

**Town of Deep River
Facility Rental Agreement Form**



Please complete and return this agreement to:

Christine Armstrong

Town of Deep River

100 Deep River Road, P.O. Box 400

Deep River, ON K0J 1P0

Phone: 613 584-2000 ext 103 Fax: (613) 584-3237 Email: carmstrong@deepriver.ca

Name of Group or Organization		
Contact Person	Name/Purpose of Event	
Address		Postal Code
Phone #	Email Address	
Not for Profit #		
Date of Event If Multiple days please attach schedule	Time of Event (start & end time)	Expected Attendance

Indoor Facilities			
Deep River Community Pool	<input type="checkbox"/>	Deep River Community Pool Program Room	<input type="checkbox"/>
Deep River Arena Ice	<input type="checkbox"/>	Deep River Arena Mezzanine	<input type="checkbox"/>
		Deep River Arena Mezzanine with Kitchen*	<input type="checkbox"/>
Deep River Arena Spring/Summer Slab	<input type="checkbox"/>	Deep River Arena Spring/Summer Slab with Mezzanine	<input type="checkbox"/>
		Deep River Arena Spring/Summer Slab with Mezzanine with Kitchen*	<input type="checkbox"/>
Outdoor Facilities			
Deep River Soccer Field	<input type="checkbox"/>	Deep River Baseball Diamond	<input type="checkbox"/>
Off Season MCS Campus	<input type="checkbox"/>	Off Season MCS Football Field	<input type="checkbox"/>

Vendor(s) (applicable if you intend to have a vendor at the facility during the rental period)	
Vendor <input style="width: 40px;" type="checkbox"/>	Vendor license application and applicable fees due on approval
Facility Rental Applicants Authorization- List Vendors	

Setup/Other Comments

*To rent the arena kitchen for public food preparation, please be aware that this kitchen is not inspected by the Health Department. As a result, you are required to contact the Health Department for guidance. They will likely mandate the presence of a licensed food handler and require that all food be prepared on-site.

General Terms and Conditions of Use

The Town of Deep River Recreation Department, acting as an operator of community recreation facilities which serve a diverse range of leisure needs of different publics, is continually and increasingly challenged with requirements of adherence to numerous laws, regulations and policies of operation. Failure to comply with the various regulations places operators and users in risk situations, which can be accompanied by severe liabilities. It is only through the continued acceptance, respect for and adherence to these and all affected regulations and policies that the Town of Deep River will be able to continue to service your recreational needs in the most effective, affordable and serviceable fashion. The Town of Deep River Recreation Department looks forward to accommodating your group and hopes that your activities will be enjoyable and rewarding for all involved.

1. The person who signs the contract must be duly authorized to do so on behalf of the contract holder (and of the sponsoring organization, if applicable).
2. The contract holder must be the full age of 18 years.
3. The Recreation Department must be notified in writing immediately of any changes to the contact information for the contract holder at carmstrong@deeprier.ca or 613-584-2000 ext. 103.
4. The contract must be signed and a copy left on file with the Recreation Department before the first scheduled contract date.
5. The Town of Deep River reserves the right entirely at its discretion to accept or reject any application for use of its facilities.
6. Space is allocated for the dates and times stated on the contract only.
7. The contract holder agrees to indemnify and save harmless the Town of Deep River from all claims, demands, causes or action, loss, costs or damages that the Town of Deep River may suffer, incur or be liable for resulting from the contract holder's negligence, acts or omissions, failure to adhere to the terms of conditions related to the holding of the event described in the contract.
8. It is the responsibility of the contract holder to make all members of its group using the Town of Deep River facility aware of the terms and conditions of the Town of Deep River Rental Agreement, and to provide the members with a copy of these terms and conditions, if requested. The contract holder understands that they are responsible for the conduct and actions of those who are participating under this contract.
9. It is recommended that groups using the Deep River facilities be equipped with proper first aid supplies and/or have a person trained in First Aid, AED and CPR in attendance during the use of the facility.
10. The contract holder understands that Deep River staff have full control of the facility; and if deemed necessary for the safety of the participants, spectators or the public at large that they may close down operations. Should such a cancellation occur, it is understood that the Town of Deep River will not be held responsible for any loss incurred by the contract holder, and it is further understood that the contract holder will be exonerated on a pro-rated basis from payment requirements for lost rental time. The contract holder understands that the actions of staff are directed by Corporate Policy. Any concern to Corporate Policy and/or the actions of staff need to be addressed to the Recreation Department. Any abuse or harassment of staff on such matters will not be tolerated.
11. The contract holder agrees that persons under the age of 18 years (minors) shall be under the care and control of an adult at all times.
12. The contract holder will not do or permit to be done anything which shall be a nuisance to the facility and/or facility users and will not do, or permit to be done, in or upon the said municipal premises, any act which shall or may be a nuisance, annoyance, inconvenience or damage to the Town of Deep River, or its members and other persons lawfully using the premises.
13. The contract holder shall use the Town of Deep River facility, equipment and furnishings provided in a manner consistent with their intended use. The contract holder will be responsible and reimburse the

municipality for any missing articles, or any damage caused by improper use of the facility due to direct negligence on the part of anyone connected with the rental or attending the event/function.

14. Where additional cleaning of the premises is deemed by the Town of Deep River, the contract holder agrees to pay the cleaning charge as assessed by the Town.
15. The contract holder acknowledges responsibility for all safety measures, including ensuring that all participants have the necessary equipment, including safety equipment, to ensure that the facility and any events run in the facility are properly operated to safety standards dictated by industry partners, provincial and/or federal regulations and governing bodies. (i.e.: **Ice helmet**)
16. The Town of Deep River is committed to providing a comfortable, safe environment with privacy for all patrons. No person shall use a camera, cell phone or other recording device in any change room or washroom in any recreational facility.
17. The contract holder must comply with all applicable Federal, Provincial and Municipal by-laws that apply to the use of the facility/premises and function for which this contract is issued, including but not limited to those relating to taxes, lottery and licensing matters.
18. Any fundraising activities must be vetted and authorized by the Recreation Department. The contract holder must report all such planned activities at least 3 weeks in advance of their rental. User groups must ensure that lottery licensing is in place as per Alcohol and Gaming Commission of Ontario. A copy of any lottery licenses should be provided to the department prior to the fundraising activities.
19. The contract holder must comply with all applicable rules and regulations, policies and procedures of the Town of Deep River, including but not limited to the Municipal Alcohol Policy and the Licensing, Regulating and Governing Vendors By-Law with attention to items such as alcohol licensing, music tariffs, food concession and fire safety regulations.
20. The consumption of alcoholic beverages is prohibited at/in all municipal facilities with the exception of licensed events arranged in advance with the Recreation Department and under the authority of a Special Occasion Permit.
21. The contract holder must comply with the Smoke Free Ontario Act.
22. For events serving alcohol: The contract holder must arrange for security services or police presence.
23. The contract holder understands that the Town of Deep River will not be held responsible for any items left in storage on Town property or for any lost or stolen property. The contract holder agrees to remove all articles, goods and effects brought on the premises immediately following the event and to return the premises back to the general condition of cleanliness and repair in which it was found. Articles left after 72 hours will be disposed of at the discretion of the Town of Deep River.
24. The renter can cancel up to 7 days prior to their booking to receive a 100% refund.
25. The Town of Deep River reserves the right to only rent to customers whose accounts with the Town are in good standing. The contract holder understands that no credit privileges will be extended unless arrangements have been made with the Recreation Department. For casual/single rentals for the purpose of a larger special event or reception, a deposit of **\$500.00** must be paid when the application is made.
 - For all casual/single rentals, a deposit may be required at the discretion of the Recreation Department.
 - All casual/single rentals must be paid a minimum of 24 hours in advance of the rental.
 - All seasonal/sessional rentals must be paid on a monthly basis as invoiced based on use.
 - All rental accounts must be paid within 30 days of invoicing, unless otherwise stated. Failure to do so will bring penalty of 1¼% per month on the unpaid balance.
26. **Insurance:**
 - For events serving alcohol, the contract holder shall, at its own expense during the rental term(s), maintain comprehensive general liability insurance of not less than \$5,000,000 per occurrence naming the Corporation of the Town of Deep River as an additional insured. An insurance certificate indicating such must be provided to the Town prior to the release of a Rental Agreement.

- For commercial users/events, the contract holder shall at its own expense, maintain during the rental term(s), comprehensive general liability insurance of not less than \$2,000,000 per occurrence naming the Corporation of the Town of Deep River as an additional insured. An insurance certificate indicating such will be required to be provided to the Town prior to the release of a Rental Agreement.
 - For non-alcohol and non-commercial users/events, the Town of Deep River recommends that all event organizers understand their exposure to risk/liability associated with their event and consider comprehensive general liability insurance coverage for their facility rental. •
27. The Recreation Department reserves the right to require comprehensive general liability insurance coverage, at the contract holder's expense, for any event/facility rental with the Town of Deep River.
 28. The contract holder is responsible for any decorating, set-up of tables and chairs and removal of decorations. The contract holder is to ensure guests refrain from using confetti within the Deep River facilities and its property.
 29. Music must cease once the bar closes, and the facility must be cleared within 30 minutes of bar closing.
 30. The Town of Deep River and its management reserves the right and authority to enforce the above regulations and refuse admission to any person or group of persons on any ground whatsoever and/or refuse the privilege of returning to the rented space at any time to any such person or group of persons without prejudice to the right of the Town of Deep River to the rent secured under the contract.
 31. The contract holder hereby agrees to waive, release, and discharge the Town, its officials, employees, volunteers, agents, consultants and advisors from any and all liability resulting from or in any way related to bodily injury, illness, permanent disability, and/or death, whether caused by negligence of the Town, its officials, employees, volunteers, agents, consultants and advisors, or otherwise, which claims, losses or damages arising during or resulting directly or indirectly from exposure to or infection with COVID-19 or other related and similar viruses.