

## FACILITY RENTALS CONDITIONS OF USE

### HEALTH CONSIDERATIONS & COVID-19

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

1. Advanced payment is required. A 50% deposit must be received within 30 days of initial booking. Bookings made within 30 days of the rental date are required to make full payment immediately. The Parks, Recreation and Culture Department reserves the right to cancel the permit if the applicant defaults in any or all payments. A 20% non-resident fee is in effect. 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.
2. A security deposit is mandatory for all bookings involving alcohol, events or repetitive facility permit use, as per the Town of New Tecumseth Fees and Charges Bylaw.
3. 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.
4. Keys required for gates/washrooms/lights are to be signed out/picked up and dropped off and are the responsibility of the permit holder. A deposit is required. If the keys are lost or not returned, the deposit will not be reimbursed.
5. 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.
6. All cancellations must be made a minimum 21 days in advance, if not a \$20 administration fee applies. To submit a refund request please email [rentals@newtecumseth.ca](mailto:rentals@newtecumseth.ca).
7. 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.
8. A one-hour Ice rental shall consist of 50 minutes of Ice use and 10 minutes for re-surfacing. A one-hour Arena floor, Turf, Diamond, or Field rental consists of 55 minutes of use and a 5-minute transfer time between permit holders.
9. 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 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.
10. The permit holder is required to read and understand the Alcohol Risk Management 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.
11. The permit Holder must obtain a Special Occasion Permit and follow the rules as set out in the Town's Alcohol Risk Management 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.
12. Amusement devices will require additional insurance along with a TSSA certificate and provider onsite. Bubble soccer is NOT permitted on any of the Town of New Tecumseth properties.
13. Charcoal BBQ's are not permitted on Town property.
14. 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. Please ensure all posted facility signage is read and understood prior to use.

15. 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.
16. The Permit Holder shall 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 bookings.
17. The Permit Holder is responsible for any music licensing (Entandum) costs in connection with this Permit. These costs will be collected and remitted by the Town to the applicable organization.
18. 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.
19. 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.
20. 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.

## RENTAL ASSISTANCE

For permit assistance or rental questions please email [rentals@newtecumseth.ca](mailto:rentals@newtecumseth.ca), and a Parks & Facility Scheduler will reply during Monday to Friday 9 am to 4 pm. Or contact Customer Service at 705-435-4030 x 1500 or x 1621 between the hours of 6 am – 10 pm.

**AFTERHOURS CONTACTS:** For any afterhours issues regarding a rental of Town facilities and parks please contact the following:

For **non-urgent situations** please contact 705-435-3900 X 1421 and leave a message or send an email to [parks@newtecumseth.ca](mailto:parks@newtecumseth.ca) and the issue will be addressed the next business day.

For **urgent situations** that require immediate assistance please contact the **Encore TeleSolutions Answering Service** at **905-729-2291**.

## 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, including, without limitation, negligence 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, regardless of whether the damages are caused by the negligence 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.

I will abide by the Terms and Conditions and Rules and Guidelines as detailed at [www.newtecumseth.ca](http://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.

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**Permit Holder Signature**

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**Date Signed**