



TOWNSHIP OF  
**Southwold**

CORPORATION OF THE TOWNSHIP OF SOUTHWOLD  
FACILITY USER AGREEMENT  
MUNICIPAL FACILITIES  
POLICIES AND PROCEDURES

Schedule "A"

The Corporation of the  
Township of Southwold  
35663 Fingal Line  
Fingal, ON N0L 1K0  
519-769-2010

**[www.southwold.ca](http://www.southwold.ca)**

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## 1. BOOKINGS

- 1.1 The Township reserves the right, entirely at its discretion, to accept or reject any application for the use of any grounds/facility(ies) or area under its jurisdiction.
- 1.2 Public space, facilities, and properties within the jurisdiction of the Township of Southwold will not be available or accessible to any individual or group that promotes views and ideas which are likely to promote discrimination, contempt or hatred for any person on the basis of race, national or ethnic origin, ancestry, colour, citizenship, religion, age, sex, marital status, family status, sexual orientation, gender identity, disability, political affiliation, receipt of public assistance, or level of literacy, as defined by the Criminal Code of Canada – hate propaganda laws and human rights acts.
- 1.3 Bookings will not be confirmed until all required forms and agreements have been completed to the satisfaction of the Township as required. Additionally, all requirements as set out in the Township's Municipal Alcohol Policy, the Southwestern Public Health Special Events Food Vendor Application Form, a Non-Refundable Booking Fee, proof of insurance, and the special occasion permit must be received by and to the satisfaction of the Township as required. The Township reserves the right to cancel your booking if proper documentation is not supplied within the specified time. A business day is defined as Monday to Friday, 8:00 a.m. to 5:00 p.m. Business days do not include holidays, Saturdays or Sundays.
- 1.4 Facility rentals are valid for location, date and time specified only and may not be changed or altered, unless approved by both parties. Notice of cancellation shall be in writing to the Township seven (7) days prior to the date of the function. The Renter will be responsible for all rental fees for cancellations with less than seven (7) days' notice. Where applicable, all cancellations will result in the loss of the Non-Refundable Booking Fee specified in Section 2 hereof.
- 1.5 The Township reserves the right to change any costs, responsibilities, or operational procedures relating to this agreement. The Township will notify the applicant by regular letter mail, email or telephone within ten (10) business days of any policy change. Following notification, the applicant has ten (10) business days in which to accept or reject the agreement. Should the applicant reject the changes to the agreement, he/she will be entitled to a refund.

- 1.6 The Township hereby agrees to permit the USER to utilize the grounds/facility(ies) located at Fingal Ball Park, and/or Fingal Heritage Park, and/or Corsley Park, and/or Keystone Complex and Grounds, and/or Talbotville Optimist Heritage Park, and/or Talbotville Optimist Sports Park. The USER shall not have the right to use any Township grounds/facility(ies) not specifically included in this Agreement unless the USER shall have obtained the prior written authorization of the Township in that regard.

No possessory rights are granted to the USER and in no event shall this Agreement be deemed to be a lease between the Township and the USER. In permitting the use of the above-described facility as provided in this Agreement, the Township does not relinquish the right to enforce all necessary and proper rules and laws for the efficient and effective operation of the said facility and the safety of the public.

- 1.7 The rental of any grounds/facility(ies) will not be available on days during which the grounds/facility(ies) has been closed by the administration because of inclement weather or for any other reasons.
- 1.8 Full-day rentals may have access to the grounds/facility(ies) on the reserved day as approved by the Township or as otherwise stipulated in the agreement.
- 1.9 Nothing (i.e. decorations) that may cause damage will be affixed in any way to the permanent structure of the building.
- 1.10 All grounds/facility(ies) under the jurisdiction of the Township are smoke free/vape free.
- 1.11 The maximum capacity of the Keystone Complex is 300.

## **2. DEPOSITS AND PAYMENT**

- 2.1 All Keystone Complex bookings must be accompanied by a Non-Refundable Booking Fee as per the current User Fees By-law, which is required prior to confirmation of booking.
- 2.2 A damage deposit as per the current User Fees By-law may be required at the discretion of Township staff. The Township's staff will complete a facility inspection prior to and following each rental. If the post event/activity inspection is to the Township's satisfaction, the deposit will be refunded via mailed cheque approximately two (2) weeks following the event/activity.

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Should the Township determine through the post event inspection that damage and/or extra cleaning to the facility or equipment was caused by the USER's use of the grounds/facility(ies), the entire damage deposit will be retained by the Township. If it is determined that the damage and/or extra cleaning is excessive, a quote for the repairs/cleaning will be obtained, and the USER will be responsible for the cost of same in excess of the damage deposit.

- 2.3 At the Township's discretion, the damage deposit fee may be waived. Payment must be made at the Township Office by cash, cheque, debit or credit card. A 2% surcharge is levied upon payments by credit card.

Cheques must be addressed to:

**TOWNSHIP OF SOUTHWOLD**  
**35663 Fingal Line**  
**Fingal, ON N0L 1K0**

\*There is a charge for NSF cheques. The charge will be pursuant to the Tariff of Fees By-Law.

- 2.4 Rental rates are established annually and subject to change. The year of the actual event will have that year's rental rate applied and applicable taxes as of the day of the event regardless of the booking date.

### **3. MAINTENANCE DUTIES AND OBLIGATIONS**

- 3.1 The USER shall have the sole responsibility of managing and supervising all of the events/activities it undertakes pursuant to its rights under this Agreement, including but not limited to the hiring of all necessary staff and officials, conducted on the premises, and for the enforcement of the policies, rules and regulations associated with this Agreement and as referenced in its Schedules and Appendices, together with those prescribed by any governing or applicable umbrella organizations. The USER shall be responsible for their participants and guests, and must enforce the Terms and Conditions herein to each individual in attendance. No inappropriate use of the space will be tolerated. Failure to comply will result in immediate termination of the rental.
- 3.2 The USER shall abide by and obey all laws, by-laws, rules and regulations of the Township, the Province of Ontario and the Government of Canada. The USER shall comply with all rules and regulations now or hereinafter established by the Township with respect to use of the grounds/facility(ies) described herein, including the policies, rules and regulations associated with this Agreement and its referenced Schedules and Appendices, as amended from time to time.

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- 3.3 The USER shall be responsible for any damage to the grounds/facility(ies) caused by the USER, its officers, directors, employees, volunteers, agents or contractors, invitees, spectators, members, participants in or at any event or activity hosted/planned/conducted/sponsored by the USER.
- 3.4 The Township shall not be liable for any damage to or loss of any property brought into/onto the grounds/facility(ies) by the USER, its officers, directors, employees, volunteers, agents or contractors, invitees, spectators, members, participants in or at any event or activity hosted/planned/conducted/sponsored by the USER.
- 3.5 The USER shall pay for all damages to the property of the Township of Southwold arising from the use of the grounds/facility(ies) where the USER is deemed responsible.
- 3.6 Except as otherwise specifically provided for herein, the USER shall be responsible for all maintenance and use activities associated with its rights under this Agreement.
- 3.7 USER Groups using the outdoor facilities are responsible for keeping the grounds/facility(ies) clean and free of garbage. All garbage is to be cleaned up and put in the garbage receptacles and at the end of each rental.

#### **4. SAFETY**

- 4.1 The USER shall have the sole responsibility for the supervision, control and safety of all persons entering the property or attending a function of the USER including, but not limited to, its officers, directors, employees, volunteers, agents or contractors, invitees, spectators, members, participants in or at any event or activity hosted/planned/conducted/sponsored by the USER.
- 4.2 The USER shall ensure that the grounds/facility(ies) are thoroughly inspected, including but not limited to the structures and playing surfaces, prior to use, to ensure safe conditions and to ensure that the grounds are not used until the unsafe condition has been rectified. The USER shall immediately report all unsafe conditions to the Township. The USER shall undertake appropriate interim safety measures and/or repairs until such time as the Township can respond. The USER shall file a written "incident report" for each incident with the Township of Southwold on the next business day following the occurrence or the discovery of the unsafe condition. The USER acknowledges that the Township has not provided any representation or warranty or other assurance regarding the suitability of the grounds/facility(ies) for use by the USER.

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- 4.3 The USER shall have the sole responsibility for cancelling events/activities and, where applicable, clearing the grounds/facility(ies) in the event of lightning or other inclement weather conditions or other dangerous/unsafe condition(s). The USER further agrees to ensure that no events/activities will take place when the conduct of same may cause damage or injury to the grounds/facility(ies), participants, attendees, etc.
- 4.4 A duly authorized representative of the Township may enter the grounds/facility(ies) at any time and on any occasion without restriction, for the enforcement of any of the applicable policies, rules, laws and regulations. The Township reserves the right to remove, or have removed, any person(s) due to a violation of any of the said applicable policies, rules, laws and regulations.

## **5. ALCOHOLIC BEVERAGES**

- 5.1 Alcoholic beverages of all types and descriptions are prohibited on Township property and at Township facilities unless a legal liquor license has been obtained. Illegal substances are prohibited on Township property and in Township facilities at all times. The USER will be given a copy of the Municipal Alcohol Management Policy and must complete and return Appendix F of this policy. As per this policy, the USER must acquire a Public Special Occasion Permit and personal alcohol liability insurance. The personal alcohol liability insurance must name the applicant and the Township of Southwold as co-insureds. The USER must provide a copy of both their Special Occasion Permit, liability insurance and a list of certified Smart Serve servers to the Township of Southwold Community Services & Communications Clerk prior to the beginning of the event. The USER agrees to enforce this rule with its officers, directors, employees, volunteers, agents or contractors, invitees, spectators, members, participants in or at any event or activity hosted/planned/conducted/sponsored by the USER and to notify law enforcement agencies when violations occur and appropriate action against all involved parties will apply. Full terms & conditions are outlined in the Municipal Alcohol Policy.

## **6. FOOD AND KITCHEN**

- 6.1 At activities/events where food is being served, it is the responsibility of the USER to ensure that the caterer and all food preparation and service personnel pertaining to the activity/event are aware of and likewise abide by the policies, procedures, terms, and conditions of the rental agreement.
- 6.2 Every person who intends to sell food to the public must complete and submit the applicable "Special Events Notification Form" two (2) weeks prior to the event date, to Southwest Public Health and a copy be provided to the Township of Southwold.

- 6.3 All facility rentals preparing and offering food to the public must adhere to the Southwest Public Health regulations.

## **7. EVACUATION SITES**

- 7.1 The Township has designated The Southwold Keystone Complex as an evacuation site for use in emergencies. This site is designated as a priority evacuation site for those who require assistance when a disaster occurs.
- 7.2 The USER agrees to indemnify and hold harmless the Township for any costs or expenses rising from or out of the necessity to use the rented facility of the USER as an evacuation site.

## **8. FIRE SAFETY**

- 8.1 The USER will be responsible for knowing all locations of exits and Fire Pull stations and will be responsible for activating Pull Stations upon discovery of any smoke or fire and for calling 911.
- 8.2 The USER will be responsible for evacuating all those present in an orderly fashion.
- 8.3 The USER will be responsible for making sure that all exits and aisles are kept clear and free of obstacles.
- 8.4 The USER will refrain from using unsafe electrical cords or overloading outlets.
- 8.5 The USER will ensure compliance with all applicable provisions of the Smoke Free Ontario Act, as amended.

## **9. ADVERTISING**

- 9.1 The following procedure shall be implemented in all facilities under the jurisdiction of the Township:
- a) The Township, before posting, must approve all advertising;
  - b) Display and Bulletin Boards are intended to display information concerning organization or community events. All bulletins and display materials are to be approved by the Township prior to posting. Bulletin boards are monitored and any notices/materials not acceptable will be removed; and
  - c) The Township crest/logo may only be used in advertising where the USER receives prior written permission from the Township.



## 10. CONCERNS/COMPLAINTS

- 10.1 All concerns/complaints must be put in writing, to the attention of the Township of Southwold.
- 10.2 The Township has a Respect in the Workplace (Harassment and Violence) Policy. The purpose of the policy is to minimize and/or prevent violence and unacceptable behaviour in the workplace, including all Township facilities, and to foster the safety and security of Township employees, customers, and visitors to their facilities. A copy is available upon request.
- 10.3 The USER shall be responsible for recognizing the need for assistance to address unacceptable behaviour during any activity/event, and for requesting assistance from the designated Township staff and/or the Police. All such assistance is at the expense of the USER.
- 10.4 If an incident should occur during an event/activity and Township staff is present at an event/activity, are called in to assist or are involved after the fact, Township staff is responsible for completing a "Violent Incident Investigation Checklist" and a "Violent Incident Report Form." These forms are included as part of the Respect in the Workplace (Harassment and Violence) Policy.
- 10.5 When a violation of the Respect in the Workplace (Harassment and Violence) Policy occurs at an event/activity that occurs under this Agreement and has been confronted by a Township employee or staff member, the offender shall be sent a registered letter by the Department Head or designate advising of the violation and indicating that further violations will not be tolerated.
- 10.6 Should the USER or any of its staff, volunteers, members, participants or invitees violate the Respect in the Workplace (Harassment and Violence) Policy, the Municipal Alcohol Policy or any policies or procedures relating to a facility rental again within one (1) year of receiving notice of a first violation, USER and/or the offender could be suspended from organized use of a Township facility or area for a period of one (1) year. A registered letter shall be sent by the Department Head or designate to the appropriate contact person advising of the suspension. All concerns/complaints must be put, in writing, to the attention of the Township of Southwold.
- 10.7 The concern, solution/recommendation will be addressed in writing to the complainant. The complainant will sign off on any concern that is successfully addressed.

## 11. INSURANCE AND INDEMNIFICATION

- 11.1 The USER may be required, at its/his/her expense, to obtain and keep in force during the Term of this Agreement, Commercial General Liability Insurance satisfactory to the Township, which shall be written by an insurer licensed to conduct business in Ontario and include, but not be limited to, the following:
- a) A limit of liability not less than \$2,000,000.00 per occurrence;
  - b) The Township shall be named as an additional insured;
  - c) The policy shall contain a provision for cross liability and severability;
  - d) Non-owned automobile coverage with a limit of \$1,000,000.00, including contractual non-owned coverage;
  - e) 30 days prior notice of cancellation of the policy shall be given in writing to the Township; and
  - f) A certificate of insurance evidencing the above coverage shall be given to the Township by no later than 2 weeks prior to the event, each and every year of the agreement.

Failure to furnish certificates of insurance or notices of lapse on any policy constitutes a material breach and grounds for termination of this agreement.

- 11.2 To the fullest extent permitted by law, the USER agrees to defend, indemnify and hold the Township of Southwold, its directors, officers, elected and appointed officials, volunteers, agents, employees and staff harmless in connection with all losses, claims, demands, judgments, loss, liabilities, damages, costs, and expenses (including attorneys' fees) in connection with, on account of or arising from (i) any failure by the USER to perform its obligations hereunder, or (ii) any accident, injury, or damage to person or property on or about the grounds/facility(ies) or otherwise arising out of or relating to the use of the grounds/facility(ies) by the USER, or any of its staff, volunteers, members, participants or invitees. In no event shall the Township be liable for an accident, injury or damage to person or property in, or about the grounds/facility(ies) or otherwise relating to use of the grounds/facility(ies) by the USER or any of its staff, volunteers, members, participants, or invitees; or (iii) any act, or omission or breach of any provision of this Facility User Agreement or the Facility Rules and Regulations.

- 11.3 Where event/activity waivers are signed by the USERS, its officers, directors, employees, volunteers, agents or contractors, invitees, spectators, members, participants in or at any event or activity hosted/planned/conducted/sponsored by the USER, the waivers must include a statement *that "the participant agrees to indemnify and save harmless the Township of Southwold, its officers, agents elected officials and employees against any and all actions, causes of action, claims and expenses whatsoever presented by any person attending or participating in the event/activity to which this waiver relates for loss or damages sustained as a result of attending or participating in the said event/activity"*.

## **12. OTHER CONCURRENT USE OF FACILITY(IES)**

- 12.1 The USER acknowledges that the grounds/facility(ies) may be a "multi-use" facility and various areas of the grounds/facility(ies) may be required for use by other USERS for other authorized activities/events. The USER agrees that the Township shall have full, complete and absolute authority to establish the schedules for the use and availability of its facilities. The USER agrees to comply with any schedules so established and to cooperate in any sharing arrangements so determined by the Township.

## **13. ALTERATION OF FACILITIES**

- 13.1 The USER shall obtain the written approval of the Township prior to undertaking any alterations to the Township's facility(ies) and to comply with all applicable law, regulations and municipal by-laws in the completion of any Township approved alterations. Upon termination of this Agreement, all authorized improvements to the Township's facility(ies) shall, without compensation to the USER, become the property of the Township.

## **14. NOTICES AND OTHER COMMUNICATIONS BETWEEN THE PARTIES**

- 14.1 All notices or communications pursuant to this Agreement shall be sent to the Chief Administrative Officer in writing to the Township Office at the address hereinbefore set forth. The USER may not assign any interest in the Agreement to any person nor can the USER delegate any duties under this Agreement, without the prior written approval of the Township.

## **15. SEVERABILITY**

- 15.1 The Township of Southwold reserves the right to cancel this Agreement should there be a breach of conditions or regulations or should the premises not be used for the purpose specified on the application. If any section or clause of this Agreement is held invalid by a court of competent jurisdiction, or is otherwise invalid under the law, the remainder of the Agreement shall remain in full force and effect.

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**SOUTHWOLD FACILITY USER AGREEMENT  
SIGNATORY PAGE**

The Corporation of the Township of Southwold hereby grants permission to use the grounds/facility(ies) as outlined herein, subject to the terms and conditions of the Agreement and all documents attached hereto, all of which form part of this agreement. The undersigned has read, and on behalf of the USER, agrees to be bound by the Agreement and all Schedules attached hereto together with all the applicable policies, procedures, laws, by-laws, and regulations of the Corporation of the Township of Southwold (the "Township") and hereby warrants and represents that he/she executes this Agreement on behalf of the USER and has sufficient power, authority and capacity to bind the USER with his/her signature. The undersigned acknowledges receipt of the Township's Facility User Agreement and its Terms and Conditions herein.

USER Name: \_\_\_\_\_

USER Signature: \_\_\_\_\_

Date: \_\_\_\_\_

TOWNSHIP Signature: \_\_\_\_\_

Date: \_\_\_\_\_