



Sports Field and Beach Volleyball Facility Rental Agreement

1.0 Agreement Statement and Scope

The following Policies are incorporated into this Agreement:

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

Facility Cancellation Policy – October 1, 2017

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

2.0 Definitions

Rental - a contract/permit that has been confirmed and paid for 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 provided by the Lessee to 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 Facility Bookings

3.1 Lessee(s) must be a minimum of 18 years of age.

3.2 Failure to comply with this Sports Field Facility Rental Agreement may result in the permit being cancelled.

3.3 Food vendors/service or vendor locations shall be approved by the Facility Supervisor prior to any special event. The Lessee shall be required provide proof that information/notice of their event has been provided to the Brant County Health Unit. Vendors must contact the facility booking office for the vendor fee and provide applicable insurance. Fees are payable and due upon confirmation of vendors, by the applicant one week prior to the event.

4. Amendments, Cancellations, Transfers:

- 4.1 The County of Brant may cancel rental time at any time, in its sole discretion, 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.
- 4.2 Contract rental cancelled due to inclement weather will either be re-scheduled, or a credit will be put on the account to be reconciled at the end of the season. Where the Lessee cancels a rental due to weather, the Lessee shall be required to inform the Facility Booking of the cancellation within 3 days of the cancellation (72 hours).
- 4.4 The Lessee shall submit in writing a cancellation request for cancellations not due to inclement weather.
- 4.5 A \$15.00 cancellation fee will be applied to each of the first to tenth (1-10) slot cancellations in a regular or post season for each organization including practices and games. The cancellation fee will increase by \$15.00 dollars for each additional 10 cancellations (for example a \$30.00 cancellation fee will apply to each of the eleventh to twentieth (11 – 20) slot cancellations and a \$45.00 cancellation fee will apply for each of the twenty-first to thirtieth slot cancellations).
- 4.6 Cancelled regular or post season dates must be submitted a minimum of 2 days prior to the rental date.
- 4.7 Beginning on July 15th, Lessees who are Field User Groups are able to turn back rental time specific to their association needs when teams are fully eliminated from playoffs or league play. The cancellation fee will apply as listed in 4.5. This will be at the discretion of the Director responsible for the Sport Facility Allocation Policy.
- 4.8 Any Lessee regularly turning back/not using rental time will have their allotment of time reviewed before the next applicable rental season.
- 4.9 Facility rental time may be returned to the County after a contract is signed due to insufficient registration or regular attendance if it 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.
- 4.10 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 Community and Protective Services.

- 4.11 Any cancellations caused by government orders, 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.
- 4.12 Outdoor Tournaments will be charged 25% for any facility rentals including shelter bookings that are cancelled, in whole or in part, once the booking has been confirmed, unless it can be re-sold. If the tournament is cancelled 60 days or more in advance, a cancellation fee of \$15 will apply for each field/court/shelter booked. If the cancellation notices, in whole or in part, is less than 14 days prior to the tournament, 50% of the rental fees will be charged regardless of whether it is resold. If a tournament schedule is adjusted due to inclement weather, the time slots will be refunded in full once confirmed by staff.
- 4.13 Special Event rentals will be charged 25% 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.
- 4.14 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.
- 4.15 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.
- 4.16 If a cancellation occurs due to COVID-19, no administration fee shall apply. Lessees can re-schedule if time is available. Booked fields will be credited to your account upon cancellation.

5. Sports Field Fees

- 5.1 All Lessees renting sports fields in the County of Brant facilities shall be charged the applicable rate in the Fees and Charges By-law as approved by Council.
- 5.2 The first month of rentals are payable at time of signing the rental contract. Rental fees are billed on the first of each month. Monthly invoices will not be sent. Failure to make monthly payments will result in cancellation of your field time.
- 5.3 Any Lessee with a documented history of poor payment, history of regular cancellations or "no-shows", will have their field time request(s) reviewed and may be pre-empted by other groups
- 5.4 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.

6.0 General Terms and Conditions

- 6.1 The Lessee agrees to place all garbage/recycling in the bags or containers at the site.
- 6.2 A copy of the Lessee's Certificate of Insurance shall be submitted for review and approval by the County prior to the start of the season.
- 6.3 The Lessee is responsible for the discipline of its club or group. The Lessee will not do or permit to be done, any act which will or may be a nuisance, annoyance, inconvenience or damage to the municipality or its members and other persons lawfully using the premises. The Lessee is responsible for any persons, which are in attendance and affiliated in any way with their league, team or organization for the duration of the Agreement.
- 6.4 If any event, such as fire, weather, mechanical failure of equipment, etc., at any of the athletic fields, prevents the uses thereof, it will be the sole responsibility of the Lessee to secure another athletic field, until the athletic field(s) are available for use.
- 6.5 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.
- 6.6 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.
- 6.7 The County will not be responsible for any personal injury arising from any cause whatsoever which will be sustained by the Lessee or any pupil, player, spectator or other person who may be upon the said premises or field areas. All risks of such injury is assumed by the Lessee, who will hold the County harmless and indemnified there from.
- 6.8. The County and its designate reserve the right and authority to:
 - a) Enforce the listed regulations and refuse admission to any person or group of persons on any grounds whatsoever.

- b) Refuse the privilege of returning to the municipal facility at any time, to any such person or group of persons, without prejudice to the right of the municipality to rent secured under this Agreement.
- 6.9 The Lessee shall not use any special apparatus such as, but not limited to; bouncing castles, tents, etc. without the prior approval of the Facility Supervisor. Any additional requirements for the use of such apparatus (e.g. insurance, CSA approval, building permit(s)) must be agreed upon and followed by the Lessee.
- 6.10 The County reserves the right to cancel or change any athletic field rental time to accommodate the needs of other users, if necessary, in its sole discretion.
- 6.11 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 perpetrated 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 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.
- 6.12 All Lessees are responsible for adhering to the Respect & Responsibility Policy.
- 6.13 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, its Police and Fire Departments, and of any other Department of the County, Provincial or Federal, but not limited to, matters affecting sanitation, health, fire prevention, safety, noise and crowd control.
- 6.14 As outlined in the Smoke-Free Ontario Act smoking is not permitted in the following locations;
- a) Sporting areas.
 - b) Spectator areas adjacent to sporting areas.
 - c) Public areas within 20 meters of any point on the perimeter of a sporting area or a spectator area adjacent to a sporting area, including playgrounds.
- 6.15 Alcoholic beverages or narcotics of any kind are not allowed in any area of the parks or in the said building or the entrance or appurtenances thereto. User groups/organizations/individuals participating in illegal activities not permitted in the facilities shall receive a warning letter for their first infraction; have their contract suspended for 2 weeks for the second infraction; have their 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 infraction. Continuing infractions will lead to the refusal of further contract applications.

Exemptions to this clause are made when a Special Occasion Permit event request is approved by the County representative and the appropriate permits and insurance have been gained. Please refer to the Municipal Alcohol Policy for applicable rules

and regulations pertaining to Special Occasion Permits at County facilities. A **Special Event Advisory Team (SEAT)** application is required for outdoor events with alcohol.

- 6.16 The Lessee is solely responsible for monitoring and complying with all current and future government emergency actions/orders while using County of Brant facilities. The Permit Holder shall ensure that all of the Permit Holder's event attendees comply with the emergency actions/orders.
- 6.17 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.
- 6.18 The County of Brant is **not** responsible for cleaning, sanitizing or disinfecting touch points including benches, nets, bleachers, dugouts, etc. The Lessee must clean, sanitize and disinfect any high touch items prior to and after use. 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.
- 6.19 All participants should stay home if they have symptoms associated with Covid-19 or have been exposed to someone or tested positive for Covid-19.
- 6.20 The 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.
- 6.21 Proof of Vaccination may be required to participate or attend sporting events.
- 6.22 This Agreement is not transferable.

7.0 Additional COVID-19 Conditions

- 7.1 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.
- 7.2 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 Lessee knowingly and freely assumes all such risks, both known and unknown, even if arising from the negligence of the County of Brant and acknowledges and agrees that the indemnity provision above in Section 6.5 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 of Brant Facility. Further, the Lessee for itself and on behalf of its invitees, guests and participants in relation to in connection with the Lessee's use

of the County of Brant Facility hereby releases and holds harmless The Corporation of the County of Brant its elected officials, officers, directors, employees, consultants, agents, successors, contractors, and assigns, or any of them, from any actions, causes of action, claims, demands, interest, damages, expenses, losses, costs, charges and other proceedings (including without limitation those relating to any infectious disease including COVID-19, and including solicitor client costs on a substantial indemnity scale basis and disbursements) whatsoever kind and nature that may be made or brought against or suffered by or imposed upon any or all of them as a result of anything related directly or indirectly to the use of the County of Brant Facility permitted under this Agreement.

- 7.3 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.
- 7.4 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 (i.e.. a provincial or national organization if applicable).
- 7.5 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.

I have read and on behalf of the Lessee 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, and hereby warrant and represent execute this agreement on behalf of the Lessee and have sufficient power, authority and capacity to bind the Lessee with my signature.

I, _____, representing _____
(Print Name) (Name of group, organization)

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Dated this _____ day of _____ 20____.

Signature of Lessee (Group/Organization)

Signature of County (County of Brant)