

THE TOWNSHIP OF ADJALA – TOSORONTIO

1. Will not be held responsible for liability claims against the Contract Holder unless the Contract Holder is an affiliate under the Township's Insurance for affiliate groups.
2. Will not be responsible for damages, loss or theft of equipment or clothing of any Contract Holder or their guests.
3. Reserves the right to cancel or accept any event solely at their discretion. (Municipal uses shall reserve priority).
4. Reserves the right to require paid duty O.P.P. Officers and/or professional security staff to attend any event and reserves the right to designate staff to attend any event to ensure that all conditions and regulations are adhered to and costs shall be borne by the Contract Holder..
5. Shall only communicate with, and provide information to, the applicant or authorized agent of the organization/club.

Initial of Contract Holder acknowledging this section has been read _____

THE CONTRACT HOLDER

6. Is a minimum of 18 years of age at the time of the booking and must be present during the permitted times or have a designated person supervising at all times. Anyone under the age of 13 must be supervised at all times.
7. Hereby agrees to indemnify and hold harmless the Township of Adjala – Tosorontio from all claims and actions arising as a result of the use of the facility and shall comply with the maximum occupancy load of the facility, as governed by the Fire Regulations specified by the Fire Chief.
8. Agrees that activities designed to create profit or monetary gain for individuals, groups or companies shall not be permitted. Fundraising ventures will be considered on a per application basis.
9. Applications may be brought to Council for consideration at the discretion of the Clerk and/or designate.
10. Agrees that any damages sustained to a facility during an event shall be the responsibility of the Contract Holder in its entirety, where they are deemed responsible.
11. Shall be responsible or shall appoint a designate to be responsible for the conduct and supervision of all persons attending this event and shall ensure all regulations contained in this contract are adhered to. Vandalism, littering, abusive language, smoking and use of alcohol shall be deemed as just cause to cancel a contract or refuse future contract applications.
12. Shall adhere to the specified contract start and end time of the event. Occupying the facility before the contract start time, or after the contract end time, is strictly prohibited and subject to additional rental fees (unless prior arrangements have been made with the Township). The premises must be returned to the same condition as prior to the commencement of the event. This includes, but is not limited to, sweeping, removal of all garbage and recycling and disposing of such in a legal manner.
13. **Shall ensure that a facility key is picked up from the Township on the last business day prior to the event booking.** The key will only be released to the Contract Holder, unless prior arrangements have been made with the Township. The Contract Holder must ensure that the facility is made secure upon leaving and that all keys are returned to the Township on or before the next business day following the event. The Contract Holder shall not make copies of keys.
14. Shall refrain from prohibited activities including any activity which causes or may potentially cause physical damage to municipal property; the construction or attachment of any items to the facility without prior consent from the Township; activities which are considered illegal or which could support illegal activities; activities which are considered prejudicial against any particular group; activities which may be harmful to the integrity of the Municipality.
15. Shall ensure that any events in which prepared food is being sold comply with the Simcoe County Health Unit regulations for selling food.
16. Shall ensure that proof of liability insurance meeting Township requirements (where required) is received by the Township a minimum of 7 business days prior to the event taking place. Failure to provide proof of liability insurance within the specified time frame will result in the cancellation of the contract.

Initial of Contract Holder acknowledging this section has been read _____

COMMUNITY ROOMS AND OUTDOOR FACILITIES – IMPORTANT INFORMATION

17. The charging of admission fees for any event, whether indoor or outdoor, is strictly prohibited unless prior approval has been obtained from Council.
18. The Facility Rental Contract is not valid until the application, deposit and fees have been paid in full, proof of liability insurance is provided (if required) and/or any other documents as required by the Township have been received and approved. The Township will only accept **original** signed Facility Rental Applications/Contracts (faxed or e-mail copies will not be accepted).
19. All rentals will require a damage deposit, in the form of cash or cheque, of \$100.00 per application and shall be returned after the event following a satisfactory inspection of the facilities by the Clerk and/or designate.
20. All rental fees paid will be forfeited to the Township in the event of a cancellation. No exceptions
21. The sale and/or consumption of alcohol are strictly forbidden at all indoor and outdoor facilities unless prior approval has been obtained by Council.
22. The Township of Adjala – Tosorontio strongly recommends obtaining insurance for all events, however, in cases where the Public is invited to attend the event, the Township will require proof of liability insurance. Contract holders are responsible for their own liability insurance and for ensuring that the Township of Adjala – Tosorontio is added to the policy as 'additional insured', to a minimum of two million dollars of general liability. To obtain insurance, you can contact your own household insurance broker.
23. Smoking is prohibited in all municipal facilities and in municipal parks in accordance with the *Smoke-Free Ontario Act*.
24. All exits must be kept clear and free from obstructions at all times.
25. Contracts are valid for the specified use, location, date and time and may not be changed unless prior approval has been obtained from the Township. Under no circumstances shall a Facility Rental Contract be subleased.

Initial of Contract Holder acknowledging this section has been read _____