

## APPENDIX E – PUBLIC SQUARE RENTALS

**THE TERMS AND CONDITIONS CONTAINED IN THIS APPENDIX E FORM A BINDING PART OF YOUR PERMIT AND HAVE THE SAME EFFECT AS IF THE INFORMATION CONTAINED HEREIN WERE CONTAINED IN THE BODY OF THE PERMIT.**

### Payment

1.

- (a) All rental fees payable under this Permit must be paid by the payment date by: Visa, MasterCard, Debit, Cash or Cheque
  - i. Cheques must be made payable to “Town of Bradford West Gwillimbury”. Cheques will only be accepted if provided at least 30 days prior to the Start Date. **NSF Cheques** - A service charge of \$50.00 will be charged for payments made by the Customer that are returned to the Town of Bradford West Gwillimbury.
  - ii. A 25% non-refundable deposit is required for all facility bookings. Payment shall be made in full 60 days prior to event date. Payments must be made according to the payment plan as outlined within the Permit. Failure to have your signed Permit and payment delivered (and received) at Recreation Cultural Services by the payment due date will void this Permit.
  - iii. Changes or alterations to the Permit (including but not limited to extensions of booking times, or date changes) may only be authorized and agreed upon by the Town and the Permit Holder, jointly, and in writing. Any unauthorized additional time used by the Permit Holder or any guest of the Permit Holder (including setup/clean up time), beyond those booked and stated in the Permit shall be subject to overtime charges.
  - iv. Overdue accounts will be subject to an interest charge of 1.25% per month. Accounts in arrears will be sent to third party collection and the client will be denied access to future Town bookings.
  - v. Permits are not transferable to any other person or organization.

2. Facility-Specific Provisions:

- (i) Licensed and Unlicensed rentals are available for this facility.
- (ii) Stage use is available with the permitting of this facility.
- (iii) Electrical Outlets are found throughout the facility and are available for use.
- (iv) The water feature can be turned off with written notice prior to the event.
- (v) Vehicles are not permitted within the facility, the lay-by is to be used for off loading.
- (vi) Tents must be no larger than 10ft x10ft unless approved by the Town in writing.
- (vii) Refreshment Vehicles are not permitted to operate on Town property unless they are licensed (By-law 2014-70) and have a valid Town Permit. Approved Refreshment Vehicles are to be parked in the designated location.
- (viii) Rental fees are payable as per the Town’s Fees & Service Charges By-law.

### **Set Up, Take Down and Clean Up**

3. Setup completed by the Permit Holder must ensure that all exits are kept free and clear of obstructions at all times.
4. Access to the facility on the day of the function will be limited to the start time. Access to the facility prior to the start time will only be permitted upon prior consent of the Town, and payment of an additional charge as provided in the Town's Fees & Service Charges By-Law.
5. The use of confetti, rice, glitter, sparkles, coloured powder or straw bales are strictly prohibited in the facility or anywhere on the premises. Should these items be found following the function, the cost of clean-up will be charged to the Permit Holder and payable within 30 days of date of invoice.
6. Use of inflatable equipment is strictly prohibited.
7. Use of ladders for the installation of suspended production equipment or other materials is strictly prohibited. Only elevated work surfaces (i.e.: scissor lift/spider lift) will be authorized on premises for installation purposes. Elevated work surfaces must be operated by a qualified and trained individual. At the time of application, the Permit Holder must submit proof of Working at Heights training and any applicable licensing that may be required to operate such equipment.
8. During the function, the Permit Holder shall be responsible for:
  - (i) Removing excess empty bottles and glasses from premises;
  - (ii) Putting all garbage in bags, provided;
  - (iii) Immediate clean up of all spills/broken glass etc..
9. At the completion of the function, the Permit Holder is responsible for cleaning up the facility, leaving the facility in the same or better condition as it was found, including but not limited to:
  - (i) Removing all bottles and glasses from premises and disposing of same appropriately;
  - (ii) Putting all garbage in bags, provided;
  - (iii) Removing all privately-owned tables, trestles, decorations, signage, dishes, liquids (including alcoholic beverages), etc.;

Clean up of the facility must be done immediately following the function. Permission shall not be granted to return the next day or thereafter for clean up. Additional Charges may be applicable for the removal of excessive garbage off site. This will be determined upon review of the Special Event Application.
10. All events are required to vacate the facility by the end time. Failure to vacate the facility by the end time will result in additional charges as provided in the Town's Fees & Service Charges By-Law.

## **Cancellation**

11. In the event of cancellation by the Permit Holder, where notice is given at least 60 days prior to the scheduled time, no cancellation fee is payable. Where notice is given less than 60 days prior to the schedule time, the Permit Holder shall forfeit 50% of the full rental fee.
12. **Cancellation by the Town:**

The Town reserves the right to cancel this Permit:

- (i) at any time and for any reason, without notice, should it be determined in the Town's sole and absolute discretion that the Permit Holder has failed to comply with the terms of this Permit. The Permit Holder shall not be entitled to a refund of any rental fees paid;
- (ii) at any time, without notice, if the facility is required for emergency purposes, as determined by the Town. The Permit Holder shall be entitled to a full refund of rental fees paid; or
- (iii) Upon seven (7) days' written notice. The Permit Holder shall be entitled to a full refund of rental fees paid.

## **Legislative, By-Law and Policy Adherence**

12. The Permit Holder shall be responsible for the conduct and supervision of all persons attending the Town facility pursuant to this Permit and shall see that the Terms and Conditions of this Permit, including the following By-Laws, policies and provisions are adhered to:
- (a) Capacity for each facility is governed by the Town's Fire Regulations, and specified at each facility. The Permit Holder is responsible for reading and becoming familiar with the Fire Plan approved for the facility. In the event of a fire, the approved Fire Plan is to be followed.
  - (b) The *Ontario Fire Code*, including, but not limited to section 2.4.4.1(1), which prohibits, among other things, open flames, such as candles, fireworks and sparklers, used for public assemblies in such quantities and in such a manner as to create a fire hazard unless use has been approved.
  - (c) Liquor is not permitted to be sold, provided or consumed on any portion of Town Property, with the exception of within the area of the facility where the Permit Holder has obtained the appropriate authorizations, permissions and licenses from the AGCO, in advance, with evidence of same provided to the Town. All licensed events must have Smart Serve staff on duty at all times. The liquor permit must be displayed on the board provided at each facility further to the Permit Holder's legal obligation. Alcoholic beverages must not be served to minors.

- (d) The Town's Municipal Alcohol Policy must be reviewed and signed.
  - (e) The law requires Permit Holders to make sufficient food available to guests as well as offer non-alcoholic beverages, when serving alcohol.
  - (f) Music is permitted within Town facilities as long as an Entandem fee has been collected, as the Town is required to submit third party fees to Entandem. This includes live and recorded music such as ipods, smart devices, and CD's.
  - (g) For health and safety reasons, animals and pets are not allowed within Town facilities with the exception of service animals, and no zoo to you entertainment unless written approval has been provided by the Town.
  - (h) The Town's Smoke Free Public Places By-law 2019-41, as amended, which provides that all Town facilities are 100% smoke free at all times with no exceptions. Further prohibitions are provided in the By-Law, as amended, which can be obtained on the Town's website.
  - (i) Parklands and Properties: Town Parks Restrictions By-law 1994-084
  - (j) Loitering: Loitering on Streets and Municipal Property By-law 1994-079
  - (k) Noise Control: Noise Control By-law 2008-083
  - (l) In accordance with sections 201 to 207 of the *Criminal Code*, as amended, all forms of gaming, betting, lotteries and games of chance, including but not limited to 50/50 tickets, blackjack tables, roulette wheels, etc., are not permitted and strictly prohibited on the premises, absent a valid provincial gaming license issued to the Permit Holder and produced to the Town prior to commencement of the Permit. Please contact the Town's Licensing Officer for more information.
  - (m) If conducting business activities, it is the responsibility of the customer to obtain the required licensing for food businesses as observed by the Safe Food for Canadians Regulations.
13. In the event the Permit Holder fails to comply with this section or does anything on the premises that is not authorized by or done pursuant to any required provincial license, this Permit shall be deemed automatically terminated, and the Permit Holder shall forfeit any rental fee and deposit paid to the Town.
14. The Town reserves the right in its sole and absolute discretion to designate Town employees or agents, to attend any function to ensure that all regulations are being observed and respected. Without limiting the generality of the foregoing, the Town may arrange for, at minimum, two (2) security personnel from the South Simcoe Police Services to attend a function, with such costs borne by the Permit Holder.

**Insurance, Waiver of Liability and Indemnification:**

15.

- (a) The Permit Holder hereby agrees to indemnify and save completely harmless the Corporation of the Town of Bradford West Gwillimbury, its elected officials, agents, employees, servants and/or volunteers, from and against all claims, demands, losses, damages, debts, actions, causes of action, suits, proceedings or costs whatsoever, at law or in equity, suffered or incurred by the Town whether directly or indirectly, as a result of this Permit, including but not limited to any failure by the Permit Holder to comply with the terms of this Permit, or as a result of any other matter or thing in connection therewith or pertaining thereto except to the extent that such loss arises from the independent gross negligence of the Town.
- (b) Without limiting the generality of the foregoing, the Corporation of the Town of Bradford West Gwillimbury will not be responsible for personal injury or damage or for the loss or theft of any property of the Permit Holder, or anyone attending the Town facility as a result of this Permit. Under no circumstance shall the Town be responsible for the care of or safekeeping of any property of the Permit Holder, its invitees or guests, or any damages thereto by any cause whatsoever, despite any undertaking unless such undertaking is provided in writing.
- (c) Further, the Permit Holder shall be responsible for damages to Town facilities and/or Town property arising out of the use of the Town facilities by the Permit Holder, its guests or invitees further to this Permit.

16. All equipment, goods, wares, including but not limited to decorations, electronics, merchandise, food products, alcohol, etc. delivered by or for the Permit Holder at the facility or stored at the facility for the Permit Holder for use at the function shall be at and remain solely at the Permit Holder's risk. The Town shall not be responsible for the care or safekeeping thereof or any damages thereto by any cause whatsoever, unless expressly provided for in writing.

17.

- (a) Prior to the start date and for the entire duration of this Permit, the Permit Holder shall obtain and maintain insurance coverage as outlined below, provided by an insurance company licensed to transact business in the Province of Ontario. Evidence of such insurance shall be provided by the Town in the form of a Certificate of Insurance signed by an authorized signatory prior to the start date and as otherwise specified below:
  - (i) Commercial General Liability insurance policy in the amount of \$2,000,000 or \$5,000,000.00 per occurrence, at the discretion of the Town, that insures against third party claims for bodily injury (including death), personal injury and/or property damage as a result of actual or alleged negligence of the Permit Holder or anyone for whom the Permit Holder may be responsible at law; and

- (ii) Such other insurance which the Permit Holder or the Town, acting reasonably, may require from time to time, in amounts and for risks against which a prudent Permit Holder would insure.
- (b) Insurance policies required to be maintained by the Permit Holder must:
  - (i) Name the Permit Holder as insured;
  - (ii) Name the Corporation of the Town of Bradford West Gwillimbury, and such other parties as the Town may designate, as additional insured;
  - (iii) Be in form and substance satisfactory from time to time to the Town, acting reasonably;
  - (iv) Be non-contributing with and applicable only as primary and not as excess to any other insurance available to the Town, if any;
  - (v) Not be invalidated as respects the interest of the Town or any other person named as an additional insured by reason of any breach or violation of any warranties, representations, declarations or conditions contained in the policies; and
  - (vi) Contain an agreement on the part of the insurer to notify the Town in writing by registered mail at least 30 days before any cancellation or termination of the policy or any change to the policy that reduces or restricts coverage.
- (c) The cost of premiums for each and every such policy shall be paid by the Permit Holder. Liability insurance can be purchased through the Town if Permit Holders do not have their own policy.

### **Miscellaneous**

- 18. The signatory on this Permit must be 18 years of age or older and must be in attendance throughout the function.
- 19. Adults must supervise children at all times. All minors' functions and activities must be chaperoned by an individual(s) 18 years of age or older. For every 10 minors, one adult chaperone must be in attendance. For example, 7 children would require one chaperone; 11 children would require 2 chaperones.
- 20. The sale of any items including food is prohibited in all facilities unless previously approved by the Town.
- 21. All organizations or groups using a facility must clearly specify the official name of the group in any advertisements. Any announcement or notices to publicize an activity should not be posted or distributed within Town facilities without prior approval from the Town.
- 22. This Permit may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. This Permit may be executed and scanned and delivered by electronic transmission and, when so executed and delivered, will be deemed an original.

23. If any part of this Permit is found to be illegal or otherwise unenforceable by a court of competent jurisdiction, the remainder of this Permit and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
24. References herein to any legislation, regulation or By-Law or provision thereof include same as amended, revised, and/or consolidated from time to time and successor thereto. The use of words in the singular or plural or with a particular gender will not limit the scope or exclude the application of any provision of this Permit to such party or circumstances as the context otherwise permits. The headings in this Permit are inserted for convenience only and are not to be used as a means of interpreting this Permit.
25. The Town reserves the right to add conditions to this Permit where, acting reasonably, it is deemed in the best interests of the Town to do so. Such amendments shall be provided to the Permit Holder in writing in advance. Should the Permit Holder wish to terminate this Permit as a result of an amendment made pursuant to this section, the Permit Holder shall be entitled to reimbursement of rental fees paid or payable for any remaining time under this Permit.

**By signing the Permit, the Permit Holder agrees to be bound by the Terms and Conditions of this Permit and hereby warrants and represents that they execute this Permit on behalf of the Permit Holder and has sufficient power, authority and capacity to bind the Permit Holder with their signature.**