



# Facility Rental Contract Parks and Pavilions

Contract Number: 2018 - \_\_\_\_\_

## Applicant Information

Name: \_\_\_\_\_ Organization: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

## Rental Information

Pavilions	Cost	Date	Start Time	End Time
Bayview Pavilion	\$84.75			
Delphi Pavilion	\$56.50			
Harbour Pavilion	\$84.75			
Cedar Grove Laybrinth Pavilion	\$56.50			
Lions Pavilion	\$28.25			

Parks	Cost	Date	Start Time	End Time
Bayview Park and Pavilion	\$226.00			
Heathcote Park	\$56.50			
Lions Park and Pavilion	\$84.75			
Lora Bay Park	\$226.00			
Town Hall Park	\$84.75			

### Socan Fees (for events at which music will be played):

1-100 People       \$23.24 (no dancing)       \$46.48 (with dancing)

**Total Cost: \$ \_\_\_\_\_      Subsidy: \$ \_\_\_\_\_**

All costs include HST. Acceptable forms of payment include cash, cheque, debit or credit card (Mastercard or Visa only). Payments can be made at the Beaver Valley Community Centre or Town Office. Payment also accepted over the phone with a credit card (Mastercard or Visa only).

## Contract Conditions

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The Applicant and the Town hereto mutually agree to the following terms and accept full responsibility as follows:

**1. The Town:**

- a) Is not responsible for any items or articles or property belonging to the Applicant or their guests that are brought into or onto the premises.

**2. The Applicant:**

- a) Is fully responsible and liable for any damage to the park or pavilion during the period when occupied by the Applicant.
- b) Acknowledges that all fees must be paid and the contract must be signed and returned to the Town to secure the rental.
- c) Agrees to comply with Town regulations and conditions for park and pavilion use.
- d) To hereby release, waive and forever discharge the Town, including all board members and councillors, including the Chairs and all their respective employees, agents, officials, and officers of and from all claims, demands, damages, costs, expenses, actions and causes of actions, whether in law or in equity, in respect of death, injury, loss or damage to persons or property howsoever caused and notwithstanding that same may have been contributed to or occasioned by the negligence of any of the aforesaid;
- e) To further undertake to hold and save harmless and agree to indemnify the Town and all of the aforesaid from and against any and all liability incurred by any or all of them arising as a result of, or in any way connected with, the use of the facility noted before for which permission has been granted.
- f) acknowledges and agrees with the following rental conditions;
  - I. Smoking is prohibited in parks and pavilions and any infractions will result in loss of the park or pavilion rental.
  - II. Agrees to rent the park or pavilion for the charge as listed under total cost on page 1 of this contract, **No Refunds For Cancellations.**

3. The Applicant agrees that the Town will endeavour to provide a quality facility upon any booking thereof but the Town has no liability or responsibility whatsoever for events or occurrences beyond the control of the Town that may affect or result in cancellation of a booked event.

4. **Insurance:** The Town of The Blue Mountains has purchased Liability Coverage for all events held in Town facilities. The Liability Coverage provide insurance against claims that may arise out of festivals, sporting activities, social gatherings, general meetings and many other types of facility use. Coverage will only be in place where the facility is rented and is specific to the event described in this agreement. In the case of a claim in relation to this rental, the person who has signed this agreement will be responsible for the \$1,000 deductible of the Insurance policy.

**I have read and reviewed the aforementioned Rental Agreement and agree with the terms and provisions thereof;**

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Applicant (able to bind the organization)

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Date

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Town Representative

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Date