



Athletic Facility Rental Agreement

1. **COVID Clause:** In the event of a new wave and facility shut down, the money for an upcoming week or month would be refunded to the lessee, however, the down payment would stay on file as a credit/place holder. Also, if restrictions of number of participants for building lessens, the college will work with the lessee on rental times/refunds of spaces (if necessary).
2. Lessee(s) must be a minimum of 18 years of age
3. The Lessee agrees to place all garbage/recycling in the bags of containers at the site.
4. Failure to comply with the Athletic Facility Rental Agreement may result in the permit being cancelled.
5. All users shall abide by both the Facility Terms and Conditions policy that governs inappropriate and unruly behaviour.
6. As outlined in the Smoke-Free Ontario Act smoking is not permitted in the following locations;
 - a. Sporting areas and spectator areas adjacent to sporting areas
 - b. Public areas within 20 meters of any point on the perimeter of a sporting area or a spectator area adjacent to a sporting area.
7. Alcoholic beverages or narcotics of any kind are not allowed on the premise of the College. User groups/organizations/individuals participating in illegal activities not permitted on the property of the College shall received a warning letter for their first infraction; have their contract suspended for 2 weeks for the second infraction; have their contract suspended for one (1) year for a third infraction. All levels of discipline will be kept on file for one year from the date of the infraction. Continuing infractions will lead to the refusal of further contract applications.
8. Food vendors/service shall be approved by the Athletic Director/Supervisor prior to any special event. Fees are payable and due upon confirmation of vendors, by the applicant one week prior to the event.
9. Contract rental cancellations due to inclement weather will be re-scheduled or a credit will be put on account to be reconciled at the end of the season. Weather cancellations should be communicated to the Facility Booking Office within 3 days of cancellation (72 hours). All other cancellation are dealt with per the Athletic Center Allocation Policy.
10. 10% of the rental fee is due at the time of signing the rental contract for long term partners. Monthly payment schedules are included in the rental contract and fees are payable at the first of each month. Failure to make monthly payments will result in cancellation of your field time. Full payment must me made prior to usage of the space.
11. The Lessee is responsible for the discipline of its club or group. The Lessee will not do or permit to be done, any act which will or may be a nuisance, annoyance, inconvenience or damage to the College or its members and other persons lawfully using the premises. The Lessee is responsible for any persons, which are in attendance

and affiliated in any way with their league, team or organization for the duration of the Agreement.

12. That for any event such as fire, weather, mechanical failure of equipment, etc., at any of the athletic fields, which should prevent the uses thereof, it will be the sole responsibility of the Lessee to secure another athletic field, until the athletic field(s) are available for use.
13. The College will no be responsible for any personal injury arising from any cause whatsoever which will be sustained by the Lessee or any pupil, player, spectator or other person who may be upon the said premises or field area. All risks of such injury being assumed by the Lessee. Who will hold the Lessor harmless and indemnified there from.
14. The Lessor an its designate reserve the right and authority to:
 - a. Enforce the listed regulations and refuse admission to any person or group of persons on any grounds whatsoever
 - b. Refuse the privilege of returning to the municipal facility at any time, to any such person or group of persons, without prejudice to the right of the College to rent secured under this agreement.
15. The exchange of athletic field time between individual club/groups is not permitted. All exchanges must be made directly through the Facility Booking Office.
16. The Lessee shall not use any special apparatus such as, but not limited to, bouncing castles, tents, etc. without the prior approval of the Athletic Director/Facility Manager. Any additional requirements for the use of such apparatus (e.g. insurance, building permit(s)) must be agreed upon and followed by the Lessee.
17. The Lessee agrees to observe, comply with, keep and enforce all applicable laws and regulations, all insurance and related documents, and all rules, regulations and by-laws of the City of Whitby, its Police and Fire Departments, and of any other Department of the City, Provincial or Federal, but not limited to, matters affection sanitation, health, fire prevention, safety, noise and crowd control.
18. This agreement is not transferable.

I, _____, representing _____
(Print Name) (Name of group, organization)

have read and on behalf of the Lessee agree to rent the Facility on the dates and times and for the intended purpose as indication, and to pay the fees and to ensure compliance with the Terms and Conditions contained herein and attached hereto, and hereby warrant and represent I execute this agreement on behalf of the Lessee and have sufficient power, authority and capacity to bind the Lessee with my signature.

Dated this _____ day of _____ 20____.

Signature of Lessee (Group/Organization)

Signature of Lessor (Canada Christian College)