



Sports Field and Beach Volleyball 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. General Terms and Conditions

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 Sports Field 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 Groups causing damage to the field shall have their field time reduced to accommodate the necessary repair work by maintenance staff.

3.6 Athletic fields will be groomed and lined for user groups and bases/mounds will be put out. Rental groups will need to submit their lining needs, beyond the normal slo-pitch/baseball layout, to the applicable Parks and Facilities Supervisor.

All sports fields will be maintained and inspected on a regular basis.

Ball diamonds will be groomed to loosen and level the playing field prior to play. Warning tracks will be regularly maintained on all applicable fields.

Mid-day grooming is required on all ball diamonds during tournaments. Please allow for a minimum 30 minute break in the schedule for each diamond being used for the grooming. Times must be staggered to allow staff to move from diamond to diamond. All tournament requests will be responsible for submitting the Outdoor Special Event Checklist to the Facility Booking Office as per the dates provided by the office.

On soccer fields that have installed goal posts, groups wishing to have netting must supply their own netting. Nets must be secure and removed at the end of the season.

3.7 When fields are closed due to weather conditions they will be posted on the County of Brant social media. All postings will be done on Monday to Friday by 4:00 pm the day of the rainout at www.brant.ca/sportscancellations Anything outside of these hours are at the discretion of the staff on site, applicable supervisor or at the discretion of the umpire/league.

No one is allowed to try and alter the field conditions in any way. Dragging wet fields, shovelling water off or digging trenches to get rid of water will damage the field more and may result in cancellation of rental privileges.

3.8 All use of lights must be relayed to the facility booking office to be added to the rental contract at an additional cost. Lights are scheduled for a minimum of 2 hours.

3.9 Lessees, including their invitees, guests, spectators and participants participating in illegal activities or prohibited behavior in the facilities shall receive a warning letter for their first infraction; have their field contract suspended for 2 weeks for the second infraction; have their field 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.

3.10 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.

3.11 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.

3.12 Food vendors/service or vendor locations shall be approved by the Facility Supervisor prior to attending the 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.

3.13 The Lessee agrees to place all garbage/recycling in the bags or containers at the site.

3.14 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.

3.15 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.

3.16 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.

3.17 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.

3.18 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 field contract being suspended until paid and future requests being denied. Frequent or significant damages by any Lessee shall result in having their field-renting privileges revoked.

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

3.20 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

3.21 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.

3.22 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.

3.23 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.

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.

4. Sports Field Fees

4.1 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. 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 field time.

4.3 Any Lessee that has an outstanding balance for rental fees prior to the start of a new sports field season shall not be allowed any field-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 field 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 the ability to provide the services on the holiday. Additional fees as outlined in the Fees and Charges by-law will be applied for any bookings on Statutory holidays.

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 3 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 (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.

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 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.

5. Amendments, Cancellations, Transfers:

5.1 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 addition, as noted in 3.18 other cancellations could be required. 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 any request for cancellations.

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

5.5 The approved administration fee as set out in the fees and charges by-law will be charged for every two (2) hours of time returned.

5.6 Cancelled regular or post season dates must be submitted a minimum of 2 days prior to the rental date.

5.7 From July 15th, Field User groups with contract bookings 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 above. This will be at the discretion of the applicable Director and/or their designate.

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.

5.10 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 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.

5.11 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 as approved in the fees and charges by-law 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.

5.12 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. Health and Safety

6.1 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.

6.2 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.

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)