



## GENERAL PICNIC RESERVATION INFORMATION

Site	Maximum Capacity *	Number of Tables/Seating Capacity *
Paris Lion's Park – SC Johnson Picnic Shelter	75	10 – 6 foot tables / 60 people
Paris Lion's Park – Site 2	75	10 – 6 foot tables / 60 people
Paris Lion's Park – Site 3	100	15 – 8 foot tables / 90 people
Paris Firefighters Pavilion *limited availability	40	6 – 6 foot tables / 36 people
Green Lane Sports Complex Shelter	100	10 – 6 foot tables / 60 people
Burford Lion's Park Shelter	150	6 – 20 foot tables / 120 people
Mt. Pleasant Park Shelter	75	8 - 6 foot tables / 48 people
Sunny Hill Park Shelter	75	10 – 6 foot tables / 60 people
King William Shelter	50	50 people

**Capacity at all locations will be the Province's Reopening Ontario (A Flexible Response to COVID-19) Act and the regulations thereunder. Due to COVID-19, capacities could be reduced, or some areas may not be available.**

Picnic Reservation Hours: 8:00 a.m. – 8:00 p.m.

Paris Lion's Park - 36 & 70 Laurel St.; Burford Lion's Park - 78 Maple Ave. N.; Mt. Pleasant Park - 555 Burtch Rd.; Green Lane Sports Complex - 8 Green Lane, Paris; Sunnyhill Park - 87 Sunnyside Dr., St. George; King William, 52 King William St., St. George

### **Weekend Site Specific Concerns Contact Numbers All areas: 519-442-2242 (County Dispatch)**

#### Rates

	Price	HST	Total
Large Shelter (75+ people)	\$108.85	\$14.15	\$123.00
Open Picnic Area and Small Shelter (50 or less)	\$65.50	\$8.52	\$74.02
Walter Williams Amphitheatre	\$11.50/hourly	\$1.50	\$13.00/hour
Walter Williams Amphitheatre	\$60.00/day	\$7.80	\$67.80

The above rates are plus applicable insurance rates.

### Rules and Regulations for Picnic/Park Use or Reservations

1. All bookings should be made a minimum of one week in advance and all facilities are subject to availability. The permit is valid only for the date(s) and purpose (s) specified herein and is not transferrable.
2. Keys for Burford Lions Park are to be picked up and dropped off at the Burford Community Centre. Keys are to be returned on the Monday following the event. Please contact the facility staff at 519-449-5611 to arrange the pick up and drop off of keys.

3. In all cases, users of County of Brant property are responsible for the proper conduct, control and safety of those persons in attendance at the event; and for full payment to the County of Brant the cost of ALL DAMAGES and out-of-pocket expenses.
4. Alcohol, recreational cannabis and/or narcotics are NOT permitted in any area of the park. Special Occasion Permits may be permitted in parks upon a meeting with the applicable Parks and Facilities Supervisor and subject to all terms and conditions required.

All lessees are responsible to adhere to the Respect & Responsibility Policy. The conditions of any facility or portion thereof must be left in the same condition or state as when accepted for use.

Those accessing County of Brant facilities must adhere to the **Smoke Free Ontario Act, 2017**. Smoking or vaping is no longer allowed at public owned outdoor sporting areas, spectator areas, sporting areas, children's playground or in public spaces within 20 meters of any point of the edge of these areas.

Enforcement is conducted by the Brant County Health Unit. A person who contravenes a provision of the Smoke-Free Act is guilty of an offence and on conviction is liable to a fine

5. The conditions of any facility or portion thereof must be left in the same condition or state as when accepted for use.
6. Users must remain in the designated areas, as other groups may be using other sections of the same facility.
7. The County of Brant will not be responsible for personal injury to the applicant or anyone attending the event, or for damage to, or the loss from theft of anything belonging to the applicant or anyone attending the event.
8. Certain facilities have additional rules and regulations specific to the type of activity. These rules and regulations, whether posted or verbal, must be followed as they pertain to the safe, healthy and proper use of the type of facility.
9. 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 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
10. 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.
11. Failure to conform to the County of Brant rules may result in immediate cancellation of the activity or the cancellation of any future permit for facility use. Any individual or group using any facilities assumes full liability for ANY AND ALL DAMAGES resulting from such use, and the user agrees to indemnify the County of Brant for the complete cost of damages described above.
12. A copy of the Lessee's Certificate of Insurance for at least \$2,000,000 per occurrence shall be submitted for review and approval by the County prior to the event. Insurance can also be purchased through the County of Brant third party provider at an additional cost.
13. Lessees may bring their own personal propane BBQ for the duration of the event.
14. No fires are permitted in any park / picnic areas.
15. The use of sound equipment is not permitted at picnic areas/shelters.

16. The assembly or installation of jumping castles, tents, etc. is only permitted with Manager/Supervisor approval and additional documentation/insurance will be required.
17. The sale of food is prohibited unless a vendor's permit is obtained through the County of Brant.
18. Cancellations (excerpt from the Facility Cancellation Policy, 2017):
  - 4.4.1 Rentals cancelled due to inclement weather may be re-scheduled to another date based on availability, free of charge. Please contact the Facility Booking Office 519-442-1944 OR 1-888-850-2066 or [facilitybooking@brant.ca](mailto:facilitybooking@brant.ca) to re-schedule.
  - 4.4.2 Rentals will be permitted to cancel the permit if notice is received 30 days prior to the rental date. A \$15 cancellation administration fee will be charged.
  - 4.4.3 Rental cancellation requests received less than 30 days will not receive any refund.
  - 4.4.4 A \$15 cancellation fee will apply for daily rentals at the Amphitheatre.
- 5.0. Procedure
  - 5.1 The customer shall submit in writing a cancellation request.
  - 5.2 The Facility Booking staff shall attempt to re-schedule the event and amend the permit.
  - 5.3 The applicable cancellation fee will be applied and the refund request issued.
  - 5.4 If facility rental time is returned to the County after a contract is signed due to insufficient registration or regular attendance is deemed to be a financial hardship on a group or individual, the situation will be evaluated by the Director of Facilities & Parks and a fair cancellation fee will be determined.

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 discretion of the General Manager of Community and Protective Services.
  - 5.5 The Corporate Services department will issue the refund by cheque or electronic funds transfer.

## 19. Additional COVID-19 Conditions

- 19.1. 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.
- 19.2. 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 5.20 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 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

- 19.3. 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
- 19.4. The Lessee shall inform the County immediately of any patrons who have tested positive for COVID-19 within fourteen (14) days of visiting a County of Brant facility.
- 19.5. 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 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).
- 19.6. The County of Brant is **not** responsible for cleaning, sanitizing or disinfecting touch points including picnic tables, benches, etc. The Lessee must clean, sanitize and disinfect any high touch items prior to and after use.
- 19.7. The Lessee is responsible for advising participants that park amenities are not sanitized and to take appropriate measures to avoid infection from high touch surfaces.
- 19.1. All attendees should stay home if they do not pass the Ontario COVID-19 self-assessment found online.
- 19.2. 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. **\*ALL CAPACITY LIMITS SET OUT IN THIS DOCUMENT ARE SUBJECT TO ANY PROVINCIAL ORDER OR PUBLIC HEALTH GUIDANCE ON PHYSICAL DISTANCING AND CAPACITY LIMITS. WHERE THERE IS ANY INCONSISTENCY BETWEEN A CAPACITY LIMIT**

**IN THIS DOCUMENT AND A CAPACITY LIMIT IN AN APPLICABLE PROVINCIAL ORDER,  
THE CAPACITY LIMIT IN THE PROVINCIAL ORDER SHALL APPLY.**

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.

**Lessee Printed Name** \_\_\_\_\_

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

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