



# RENTAL AGREEMENT 2023 Sports Fields

Applicant Name			
Email		Phone	
Organization			
Booking Date(s)			
Start Time		End Time	
Event Type			
Sports Field			

I/We, the undersigned, am/are the authorized agent for the Applicant, and I have read and agree to abide by the Terms & Conditions below. I/we recognize that it is incumbent upon the Applicant to provide liability insurance coverage sufficient to insure the Applicant and the Township of Adjala-Tosorontio against any actions, claims or proceedings which may arise from the use of the facility on the date(s) identified above, and that the Township of Adjala-Tosorontio, its agents, and officials shall in no way be held liable for any damage, injury, accident, or loss resulting from the use of the facility. The undersigned further acknowledges and agrees to be bound by the terms and conditions set out below.

**Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Charitable organization – Registration #:** \_\_\_\_\_ **(If applicable)**

**THE TOWNSHIP OF ADJALA – TOSORONTIO**

1. Will not be held responsible for liability claims against the Applicant unless the Applicant is an affiliate under the Township’s Insurance for affiliate groups.
2. Will not be responsible for damages, loss or theft of equipment or personal items of any Applicant or their guests.
3. Reserves the right to cancel or accept any event solely at their discretion. Vandalism, littering, abusive language, smoking and unauthorized use of alcohol shall be deemed to be a fundamental breach of the agreement and cause to cancel the agreement or refuse future contract applications.

Initial of Applicant acknowledging this section has been read \_\_\_\_\_

**THE APPLICANT**

4. 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.
5. 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.
6. Agrees that any and all damages sustained to a sports field during an event shall be the responsibility of the Applicant, where they are deemed responsible. The Applicant will be invoiced for damages.

7. Agreement holders are allowed to be on the designated field only at the days and times indicated on the agreement, and must vacate the field and all surrounding facilities by or before the end time provided. Play must not continue beyond the designated end time – regardless of weather conditions, game status, or other factors. No grace period is provided between permits with adjacent time periods, therefore permit holders are expected to conclude all activities with sufficient time to allow participants to vacate the field prior to the end time listed on the agreement so as to allow the next user to begin using the field at the start time listed on their permit.
8. Shall ensure that any events in which prepared food is being sold comply with the Simcoe Muskoka District Health Unit regulations for selling food. Visit <http://www.simcoemuskokahealth.org/Topics/FoodSafety/SpecialEvents>
9. Shall ensure that proof of liability insurance meeting Township requirements 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 agreement. The Township of Adjala – Tosorontio requires proof of liability insurance showing that the Township of Adjala – Tosorontio is added to the policy as ‘additional insured’, to a minimum of two million dollars of general liability.

Initial of Applicant acknowledging this section has been read \_\_\_\_\_

### **SPORTS FIELDS – IMPORTANT INFORMATION**

10. The Rental Agreement is not valid until the rental agreement has been signed and returned to the Township, the rental fees have been paid in full, proof of liability insurance is provided and/or any other documents as required by the Township have been received and approved. The Rental Agreement is 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 Rental Agreement be subleased.
11. The Township reserves the right to cancel any and all permits or field activities due to rain outs or for any other circumstance that has or may result in damages to the turf and playing field. Refunds or credits will be issued for cancellations initiated by the Township.
12. All rental fees paid will be forfeited to the Township in the event of a cancellation by the Applicant.
13. The Township of Adjala – Tosorontio requires proof of liability insurance for all events. The Applicant is 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.
14. Municipal or contracted service vehicles are the only vehicles permitted on sports fields/parks and associated service roads and lanes.
15. The charging of admission fees for any event, whether indoor or outdoor, is strictly prohibited unless prior approval has been obtained from Council.
16. The sale and/or consumption of alcohol are strictly forbidden at all indoor and outdoor facilities unless a special occasion permit has been obtained. Special occasion permit applications require prior approval of Council.
17. All organizations are expected to have qualified First Aid providers in attendance at every event.
18. Smoking is prohibited in all municipal facilities and in municipal parks in accordance with the Smoke-Free Ontario Act.

Initial of Applicant acknowledging this section has been read \_\_\_\_\_