



# Facility Rental Contract Parks and Pavilions

Contract Number: 20\_\_\_\_ - \_\_\_\_

## Applicant Information

Name: \_\_\_\_\_ Organization: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

## Rental Information

Pavilions	Cost	Date	Start Time	End Time
Bayview Pavilion	\$84.75			
Delphi Pavilion	\$56.50			
Harbour Pavilion	\$84.75			
Cedar Grove Laybrinth Pavilion	\$56.50			
Lions Pavilion	\$28.25			

Parks	Cost	Date	Start Time	End Time
Bayview Park and Pavilion	\$226.00			
Heathcote Park	\$56.50			
Lions Park and Pavilion	\$84.75			
Lora Bay Park	\$226.00			
Town Hall Park	\$84.75			

**Socan Fees (for events at which music will be played with 1 to 100 people):**

\$24.93 (no dancing)       \$49.87 (with dancing)

**Total Cost: \$ \_\_\_\_\_ Subsidy: \$ \_\_\_\_\_**

All costs include HST. Payment options include cash, cheque, debit or credit card (Mastercard or Visa). Payments can be made at the Beaver Valley Community Centre or Town Office. Payment also accepted over the phone with a credit card. Cheques can be mailed to 32 Mill Street Box 310 Thornbury, ON N0H2P0.

## Contract Conditions

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The Applicant and the Town hereto mutually agree to the following terms and accept full responsibility as follows:

**1. The Town:**

- a) Is not responsible for any items or articles or property belonging to the Applicant or their guests that are brought into or onto the premises.

**2. The Applicant:**

- a) Is fully responsible and liable for any damage to the park or pavilion during the period when occupied by the Applicant.
  - b) Acknowledges that all fees must be paid and the contract must be signed and returned to the Town to secure the rental.
  - c) Agrees to comply with Town regulations and conditions for park and pavilion use.
  - d) To hereby release, waive and forever discharge the Town, including all board members and councillors, including the Chairs and all their respective employees, agents, officials, and officers of and from all claims, demands, damages, costs, expenses, actions and causes of actions, whether in law or in equity, in respect of death, injury, loss or damage to persons or property howsoever caused and notwithstanding that same may have been contributed to or occasioned by the negligence of any of the aforesaid;
  - e) To further undertake to hold and save harmless and agree to indemnify the Town and all of the aforesaid from and against any and all liability incurred by any or all of them arising as a result of, or in any way connected with, the use of the facility noted before for which permission has been granted.
  - f) Acknowledges and agrees with the following rental conditions;
    - I. Smoking and vaping is prohibited in parks/sports fields or within 20 meters of playgrounds, parks or sports fields and any infractions will result in loss of the facility rental.
    - II. Agrees to rent the park or pavilion for the charge as listed for total cost on page one of this contract with No Refunds for Cancellations.
3. The Applicant agrees that the Town will endeavour to provide a quality facility upon any booking thereof but the Town has no liability or responsibility whatsoever for events or occurrences beyond the control of the Town that may affect or result in cancellation of a booked event.
4. **Insurance:** The Town of The Blue Mountains has purchased Liability Coverage for all events held in Town facilities. The Liability Coverage provide insurance against claims that may arise out of festivals, sporting activities, social gatherings, general meetings and many other types of facility use. Coverage will only be in place where the facility is rented and is specific to the event described in this agreement. In the case of a claim in relation to this rental, the person who has signed this agreement will be responsible for the \$1,000 deductible of the Insurance policy.

**I have read and reviewed the aforementioned Rental Agreement and agree with the terms and provisions thereof;**

\_\_\_\_\_  
Applicant (able to bind the organization)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Town Representative

\_\_\_\_\_  
Date



## **The Corporation of the Town of The Blue Mountains' Low Risk Facility Users Policy**

As a renter of The Corporation of the Town of The Blue Mountains' facility, the Town has purchased insurance coverage on your behalf through Aon Risk Solutions if your event is considered low risk.

You do not qualify as a low risk user with the Town of The Blue Mountains if your activities are classified as or include any of the following characteristics:

- Tournaments
- Leagues
- Camps
- Festivals
- Parades
- Contact sports
- Events including the sale or consumption of Alcohol
- Fireworks
- Motorsports
- Inflatable Apparatus (bouncy castles, slides etc.)
- Extreme sports (including BMX biking, off road mountain biking, skateboarding)
- Watersports (including canoeing, kayaking, snorkeling, scuba diving)

### **Insurance Requirements if you do not qualify:**

If you are not considered a low risk user, you are required to provide a Certificate of Insurance, naming The Corporation of the Town of The Blue Mountains as an additional insured.

The certificate must evidence the following:

- General Liability coverage with a limit of no less than of \$5m
- Include Personal and Advertising Injury Liability
- Include Voluntary Medical Payments for each person and each accident
- Tenants Legal Liability coverage with a sub limit of no less than \$250,000

### **How to obtain coverage through Aon's Event Insure:**

Aon is pleased to provide an online solution to those that do not qualify as a low risk user through our new website. Simply go to the website listed below, select "Apply for Coverage," and follow the instructions.

<http://programs.aon.ca/content/event-insure/home-en.html>

The website allows the user to apply, receive a quote, and pay instantly with their credit card. A proof of insurance naming The Corporation of the Town of The Blue Mountains as an additional insured will be provided instantly and can be emailed directly to the appropriate municipal staff.