

Rental Contract Conditions & Regulations

General Information

- As used below, "Rental Contract Holder" or "You" means the individual or user group who has signed the Recreation Services Rental Contract to which these Rental Contract Conditions & Regulations are attached (collectively the "Rental Contract"). Capitalized terms not defined below have the meanings provided on the cover page of the Rental Contract.
- You may only use the Facility/Equipment during the use, location, date and time specified in the Rental Contract (changes and Contract assignment need to be pre-authorized in writing by the City).
- In the case of a dispute, Recreation Services' copy of the Rental Contract will take precedence.
- Bouncy Castle's are not permitted in any City of Vaughan indoor facility.
- Key deposits are \$100.00 per key and are fully refundable when returned (keys must be returned within 2 business days of the last Rental Contract End Date or when no longer need for a Facility, whichever is sooner).
- Those under the age of 18 must be supervised by an adult and/or Rental Contract Holder at all times.

Rental Contract Holder:

- Must be a minimum of 18 years of age at the time of booking and present in the permitted Facility during the permitted times
- Is responsible for any charges related to extended use of Facility past permitted hours or overtime.
- Should provide their own first aid supplies, have group members trained in Emergency First Aid and CPR, be familiar with the proper evacuation procedures and respond accordingly in an emergency.
- Is responsible for Facility and City of Vaughan property that is lost, stolen or damaged during the rental period.
- Is responsible for the conduct and supervision of all of its guests, invitees and others for whom Rental Contract Holder is responsible for at law ("Guests"), and shall ensure all terms contained in this Rental Contract are observed (vandalism, littering, abusive language and smoking, and alcohol consumption without a proper license, shall be deemed as just cause to cancel this Rental Contract and reject future rental applications).
- Is responsible for restricting activities to the permitted area only.
- Is responsible for adhering to fire and alcohol regulations and any restrictions placed on open flames, such as candles, that may create a fire hazard.
- Is responsible for vacating, returning to original condition, keeping facilities clean and removing all rented or privately owned property, permitted alcohol and personal effects by the specified permit End Time unless prior arrangements have been made. Confetti is prohibited in all facilities. Litter must be placed in litter cans and excess should be removed from premises.
- Is responsible to pick-up keys for events at unmanned buildings, and return back to Recreation Services within 48 hours after the latest End Time.
- Is responsible for reviewing accident and incident procedures with all necessary individuals and ensure that any accidents or incidents are reported immediately to City staff on site and to Recreation Services within 24 hours of an occurrence via email to reccsd@vaughan.ca or by phone at **905-832-8500**.

The City of Vaughan:

- Is not responsible for damages, loss or theft of equipment or clothing of Rental Contract Holder or Guests (**please secure your valuables**).
- Reserves the right to require (at Rental Contract Holder's expense) police or security staff at any event at the expense of the Rental Contract Holder (written confirmation of required security arrangements must be submitted 10 days prior to the event).
- Reserves the right to require a security deposit for any rental period.
- Reserves the right to cancel this Rental Contract should there be a breach of the terms herein, or upon 24 hours notice.
- May cancel all or any portion of a Rental Contract on short notice due to mechanical failures, weather conditions or emergencies (Facility closures are noted on the City website at: www.vaughan.ca).

Indoor Facilities

- Arena change rooms are provided on the basis of one room per team or one room per 20 adults, to a maximum of 2 rooms per hour of rental time.
- For ice rinks, access to dressing rooms will be given 30 minutes prior to ice access time.
- Change rooms must be vacated within 30 minutes of the permitted End Time for each booking.

- Change rooms must be left in a clean and usable condition when vacated.
- Community Centre's have an internal paging system outside the main office that can be used to contact the Facility staff in an emergency.
- The Rental Contract Holder must receive authorization prior to affixing any decorations or directional signs advertising its event/Facility use. If granted, the Rental Contract Holder must ensure all decorations/signs are fireproof, affixed with masking tape and removed by the latest or applicable End Time.
- Rental Contract Holder will be responsible for any costs incurred as a result of a false alarm caused by the Rental Contract Holder or any of its Guests.
- Rental Contract Holder shall not sell items deemed to be in competition with Recreation Services unless prior approval has been given by the Director of Recreation Services. A vendor's permit must be posted during all sales.
- Facility users must wear non-marking athletic shoes for all sport activities held in a gym.

Outdoor Facilities / Sports Fields

- For problems, complaints or enquiries about any outdoor park, sport field or facility, please call **905-832-2281**, press 0.
- Mobile/practice nets are not allowed on playing field surfaces but can be set up along sidelines during practices.
- Nets left on the field can result in damages to the irrigation sprinkler heads and/or loss of nets. Cost of repairs will be charged back to the Rental Contract Holder.
- The Rental Contract Holder must turn park lights off when exiting sports field.
- The Rental Contract Holder is responsible to ensure garbage is not left on playing field or park (excessive garbage left by group resulting in additional staff hours will be charged to the Rental Contract Holder).
- The sale and/or consumption of alcohol is forbidden at all sports facilities and park locations unless a permit has been granted.
- Failure to comply with the LLBO regulations and the 'Municipal Alcohol Policy' will result in immediate Rental Contract cancellation, notification of authorities and removal from the Facility/rental area without any refund of fees. Special Occasion Permit (SOP) must be on-site during applicable events.
- Various structures requiring an anchor (canopies, tents, etc.) require appropriate locates and are the responsibility of the Rental Contract Holder. Copies of locates must be provided to the City of Vaughan for review 72 hours prior to event.
- Drinking water is not available at outdoor facilities.
- If permitted in advance by the City, in designated campground areas only, propane barbecues may be used but camp fires are not allowed.

Policies / By-laws

- Smoking is prohibited in all municipal facilities pursuant to the '**Smoke Free Ontario Act**' and under By-Law 127-2013.
- Rental Contract Holder must comply with applicable rules, regulations and City By-Laws including Parks By-Law 134-95, Nuisance By-Law 195-2000 and the '**Municipal Alcohol Policy**' where a 'Special Occasions Permit' has been issued. Policies are available on-line and through City's Recreation Services Department.
- Wet Field Policy:** No games are to be played on sports fields when posted or considered unplayable by Recreation Services. Fields are closed if they meet the 'Wet Field Policy' criteria. Premium soccer field closures will be posted accordingly and locked when the 'Wet Field Policy' is in effect. The decision, as to whether an outdoor sport facility is considered playable during inclement weather rests with Recreation Services and **will be updated at 905-832-8577**. Contact this hot line for updates.
- City By-Law 270-81 prohibits amplified music by a mechanical device at City of Vaughan outdoor facilities on Statutory holidays and from 5:00pm one day to 7:00am the next day (9:00am on Sundays). Rental Contract Holders wishing to over-ride these hours can apply to City of Vaughan Council for a By-Law exception.

Payment

- Rental fees and other amounts owing must be paid in full at the time of booking.
- The City of Vaughan reserves the right to cancel this Contract and prohibit usage if the applicant defaults in any payment.
- A \$30 administration fee is charged to all returned payments.
- Rental Contract Holder acknowledges and agrees that unpaid accounts

may be sent to a collection agency and the City may provide information about the Rental Contract and Contract Holder (including personal information of Rental Contract Holder) to the third party collection company.

Cancellations

- Recreation Services must be notified of any cancellation at least 2 weeks in advance.
- Failure to provide 2 weeks notice will result in a forfeiture of one half of the aggregate Total amount(s) owing as shown on the front page of this Rental Contract.
- Failure to provide less than 1 weeks notice will result in a forfeiture of the aggregate Total amount(s) owing as shown on the front page of this Rental Contract.
- A \$15 administration fee will be deducted from any refund issued by the City of Vaughan initiated by the Rental Contract Holder.
- Seasonal rentals are not refundable and amendments cannot be made to the Rental Contract past the designated Start Date.

Insurance

- Proof of insurance is a mandatory requirement.
- The Rental Contract Holder is responsible to obtain and carry commercial general liability at their own expense, with an inclusive limit of not less than \$2 million per occurrence against all claims for bodily / personal injury, including and resulting in death and property damage.
- High risk activities will be reviewed and may be subject to a higher policy limit.
- The Rental Contract Holder will ensure that "The Corporation of the City of Vaughan" is named as an additional insured on the policy and provide proof upon request from the City prior to the earliest Start Date.
- Insurance is to remain in effect for the duration of the rental period.
- If the 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 Rental Contract Holder's insurer to the City's Insurance-Risk Management Section.
- To satisfy the insurance requirement Rental Contract Holders must purchase the **Facility User Group Insurance** provided through the City. Purchase of the insurance coverage must be done at the time of booking.
- Minor sports groups will not be able to purchase insurance through the Facility User Group Insurance Program and must provide proof of required insurance coverage by providing a Certificate of Insurance. The Certificate of Insurance should be issued by an insurer or broker licensed in Ontario. The Certificate should name The Corporation of the City of Vaughan as an additional insured, and also list the sport group as an insured under the policy.

Assumption of Risk

- The Rental Contract Holder acknowledges and understands that the activities taking place during the booking may be dangerous and could cause personal injury, and Rental Contract Holder assumes such risks on behalf of it and its Guests.
- The Rental Contract Holder acknowledges and agrees that medical care or related transportation costs deemed necessary by the City and incurred as a result of the activities within rental Facility during the rental period will be the responsibility of the Rental Contract Holder.

Indemnity

The Rental Contract Holder agrees to indemnify and keep indemnified and save harmless the City and each of its officers, employee, servants and agents from and against all actions, suits, claims, executions and demands which may be brought against or made upon the City, its officers, servants and agents and from all loss, costs, charges, damages, liens and expenses which may be paid, sustained or incurred by the City, its officers, servants and agents by reason of the rental/bookings and including the activities by the Rental Contract Holder and its Guests during the rental period.

Understanding and Binding Nature of Rental Contract

Any of the following shall be deemed to constitute acceptance of the terms and conditions in the Rental Contract including for certainty these Rental Contract Conditions and Regulations:

- Signing the Rental Contract
- Use of City facility(ies) by the Rental Contract Holder or any of its Guests
- Making payment(s) under the Rental Contract
- Meeting the insurance requirements outlined in the Rental Contract