

**COMMUNITY BUILDING RENTAL PERMIT
GENERAL TERMS AND CONDITIONS**

Contract holder please read all of these provisions

In consideration of the User Organization, herein referred to as the **contract holder**, holding the described event or program, the contract holder is voluntarily assuming the risk associated with the described event or program and is confirming they have read, fully understand and will adhere to the following General Terms and Conditions.

Annex C

The Contract Holder agrees:

1. That the contract holder is the full age of **18** years.
2. To make payment IN FULL no less than ten (10) working days in advance of the event or program. Payment will be accepted by cheque made payable to the City of Ottawa, or if otherwise instructed, to the Access Management Holder for remittance to the City of Ottawa.
3. To have a copy of the contract readily available at all times during occupancy of the facility.
4. Not to transfer or assign the contract without prior authorization from the Access Management Holder representative.
5. It is the responsibility of the contract holder to make all members of the group using the City facility aware of these General Terms and Conditions, and to provide the members with a copy of these General Terms and Conditions, if requested.

The Event

6. That only the programs, events and activities of the contract holder that are approved by the Access Management Holder, as shown in Annex 'B', will be conducted during the permitted time.
7. To ensure appropriate standards of supervision are provided which are related to the event and ensure participant ratios are established and implemented to a level that meets City standards for the facility, event, program and activity.
8. Not to exceed the number of persons attending the event or program, which are shown in Annex 'B'.
9. Not to undertake any activity of a commercial nature, or which promotes or pursues a commercial interest of the contract holder or a third party, unless approved by the City and the Access Management Holder.
10. The City of Ottawa shall seek full restitution for damages caused to the City facility or equipment by the contract holder, its employees, volunteers or attendees, arising from the use of the facility. The City will apply the complete (or a portion of the) deposit to cover any damages. The City may also take such other action as may be deemed necessary to offset any costs incurred by the City resulting from the use of the facility/premises by the contract holder.

Application of Other Laws and Policies

11. The contract holder must comply with applicable Federal, Provincial and Municipal by-laws (including but not limited to those relating to taxes and licensing matters) that may apply to the use of the facility/premises and function for which this contract is issued.
12. The contract holder must comply with applicable rules and regulations, policies and procedures of the City of Ottawa, City By-laws, including but not limited to the Smoking By-law, Noise By-law, Signage By-law, and Parks By-law; standards including but not limited to volunteer and employee screening and Occupational Health and Safety Act requirements.
13. The consumption, sale or distribution of alcoholic beverages is prohibited at City of Ottawa facilities/premises unless authorized by the City of Ottawa or the Access Management Holder.
14. The facility must be designated as an approved facility permitted to serve alcohol under the City's Municipal Alcohol Policy.
15. The contract holder must comply with the City of Ottawa Municipal Alcohol Policy and the Liquor Licence Act of Ontario as it relates to the Alcohol and Gaming Commission of Ontario Special Occasion Contract regulations.
16. The serving of alcohol is subject to the terms and conditions described in the City of Ottawa 'Your Planning Guide for Hosting an Event'.
17. For events and programs where alcohol is served; all permits, licenses and levy receipts must be obtained by the contract holder and displayed in the immediate area where the alcohol is to be consumed, sold or distributed.
18. Access to the facility to hold the event or programs, involving the serving and consumption of alcoholic beverages, is subject to approval by the City and the Access Management Holder, irrespective of the fact that the contract holder may have received a Special Occasion Permit (SOP) from the Liquor Control Board of Ontario (LCBO) to hold such an event or program. Applications to the LCBO need to be made as early as possible. Five (5) days prior to the event or program, the contract holder must bring the original SOP (no photocopy or fax will be accepted) to the Access Management Holder representative. The facility booking will not be permitted unless proof of the SOP is noted in Annex 'B'.
19. That any information collected by the contract holder pursuant to these General Terms and Conditions is subject to the rights and safeguards provided for in the Municipal Freedom of Information and Protection of Privacy Act.
20. Permission to use City of Ottawa facilities and premises in no way constitutes approval to engage in any unlawful activity or conduct in a manner that would violate any Federal, Provincial or Municipal Law.

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The Facility

21. The contract holder shall use City of Ottawa facilities and premises, equipment and furnishings provided in a manner consistent with their intended use.
22. To ensure all tables, chairs, toys, equipment, supplies etc. are neatly and safely placed in an appropriate storage location at the end of the event.
23. To spot clean and tidy the premises and equipment. Where applicable, all dishes, cutlery, etc. must be washed and put away in the cupboards and the kitchen must be left clean. The clean up must be completed by the time shown in Annex 'B' and not later than 1:30 a.m. on the same night the contract holder uses the facility.
24. To collect and bag garbage, place garbage in designated containers and recycle bins (if available) for pickup, or remove from the premises.
25. To ensure all exits are kept free from obstructions in case of fire or other emergency.
26. Only the areas shown in Annex 'B' are to be used by the contract holder or sponsoring organization, unless prior authorization has been received from authorized City of Ottawa Staff.
27. To assume full responsibility for all damages beyond the normal wear and tear to the facility and equipment caused by one of its employees, members, volunteers, agents, contractors, participants or any person who receives access to the facility by the contract holder. The contract holder further agrees that in situations deemed necessary by the City of Ottawa, or an assigned delegate responsible for the facility, to repair the damages for which the contract holder is responsible. Such repairs will be carried out at the City's discretion and charged back to the contract holder.
28. To provide the Access Management Holder and City employees or representatives, who are in possession of the appropriate identification, access to the facility at all times.
29. To promptly report to the Access Management Holder representative any requirements for critical building maintenance that could result in injury or further damage to the facility. If immediate repairs are required, after regular hours of work, promptly advise the City of Ottawa 24 hour Client Service Center at 311.
30. To consult with the Access Management Holder, who will consult with City staff, to receive written approval, before making any renovations or alterations whether structural, mechanical or architectural and before installing and/or purchasing any equipment or appliances that will occupy space in the City owned facility. To cover the costs of these alterations or additions and guarantee proper manipulation and use.
31. To conserve energy by turning off the lights, appliances and equipment, when not in use.

Securing the Facility

32. To ensure keys to the facility, locking gate and secured areas provided are kept in a secure area.
33. To report any lost or stolen keys to the Access Management representative immediately. If determined necessary by the City or the Access Management Holder, to provide the Access Management representative with a minimum deposit of \$200.00 to pay for costs associated with damage caused by the contract holder to the facility and equipment and replacing lost or damaged keys and re-keying the facility, locking gate and secured area, damage and loss to the facility and equipment or failure to comply with the terms and conditions described in this Rental Permit. The City and the Access Management Holder may increase the deposit amount and take such other action as may be determined necessary by the City or the Access Management Holder to offset any costs incurred by the City and the Access Management Holder resulting from the use of the facility by the contract holder. A cheque, made payable to the City of Ottawa in the minimum amount of \$200.00 shall be submitted to the Access Management Holder prior to the event or program.
34. Not to copy keys provided by the City. Copies of keys can only be made by the City.
35. To return all keys for the facility, locking gate and secured areas to the Access Management Holder booking representative (unless otherwise noted) by the time and date shown in Annex 'B'. Season contract holders are under special exception at the end of the season or as directed by the Access Management Holder.
36. To lock all doors and secure the main entrance to the facility.
37. To, if applicable to the facility, ensure the security system is activated and that the security system code provided is kept confidential, and that it only be used by the contract holder for the purpose of the permitted uses shown in Annex 'B'.

Safeguarding Equipment

38. To maintain and protect City and Access Management Holder owned equipment from loss or damage by locking it in a secured area out of view.
39. To ensure equipment is maintained in good working conditions, post appropriate 'caution', 'warning' and 'operating instructions' signage, which has been approved by the City and the Access Management Holder and ensures the equipment is used in a manner consistent with its intended application.
40. To conduct an inspection of the equipment before use.
41. To provide appropriate safety equipment and instructions to program participants regarding the proper use of equipment and ensure the safety equipment is well maintained.

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Safety and Responsibility

42. The contract holder shall take full responsibility for the conduct of activities, shall be responsible for decision-making during and after the event and shall remain on the premises during the permitted time shown in Annex 'B'.
43. To, if deemed necessary by the City or the Access Management Holder, submit a security plan for a major event/program sponsored by the contract holder and/or arrange for the presence of police officers or security guards. The cost of which shall be borne by the contract holder.
44. To adopt and abide by the City 'Internal Volunteer Services Resource Procedures' as it relates to volunteer screening practices, which highly recommends a Criminal/Police Records Check be conducted. To enquire regarding screening practices contact the Volunteer Program Development Specialist at 613-580-2424 ext. 20029.
45. Contract holders are strongly encouraged to maintain current First Aid, CPR and AED (when an AED machine is on site) certification and to be present at the facility during all access times shown in Annex 'B'.
46. If a first aid kit is not provided at the facility, it is highly recommended and encouraged to contract holders that they have a first aid kit with them while on the premises.
47. The use of decorations or special effects must comply with public safety and fire regulations and be authorized in advance by the Access Management Holder and must be removed at the end of the permitted time shown in Annex 'B'.
48. The use of confetti, natural Christmas trees and any decoration that uses candles or an open flame, pyrotechnics or dry ice are prohibited.
49. To ensure the fire extinguisher is accessible and available at all times shown in Annex 'B'. Damage or loss of a fire extinguisher must be reported immediately to the Access Management Holder.
50. To be familiar with the emergency evacuation procedures and practice the posted evacuation plan regularly.
51. If the contract holder becomes aware of activities or conduct during the use of the facility that could lead to personal injury or property damage, the contract holder shall take immediate and decisive action to prevent participants and the general public attending the event from engaging in these activities or conduct.
52. In the event of an incident the contract holder must follow the Incident Reporting Procedures described below. An incident includes bodily injury to the contract holder, a participant and the public, or damage to City of Ottawa property or third party property.
- Call 911, when Police, Ambulance, Fire etc., assistance is required.
 - Immediately advise an onsite City of Ottawa staff of the incident. If a City of Ottawa staff is not readily available, for major incidents call 580-2400 to report or, for minor incidents contact city staff within the next working day.
 - To be familiar with and practice the Incident Reporting procedures outlined in Annex F.

Insurance

53. Contract holders and sponsoring organizations renting City facilities/premises to conduct **low risk** activities are **strongly encouraged** to maintain liability insurance coverage to a limit of \$1,000,000.00 inclusive per occurrence for bodily injury, death and damage to property in one of the following forms; Commercial General Liability, Special Events Liability, Home Owners' Personal Liability, Tenants or Condominium Owners' Personal Liability.
- At the discretion of the City, contract holders or sponsoring organizations renting City facilities/premises to conduct **medium or high risk** activities **will be required to maintain** the above insurance and if requested by the City or the Access Management Holder, such insurance shall name the City of Ottawa as an additional insured thereunder. The City of Ottawa or the Access Management Holder **may** require the contract holder or sponsoring organization using City facilities/premises for **medium or high risk** activities to provide a Certificate of Insurance evidencing the above insurance coverage prior to the holding the described event or program. The City reserves the right to increase the limit of insurance required. Compliance with the above insurance requirement is the sole responsibility of the contract holder or sponsoring organization.
- For the information of contract holders that do not have third party liability insurance coverage a Special Events Liability insurance program is available for purchase from the Access Management Holder. Specific event exclusions could apply; check with your Access Management Holder representative.
- If the contract holder is hiring services from a third party contractor, contract holders are strongly encouraged to request the contractor to provide a Certificate of Insurance evidencing their Commercial General Liability insurance coverage to a minimum limit of \$1,000,000.00, endorsed to add the contract holder and the City of Ottawa as additional insureds.

Waivers of Liability

54. Contract holders are strongly encouraged to request patrons participating in programs or events, that could give rise to bodily injury, to complete the 'Consent, Assumption of Risk & Indemnity Form', attached as Annex 'D' of these General Terms and Conditions. The contract holder should maintain such original completed forms until the Rental Permit has been terminated and for two (2) additional

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years after the Rental Permit has been terminated. In the event of an incident that could give rise to bodily injury, the contract holder shall promptly provide such form to the City.

Indemnification

55. The contract holder agrees to indemnify and save harmless the City of Ottawa and the Access Management Holder from all claims, demands, causes of action, loss, costs or damages that the City of Ottawa and the Access Management Holder may suffer, incur or be liable for resulting from the contract holder's, its employees, volunteers, contractors and agents negligence, acts or omissions, obligations, failure to adhere to the terms of conditions related to the holding of the event described in the rental permit.

Cancellation/Refunds

56. Contract holders must give the Access Management Holder ten (10) working days notice, in writing, before the day of the event to cancel or request a modification to their rental contract. Thirty (30) days written notice is required for events such as, but not limited to, tournaments, camps, special events or trade shows. For large events, additional conditions may/will be outlined in the contract. Refunds will not be granted once the notification period has expired.

57. The City and the Access Management Holder reserves the right to cancel the Rental Permit at any time in the case of emergencies or when unforeseen circumstances arise. In such cases the City or the Access Management Holder will make every effort to provide the contract holder with 24 hours notice of cancellation, however, such notice may not be possible in all circumstances. In the case where the rental period is for more than one day's use, cancellation may be made on any one or more of the booked dates. The City and the Access Management Holder will make every attempt to grant the contract holder access to the premises at another time or allow a proportionate rebate for the period of rental time cancelled.

58. The City and the Access Management Holder reserves the right to cancel the Rental Permit when the contract holder does not comply with the Terms and Conditions of the Rental Permit or fails to perform or fails to conduct their operations in a manner acceptable to the City or the Access Management Holder.

59. The City and the Access Management Holder shall have the right to cancel the rental contract immediately without notice if, in the opinion of the City or the Access Management Holder, the contract holder or any person(s) using the facility with the consent of the contract holder, wilfully damages City of Ottawa property, displays misconduct, unlawfully consumes alcohol beverages, is in violation of any terms of this Rental Permit or a City By-law, City regulation or any applicable Federal or Provincial law.

60. The City of Ottawa and the Access Management Holder will not provide public space, facilities and/or properties within its jurisdiction to an individual or group that supports or promotes views, ideas or presentations which promote or are likely to promote discrimination, contempt or hatred to any person on the basis of race, national or ethnic origin, color, religion, age, sex, marital status, family status, sexual preference, or disability, gratuitous sex and violence or denigration of the human condition. The City and the Access Management Holder reserves the right to cancel a contract if any of these circumstances arise.

Non-compliance with the terms and conditions of this Rental Permit could result in the immediate suspension of the contract(s) or a written warning. A second incidence of non-compliance will result in the cancellation of the Rental Permit.