Facility Rental Contract
Parks and Pavilions

Contract Number: 20__-__

Applicant Information

Name: ____________________________ Organization: ____________________________

Phone Number: ____________________ Email Address: __________________________

Rental Information

<table>
<thead>
<tr>
<th>Pavilions</th>
<th>Cost</th>
<th>Cost Incl HST</th>
<th>Date</th>
<th>Start Time</th>
<th>End Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bayview Pavilion</td>
<td>$75.00</td>
<td>$84.75</td>
<td></td>
<td></td>
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<tr>
<td>Delphi Pavilion</td>
<td>$50.00</td>
<td>$56.50</td>
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<tr>
<td>Harbour Pavilion</td>
<td>$75.00</td>
<td>$84.75</td>
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<tr>
<td>Cedar Grove Laybrinth Pavilion</td>
<td>$50.00</td>
<td>$56.50</td>
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<tr>
<td>Lions Pavilion</td>
<td>$25.00</td>
<td>$28.25</td>
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</table>

<table>
<thead>
<tr>
<th>Parks</th>
<th>Cost</th>
<th>Cost Incl HST</th>
<th>Date</th>
<th>Start Time</th>
<th>End Time</th>
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</thead>
<tbody>
<tr>
<td>Bayview Park and Pavilion</td>
<td>$200.00</td>
<td>$226.00</td>
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<td>Heathcote Park</td>
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<tr>
<td>Lions Park and Pavilion</td>
<td>$75.00</td>
<td>$84.75</td>
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<tr>
<td>Lora Bay Park</td>
<td>$200.00</td>
<td>$226.00</td>
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<tr>
<td>Town Hall Park</td>
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<td>$84.75</td>
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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: $ _______________

Total costs include HST. Payment options include cash, cheque, debit or credit card (Mastercard or Visa). Payments can be made at the 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

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**.
      III. **Single use plastics are not permitted to be used in any Town facility.**

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.

5. **COVID-19:** The Renter understands and agrees that the Town of The Blue Mountains shall not be liable for any losses or damages incurred by any person using the facility for the event, including sickness or death that occurs as a result of the COVID 19 PANDEMIC and the Renter agrees to release the Town of The Blue Mountains from any liability in connection therewith and further agrees to indemnify and hold harmless the Town of The Blue Mountains from any claim that may be made by anyone using the facility for the event, against the Town of The Blue Mountains in connection therewith. The Renter is responsible to ensure current COVID 19 protocols mandated by the Province of Ontario, Grey Bruce Public Health Unit, or the Town of The Blue Mountains are followed during the event. This may include, but not be limited to, use of masks, physical distancing, enhanced hand sanitizing, and contact tracing.

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

Personal information contained on this form is collected pursuant to the Municipal Freedom of Information and Protection of Privacy Act and will be used for the purpose of responding to your request.