



INDOOR TURF FACILITY RENTAL AGREEMENT

1. This Agreement encompasses the following Policies:

- Recreation Facility Booking Policy – Policy Number – CMS-2025-04
- Sport Facility Allocation Policy – Policy Number CMS-2025-05
- Respect and Responsibility Policy – Policy Number CMS-2025-06
- Recreation Facility Cancellation Policy – Policy Number CMS-2025-03

I understand that by signing this document, I am subject to the above-noted policies. The Lessees(s) acknowledge that on the date of their event the most current version of any of the above policies will be applicable and is to be adhered to. The most current version of all policy can be found at www.brant.ca

2. Definitions

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

Contract Booking – refers to any permit that includes a regularly reoccurring booking within a recreation facility. This can include seasonal contracts within allocated sport seasons, or annually.

Facility – includes all indoor and outdoor recreation facilities at any County of Brant owned and operated designated site.

Facility Booking Office – means the Community Services Department, centralized booking location.

Lessee – entity renting space from the County of Brant, can be an individual, organization, or a business.

Lessor – County of Brant as owner/operator of rental spaces pertaining to this policy

Rental – a contract/permit that has been confirmed and paid for a specific date and time

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

One Time Booking – means any booking that does not occur over multiple dates.

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

Time Slot – a specified rental period e.g. 1 hour of ice time, two hours for a soccer field

3.0 General Terms and Conditions - Turf Rental Contracts

3.1 Lessee(s) must be at least 18 years of age and must be in attendance for the entire event.

3.2 In order for the specific 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.

3.3 Failure to comply with this Turf Facility Rental Agreement may result in the permit being cancelled.

3.4 A copy of the Lessee's Certificate of Insurance shall be submitted at least two weeks prior to the first date booked for review and approval by the County prior to the turf season or event date. If purchased through the County of Brant third party provider, it will be added to your permit at an additional cost.

It is the responsibility of the Lessee to ensure all information related to their event provided to the facility booking office is accurate and current. The lessee acknowledges that any inaccuracies to the provided information could result in termination of their rental or improper insurance coverage for their rental.

3.5 A one-hour turf rental is based on fifty-five (55) minutes of turf time and five (5) minutes for maintenance switchover. Modifications may be required on occasion to ensure facility runs in a timely manner. Lessees causing damage to the turf surface shall have their turf time reduced to accommodate the necessary repair work by maintenance staff.

3.6 Lessees, including their invitees, guests, spectators and participants participating in illegal activities or prohibited behavior in the facilities shall be dealt with and consequences will be enforced as outlined in the Respect and Responsibility Policy. Consequences could include warning letter or contract suspension as outlined in the policy. All levels of discipline will be kept on file. Continuing infractions may lead to the refusal of further contract applications.

3.7 The Smoke Free Ontario Act designates all municipal buildings are smoke/vape free. The group/organization shall ensure that smoking and/or vaping is not permitted in the Facility and/or within 20m of the property boundaries.

3.8 Alcoholic beverages, narcotics, and/or tobacco & e-cigarette/vape products of any kind are not allowed in any area of the said building or the entrance or appurtenances thereto. User groups/organizations/individuals participating in prohibited activities in the facilities shall be disciplined as per the Respect and Responsibility Policy, all infractions will be kept on file as outlined within the aforementioned policy. Reoccurring infractions can result in immediate termination of an existing permit, future use and 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.

3.9 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 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. Where applicable lessees must have a designate 18yrs of age or older sign out the assigned room key and are responsible for its return thirty (30) minutes after the turf time has ended to appropriate County of Brant staff.

3.10 The County reserves the right to amend (cancel or change) any rental time to accommodate the needs of other users, if necessary, in its sole discretion. The County will make every effort to only amend contracts if absolutely necessary and will work to find the most equitable and least disruptive alternative amongst users.

3.11 The Lessee shall be responsible for all damages caused to the building, grounds, chattels or 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 or significant damages by any Lessee shall result in having their turf-renting privileges revoked.

3.12 All Lessees are responsible to ensure its organization adheres to the Respect & Responsibility Policy.

3.13 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

3.14 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.

3.15 The Lessee agrees to defend, indemnify and save harmless 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.

3.16 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.

3.17 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.

3.18 The Lessee on behalf of its organization shall ensure that dressing rooms are vacated within thirty (30) minutes after the turf time ends. The Lessee agrees to leave the dressing room(s) in a clean condition. Lessees that fail to vacate or leave the dressing room in a clean condition after their rental period will result in the Lessee's turf contract being suspended as per conditions in 3.6.

3.19 Digital recording devices/cameras are not to be used in dressing rooms, washrooms, shower areas (or other spaces with assumed privacy as a result of how the space is being utilized). If staff receive concerns regarding video taping/pictures being taken staff reserve the right to ask anyone on the facility property to discontinue their actions or to have them removed from the facility. If you wish to video tape/capture photos for professional or streaming purposes prior consent from County staff must be received and any requested documentations, permits and/or payment of fees. Please note some County facilities and grounds are under surveillance for security purposes.

3.20 In order to maintain the efficient scheduling of maintenance staff and to ensure accurate communication of dressing room assignments to participants, the County of Brant requires that all Lessees supply turf use schedules prior to the turf season commencing.

Any schedule changes should be forwarded to the specific facility as soon as possible upon the confirmation of the schedule change.

3.21 The County of Brant reserves the right to curfew any games to maintain the schedule submitted. It is the responsibility of the Lessees to inform the specific Facility Supervisor(s) or representative of any special requirements regarding curfews at the time the schedules are submitted. Lessees should ensure enough time is booked for scheduled games that require no curfew.

3.22 In order to maintain facility hygiene, all participants will use paper towels/tissue on hand to wipe the face or blow the nose on the bench and throughout the facility and ensure tissues are properly disposed of in garbage cans. Spitting and blowing the nose without tissue is absolutely forbidden.

4.0. Turf Rental Fees

4.1 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 annually on April 1st.

4.2 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 turf time.

4.3 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 or their designate.

4.4 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.

4.5 The County of Brant facilities shall generally be closed to the public, annually, on statutory holidays, unless a minimum rental request for 6 hours is received and based on the ability to provide the services. Additional fees as outlined in the Fees and Charges by-law will be applied for any bookings on Statutory holidays. 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 are to be approved by Facilities Supervisor(s) and only 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 rate plus a surcharge of 2 times of the applicable rental rate.

Facilities could have additional closure dates not outlined above due to staffing capacity or required maintenance.

4.6 Any balance outstanding beyond thirty days from the date of billing will be assessed a late payment charge, at a maximum amount of 15 % per annum or 1.25 % 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 ninety (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 ninety (90) days will become frozen. Once an account has reach 120 days the account may be sent for collection or added to property taxes.

4.7 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 arenas may be subject to conditions outlined in the Fees Schedule, any joint use agreements with the respective Boards of Education and the ice allocation policy.

5.0 Amendments, Cancellations, Transfers

5.1 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.

5.2 In the case of adverse weather conditions, equipment/mechanical failures and/or inadequate facilities due to circumstances outside of the control of Community Services staff, all rentals will be cancelled and refunded in full, unless able to be rescheduled at a time suitable to the lessee. When the cancellation due to adverse weather is pertaining to a contract rental, the date 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 Office of the cancellation within 3 days of the cancellation (72 hours)

5.3 The Lessee shall submit in writing a cancellation request.

5.4 The Facility Booking staff shall attempt to re-schedule the event and amend the permit if possible.

5.5 The approved administration fee as set out in the fees and charges by-law will be charged for every hour of time returned. Refunds will be issued as per standard procedures of the Facility Booking Office.).

5.6 The subletting of turf by the Lessee is prohibited. All unused turf time must be returned to the Facility Booking Office for resale as a new rental contract.

5.7 The practice of occasionally transferring turf or trading turf between Lessees is acceptable upon notification and forwarding of the related schedule updates to the Facility Booking office to amend each applicable permit.

5.8 Any Lessee regularly turning back/not using rental time will have their allotment of time reviewed before the next applicable rental season.

5.9 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 applicable Director/Manager and or their designate 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 department General Manager and/or their designate. A negotiated cancellation fee will be applied at the discretion of the General Manager and/or their designate.

5.10 Contract Rentals

5.10.1 Lessees will be charged the approved administration fee as set out in the fees and charges by-law (after the October 31 deadline for **every hour** cancelled in their contract.

5.10.2 Groups other than Minor, Junior and Regional groups are allowed a 5% return of rental time for the season based on contracted hours for the season. Example: 1 hour for every 20 hours booked. Groups/organizations will be charged 100% of the turf rental fees for any further turf time cancelled unless it can be re-sold.

5.10.3 For the period of October 31– March 31 of each -indoor turf season, Minor, Junior and Regional groups will be charged 50% of their rental time costs for any rental time cancelled, unless it can be re-sold.

5.11 One-Time Rentals

5.11.1 All users will be charged the approved administration fee as set out in the fees and charges by-law for **every hour** cancelled.

5.11.2 Users will be charged 50% of their rental time costs for any rental time cancelled. If cancellation notice is received within 72 hours of the rental start time no refund will be provided.

5.12 Tournaments and Special Events

5.12.1 Indoor Tournaments will be charged 50% 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 notices, in whole or in part, is less than 21 days prior to the tournament, 50% of the rental fees will be charged regardless of whether it is resold and the applicable administration fee will be charged as per the fees and charges by-law.

5.12.2 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 as approved in the fees and charges by-law will apply.

6.0 Tournaments and Special Events

6.1 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. Any tournaments/special events not requested at the time of turf allocation may not be able to be accommodated into the facility schedules.

6.2 The tournament or special events chairperson or designate shall meet with the specific Facility Supervisor, 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.

6.3 For all tournaments or special events held October 15th, through to March 31st, 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.

6.4 Tournament organizers are encouraged to build in additional time to accommodate any delays during the tournament time block due to unforeseen circumstances. If

tournament rules do not permit curfew of games, this must be noted on all requests and built into the allocated times for the event

6.5 Requests for special events that wish to use the turf surface for purposes outside of traditional sports use will be approved at the sole discretion of the Facility Supervisor and/or Manager to ensure activities permitted will not compromise the integrity of the turf surface, resulting in damages/disrepair.

7.0 Health and Safety

7.1 The Lessee acknowledges that there are health and safety matters that are outside of the County's control. The Lessee acknowledges that such health and safety concerns may require the County to, without notice, alter the terms and conditions of the permit, terminate this Agreement, and/or close County of Brant facilities. 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 or damages (including but not limited to special, consequential, incidental, direct, or indirect) to the Lessee from any alteration or termination of this Permit.

7.2 The Lessee is responsible to ensure any and all Public Health directives and provincial orders, as applicable, are being strictly adhered to by the Lessee and all of the Lessee's invitees, guests, spectators and participants. Without limiting the generality of the foregoing, the Lessee is responsible for cleaning, sanitizing or disinfecting touch points.

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. Any player or coach receiving a red card must immediately leave the facility.
5. A team manager, coach or team representative is responsible for the conduct of all players.
6. No spitting is permitted on the playing surface or within the facility.
7. No participants may have coins, keys, or other objects in his/her pockets while participating in activities on the playing surface.
8. 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.
9. No spectators are allowed on the playing surface at any point.
10. 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.

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.

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.

I, _____, representing _____

(Print Name)

(Name of group, organization)

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.

Dated this _____ day of _____ 20__.

Signature of Lessee

Signature of Lessor (County of Brant)