

Southwold Parks Rental Agreement

Name/Purpose of Event:	
Name of Group or Organization:	
Primary Contact Person:	
Secondary Contact Person:	
Contact Address:	
Primary Contact Number:	
Secondary Contact Number:	
Email Address:	
Not for Profit #:	
Date of Event (if multiple dates, attach schedule)	
Time of Event (start and end time):	
Expected Attendance:	

Park Requested		
Fingal Ball Park	Fingal Heritage Park	
Corsley Park	Keystone Complex Grounds	
Talbotville Optimist Sports Park	Talbotville Optimist Sports Park	
Facility Requested		
Pavilion	Ball Diamond(s)	Soccer Field
Barn	Horse Ring	Grounds
Please note: There is no alcohol permitted in Township Parks without Township of Southwold approval		

Signed Facility User Agreement Provided:	
Proof of insurance provided (required for sporting events):	

TERMS AND CONDITIONS

SPORTS TEAM RENTALS:

1. **TOWNSHIP RESPONSIBILITIES:** The Township shall be responsible for cutting and trimming the grass one (1) time per week during the season; dragging the ball diamond one (1) time per week during the season; maintenance of goal posts; emptying dumpsters as required; and cleaning washrooms one (1) time per week.
2. **USER RESPONSIBILITIES:** 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, conduct on the premises, and for the enforcement of the policies, rules and regulations associated with this Agreement together with those prescribed by any governing or applicable umbrella organizations.

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, including but not limited to:

- Field lining, maintenance of line(s) and providing qualified referees;
- Ensuring players wear the appropriate sport specific protective equipment;
- Regular pick-up of the trash off the fields after each event and placing the trash in garbage cans provided by the Township;
- Unlocking the doors and turning water on for the washrooms at the beginning of each game, and locking the doors and turning the water off to the washrooms at the end of each game, where applicable;
- Storage of equipment at the end of the season, and returning the premises back to the general conditions of cleanliness and repair in which it was found;
- Reporting incidents/accidents in a timely manner;
- Booking, scheduling and collecting registration fees;
- The USER may authorize a competent person to utilize Township equipment for the purposes of touching up diamonds between diamond dragging as required;

- Educating attendants about appropriate behaviour and any rules that might apply, etc.
3. **INSURANCE:** The USER shall, at its/his/her expense, obtain and keep in force during the Term of this Agreement, Commercial General Liability Insurance satisfactory to the Township, which insurance 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. 30 days prior notice of cancellation of the policy shall be given in writing to the Township; and
 - e. A certificate of insurance evidencing the above coverage shall be given to the Township **prior to entry on the grounds**, 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.
4. **TEAM ROSTER:** The USER shall provide a team roster to the Township of Southwold prior to the beginning of the season, each and every year of the Agreement. A blank Sports Team Roster has been attached to this agreement and may be used to fulfill this requirement.

ALL RENTALS

1. **PAVILIONS:** All pavilion rentals are scheduled rain or shine. There are no refunds after the date. Pavilions may be located adjacent to a ball diamond or soccer field. Sporting activities may be occurring at the same time as your event. Diamonds or fields are available for rent if not previously rented by another user group.
2. **WASHROOMS:** If using the Talbotville Optimist Heritage Park facilities without timed washroom access, instructions for the washrooms will be given to you one (1) week prior to the rental of the facility.

3. **GARBAGE:** If using the Keystone Complex and Grounds, all garbage bags are to be removed from the receptacles and placed in the dumpster, located at the rear of the complex, at the end of your rental. If using another location other than the Keystone Complex & Grounds, please ensure all garbage is collected into the garbage bags provided in garbage cans and leave the bags in the cans at the end of your rental.
4. **END TIMES:** Rentals must finish in the parks by 11:00 PM. It is the USER's responsibility to have the pavilion cleaned and vacated by the end time.
5. **COMPLETE TERMS & CONDITIONS:** The full Terms and Conditions for USERS is outlined in the Facility User Agreement - Municipal Facilities Policies and Procedures.



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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 Schedules attached hereto together with all 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 Terms and Conditions.

USER Print: _____

USER Signature: _____

Date: _____

TOWNSHIP Signature: _____

Date: _____

For office use:

Application reviewed by staff: yes / no Application Approved: yes / no Deposit: yes / no
Date paid: _____ Receipt #: _____ Method of payment: _____

