

**HST #87070 0333RT001**

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## **Indoor Turf Terms and Conditions**

### **FACILITY RENTAL AGREEMENT**

#### **1.0 Agreement Statement and Scope**

This Agreement encompasses the following Policies:

Recreation Facility Booking Policy – Policy Number CSD-2015-02

Facility Cancellation Policy – October 1, 2017 (modifications outlined below due to Covid-19)

Sport Facility Allocation Policy – Policy Number CMS-2016-01

I understand that by signing this document, I am subject to the above-noted policies.

#### **2.0 Definitions**

Rental - a contract/permit that has been confirmed and paid for a specific day and time

Time Slot – a specified rental period e.g. 1 hour of indoor turf time, two hours for outdoor soccer fields

Cancellation Request – a written request received by the Facility Booking Office

Regular Season or Session – a specified period of time the program activities occur throughout the year

Rental Transfer – a date change for the same activity based on availability

#### **3.0 Amendments, Cancellations, Transfers**

- 3.1 The County of Brant may cancel rental time at any time in the event of tournaments, play-offs, and special events. In cancellation situations, the County shall, whenever possible, notify the Lessee or designated contact for the Lessee, seventy-two (72) hours prior to the said cancelled time. Such cancellation notice may be verbal (e.g. telephone) or written (e.g. email) depending on circumstances.
- 3.2 Lessees, other than Minor and Junior lessees, are allowed a 5 percent return of rental time for the season based on contracted hours for the season. Example: 1 hour for every 20 hours booked. This also applies to all Lessees for spring/summer turf time. Lessees will be charged 100 percent of the turf rental fees for any further turf time cancelled unless it can be re-sold.
- 3.3 All Lessees will be charged a \$15.00 administration fee (after the October 15 deadline) for **each hour or part thereof** cancelled in their contract. Example: If 6-10 pm is booked and 8-10 pm is cancelled a fee of \$30.00 will be

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applied \$15 x 2 hours. In the case of adverse weather conditions, facility rental time may be cancelled with no penalty. The County retains the sole discretion to determine whether the weather conditions are sufficiently adverse to qualify for cancellation without penalty.

In addition to the above information, for the period of October 15 – March 31 of each fall/winter season, Minor, Junior and Regional Lessees will be charged 50% of their rental time costs for any rental time cancelled, unless it can be re-sold.

- 3.4 No cancellations are permitted for turf booked at reduced or discounted rates. Example: last minute turf bookings.
- 3.5 Any Lessee regularly turning back/not using rental time will have their allotment of time reviewed before the next applicable rental season.
- 3.6 Facility rental time may be returned to the County after a contract is signed due to insufficient registration or regular attendance if is deemed to be a financial hardship on a group or individual, as evaluated by the Director of Facilities & Parks in his or her sole discretion.

Cancellation of a contract, in whole or in part, that includes a series of bookings and which does not meet the cancellation and refund criteria established in this policy must be approved by the General Manager of Community and Protective Services and/or Corporate Services. A negotiated cancellation fee will be applied at the sole discretion of the General Manager of Operations.

- 3.7 Any cancellations caused by storms, floods, power failures, acts of God, business interruptions caused by mechanical failure of the County of Brant's equipment, pandemics, including COVID-19, will be considered unavoidable and the individual/ group/organization will not be charged for cancellations of this nature, nor will the County be held responsible for any losses, whatsoever, arising from cancellations for circumstances outlined in this section.
- 3.8 The subletting of rental time by groups/organization/individuals is prohibited. All **unused** rental time must be returned to the Facility Booking Office for resale as a new rental contract.
- 3.9 The practice of occasionally transferring of rental space or trading of rental space between Lessees is acceptable upon notification and forwarding of the related schedule updates to the Facility Booking Office.
- 3.10 If a cancellation occurs due to COVID-19, no administration fee shall apply. Lessees can re-schedule if time is available. Booked turf will be credited to your account upon cancellation.

#### 4. Tournaments / Special Events (Cancellation)

- 4.1 Indoor Tournaments will be charged 50 percent for any facility rentals including room bookings that are cancelled, in whole or in part, once the booking has been confirmed, unless it can be re-sold. If the cancellation notice for a

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booking either, in whole or in part, is less than 30 days prior to the tournament, 50 percent of the rental fees will be charged regardless of whether it is resold.

- 4.2 Special Event rentals will be charged 25 percent for any facility rentals that are cancelled in whole or in part, once the booking has been confirmed. If the event is cancelled 60 days or more in advance, a cancellation fee of \$15 will apply. If an event is cancelled due to inclement weather, an opportunity to re-schedule will be offered at no charge.

### 5.0 General Terms and Conditions - Turf Rental Contracts

- 5.1 In order for the specific Parks and Facility Supervisor(s) and the Facility Booking staff to effectively serve their customers, all Lessees are asked to select one primary and one secondary representative to serve as liaison between the County of Brant and the Lessee. All communications between the Lessee and the County of Brant should, at all times, be channelled through the Lessee's primary representative and, in the alternative, the secondary representative.
- 5.2 All Lessees renting turf on a weekly basis at a County of Brant facility shall be required to sign a turf Rental Contract outlining the conditions of their turf rental permits.
- 5.3 A copy of the Lessee's Certificate of Insurance shall be submitted for review and approval by the County prior to the turf season.
- 5.4 A copy of the approved Provincial Sports Organization and/or individual organization's Return to Sport Plan/Protocols must be provided to the County of Brant.
- 5.5 All Lessees must require all invitees, guests, spectators and participants to self-screen using the provided COVID-19 Screening QR code prior to attending a County of Brant facility.
- 5.6 A one-hour turf rental is based on fifty-five (55) minutes of turf time and five (5) minutes for maintenance switchover. Slight modifications may be required on occasion to ensure capacity numbers established by the Province of Ontario due to Covid-19 are adhered to. Groups causing damage to the turf surface shall have their turf time reduced to accommodate the necessary repair work by maintenance staff.
- 5.7 Lessees, including their invitees, guest, spectators and participants, participating in illegal or prohibited behavior in the facilities shall receive a warning letter for their first infraction; have their turf contract suspended for 2 weeks for the second infraction; have their turf contract suspended for one (1) year for a third infraction. All levels of discipline will be kept on file for one year from the date of the last infraction. Continuing infractions may lead to the refusal of further contract applications.
- 5.8 The County of Brant shall not be responsible for any lost or stolen goods or money, whether from a dressing room or elsewhere in the facility. It is the responsibility of the Lessees to get a key for their assigned room and to ensure that

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the dressing room door is locked or supervised while they are on the turf. Lessees assume all responsibility for their organization's equipment, goods and chattels.

- 5.9 The Lessee agrees to defend, indemnify and save harmless The Corporation of the County of Brant, its elected officials, officers, employees, and agents/contractors from and against any and all actions, causes of action, suits, claims, demands, costs, damages, expenses or losses which they may bear, suffer or be put to arising out of or in any way connected with this agreement, and the use of the County of Brant facilities.. This indemnity shall survive this agreement.
- 5.10 The Lessee shall be responsible for all damages caused to the building, grounds, chattels and equipment belonging to the County of Brant, as a result of malicious damage or acts of vandalism as may have been perpetuated by members of the group before or after the rental period. Any repairs that are required as a result of damages will be invoiced to, and be the responsibility of, the Lessee and must be paid in full. Failure to pay the invoice forthwith may result in the turf contract being suspended until paid and future requests being denied. Frequent damages by any group/organization/individual shall result in having their renting privileges revoked.
- 5.11 All Lessees are responsible to adhere to the Respect & Responsibility Policy.
- 5.12 The Lessee agrees to observe, comply with, keep and enforce all applicable laws and regulations, all insurance and related documents, and all rules, regulations and by-laws of the County of Brant and all departments, including but not limited to the Police and Fire Departments, as well as all provincial and federal rules and regulations, including but not limited to, those affecting sanitation, health, fire prevention, safety, noise and crowd control.
- 5.13 Depending on circumstances, the County shall require the Lessee to engage paid security or take other agreed-upon action to ensure appropriate security for the duration of a scheduled event.
- 5.14 The Lessee on behalf of its organization shall ensure that dressing rooms are vacated within thirty (30) minutes after the end of the rental. The group/ organization further ensures that the dressing room(s) shall be left in a clean condition. Groups/organizations that continue not to vacate or leave the dressing room in a clean condition after their rental period will result in the user group's turf contract being suspended as per conditions in 5.7.
- 5.15 Electronic devices with cameras shall not be used in dressing rooms, washrooms or shower areas. Individuals wishing to video tape activities within the facility should contact the Facility staff prior to commencement. Please note some County facilities and grounds are under surveillance for security purposes.
- 5.16 In order to maintain the efficient scheduling of maintenance staff and to ensure accurate communication of room assignments to participants, the County of Brant requires that all groups supply turf use schedules and requirements prior to the turf season commencing.
- Any schedule changes should be forwarded to the facility as soon as possible upon the confirmation of the schedule change.
- 5.17 The County of Brant reserves the right to curfew any games to maintain the schedule submitted. It is the

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responsibility of the Lessee to inform the specific Parks and Facility Manager/Supervisor(s) or representative of any special requirements regarding curfews at the time the schedules are submitted.

### 6.0. Turf Rental Fees

- 6.1 All Lessees renting turf in the County of Brant facilities shall be charged the applicable rate in the Fees and Charges By-law as approved by Council. Rate increases become effective on April 1<sup>st</sup>.
- 6.2 Any Lessee that has an outstanding balance for turf rental fees prior to the start of a new turf season shall not be allowed any turf-time until the account balance is paid in full or other payment arrangements have been made with the Director.
- 6.3 Any Lessee with a documented history of poor payment, history of regular cancellations or “no- shows”, will have their turf time request(s) reviewed and may be pre-empted by other groups.
- 6.4 The County of Brant facilities shall generally be closed to the public, for statutory holidays and days when the municipality is closed. Those dates are: Labour Day, Thanksgiving Day, Christmas Day, Boxing Day, New Year’s Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day and Civic Holiday unless otherwise directed. On Christmas Eve and New Year’s Eve, facilities will be closed at 12 noon and rentals limited to booking no later than 11:00 a.m.

Rentals approved by Parks and Facilities Manager/Supervisor(s) and if applicable staff resources can be scheduled, which are held on a statutory holiday or on holidays declared by Council of the Corporation of the County of Brant shall be charged the approved hourly turf time rate **plus** a surcharge of 45 percent of the applicable rental rate.

- 6.5 Any balance outstanding beyond thirty days from the date of billing will be assessed a late payment charge, at a maximum amount of 15 percent per annum or 1.25 percent per month charged on the first day of default and on the first day of each calendar month that the principle remains unpaid. Any outstanding account balance that has reached the (90) day notice and has had two letters sent to date will be required to be paid in full before another booking request can be processed. If financial hardship has been identified, user can request to be a delegation at Council for account balance review. Accounts after 90 days will become frozen. Once an account has reach 120 days the account may be sent for collection or added to property taxes.
- 6.6 It is recognized that from time to time, the Grand Erie District School Board and the Brant-Haldimand-Norfolk Catholic District School Board and the municipality may exchange the use of facilities. The use and availability of facilities may be subject to conditions outlined in the Fees Schedule, any joint use agreements with the respective Boards of Education and the sport allocation policy.

### 7.0 Tournaments and Special Events

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- 7.1 Tournament and special events must submit their tournament playing schedules to the Facility Booking office or appropriate supervisor/manager fourteen (14) days prior to the tournament.
- 7.2 The tournament or special events chairperson or designate shall meet with the specific Parks and Facility Manager/Supervisor(s), or their designate, five (5) days before the tournament to ensure turf and facility use details are arranged and to ensure that information on needs are known.
- 7.3 For all tournaments or special events held October 15<sup>th</sup>, through to March 31<sup>st</sup>, turf time will commence no later than 8:00 a.m. on Saturday and Sunday. For tournaments held outside the above months, turf time will be coordinated with the Facility Booking Administrator to best suit tournament and facility staff shifts.
- 7.4 Tournament organizers are encouraged to build in additional time to accommodate any delays during the tournament time block due to unforeseen circumstances.

### 8.0 Additional COVID-19 Conditions

- 8.1 The Lessee acknowledges that COVID-19 is a current pandemic that is outside of the County's control. The Lessee acknowledges that future actions/orders may require the County to alter the terms and conditions of the permit and/or close County of Brant facilities. In no event shall the County be liable for any special, consequential, incidental or indirect damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of such alterations or cancellations.
- 8.2 The Lessee acknowledges and agrees that use of the County Facility permitted herein may include possible exposure to and illness from infectious diseases including but not limited to COVID-19. The County of Brant has put in place preventative measures to reduce the spread of COVID-19; however, the County of Brant cannot guarantee the Lessee will not become infected with COVID-19. Further, attending the County Facility could increase the Lessee's risk of contracting COVID-19. The Lessee acknowledges that entering County Facility carries with it certain inherent risks related to COVID-19 transmission which may include, but are not limited to: i) the risk of coming into close contact with individual(s) or objects that may carry COVID-19; ii) the risk of transmitting or contracting COVID-19 directly or indirectly, to or from other individual(s); and iii) injuries and complications ranging in severity from minor to catastrophic, including death, resulting from directly or indirectly from COVID-19 or the treatment thereof (the "Inherent Risks"). Further, the Lessee understand that the risks of COVID-19 are not fully understood, and that contact with, or transmission of COVID-19 may result in risks including but not limited to loss, personal injury, sickness, death, damage and expense, the exact nature of which are not currently ascertainable, and all of which are to be considered Inherent Risks. The Lessee acknowledges the contagious nature of COVID-19 and the Inherent Risks, and hereby voluntarily accept and assume the Inherent Risks the Lessee may be exposed to or infected by COVID-19 by attending the County Facility and that such exposure or infection may result in risk of personal injury, illness, permanent disability, and death, or other losses and expenses. The Lessee knowingly and freely assumes all such risks, both known and unknown, and acknowledges and agrees that the indemnity provision above in Section 5.9 extends and applies to any cause of action related to COVID-19 or any other infectious diseases resulting from the Lessee or any of the Lessee's invitees, guests or participants in relation to or in connection with the Lessee's use of the County Facility. Further, the Lessee for itself and on behalf of its invitees, guests and participants hereby releases, covenants not to sue, and agrees to discharge, and hold harmless the



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County, its employees, volunteers, agents, and representatives, of and from the any and all actions, causes of actions, claims, demands for damages, loss or injury, accident or illness, including death, and property loss (the "Claims"), in any way related, directly or indirectly, to the risks assumed hereby.

- 8.3 The Lessee shall provide the County of Brant with information and any documentation supporting COVID-19 safeguards in place by the Lessee upon request by the County of Brant. The Lessee shall provide documentation satisfactory to the County of Brant that it is a permitted as an entity to use the County of Brant Facility in accordance with any applicable Provincial or other relevant legislation.
- 8.4 All Lessees, including any invitee, guest, spectator and participant of the Lessee, must review and adhere to the County of Brant COVID-19 Risk Mitigation Plan
- 8.5 Lessee shall inform the County immediately of any patrons who have tested positive for COVID-19 within 14 days of visiting a County of Brant facility.
- 8.6 The Lessee acknowledges and agrees that while a County of Brant Facility is in use by the Lessee or any persons under the Lessee's care, the Lessee shall ensure any and all Public Health directives and provincial orders relating to COVID-19 are being strictly adhered to by the Lessee and all of the Lessee's invitees, guests, spectators and participants. The Lessee is responsible for ensuring all COVID-19 regulations, signage, requirements, rules and regulations are in place and adhered to, including any directives that may be issued from any entity that the Lessee may also report to (ie. a provincial or national organization if applicable).
- 8.7 The Lessee acknowledges and agrees that the County of Brant may at any time without notice amend or add additional requirements to this Agreement, which includes immediate termination of this Agreement on the basis of any Provincial Order that may impact the use of the County Facility. Upon receipt of any written notice, the Lessee shall forthwith comply with any and all newly amended, and/or additional terms as required by the County. Upon discovery of non-compliance with any term of this provision or any provincial order shall result in immediate termination of this Agreement and the Lessee's right to use the County of Brant Facility. The County of Brant shall not be responsible for any losses to the Lessee from any termination of this Permit.

### *Facility Rules*

1. No food or beverages will be permitted on the playing surface. Water and sports beverages are permitted if they are contained within a sports bottle.
2. Glass containers are not permitted on the playing surface or in the player's boxes.
3. No gum may be chewed in the facility.
4. Conduct within the facility should be in the spirit of good sporting behaviour.
5. No video taping, or photo taking from the player's boxes, or in dressing rooms is allowed. You may video or take photos from the stands.
6. Any player or coach receiving a red card must immediately leave the facility.
7. A team manager, coach or team representative is responsible for the conduct of all players.
8. No spitting is permitted on the playing surface or within the facility.



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9. The group/organization shall be responsible for the conduct of all the teams' spectators.
10. No participants may have coins, keys, or other objects in his/her pockets while participating in activities on the playing surface.
11. **No running, throwing, or kicking of any balls, Frisbees or other sports equipment is permitted in any of the interior areas other than on the playing surface.**
12. Alcohol and narcotics are STRICTLY prohibited within the facility and its parking lots and adjacent property.
13. The Smoke Free Ontario Act designates all municipal buildings as smoke free. The group/organization shall ensure that smoking in the Facility is not permitted.
14. Violent behaviour will not be tolerated and result in immediate suspension. Actions perpetuated by an individual on a team may result in penalties and damages assigned equally to all members of that team.
15. No spectators are allowed on the playing surface at any point.
16. Only indoor shoes and plastic cleats are permitted on the playing surface. NO steel or outdoor cleats, running shoes or sandals are permitted on the playing surface.
17. Any damages or vandalism that occurs in any part of the facility, including the dressing rooms, lobby, or playing area will be assessed a recovery charge. The league/individual that is representing the said group will be held responsible.
18. All patrons have 30 minutes to vacate the dressing room after the rental time.
19. The County of Brant is not responsible for any lost or stolen articles.

I have read, understood and agree to rent the Facility on the Dates and Times and for the intended purposes as indicated, and to pay the fees and to ensure compliance with the Terms and Conditions contained herein and attached hereto.

Signature of Lessee: \_\_\_\_\_ Date: \_\_\_\_\_

Signature – County of Brant: \_\_\_\_\_ Date: \_\_\_\_\_