

FACILITY RENTALS CONDITIONS OF USE

HEALTH CONSIDERATIONS

The following conditions on the use of the facility are currently in place and must be adhered to at all times by anyone using the facility pursuant to this Permit:

Permit Holders shall comply with all applicable Municipal, Regional, Provincial and Federal orders and directives, guidelines of Public Health authorities for the Province of Ontario and Simcoe-Muskoka District Health Unit, and, if applicable, return to sport protocols and guidance issued by the Permit Holder's national sport organization and provincial sport organization.

Violations of the conditions of use set out by the Town, Public Health & the Provincial Order may lead to cancellation of your permit, without refund, along with eviction from Town property. Permit holder could be subject to applicable fines by Police or Bylaw enforcement officers.

Facility permits may be cancelled at any time if required by an order issued by any Provincial or Federal government agency, or otherwise due to a health or safety hazard reasonably perceived by the Town of New Tecumseth. The Town of New Tecumseth shall not be liable in any manner whatsoever for any losses, claims or damages resulting from such changes or cancellations including any claims for loss of profit or economic loss.

GENERAL CONDITIONS OF USE

The permit holder is required to:

- Ensure that all individuals associated with their rental are abiding by and using proper sporting and safety equipment. Glass bottles or containers are not permitted, and indoor footwear must be worn within all specified sporting facilities. Please ensure all posted facility signage is read and understood prior to use.
- In case of an emergency dial 911 for Fire, Ambulance or Police. Please report injuries to facility staff.
- Pay for all damages incurred by or resulting from the rental or those in attendance during the permitted time. Damaged or lost Town of New Tecumseth property will be replaced at the current market value and may result in the possible refusal of future rentals.
- Ensure their booking time incorporates time for setup / arrival and take down / exit.
- Be familiar with the Town of New Tecumseth's Allocation Policy. The Parks, Recreation & Culture Department follows the Town's Allocation Policy when assigning use of space.

Liability Insurance

- Liability Insurance is mandatory. Permit holders are responsible for their own liability insurance. Proof of Insurance must be provided, naming the Town of New Tecumseth as additionally insured, to a minimum of \$2 million of general liability or \$5 million for large events and tournaments or where alcohol is being served. You have the option to purchase commercial general liability coverage where available through the Parks, Recreation and Culture Department which will be added to your permit. Organized leagues are required to provide their own insurance coverage which is not available for purchase through Parks, Recreation and Culture Department.

Inclement Weather

- For inclement weather notices refer to Town Twitter and Facebook page for updates on facility closures. The decision as to whether the Facility can be accessed is the decision of the Department and made in accordance with the criteria of the Town's Wet Field/Rain-Out Procedure and Inclement Weather Policy. Access to a Facility is not permitted once deemed closed by the Town.
- It is the permit holder's responsibility to advise of any cancellation as result of inclement weather. Please contact Client Services at rentals@newtecumseth.ca or 705-435-3900 option 2.

By-Law Adherence: for more information, please visit <https://www.newtecumseth.ca/en/town-hall/by-laws.aspx>

- Smoking: The Town has a no smoking by-law prohibiting smoking including vaping in all Municipal Buildings and Municipal Facilities. Your understanding and cooperation are appreciated in the compliance of the No Smoking Public Places By-law No. 2002-114, amended by By-law No. 2007-006. Thank you for not smoking.
- Noise Control: The Town of New Tecumseth's [Noise-Control](#) By-Law 2011-101 regulates and prohibits residential and construction related noise within the town. Residents, visitors and workers in the Town of New Tecumseth abide by our Town's Noise Control By-law, which regulates and prohibits noise that could become public nuisances.
- Parks Closure: The [Park-Closure](#) By-Law No. 2005-100, amended by By-law 2015-138 provides for the closure of certain parks in the Town of New Tecumseth during specified times states "That no person shall remain in or enter into any Town-owned or leased park between the hours of 11:00 p.m. and 5:00 a.m. of the following day."

Payment & Deposits

- Rentals require full payment at the time of booking or may be scheduled on a based-on-usage monthly payment plan outlined with payment due the first day of the month of usage.
- Tournaments, Events, and Social rentals: 50% non-refundable down payment plus security deposit is required at time of booking; the remaining balance is due 30 days before event date. Rentals made within 30 days of the rental date are required to make full payment immediately.
- A security deposit is mandatory for all rentals involving alcohol, events or repetitive facility permit use, as per the Town of New Tecumseth Fees and Charges Bylaw.
- A 20% non-resident fee is in effect.

Cancellations

- Unless otherwise noted refund requests received 21 days or more prior to booking date will receive a full refund minus Facility Rental Cancellation Admin Fee. Rental requests received less than 21 days' prior to booking date no refund will be issued.
- Tournaments, Events, and Social Rentals: Rental cancellations forfeit the 50% non-refundable down payment.
- In cases of cancellation requests staff will make every effort to reschedule your event where possible however this is not guaranteed.
- The Parks, Recreation and Culture Department reserves the right to cancel the permit if the applicant defaults in any or all payments.
- Permit Holders who owe funds to the Town will not be considered for any future rental requests until their account has been paid in full.
- To cancel a booking please submit a refund request by emailing rentals@newtecumseth.ca

Cancellations by the Town: Please note that the Town reserves the right to cancel any booking on short notice for purposes including (but not limited to) regional/provincial/national rental requests; special events; bookings made under a false pretense; mechanical problems; or weather conditions. Under such circumstances, the Town will reimburse the Permit Holder of any associated payments made previously to the Town.

Facility Use:

- Decor: Sparkles, glitter, confetti, and rice are not permitted in Town facilities. The facilities may not be altered in any way. Use of painters' tape is permitted however other adhesives, nails, tacks, screws, or similar articles are not permitted. Open flames, propane tanks, fires, fog machines and fireworks are not permitted inside Town facilities.
- All décor, event set up and activities must be in accordance with the Ontario Fire Protection and Prevention Act and with Town of New Tecumseth Bylaws.
- All indoor and outdoor facility keys must be signed out by the permit holder or designate and are the responsibility of the permit holder. A deposit is required and added to your permit. If the keys are not returned, the deposit is forfeited.
- Cell phone, video and camera use is prohibited in the changeroom, shower and washroom areas.

Tournament, Event and Social Rentals:

- Read and understand the Municipal Alcohol Policy. It is understood that the consumption or sale of alcohol is strictly forbidden in all indoor and outdoor facilities unless a Special Occasion Permit has been issued.
- Obtain a Special Occasion Permit and follow the rules as set out in the Town's Municipal Alcohol Policy and submit a copy of the Special Occasion Permit 30 days prior the event in addition to copies of Smart Serve Certificates for servers. Proper liability insurance needs to be in place.
- For events larger than 100 guests or where alcohol is being served mandatory garbage, recycling and portable toilet units will be required and purchased by the organizer to accommodate the demand on the facilities.
- Set up requirements and site plans must be submitted 30 days prior to the event otherwise set up will be to the discretion of the Town Staff. Town property may not be altered in any way and is to be left in its original condition. The Town of New Tecumseth or its agents are not responsible for any lost or stolen articles.
- Pay for any music licensing (Entandem) costs in connection with this Permit. These costs will be collected and remitted by the Town to the applicable organization.
- Amusement devices will require additional insurance along with a TSSA certificate and provider onsite. The Town does not provide insurance covering the use of inflatable devices as they are deemed high risk. Any rentals using inflatables will need to provide their own insurance for their rental / activity naming the Town of New Tecumseth as additionally insured. Please reach out to your personal broker who handles your home and auto insurance for assistance.
- Special requests (i.e. food trucks, exotic animals, merchandizing) must be pre-approved by staff.

Sport Rentals:

- A one-hour Ice rental shall consist of 50 minutes of Ice use and 10 minutes for re-surfacing. A one-hour Arena floor, Gymnasium, Turf, Diamond, or Field rental consists of 55 minutes of use and a 5-minute transfer time

between permit holders.

- Permit Holder and participants may use changerooms 30 minutes prior to rental start time. For Ice, Arena Floor and Fieldhouse permits, 2 changerooms will be provided for use. Additional changerooms if available must be requested in advance. Permit holders and their participants are not permitted to enter a Town surface (i.e.) Ice, Fields, and Diamonds, until the Town issued equipment is off the surface and is safe for the participants to enter.
- Warm up areas if designated must be adhered to.

Outdoor Facility Rentals:

- Charcoal BBQs are not permitted on Town property.
- For pavilion rentals at the Tottenham Conservation Area all visitors must check in at the gatehouse upon arrival. Admission fees apply to all non-resident guests.
- For events larger than 100 guests or where alcohol is being served mandatory garbage, recycling and portable toilet units will be required and purchased by the organizer to accommodate the demand on the facilities.
- Light and Noise By-Laws in effect and must be adhered to.

CONTACT INFORMATION

- Between the hours of 8:30am – 4:30pm: For permit assistance or rental questions please email rentals@newtecumseth.ca to contact your Parks & Facility Scheduler.
- Between the hours of 4:30-11:00pm: contact Client Services at 705-435-3900, option 2
- After 11pm: please contact 705-435-3900 and follow the prompts for afterhours Parks & Public Works emergencies
- EMERGENCY: In the case of an emergency dial 911 for Fire, Ambulance or Police.

DISCLAIMER OF LIABILITY & RELEASE OF CLAIMS

I assume all risks, hazards, personal injury and/or property damage associated with my participation in the above specified use of the facilities offered by the Town of New Tecumseth. The Town of New Tecumseth accepts no liability for bodily injury, death, property, or loss due to any cause whatsoever, unless due to the negligence or wilful misconduct on the part of the Town of New Tecumseth, including its elected officials, directors, officers, employees, and agents.

In consideration of the Town of New Tecumseth permitting me to participate in the activities listed above, I, who may be entitled to make a claim, hereby release, discharge, indemnify and save harmless the Corporation of the Town of New Tecumseth and its elected officials, directors, officers, employees and agents from any and all liability, claims, demands, actions, and causes of action whatsoever and howsoever arising from, or related to, any damages, liabilities or losses arising from injury to, or the death of, myself for reason of my participation in the activity listed above or by reason of the provision of medical care to me, unless due to the negligence or wilful misconduct of the Town of New Tecumseth, and regardless of whether such liability arises in tort, contract, strict liability, or otherwise.

I further agree to indemnify and save harmless the Corporation of the Town of New Tecumseth from any and all liability, claims, demands, actions, and causes of action whatsoever and howsoever arising from, or related to, any damages, liabilities or losses arising from injury to, or the death of, any guests I will permit to enter upon the premises and participate in the activities listed above unless due to the negligence or wilful misconduct of the Town of New Tecumseth.

I will abide by the Terms and Conditions and Rules and Guidelines as detailed at www.newtecumseth.ca. A hard copy of these terms is available upon request.

This agreement shall be binding upon my, family, spouse, heirs, assigns and personal representatives, and is deemed as a release, waiver, discharge, and covenant not to sue. This Agreement is governed by the laws of Ontario, and Canada. If any part of this agreement is unenforceable then that part shall be severable without affecting the enforceability of the remaining provisions. This signed agreement may be filed as 'bona fide' evidence of an agreement in any mediation, suit, or other proceeding.

By clicking 'I Agree', I confirm that I have read and understand the above terms and agree to accept the disclaimer of liability and release of claims outlined in this agreement on behalf of myself.

As a result of making their application, the undersigned acknowledge, covenant, and agree to adhere to all Provincial Public Health Restrictions as of the date of this application and to indemnify and save harmless the Town of New Tecumseth from any liability for medical issues arising from the process of issuing the said License howsoever arising.

I have read the Facility Rental Conditions of Use. I understand that permits must be paid and/or signed and submitted within 48 hours of receipt. By providing payment in full and/or signing below, I am accepting the Conditions of Use associated with this permit and the rules that will apply. I understand the consequences of failing to comply.

Permit Holder Signature

Date Signed