



FACILITY RENTAL AGREEMENT
hereinafter referred to as "Rental Agreement"

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Created: May 14, 2015
Amended: Nov. 26, 2015

Between
The Corporation of the Town of Bracebridge
Hereinafter referred to as the "Town"

User of the Facility
Hereinafter referred to as "The Renter" or the Renter(s)

1. The Renter as a party to this Rental Agreement agrees to compensate the Town for any damage or loss to property or equipment contained within the facility and arising out of The Renters use of the facility.
2. The Renter(s) of Town facilities must be the legal age of eighteen (18) years or older to enter into a rental contract, and nineteen (19) years or older to obtain a Special Occasion Permit for the provision of alcohol.
3. The Renter will ensure that all persons in attendance at the event associated with this Rental Agreement shall conduct themselves in an orderly manner and comply with all Federal, Provincial and Municipal laws, by-laws, regulations and policies. Failure to do so may result in the cancellation of this Rental Agreement, at the option of the Town and refuse the privilege of returning to the premises at any time to any person or group of persons without prejudice.
4. Any costs incurred by the adherence to these guidelines shall be the responsibility of the Renter or organizing group, including but not limited to rental costs, administrative services, law enforcement and security, site amenities, required signs, etc.
5. The Renter will not exchange or give the use of the facility, for the date(s) on this Rental Agreement to any other person or group without the written permission of the Town's Recreation Department (the "Department").
6. The Renter shall not charge an admission fee for non-participants or spectators unless provided for in this Agreement or approved by the Town.
7. In the case where the approved hours and capacity stated on another Agency Permit (i.e. L.L.B.O. permit) conflict with the Facility Permit, the later commencement time, earlier termination time and lower capacity will take precedence.
8. Town booking of school facilities is subject to terms under the Board(s) of Education Reciprocal Agreement including payment, changes to permits and cancellations.
9. The Town of Bracebridge will not be liable/responsible for any lost or proper property on the premises.
10. **Insurance Requirements**

The Town requires proof of insurance 30 days prior to the first date of the permit. The Renter can purchase insurance through the Town or through their own insurance provider. Some of the Town's insurance categories are provided below:

a) No alcohol beverages being served

The Town requires The Renter to carry general liability insurance in an amount of not less than two million dollars and to provide the Town with proof of insurance coverage naming the Town as an additional insured. Additional insurance coverage may be required when for other activities wherein other authorities have jurisdiction. ie filming, licenses. If other authorities have jurisdiction the Town requires confirmation of their general liability insurance in an amount agreed to by the Town but not less than two million dollars and to provide the Town with proof of insurance coverage naming the Town as an additional insured.

b) Alcohol beverages being served

The Town requires The Renter to carry general liability insurance in an amount of not less than five million dollars and to provide the Town with proof of insurance coverage naming the Town as an additional insured. Confirmation of coverage must also include Host Liquor Liability up to the full policy limits. (Special occasion permit must be issued to the individual obtaining the insurance.)

c) Higher Risk Activities ie firework displays, inflatable apparatuses, high risk sport activities, amusement rides

The Town requires The Renter to carry or cause to be carried general liability insurance in an amount of not less than five million dollars and to provide the Town with proof of insurance coverage naming the Town as an additional insured. Confirmation of coverage must include that all activities are insured up to the full policy limits.

The Town reserves the right to request such higher limits of insurance or other types of policies appropriate to this Rental Agreement as the Town may reasonably require.

11. Special Events Policy

The Renter must abide by the Special Events Policy for any activity taking place in Town-owned facility/property within the Town of Bracebridge that require special requirements such as security precautions; parking; noise & animal control; barricades, locates, waste; road closures; food handling, Public health & safety, portable toilets; first aid requirements; fire routes, capacity restrictions; tents, signage, lifeguards; etc. Special Event permits must be obtained by contacting the Corporate Services Department at (705) 645-5264 in advance of the event.

12. Tents

If a Renter requires to erect a large tent structure for the event, they may be required to obtain a building permit for the structure and should contact the Planning and Development Department – Building Branch, and discuss the requirements with the Building Assistant at (705)645-5264 ext. 236.

13. Transient Trader

A transient trader is a retail vendor who is not based in Bracebridge with an established retail location and currently paying business tax and/or property tax who wants to come to Bracebridge to sell their retail activities. Under Bracebridge By-Law, an applicant must first obtain written permission from the property owner(s) where the event is to take place, and be issued a business license for use. (auctioneers exempt)

14. Signage

The erection, placing and display of all signage must be in compliance with Town of Bracebridge and District of Muskoka Sign By-Laws. The Renter must obtain a sign permit by contacting the Building Assistant at (705)645-5264 ext. 236 in order to display event signage (excluding Council approved special events) anywhere within the Town of Bracebridge roads and provide the Recreation Department with a copy of the sign permit one week prior to the event. The Renter may require a sign permit for District Roads contacting the District at 705-645-2100 ext 222 and provide a copy to the Recreation Department one week prior to the event. The Renter must have obtained the necessary sign permit prior to erecting, placing or displaying any event signage within the Town of Bracebridge and District of Muskoka. Failure to obtain the required permits will result in all unlawful signage being removed at the owner's expense and legal action being taken for the by-law violation.

15. Staffing

The Town's Recreation Department reserves the right to designate staff to attend any event to ensure that all regulations are being observed and respected.

16. Alcohol Beverages

The Renter must obtain a Special Occasion Permit from the LLBO (Special occasion permit must be issued to the individual obtaining the insurance), provide a copy to the Sportsplex Administration office 1 week prior to the event, and display it on the wall of the bar during the event. The Renter must ensure all alcohol servers are Smart Serve certified. When alcoholic beverages are being served the Renter is required to provide supervisors sufficient to effectively monitor the entrances and exits. When alcoholic beverages are permitted, alcohol is to remain in the licensed area only and must not be served to people under 19 years of age.

17. Bar/Concessions

Serve all drinks in disposable paper or plastic containers or original aluminium cans. Glass Bottles are to be kept behind the bar after serving. The Renter agrees to recycle any applicable materials. Stemware will be allowed at events for wine and champagne during dinner and removed and discontinued after dinner.

18. Security

The Town reserves the right to place police supervision or approved security staff at any event at the expense of The Renter. Prior to the date of the event the Town will notify the authorized representative(s) if police/security staff is required. The Town reserves the right to require a security deposit for any event. Entitlement to a refund of the security deposit and the amount of any such refund will be considered during the week following the event.

The Town and its agents reserve the right and authority to enforce the rules and regulations of the facility and to refuse admission to any person or groups who are not in compliance with same.

The name of the key contact person(s) for the night must be presented to the Town's staff or Security staff who is on duty the night of the event.

The number of persons using the Facility must not exceed its approved capacity.

19. **Smoking Regulations**

All events must be in compliance with the Smoke Free Ontario Act. Smoking is prohibited within 20 metres of children's playgrounds and public sports fields and surfaces at all times. Smoking is also prohibited in and around any area where food or beverages are served.

At the Bracebridge Sportsplex, smoking or Ecigarettes/Vaporizers are prohibited anywhere on Town or Trillium Lakelands District School Board(TLDSB) property due to TLDSB's NO SMOKING policy. There are butt out stations located at the sidewalk on Clearbrook Trail.

Smoking or Ecigarettes/Vaporizers are prohibited on or within 20 metres of any point of the edge of any playground, sportsfield, sport hard surface or spectator area.

At all other Town owned facilities smoking or Ecigarettes/Vaporizers are prohibited anywhere inside the facility or within 20 meters outside of the facility. There are 20m site maps available upon request for Annie Williams Park, Gostick Park, Kelvin Grove Park, Kerr Park, Memorial Park, Skatepark and Peake Fields.

Please contact the Tobacco Enforcement Officer, Simcoe Muskoka Health Unit, at 705-309-2599 if you have any questions.

20. **Animals and Exotic Animals**

No pets or animals are permitted in town owned facilities at any time, unless assisting the disabled or under the discretion of the Recreation and Bylaw Departments. The Renter agrees to abide by the Town of Bracebridge Exotic and Native Animals bylaw by contacting the Chief Bylaw Enforcement Officer at (705)645-5264 ext. 252.

21. **Payment**

Payment in full will be made at the time of booking or as arranged by the Town. The Town reserves the right to change the fees to the permit once the Fees and Charges by-law has been approved.

22. **Overdue Accounts**

Overdue accounts will be submitted to Collections and interest charges will apply.

23. **Cancellations/Refunds**

Refunds will not be issued for cancellations 7 days or less prior to the booking date.

Refunds will be issued LESS a 25% administration fee for cancellations when notice is given more than 7 days prior to the booking date.

Permits are issued subject to the availability of the facility on the date and time requested. Bracebridge Recreation Department reserves the right to cancel the permit at any time due to special events or unforeseen circumstances.

Whenever possible, notice will be given 48 hours in advance of any cancellation. The Town is not responsible or liable for any costs for failure in supplying the facility due to circumstances beyond its control (example: hydro failure etc.). In such cases, consideration will be given for reimbursement in part or in full for non-use.

24. **Changes**

Changes to permits can be made, subject to space, staffing, availability etc.

25. **Setup/Decorating**

Where applicable, the Renter will provide set up requirements one week prior to the event and Town staff will perform the setup of tables, chairs, stage, podium etc. as needed. Decorating, table setting etc. are the responsibility of The Renter and time requirements for decorating can be arranged with Town staff. Permanent fasteners such as screws, bolts and nails may not be used to affix decorations or props. The Renter and The Renter's Group will not arrive prior to the booked start time unless special arrangements have been made with the Department otherwise additional charges will apply.

26. **Clean Up**

The Renter will place all refuse in garbage bags or receptacles and non-compliance can also result in additional cleaning costs to The Renter. All property of The Renter and The Renter's Group must be removed after the permit time has expired unless special arrangements for storage are made with the Department. Extra cleanup charges by the Town or TLDSB may apply if extra cleaning is required.

27. **Internet Use**

Limited Internet service is available at the Sportsplex Auditorium and Conference Room.

28. **Surveillance Cameras/Pictures**

Surveillance cameras are present at selected Town-owned facilities and properties. Videos or pictures are not to be taken in any public areas without written permission from the Town as outlined in the Town of Bracebridge Collection of Images in Public Facilities Policy.

29. **Prohibited Activities**

- No use of confetti, rice, silly string or similar items.
- Parking of vehicles outside of designated parking areas.
- No changes or alterations to the Facility without the written approval of the Town.
- No posting or displaying of offensive material.
- No use of open flames except for small cake candles and candles in containers that are approved by the Town
- No use of pyrotechnics or fog machines
- No inappropriate activity as determined in the sole opinion of Town staff
- Any activities that are not part of this Rental Agreement and have not been disclosed to/approved by the Town.

30. **Inspection of Facilities Prior to Use**

The Renter shall inspect the facility prior to use to ensure safe conditions. The Renter shall not use a facility if it is unsafe, and shall ensure that no person in The Renter's group shall use the Facility if it is unsafe. The Renter shall immediately report any unsafe condition to the Town. The Renter acknowledges that the Town has not provided any representation or warranty or other assurance regarding the suitability of the facility for use by The Renter.

**TERMS & CONDITIONS
POOLS**

Created: Jan. 11, 2010
Amended: Nov. 26, 2015

1. **Address:**

Bracebridge Sportsplex
110 Clearbrook Trail
Bracebridge, ON. P1L 0A3

2. **Attendance**

Maximum attendance will be governed by Ontario Health Regulations and Town of Bracebridge Policies and Procedures. The maximum number of persons allowed in the pool area is 275 people; lap pool is 191 people; therapy pool is 25 people; leisure pool is 59 people.

3. **Pool Deck Procedures**

No participants are permitted on the pool deck without qualified lifeguards. Lifeguards will unlock change room doors and allow usage of rented pool at start of rental. At the end of the pool rental period, the Renter will ensure all equipment and participants are off the pool deck at the conclusion of their pool time.

4. **Public Swim Rules:**

- Recreational swim schedules are subject to change WITHOUT notice.
- NO street shoes are permitted on the pool deck.
- Admittance will be refused to any individual having open sores and/or a communicable disease. No band-aids are allowed in the pool at any time unless approved by the lifeguard.
- Children 7 years of age and older must use gender specific change rooms. If you have a special circumstance, please feel free to use our family change room (Bathing suits must be worn in shower and common areas) or see the deck supervisor.
- Only proper swim-wear (bathing suits) are to be worn in the pool. No cut-offs or track pants. T-shirts may be worn if approved by the Deck Supervisor.
- All swimmers must shower before entering or re-entering the pool.
- NO PERSON SHALL pollute the water in the swimming pool OR engage in boisterous play (pushing, horseplay) in or about the swimming pool.
- NO climbing onto guard towers.
- NO running on pool deck.
- NO diving in the shallow area. No running dives from the pool deck at any depth or at any time.
- NO sitting or hanging onto float/buoy lines.
- No Person shall bring glass containers, food or drinks into the pool area. Only water in plastic bottles.
- All swimmers are required to obey WHISTLE SIGNALS used by the Lifeguards. Please be aware of the following: 1 LONG WHISTLE = EMERGENCY - STOP ALL ACTIVITY, CLEAR THE POOL TO THE DECK AREA AND LISTEN TO THE GUARDS.

5. **Waterslide Rules:**

- Obey all orders by lifeguards.
- All riders must be a minimum of 42" (107 cm) tall.
- No person shall dive, run, stand, kneel, rotate or stop in the channel.
- Hands must be kept in the channel.
- No person shall bring glass bottles or food into the waterslide area.
- Only proper swim-wear (bathing suits) are to be worn on the slide. No t-shirts, cut-offs, zippers, buttons, metallic decorations etc.
- Users must leave the splashdown area promptly.
- No bunching or chaining of riders permitted.
- Remove all jewelry prior to using the waterslide.
- No person shall use the slide while under the influence of drugs or alcohol.
- Riders must be in good health; pregnant women or people with heart/back conditions use at own risk.
- The depth of the water in the channel is 9 inches (23 cm).

**TERMS & CONDITIONS
POOLS**

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Child's Age	Admission Requires	Adult to Child Ratio	Details
< 5 yrs	Always accompanied by parent, guardian or designate 16 yrs. or older	1:2 If more than 2 children per adult, other children must wear PFDs	Parent must be within arms reach at all times
6 - 7 yrs	Always accompanied by parent, guardian or designate 12 yrs. or older	1:2 If more than 2 children per adult, other children must wear PFDs	Parent must be within arms reach at all times
8 - 10 yrs	If child <i>cannot</i> pass swim test, accompanied by parent, guardian or designate 12 yrs. or older	If child <i>cannot</i> pass swim test 1:2 If child <i>can</i> pass swim test, he/she may be admitted without caregiver	Child may swim without caregiver if he/she can pass swim test
10+ yrs	May enter the pool without caregiver supervision		Patrons who cannot pass the facility swim test must stay where they can touch or wear a PFD

To pass the facility swim test: individuals must demonstrate comfort in water and swim a width of the lap pool continuously in shallow water

Slide Height: All riders must be a minimum of 42" (107cm) to use the waterslide

6. **Public Swimming Admission Standard:**
*****Accompanied refers to the child being within arm's reach of the adult*****

GENERAL FIRE SAFETY POLICIES, REGULATIONS AND CONDITIONS

The Renter must be familiar with the following fire related issues, Life Safety Systems, procedures, and documentation.

1. Fire Evacuation Routes

Town staff know where the Fire Evacuation routes are in each area of Town owned facilities. Please ask and understand where these routes are and be familiar with the Life Safety Systems.

2. Fire Alarm Pull Boxes

The Sportsplex and Arena have Fire Alarm pull boxes located throughout the building, you must be familiar with the locations in the area that you are renting, understand the purpose of the pull box and preplan your evacuation routes in order to allow easy evacuation from the area that you are renting and also the facility in general.

3. Fire Alarm System

The Sportsplex and Arena are equipped with a Single Stage Fire Alarm System. The Kerr Park Chalet is equipped with smoke detectors. Once you hear the fire alarm or smoke detector you must prepare for immediate evacuation directly to the outside of the building. Every person that is using the facility in the specific area that you have rented is directly under your responsibility. A coordinated and orderly evacuation is required immediately upon hearing the fire alarm or smoke detector.

4. Fire Evacuation

Fire evacuation routes are located and maps are posted throughout Town owned facilities. The Renter is required to preview these evacuation procedure prior to renting any space in Town owned facilities and ensure they will have adequate personnel to assist upon hearing the fire alarm or smoke detector.

5. Fire Extinguishers

Renters of any portion of Town owned facilities must be aware of the location and type of fire extinguisher in the area in which you are renting. Ensure that the fire extinguisher is fully serviceable and that the tag has been signed with the current monthly inspection. If, for any reason, the fire extinguisher requires an inspection or service, please bring this to the attention of the Town Staff.

6. Evacuation of Disabled or Challenged Persons

The Renter is required to identify any persons in attendance that may be disabled or challenged. The Renter is responsible to safely evacuate anyone with special needs.

7. Elevators

Elevators are available at the Bracebridge Sportsplex and Memorial Arena and are NOT to be used when the fire alarm is sounded.

8. Open Flame

No use of open flames is allowed except for small cake candles or candles in containers that are approved by the Town. No use of pyrotechnics or fog machines is allowed. Anyone who is in contravention to this regulation may be subject to charges under the Fire Protection and Prevention Act.

9. Obstructions of Means of Exit

All hallways and means of exit are required to be kept clear at all times. Any obstruction, including over occupation of persons, must not block hallways used as a means of egress to the outside. Propping or holding of fire doors is strictly prohibited.

10. Alarm Has Sounded

Once the Fire Alarm has sounded and all patrons have been safely evacuated, the Renter must call 911 in order to notify the Bracebridge Fire Department.

11. Fire Alarm Procedures in Pool

There will be a loud intermittent alarm to alert everyone to a fire alarm. One long whistle will clear the pool. Patrons will be directed on the deck towards the slide area where they will await further instructions in preparation to evacuate the building.

INDEMNIFICATION

1. The Renter agrees to indemnify and hold the Corporation of the Town of Bracebridge harmless from and against any liability, loss, claims, demands, costs and expenses, including reasonable legal fees occasioned wholly or in part by any negligence or acts or omissions of the Renter during the use of the town-owned facility/property save and except the negligence of the Town of Bracebridge.
2. The Renter shall be responsible for the conduct and supervision of its invitees and is responsible for ensuring the adequate insurance coverage is obtained for all activities while on the premises.
3. The Renter is responsible for any damage to the premise and/or equipment, and for any personal injuries caused while renting or using the facility/property.
4. The Town of Bracebridge will not be responsible for any loss or theft of any article of the applicant or organization, or anyone attending.

ACKNOWLEDGEMENT

I _____ (please print name) hereby agree to adhere to all the above noted conditions that apply to this permit and understand that in addition, I must comply with all and any other laws for the Province of Ontario, and Federal and Municipal law and regulations that may be applicable.

The Renter acknowledges he/she has read this Rental Agreement AND Site Specific Terms and Conditions, understands it and agrees to be bound by its terms and conditions. WHERE THE RENTER IS NOT A CORPORATION, THE RENTER UNDERSTANDS THAT THE RENTER IS LEGALLY OBLIGATED UNDER THIS CONTRACT IN HIS/HER PERSONAL CAPACITY.

The Renter must return a signed copy of this Rental Agreement to the Town at the time of booking. A facsimile copy of The Renter's signature shall be sufficient and binding.

The Rental Agreement may be executed in any number of counterparts with the same effect as if all parties had signed the same document. All counterparts shall be construed together, and shall constitute one and the same Rental Agreement.

The Renter has reviewed the permit and acknowledges it is accurate. The Renter has read this Rental Agreement and agrees to be bound by this Rental Agreement including its terms and conditions.

The Renter:

Renter's Signature

Date

Print Name of Renter

If Renter is a Corporation: I/We have the authority to bind the Corporation

Print Name: _____

Date _____

Signature _____

Title _____

The personal information collected on this form is collected under the authority of the Municipal Act, 2001 and the Liquor Licence Act and will be used for administrative purposes related to processing a licence application for use of a Town facility or space. Questions about this collection should be addressed to the Corporate Services Department at 705-645-5264.