renter suspects he or she is impaired by alcohol or may otherwise be incapable or participating safely. Prior to the use of these facilities, the Renter must 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.

18. 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(s) or group(s) who are not in compliance with same.

The name of the contact person(s) for the event must be provided 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.

19. SECURITY DEPOSIT

The Town reserves the right to require a security deposit for any event. Payment of a \$500.00 security deposit is mandatory for all events serving alcohol as well as all social or leisure events booked in a full hall or on an arena floor. The security deposit will be due to the Department fourteen (14) business days prior to the rental date. Entitlement to a refund of the security deposit will be considered within two (2) business days

after the rental date and will be based on whether the Renter fully complied with the contract Terms and Conditions.

20. SMOKING AND VAPING REGULATIONS

All persons attending the function(s) specified by this Rental Contract must observe No Smoking or Vaping Regulations where applicable as provided by Halton Region By-law No. 40-20. There is “No Smoking or Vaping” of any kind permitted in Town-owned parks or on recreation and community centre property. No person shall smoke or vape within nine (9) metres of any entrance or exit of a Town-owned or leased building.

21. 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 Rental Contracts 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 thirty (30) days.**

22. 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.

23. CANCELLATIONS

Cancellations of rentals of three (3) hours or less require written notification to the Department at least fourteen (14) business days in advance. Seasonal playoff schedules may be exempt. Cancellations of rentals of more than 3 hours require written notification to the Department at least thirty (30) business days in advance. A refund, less any non-refundable deposits or administration fees being charged, will be given. No refunds will be 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.

24. 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 Rental Contracts. Organizations must submit their regular season dates with the request form.

Any cancellation received from a Registered Organization outside of their regular season requires thirty (30) days' written notice and is subject to a 25% surcharge.

Any cancellation received from a non-registered group or individual requires thirty (30) days' written notice and is subject to a 25% surcharge.

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

25. 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 the Department 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.

26. PROHIBITED ACTIVITIES

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

- a. Parking of vehicles outside of designated parking areas;
- b. Making changes or alterations to the facility;
- c. Posting or displaying offensive material;
- d. Using open flames (includes sparklers) except for small cake candles and candles in containers that are approved by the Town;
- e. Using pyrotechnics or fog machines;
- f. Playing any game of chance without obtaining a lottery scheme license as outlined in the Criminal Code;
- g. Any inappropriate activity as determined in the sole opinion of Town staff; or
- h. Any activity not part of this Rental Contract and has neither been disclosed to nor approved by the Town

27. 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.

28. INDEMNIFICATION

Town of Halton Hills shall not be liable for bodily injury, personal injury, or illness and possible, actual or alleged exposure to, or transmission of, a "communicable disease", 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 hereby:

(a) release, waive and forever discharge; and

b) agree to protect, indemnify, hold, and save harmless,

the Town of Halton Hills, its servants, agents and representatives from and against all claims, demands, damages, costs, expenses, actions and causes of action, whether in law or equity, in respect of or in any way related to death, injury, loss, damage or illness and possible, actual or alleged exposure to, or transmission of, a "communicable disease", by whomsoever caused, made or brought, arising out of the Renter(s) use of the facility.

For the purpose of this Contract, "communicable disease" means any disease, virus or contagion, any derivative, mutation or variation of the disease, virus or contagion, including, but not limited to, that designated by any of the following:

- a) A Federal, Provincial or Municipal authority or agency;
- b) A Minister of the Federal, or Provincial Crown;
- c) A person occupying the position of Chief Medical Officer of Health (or similar position) of a Province or Municipality;
- d) The World Health Organization; or
- e) The Centre for Disease Control of Canada or Ontario.

For greater clarity, "communicable disease" includes, but is not limited to, the following diseases, viruses or contagions:

1. Coronavirus disease (COVID-19);
2. Severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2);
3. Ebola;
4. Avian Influenza (Avian Bird Flu); and
5. Legionella (Legionnaire's Disease).