

# **Conditions of Use**

## **Terms & Conditions of Use for Park, Field & Diamond Rentals**

### **Equity, Diversity, and Inclusion**

1. The Municipality of North Grenville will not provide public space, facilities and/or properties within its jurisdiction to an individual or group that supports or promotes views, ideas or presentations which actively promote or are likely to promote discrimination, contempt or hatred to any person on the basis of race, national or ethnic origin, color, religion, age, sex, marital status, family status, sexual preference, or disability, gratuitous sex and violence or denigration of the human condition. The Municipality reserves the right to cancel a contract if any of the above-noted circumstances arise.

### **General**

2. These Terms and Conditions are subject to the interpretation and authority of the Director of Parks, Recreation and Culture, hereafter referred to as the Director, or his/her delegate. Non-compliance with the terms and conditions of this Rental Contract may result in the immediate suspension of the contract(s) or a written warning. A second incidence of non-compliance will result in cancellation of the contract.
3. The Rental Contract must be signed by an adult 19 years of age or older who assumes responsibility for the facility reservation and actions of their guests, hereafter referred to as the Lessee. A signed copy of the Rental Contract must be submitted to the Municipality of North Grenville, hereinafter referred to as the Municipality, before the first scheduled reservation date or access to the facility may be denied.
4. The Lessee may not transfer, sublet or reassign facility reservations without prior authorization from the Municipality.
5. The Lessee is legally and financially responsible for any loss or damage of property, including damage to the facility that may be incurred, as well as the good conduct and sobriety of the persons attending the event.
6. It is the responsibility of the Lessee to make all members of its group using the facility aware of these terms and conditions, and to provide the members with a copy of these terms and conditions if requested.
7. If, for any reason, the Municipality is unable to deliver the type of facility requested, the applicant hereby agrees to release the Municipality from any claim derived therein with the sole exception that any deposit or prepaid rental fees shall be refunded to the applicant.
8. The Municipality shall furnish reasonable maintenance services incidental to ordinary facility usage. The Lessee shall be responsible for all equipment necessary for sports and activities and any field lining required for their activities.

9. The Municipality of North Grenville is not responsible for any loss or damage to property owned by the Lessee or event attendees.
10. The Lessee and their guests may only use those facilities or equipment, during the date and time specifically designated on the Rental Contract. Facilities must be vacated no later than the time stipulated on the application. Additional fees will apply for failure to comply.
11. The Lessee is responsible for leaving the facility in the same condition as it was when they entered onto it, including the proper disposal of litter. The Lessee acknowledges that the facility is intended for the enjoyment of the public and it is the responsibility of the Lessee to ensure it is a clean and safe environment for all.
12. The sale of refreshments and products will not be permitted in park facilities unless a permit is obtained under bylaw 104-15.
13. Rules and regulations for the use of BBQ's in Public areas within the Municipality of North Grenville; if the BBQ's manufacturer's instructions say "not for commercial use", it may not be used in public. If there is no indication in the manual, the BBQ may be used in public provided they have a form from a certified gas fitter within the past 12 months as per TSSA. This is a general safety inspection. BBQ's may not be placed under tents.
14. Smoking is prohibited in all Municipal facilities. Smoking is also prohibited on public property within 20 metres of the property lines for Municipal recreation facilities and parks.
15. Unlicensed lottery activities are not permitted at Municipal facilities
16. In accordance with the Municipal Alcohol Policy, without a Special Occasion Permit, alcohol is not permitted on Municipal property and may result in cancellation of the Rental Contract.
17. The Lessee agrees to pay for extra cleaning time if the facility is left in poor condition as determined by the Municipality (\$50 per hour + materials and damage). Both the assessment and magnitude of this penalty are at the sole discretion of the Municipality.

### **Payment & Deposits**

18. The Lessee shall be held responsible for payment of the Rental Contract fees, as specified herein. Payments shall be made prior to all individual facility reservations no later than three business days prior to the first scheduled reservation date.
19. Payment can be made by interact, cash or cheque. Credit card payments may be available for some users. Post-dated cheques are not accepted. There will be a \$30 charge for non-sufficient funds (NSF) cheques.

20. Should payment not be received within ten (10) business days of the due date, an invoice may be issued for the total overdue balance. If payment is not received after thirty (30) days of the due date, 1.25% compounded interest will be applied to the account and rental privileges could be revoked until payment is made.
21. The Municipality shall seek full restitution for damages caused to Municipal facilities or equipment by the Lessee, it's members, employees, volunteers or attendees, arising from the use of the facility. A damage/security deposit of up to \$250.00 or more may be required for a facility rental, at the discretion of the Director. The Municipality will apply the complete (or a portion of the) deposit to cover any damages as assessed by the Municipality. In the event that damage to the facility or its equipment should exceed the assigned damage/security deposit, additional charges may be assessed and applied by the Director. Failure to pay assessed damage charges may result in termination of this Rental Contract and/or the limitation or termination of future facility rental privileges.

### **Insurance & Security/Supervision**

22. Commercial General Liability Insurance, naming the Municipality of North Grenville as additional insured, is required as deemed necessary by the Director or his/her delegate, including Liquor License Act extension, Non-Owned Automobile and Tenants Legal Liability where applicable. Insurance certificates are due no later than two weeks prior to the booking. The person/organization named as insured on the certificate of insurance must be in the same name as the person/organization responsible for the facility rental contract.
23. The Municipality reserves the right to increase the limit of insurance required. Compliance with the above insurance requirement is the sole responsibility of the Lessee.

### **Responsibility**

24. Municipal staff shall have the right to enter all rooms, at all times, during rental occupancy.
25. The Lessee and their guests shall comply with all applicable Municipal By-Laws as well as Provincial and Federal laws and regulations and any specific use regulations.
26. The Lessee is required to maintain a record of all who attend each booking (name and phone number) for the purpose of contact tracing. The Municipality reserves the right to request this record at any time. This information could be shared with the local Health Unit if deemed necessary.
27. It is the responsibility of the Lessee/User to sanitize all common touchpoints and equipment prior to facility use.
28. In the event of contravention of the Rental Agreement or these Terms

and Conditions by a Lessee or their guests, the Municipality of North Grenville may revoke the Rental Agreement forthwith or may refuse to allow subsequent requests to use the facilities by the Lessee.

29. The User must be aware of emergency routes/fire lanes which must be kept free from obstructions at all times.
30. The User must call 911 when Police, Ambulance, Fire, etc. assistance is required and report any incidents to Municipal staff at the earliest opportunity.
31. The Municipality has a “zero tolerance” policy regarding intimidation of staff. This includes, but is not limited to, the use of foul language, shouting, loud disturbances, threats and/or physical or verbal intimidation. The Ontario Provincial Police may be called to attend, charges under the Trespass to Property Act may be laid and a ban for one year or longer may be applied at the discretion of the Director.
32. Any violation of the Terms and Conditions of this contract as interpreted by the Director shall constitute a breach of contract rendering this agreement null and void. The Lessee, staff, agents and/or participants can be directed at discretion of Municipal staff to immediately halt the event and request immediate removal from the premises. Any and all actions taken in regards to violations shall not be appealable and there shall be no refund of monies paid to the Municipality for rental and use of the facilities including forfeiture of the damage/security deposit.

### **Indemnification**

33. The User agrees to indemnify and save harmless the Municipality of North Grenville from all claims, demands, causes or action, loss, costs or damages that the Municipality of North Grenville may suffer, incur or be liable for resulting from the contract holder's negligence, acts or omissions, obligations, failure to adhere to the terms and conditions related to the holding of the event described in the contract.

### **Cancellations**

34. All firm rental agreements (whether signed or not) are non-refundable.
35. The Lessee agrees to give written notice of cancellation of facility reservations. It is understood that cancellations which cannot be rescheduled or filled will remain on the Rental Contract and the Lessee will be responsible for payment.
36. The Municipality reserves the right to charge a cancellation or administration fee.
37. In the event of inclement weather, it is the responsibility of the Lessee to determine whether the Facility should be used or not. No activities can be conducted on a facility that is reasonably considered unusable or unsafe. The Lessee may reschedule should inclement weather or maintenance render a facility unusable. Reservations are subject to

availability. The Lessee must communicate via email any rescheduling dates to the Municipality within one week of the inclement weather date. The Municipality is not responsible for any costs incurred by the Lessee caused or related to rescheduling any event for any reason.

38. The Municipality of North Grenville may at any time cancel a rental agreement/function where:
- a. The renter fails to control unruly behaviour during an event;
  - b. The facility is required for Municipal purposes;
  - c. The rental was obtained by misrepresentation or transferred without authority;
  - d. For a period that the condition of the grounds, building or equipment is judged unacceptable by the Municipality of North Grenville or its agents;
  - e. The facility requires technical or emergency repairs which cannot be performed at any other time; or
  - f. Unforeseen circumstances arise.