

The Corporation of the City of Burlington permits SUMMER Golden Horseshoe Touch Football (referred to as the "Contract holder") represented by Kent Barber, to use the facilities as outlined below and according to the Terms and Conditions.

Contract			
Contract #:	FA-19599	Date Prepared:	2021 Dec 22
Prepared By:	Allison Renton	Printed:	
Attendance:		Status:	Firmed

Usage	
Golden Horseshoe Touch Football Gary Allan Q3 SUMMER 2022	Football HDSB
<p>The contract holder shall comply with all federal, provincial, and municipal laws, including municipal by-laws, policies, and procedures including without limitation any applicable municipal, provincial or federal laws, regulations, orders, policies, procedures, guidelines, questionnaires, checklists or public health directives and the rules and policies of the applicable sports organization with regards to public health and safety or other matters in relation to the outbreak of a communicable disease known as COVID-19.</p> <p>The <b>contract holder</b> shall specifically ensure that,</p> <p>(a) the only person(s) permitted to use the facility are athletes and/or participants (including volunteers and spectators) in the organized class, program or activity run by the contract holder and agree to follow capacity limits as posted for particular facility space.</p> <p>(b) person(s) permitted to use the facility are actively screened before they are permitted to enter the facility in accordance with <i>O. Reg 82/20: Rules for Areas in Stage 1</i>, <i>O. Reg. 263/20: Rules for Areas in Stage 2</i> and <i>O. Reg 364/20: Rules for Areas in Stage 3</i> made under the <i>Reopening Ontario (A Flexible Response to Covid-19) Act, 2020 (ROA)</i> using the COVID-19 screening tool as set out by the Office of the Chief Medical Officer of Health.</p> <p>(c) names and contact information of all persons that enter the facility in connection with the Contract Holder's rental (including all spectators) are recorded by the Contract Holder to support effective screening and contact tracing in case of an outbreak (the "Contact Tracing Records"). The contract holder shall maintain Contract Tracing Records for a period of at least one month, and shall only disclose the Contract Tracing Records to a medical officer of health or an inspector under the <i>Health Protection and Promotion Act</i> on request for a purpose specified herein or as otherwise required by law.</p> <p>(d) any person who enters or uses the facility maintains a physical distance of at least two metres from any other person who is using the facility that is not member of their household and shall comply with the City of Burlington Mask By-law (By-law 62-2020 being a by-law to Regulate the Requirement of Wearing of Masks or Other Face Coverings Within Enclosed Spaces Open to the Public) and Organizational Policy. Details listed at <a href="http://burlington.ca/masks">burlington.ca/masks</a>.</p> <p>(e) all activities are conducted in accordance with the rules and policies of the applicable organization the Club is a member of, including the rules and policies put in place to enable a safe return to operation.</p> <p>(f) any shared equipment used during the rental that is owned by the Contract Holder (including equipment brought in for the rental or stored onsite) or any person that the Contract Holder permits to use the facility shall be cleaned and disinfected by the Contract Holder as frequently as is necessary to maintain a sanitary condition and at all times in compliance with all laws and the recommendations and instructions of public health officials respecting cleaning or disinfecting. For greater certainty this requirement applies to computers, electronics, sports equipment, and other machines or devices the Contract Holder is permitted to operate.</p>	

Event Details	
3250 New Street	
<p>If you require assistance with your rental, please call the Fire Department Dispatch (905)-637-8253 who will contact the Facility On-call Supervisor. Motorized vehicles are restricted to parking lots and access to other areas of the park is prohibited unless prior approval is granted. If your rental requires specific setup and takedown this must be completed within start and end times of contract. Contract holder is responsible for litter cleanup.</p>	

Client Information			
Client Name:	Kent Barber	Email:	kentbarber1973@gmail.com
Phone Number:	9055235017	Mailing Address:	1332 Crozier Court, Burlington, Ontario, L7P 3N6

Facility Rental Summary						
Repeat	Facility	Day	Start	End	Date Range	# Sess.
Weekly	Football/Soccer Field East - Gary Allan High School Park	Wed	07:00 PM	08:00 PM	2022 Jul 06 - 2022 Aug 17	7

Exclusions, Additions & Modifications					
Type	Facility	Day	Start	End	Date
Modified	Football/Soccer Field East	Wed	06:30 PM	08:00 PM	2022 Aug 03
Modified	Football/Soccer Field East	Wed	06:30 PM	08:00 PM	2022 Aug 10
Modified	Football/Soccer Field East	Wed	06:30 PM	08:00 PM	2022 Aug 17

Facility and Extra Summary							
Facility/Equipment	Date	Day	Time	Fees	Extra Fees	Discount	Total
Gary Allan High School Park: Football/Soccer Field East	2022 Jul 06	Wednesday	07:00 PM - 08:30 PM	\$15.66	\$0.00	\$0.00	\$17.70
Gary Allan High School Park: Football/Soccer Field East	2022 Jul 13	Wednesday	07:00 PM - 08:30 PM	\$15.66	\$0.00	\$0.00	\$17.70
Gary Allan High School Park: Football/Soccer Field East	2022 Jul 20	Wednesday	07:00 PM - 08:30 PM	\$15.66	\$0.00	\$0.00	\$17.70
Gary Allan High School Park: Football/Soccer Field East	2022 Jul 27	Wednesday	07:00 PM - 08:30 PM	\$15.66	\$0.00	\$0.00	\$17.70
Gary Allan High School Park: Football/Soccer Field East	2022 Aug 03	Wednesday	06:30 PM - 08:00 PM	\$18.90	\$0.00	\$0.00	\$21.36
Gary Allan High School Park: Football/Soccer Field East	2022 Aug 10	Wednesday	06:30 PM - 08:00 PM	\$18.90	\$0.00	\$0.00	\$21.36
Gary Allan High School Park: Football/Soccer Field East	2022 Aug 17	Wednesday	06:30 PM - 08:00 PM	\$18.90	\$0.00	\$0.00	\$21.36

Extra Fee Details					
Extra Fee Title	Hours	Quantity	Charge	Tax	Total
-	-07:00 PM - 08:30 PM	-	-	-	-

Invoices		
Due Date	Amount	Remaining Balance
2022 Jul 01	\$70.80	\$70.80
2022 Aug 01	\$64.08	\$64.08

Payment Method							
Rental Fees	Extra Fees	Tax	Rental Total	Damage Deposit	Total Applied	Balance	Current Due
\$119.34	\$0.00	\$15.54	\$134.88	\$0.00	\$0.00	\$134.88	\$0.00
<b>Rental charges are due according to the following schedule:</b>							
Payment Plan - Frequency:			Monthly				
Total payments:			2				
First Payment due:			2022 Jul 01				

**TERMS AND CONDITIONS**

**By signing this document or by using the Facility, you agree to be legally bound by these Terms and Conditions.**

1. This Contract is non-exclusive and non-transferable by sale, exchange, assignment or otherwise.
2. If the Contract Holder decides to cancel this Contract, then written notice must be received by the Parks and Recreation Department 15 calendar days in advance of the first cancelled date.
3. All bookings made within 15 calendar days of the event are final, non-refundable and non-transferable.
4. The City may cancel or terminate this Contract at any time (including while the Facility is being used by the Contract Holder) and for any reason whatsoever. Cancellation or termination is effective immediately upon notice to the Contract Holder of a designate either verbally or in writing. The City will not be liable for any damages or losses suffered by the contract Holder or others for such cancellation or termination.

5. All Contracts must be paid for in advance or according to a payment schedule. Damage deposits may be required.
6. Requests for amendments to this Contract must be submitted in person or in writing and will be subject to administrative fees.
7. Declined credit card payments and cheques that are returned as "non-sufficient funds" (NSF) will be subject to administrative fees.
8. **If the Contract Holder has agreed to automated recurring payments by credit card or EFT, the Contract Holder acknowledges that the scheduled payment amount may vary to reflect any additions or deletions to the Contract.**

#### **Use of and Access to Facility**

9. The Contract Holder shall use the Facility only on the Date(s) and during the Time(s) specified on the Contract. Set-up and take-down times must be within the Time(s) specified on the Contract. The Contract Holder or a designate (who must be 18 years of age or older) must be present on the Date(s) and during the Time(s) specified on the Contract.
10. The Contract Holder shall use the Facility only for the Purpose of Use and for no other purpose. The Contract Holder shall not permit use of the Facility by any other person without the prior written approval of the Director of Parks and Recreation or his/her designate.
11. The Contract Holder accepts the Facility on an "as is, where is" basis and acknowledges that the City makes no representations or warranties regarding the condition or the suitability of the Facility for the Contract Holder's intended purpose.
12. The Contract Holder shall comply with the City's Zero Tolerance Policy. The City will take appropriate action as necessary in accordance with the Zero Tolerance Policy. The City may eject any objectionable person from the Facility, and in the event of the exercise of this right by the City acting through any of the City's agents or by police, the Contract Holder waives any right to and all claims for damages.
13. The Contract Holder shall not cause or allow any person to bring into any part of the Facility any visual or audio materials in or on any media that are of questionable taste in content or in method of presentation or that are or would be obscene, indecent, libelous or unlawful.
14. The Contract Holder shall comply with the City's Municipal Alcohol Policy for City facilities (including parks and parking lots). The City may eject from the Facility any person who has in his/her possession an alcoholic beverage without proper licensing or any person who appears to be impaired, and in the event of the exercise of this right by the City acting through any of the City's agents or by police, the Contract Holder waives any right to and all claims for damages.
15. The Contract Holder shall comply with By-Law No. 52-2015 (being a by-law regulating the licensing and keeping of dogs): "No person shall bring an animal into municipal buildings where signs are erected prohibiting animals, provided that this prohibition shall not apply to persons reliant upon an aid dog, or to persons having obtained an exemption Permit or other written authorization from the Director".
16. The Contract Holder shall: (a) comply with By-Law No. 31-2002 (being a by-law respecting smoking in public places) and By-Law No. 92-2013 (being a by-law prohibiting smoking of tobacco in city parks and recreation properties) as amended, by ensuring that the Facility is maintained as a non-smoking facility, unless otherwise posted; (b) keep the Facility in a neat, tidy, and clean manner and shall pick up litter, garbage or otherwise; (c) comply with the City's Zero Waste Policy by minimizing waste; and (d) comply with the City's policy regarding bottled water restrictions in City facilities.
17. The Contract Holder shall not sell, distribute or promote any products or services, shall not play live or recorded music, and shall not have gaming in, from or out of the Facility; all without the prior written approval of the Director of Parks & Recreation or his/her designate and without proper licensing.
18. The Contract Holder shall not sell or distribute food for public consumption in, from or out of the Facility without confirmation of notification to the Region of Halton (Health Department).
19. The Contract Holder shall comply with By-Law No. 35-1976 (being a by-law to regulate the public parks in the City of Burlington) as amended. Open fires for any purpose, including the use of lanterns (stationary or set in flight), are prohibited in City facilities (including parks). Only camping stoves or barbecues may be used at picnic sites or other locations as approved by the City.
20. The Contract Holder shall not use pyrotechnics in City facilities (including parks) without the prior written approval of the Director of Parks and Recreation or his/her designate.
21. The Contract Holder shall comply with and shall ensure that any person attending its activity complies with all parking by-laws. Motorized vehicles are restricted to parking lots only unless otherwise approved by the Director of Parks and Recreation or his/her designate. When parking areas are provided, the Contract Holder and any person attending its activity shall use these designated parking areas.
22. The Contract Holder shall not cause or allow any person to bring into any part of the Facility any sound systems without the prior written approval of the Director of Parks and Recreation or his/her designate.
23. The Contract Holder shall not cause or allow any overloading of the floors, walls or any other part of the Facility or the bringing into any part of the Facility any goods, equipment or articles that by reason of their weight, use or size might damage or endanger the Facility or any part thereof.
24. The Contract Holder shall do nothing in, from or out of the Facility which will be or result in a nuisance.

25. The Contract Holder shall not make or erect any installations, alterations, modifications or additions in or to the Facility or any part thereof (including any wires, electrical appliances, plumbing fixtures, etc.) without the prior written approval of the Director of Parks and Recreation or his/her designate.
26. The Contract Holder shall be responsible for the evacuation of its employees, volunteers, members, coaches, participants, guests, and invitees. The Contract Holder shall, at all times, know the number of persons using the Facility. The Contract Holder shall adhere to room capacities which are posted at the Facility and shall ensure that emergency exits are free from obstructions at all times. The Contract Holder shall ensure that all of its employees, volunteers, members, coaches, participants, guests, and invitees are aware of and comply with these responsibilities and procedures.
27. The Contract Holder, upon the expiry or termination of this Contract or upon the request of the City, the Contract Holder shall remove from the Facility any and all privately-owned property and personal effects without delay unless prior arrangements have been made with the Director of Parks and Recreation or his/her designate. If such property has not been removed, then it will be deemed to have been abandoned and the City may sell such property by auction or private sale and may retain the proceeds.
28. If the Contract Holder is affiliated with, associated with or a member of a governing body which is recognized by the City, then the Contract Holder will comply with all of the rules, regulations, policies, and directives of the governing body and will ensure that its directors, officers, employees, volunteers, members, coaches, participants, guests, and invitees comply with them as well while using the Facility on the Date(s) and during the Time(s) specified on the Contract. The City may cancel or terminate this Contract if the Contract Holder is no longer in good standing with that governing body.
29. The Contract Holder shall comply with and shall ensure that any person attending its activity complies with: (a) federal and provincial laws and regulations; (b) municipal by-laws, policies, and procedures; (c) the fire plan for the Facility; (d) all rules and regulations promulgated by the City from time to time with respect to the Facility; and (e) any orders or directives of the Director of Parks and Recreation or his/her designate. Copies of municipal by-laws, policies, procedures, fire plan, rules, and regulations may be viewed or obtained at the Parks and Recreation Department or on the City's website (burlington.ca).
30. The Contract Holder shall comply with any terms and conditions of Halton District School Board or of Halton Catholic District School Board for the use of school facilities. In the event of a conflict between this Contract and the terms and conditions of HDSB or of HCDSB, this Contract will prevail over the terms and conditions of HDSB or of HCDSB to the extent of such conflict.
31. The City or its agents, during extreme weather conditions (as determined by the City), may enter, use and occupy the Facility in order to support the City's response plan. No claim for compensation or reimbursement will be made by the Contract Holder by reason of inconvenience, interruption or disruption arising from such entrance, use or occupancy.
32. The City may access the Facility that is being used by the Contract Holder for planned or unplanned maintenance, repair or inspection and in the case of an emergency (as determined by the City). No claim for compensation or reimbursement will be made by the Contract Holder by reason of inconvenience, interruption or disruption arising from such access. If the Contract Holder is not present to permit entry into the Facility and entry is necessary in the case of an emergency (as determined by the City), then the City may enter the Facility without the City being liable to the Contract Holder.

### **Indemnity and Insurance**

33. The Contract Holder shall indemnify and hold harmless each of the City and its elected officials, officers, employees, and agents from and against any and all claims, actions, demands, damages, losses, liabilities, and expenses arising out of or as a result of: (a) any breach, violation or non-performance of the terms and conditions on the part of the Permit Holder set out in this Permit; (b) any damage to City property occasioned by the use of the Facility by the Contract Holder or its employees, volunteers, members, coaches, participants, guests, and invitees; (c) any injury to, illness of or death of any person or any damage to property or other losses arising from or resulting from the use of the Facility by the Contract Holder or its employees, volunteers, members, coaches, participants, guests, and invitees; (d) any act or omission (including theft, malfeasance or negligence) on the part of the Contract Holder or its employees, volunteers, members, coaches, participants, guests, and invitees; or (e) any breach of any intellectual property rights arising from or resulting from the use of the Facility.
34. The Contract Holder agrees to use the Facility at its sole risk. The Contract Holder agrees that the City, regardless of negligence or alleged negligence on the part of the City, shall not be liable for and hereby releases, remises, and forever discharges each of the City and its elected officials, officers, employees, and agents from: (a) any and all claims, actions, damages, demands for damages, and other liabilities for or related to: (i) any injury to, illness of or death of the Contract Holder or its employees, volunteers, members, coaches, participants, guests, and invitees; and (ii) any loss or theft of or damage to any property however caused in or about the Facility owned by the Contract Holder or its employees, volunteers, members, coaches, participants, guests, and invitees; (b) any act or omission (including theft, malfeasance or negligence) on the part of any employee, agent or contractor employed or retained by the City from time to time to perform any maintenance or other work in or about the Facility; and (c) any indirect, special, consequential, and incidental damages.
35. The Contract Holder, for the Dates(s) and during the Time(s) specified on the Contract, at its expense, shall obtain and maintain in full force and effect general liability insurance covering the activities and occupancy as described in the Contract. The policy will be extended to include bodily injury and property damage, tenant's legal liability, medical payments and contractual liability to a limit of no less than \$2 million per occurrence. The policy will include a cross liability and severability of interest clause and be endorsed to name The Corporation of the City of Burlington and any others (as determined by the City) as an additional insured.

36. The policy of insurance will: (a) be written with an insurer licensed to do business in Ontario; (b) be non-contributing with and will apply only as primary and not excess to any other insurance or self-insurance available to the City; and (c) contain an undertaking by the insurers to notify the City in writing not less than 30 calendar days of any change, termination or cancellation of coverage. Any deductible amounts will be borne by the Contract Holder.
37. No less than 30 calendar days prior to the commencement of the event, the Contract Holder shall provide proof of insurance unless otherwise approved by the Director of Parks and Recreation or his/her designate. Proof of insurance will be on a form of a Certificate of Insurance, which has been signed by an authorized representative of the insurer.

**Other Terms and Conditions**

38. Nothing in this Contract is intended to make either party an agent, legal representative, subsidiary, joint venturer, partner, fiduciary or employee of the other for any purpose. Neither party will make any express or implied agreements, guarantees or representations on behalf of the other. This Contract constitutes the entire agreement between the parties relating to the subject matter hereof and cancels and supersedes any prior understandings and agreements. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties other than as expressly set forth in this Contract. This Contract is governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Time is of the essence of this Contract. If any provision of this Contract is held to be invalid, void or unenforceable, then the remaining provisions will nevertheless continue in full force and effect without being impaired or invalidated in any way. The waiver by the City of a breach of any provision of this Contract will not operate as a waiver of any other breach. No delay or failure of the City to exercise any right or remedy will operate as a waiver. In any dispute over the meaning, interpretation, validity or enforceability of this Contract, there will be no inference, presumption or conclusion drawn whatsoever against the City by virtue of that party having drafted this Contract.

**If you have any questions about this facility rental contract, please email [rentals@burlington.ca](mailto:rentals@burlington.ca) or call Mon-Fri 8:30am-4:30pm 905-335-7738**

During extreme weather, check [burlington.ca](http://burlington.ca) for closure messages or call 905-335-7738.

Subscribe to Notices and Alerts at [burlington.ca/enews](http://burlington.ca/enews) to receive updates directly to your email.



X: Click to Sign

Kent Barber  
SUMMER Golden Horseshoe Touch Football  
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