

City of Burlington Facility Permit TERMS AND CONDITIONS

1. This Permit is not valid unless signed by the Director of Parks & Recreation or his/her designate.
 2. This Permit is **non-exclusive and non-transferable** by sale, exchange, assignment or otherwise.
 3. **Cancellation** If the Permit Holder decides to **cancel** this Permit, then written notice must be received by the Parks & Recreation Department 30 calendar days in advance of the first cancelled date.
 4. All bookings made withing **30 calendar days** of the event are deemed as final, non-refundable, and non-transferrable.
 5. The **City may cancel** or terminate this Permit at any time (including while the Facility is being used by the Permit Holder) and for any reason whatsoever. Cancellation or termination is effective immediately upon notice to the Permit Holder or a designate either verbally or in writing. The City will not be liable for any damages or losses suffered by the Permit Holder or others for such cancellation or termination.
 6. All Permits must be **paid** for in advance or according to a payment schedule. **Damage deposits** may be required.
 7. **Requests for amendments** to this Permit must be submitted in person or in writing and will be subject to administrative fees.
 8. **Declined** credit card payments and cheques that are returned as "non-sufficient funds" (NSF) will be subject to administrative fees.
- Use of and Access to Facility**
9. The Permit Holder shall use the Facility only on the Date(s) and during the Time(s) specified on the Permit. **Set-up and take-down times** must be within the Time(s) specified on the Permit. The Permit Holder or a designate (who must be 18 years of age or older) must be present on the Date(s) and during the Time(s) specified on the Permit.
 10. The Permit Holder shall use the Facility only for the **Purpose of Use** and for no other purpose. The Permit Holder shall not permit use of the Facility by any other person without the prior written approval of the Director of Parks & Recreation or his/her designate.
 11. The Permit Holder **accepts the Facility** on an "as is, where is" basis and acknowledges that the City makes no representations or warranties regarding the condition or the suitability of the Facility for the Permit Holder's intended purpose.
 12. The Permit Holder shall comply with the City's **Zero Tolerance Policy**. The City will take appropriate action as necessary in accordance with the Zero Tolerance Policy. The City may eject any objectionable person from the Facility, and in the event of the exercise of this right by the City acting through any of the City's agents or by police, the Permit Holder waives any right to and all claims for damages.
 13. The Permit Holder shall not cause or allow any person to bring into any part of the Facility any **visual or audio materials** in or on any media that are of questionable taste in content or in method of presentation or that are or would be obscene, indecent, libellous or unlawful.
 14. The Permit Holder shall comply with the City's **Municipal Alcohol Policy** for City facilities. The City may eject from the Facility any person who has in his/her possession an alcoholic beverage without proper licensing or any person who appears to be impaired, and in the event of the exercise of this right by the City acting through any of the City's agents or by police, the Permit Holder waives any right to and all claims for damages.
 15. The Permit Holder shall: (a) comply with By-Law No. 31-2002 (being a by-law respecting **smoking** in public places) and By-Law No. 92-2013 (being a by-law prohibiting smoking of tobacco in cCity parks and recreation properties) as amended, by ensuring that the Facility is maintained as a non-smoking facility/park, unless otherwise posted; (b) keep the Facility in a neat, tidy, and clean manner and shall pick up litter, garbage or otherwise; (c) comply with the City's Zero Waste Policy by minimizing waste; and (d) comply with the City's policy regarding bottled water restrictions in City facilities.
 16. The Permit Holder shall not sell, distribute or promote any products or services, shall not play live or recorded music, and shall not have gaming in, from or out of the Facility; all without the prior written approval of the Director of Parks & Recreation or his/her designate and without proper **licensing**.
 17. The Permit Holder shall not sell or distribute **food** for public consumption in, from or out of the Facility without confirmation of notification to the Region of Halton (Health Department).
 18. The Permit Holder shall comply with By-Law No. 35-1976 (being a by-law to regulate the public parks in the City of Burlington) as amended. **Open fires** for any purpose, including the use of lanterns (stationary or set in flight), are prohibited in City parks. Only camping stoves or barbecues may be used at picnic sites or other locations as approved by the City.
 19. The Permit Holder shall not use **pyrotechnics** in City facilities (including City parks) without the prior written approval of the Director of Parks & Recreation or his/her designate.
 20. The Permit Holder shall comply with and shall ensure that any person attending its activity complies with all **parking** by-laws. Motorized vehicles are restricted to parking lots only unless otherwise approved by the Director of Parks & Recreation or his/her designate. When parking areas are provided, the Permit Holder and any person attending its activity shall use these designated parking areas.
 21. The Permit Holder shall not cause or allow any person to bring into any part of the Facility any **sound systems** without

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the prior written approval of the Director of Parks & Recreation or his/her designate.

22. The Permit Holder shall not cause or allow any **overloading of the floors**, walls or any other part of the Facility or the bringing into any part of the Facility any goods, equipment or articles that by reason of their weight, use or size might damage or endanger the Facility or any part thereof.
23. The Permit Holder shall do nothing in, from or out of the Facility which will be or result in a **nuisance**.
24. The Permit Holder shall not make or erect any **installations, alterations, modifications or additions** in or to the Facility or any part thereof (including any wires, electrical appliances, plumbing fixtures, etc.) without the prior written approval of the Director of Parks & Recreation or his/her designate.
25. The Permit Holder shall be responsible for the **evacuation** of its employees, volunteers, members, coaches, participants, guests, and invitees. The Permit Holder shall, at all times, know the number of persons using the Facility. The Permit Holder shall adhere to room capacities which are posted at the Facility and shall ensure that emergency exits are free from obstructions at all times. The Permit Holder shall ensure that all of its employees, volunteers, members, coaches, participants, guests, and invitees are aware of and comply with these responsibilities and procedures.
26. Upon the expiry or termination of this Permit or upon the request of the City, the Permit Holder shall remove from the Facility any and all privately-owned property and **personal effects** without delay unless prior arrangements have been made with the Director of Parks & Recreation or his/her designate. If such property has not been removed, then it will be deemed to have been abandoned and the City may sell such property by auction or private sale and may retain the proceeds.
27. If the Permit Holder is affiliated with, associated with or a member of a **governing body** which is recognized by the City, then the Permit Holder will comply with all of the rules, regulations, policies, and directives of the governing body and will ensure that its directors, officers, employees, volunteers, members, coaches, participants, guests, and invitees comply with them as well while using the Facility on the Date(s) and during the Time(s) specified on the Permit. The City may cancel or terminate this Permit if the Permit Holder is no longer in good standing with that governing body.
28. The Permit Holder shall comply with and shall ensure that any person attending its activity complies with: (a) **federal and provincial laws** and regulations; (b) municipal by-laws, policies, and procedures; (c) the fire plan for the Facility; (d) all rules and regulations promulgated by the City from time to time with respect to the Facility; and (e) any orders or directives of the Director of Parks & Recreation or his/her designate. Copies of municipal by-laws, policies, procedures, fire plan, rules, and regulations may be viewed or obtained at the Parks & Recreation Department or on the City's website (www.burlington.ca).
29. In the event of a **declared heat event** (as determined by the Region of Halton) or a declared snow event (as determined by the City), the City or its agents may enter, use, and occupy the Facility in order to support the City's heat response plan or snow response plan. No claim for compensation or reimbursement will be made by the Permit Holder by reason of inconvenience, interruption or disruption arising from such entrance, use or occupancy.
30. The **City may access** the Facility that is being used by the Permit Holder for planned or unplanned maintenance, repair or inspection and in the case of an emergency (as determined by the City). No claim for compensation or reimbursement will be made by the Permit Holder by reason of inconvenience, interruption or disruption arising from such access. If the Permit Holder is not present to permit entry into the Facility and entry is necessary in the case of an emergency (as determined by the City), then the City may enter the Facility without the City being liable to the Permit Holder.
31. The Permit Holder shall comply with any terms and conditions of **Halton District School Board or of Halton Catholic District School Board** for the use of school facilities. In the event of a conflict between this Permit and the terms and conditions of HDSB or of HCDSB, this Permit will prevail over the terms and conditions of HDSB or of HCDSB to the extent of such conflict.

Indemnity and Insurance

32. The Permit Holder shall **indemnify** and hold harmless each of the City and its elected officials, officers, employees, and agents from and against any and all claims, actions, demands, damages, losses, liabilities, and expenses arising out of or as a result of: (a) any breach, violation or non-performance of the terms and conditions on the part of the Permit Holder set out in this Permit; (b) any damage to City property occasioned by the use of the Facility by the Permit Holder or its employees, volunteers, members, coaches, participants, guests, and invitees; (c) any injury to, illness of or death of any person or any damage to property or other losses arising from or resulting from the use of the Facility by the Permit Holder or its employees, volunteers, members, coaches, participants, guests, and invitees; (d) any act or omission (including theft, malfeasance or negligence) on the part of the Permit Holder or its employees, volunteers, members, coaches, participants, guests, and invitees; or (e) any breach of any intellectual property rights arising from or resulting from the use of the Facility.
33. The Permit Holder agrees to use the Facility at its **sole risk**. The Permit Holder agrees that the City, regardless of negligence or alleged negligence on the part of the City, shall not be liable for and hereby releases, remises, and forever discharges each of the City and its elected officials, officers, employees, and agents from: (a) any and all claims, actions, causes of action, damages, demands for damages, and other liabilities for or related to: (i) any injury to, illness of or death

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of the Permit Holder or its employees, volunteers, members, coaches, participants, guests, and invitees; and (ii) any loss or theft of or damage to any property however caused in or about the Facility owned by the Permit Holder or its employees, volunteers, members, coaches, participants, guests, and invitees; (b) any act or omission (including theft, malfeasance or negligence) on the part of any employee, agent or contractor employed or retained by the City from time to time to perform any maintenance or other work in or about the Facility; and (c) any indirect, special, remote, consequential, and economic damages.

34. The Permit Holder shall promptly **compensate the City for any damage** to the Facility, to the surrounding premises or to City property if such damage was caused by or attributable to the acts or omissions (including theft, malfeasance or negligence) on the part of the Permit Holder or of its employees, volunteers, members, coaches, participants, guests, and invitees.

35. The Permit Holder, during the term of the Permit for the Date(s) and during the Time(s) specified on the Permit, at its expense, shall take out and keep obtain and maintain in full force and effect **general liability insurance** covering the activities and occupancy as described in this Permit. The policy will be extended to include bodily injury and property damage, tenant's legal liability, medical payments and contractual liability to a limit of no less than \$2 million per occurrence. The policy shall include a cross liability and severability of interest clause and be endorsed to name "The Corporation of the City of Burlington" as well as any facility specific owners, board of management or board of governors and any others (as determined by the City) as an additional insured.

36. The **policy of insurance** shall will: (a) be written with an insurer licensed to do business in Ontario; (b) be non-contributing with and will apply only as primary and not excess to any other insurance or self-insurance available to the City of Burlington; and (c) contain an undertaking by the insurers to notify the City of Burlington in writing not less than thirty (30) calendar days of any change, termination or cancellation of coverage; and (d). Any deductible amounts shall will be borne by the Permit Holder.

37. No less than thirty (30) calendar days prior to the commencement of the event, the Permit Holder shall provide **proof of insurance** unless otherwise approved by the Director of Parks & Recreation or his/her designate. Proof of insurance shall will be on a form of a Certificate of Insurance, which has been signed by an authorized representative of the insurer.

38. The City of Burlington reserves the right to require the Permit Holder to purchase such additional insurance coverage as the City may reasonably require. The City reserves the right to request such higher limits of insurance or otherwise alter the types of insurance coverage requirements as the City may reasonably require from time to time. "Depending on the type of activity and upon the request of the City, the Permit Holder shall purchase such **additional insurance coverage** and in such higher limits of insurance or otherwise alter the types of insurance coverage.

39. The above **insurance requirements** will not be read to limit the liability of the Permit Holder and will not be deemed a waiver by the City of its right to damages and indemnity from the Permit Holder under this Permit.

Other Terms and Conditions

40. Nothing in this Permit is intended to make either party an agent, legal representative, subsidiary, joint venturer, partner, fiduciary or employee of the other for any purpose. Neither party will make any express or implied agreements, guarantees or representations on behalf of the other. This Permit constitutes the entire agreement between the parties relating to the subject matter hereof and cancels and supersedes any prior understandings and agreements. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties other than as expressly set forth in this Permit. This Permit is governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Time is of the essence of this Permit. If any provision of this Permit is held to be invalid, void or unenforceable, then the remaining provisions will nevertheless continue in full force and effect without being impaired or invalidated in any way. The waiver by the City of a breach of any provision of this Permit will not operate as a waiver of any other breach. No delay or failure of the City to exercise any right or remedy will operate as a waiver. In any dispute over the meaning, interpretation, validity or enforceability of this Permit, there will be no inference, presumption or conclusion drawn whatsoever against the City by virtue of that party having drafted this Permit.

If you have any questions about this Permit, please call:

Arenas and Pools: 905-331-7465

Community Centres: 905-332-1996

Playfields and Schools: 905-335-7738

Festivals and Events: 905-335-7766

If you experience a non-emergency situation (e.g. outage of lights at a playfield), please call:

Burlington Fire Department Dispatch: 905-637-8253

Large print version available at: burlington.ca/rentals