

TERMS & CONDITIONS (This Permit Is Issued Subject to the Following)

1. The Representative shall pay rent for the time specified at the approved rate, plus tax, if applicable. Cash, cheque, Interac or credit card will be accepted as payment. The Corporation of the City of North Bay HST number is 121745962. Rental fee, proof of all required permits, liability insurance (minimum \$5,000,000.00) naming **The Corporation of the City of North Bay** as an additional insured and compliance with the departmental guidelines must be submitted ten (10) days prior to the event. There will be a \$53.00 charge for NSF cheques.
2. The Representative shall indemnify and save harmless The Corporation of the City of North Bay from any damages, causes, suit and claims which may arise by the virtue of the rental of the facility, whether such damages, causes, claims or suits are occasioned by the Representative or another person while the Representative has leased and is in control of the said facility. The Representative further covenants and agrees to pay any costs which may be incurred pursuant to or arising from any damages, causes suits or claims. Additional insurance coverage may be required naming The Corporation of the City of North Bay as an additional insured.
3. If the Representative wishes to cancel the rental, the Representative shall give **seven (7) days WRITTEN** notice. If the said notice is given, the rental for the facility on the cancelled day is not payable. Notice of cancellation shall be given as follows: for parks, buildings and athletic field facilities, to the Leisure Services Department, 705-474-0626 ext. 2329 or 2335 or by email to fieldsandparks@cityofnorthbay.ca
4. If notice to cancel is not given in accordance with # 3 then the Representative will be responsible to pay for the rental. Future permits shall be suspended until such time as the money owed has been paid in full.
5. The Corporation of the City of North Bay reserves the right to cancel this permit should there be a breach of regulations or with 48 hours' notice as required. The City reserves the right to schedule or reschedule the use of any facility in such a manner as to ensure safe, maximum/efficient use of a facility, to allow maintenance work to be performed, or to accommodate other circumstances as deemed necessary. If the City cancels the rental, there shall be no rental charge payable.
6. The Corporation of the City of North Bay reserves the right to cancel a permit due to inclement weather. An alternate date will be offered or a refund will be issued for fees paid. The permit holder may cancel the permit due to inclement weather. Cancellation of the permit must occur no more than 24 hours after the booking date. **TURF DAMAGE/REPAIR CHARGE AND/OR DEPOSIT** - A \$500.00 turf damage/repair charge will be levied to a league or individual who plays/uses a park or field during inclement weather or who plays/uses a park or field that shows signs of saturation or puddling. A deposit may be required should a group or individual have the use of any turf area, subject to the discretion of the Parks Supervisor and/or Recreation Coordinator.
7. Facilities may be booked by a representative eighteen (18) years or older. The Representative shall be responsible for the conduct and supervision of all persons attending the event and shall ensure that all the regulations contained in this permit are observed. Vandalism, littering, abusive language, smoking and the use of alcohol without a license shall be deemed as just cause to cancel the permit or reject future permit applications. The Representative assumes full responsibility for all damages, causes, suits or claims. Activities must be restricted to the room/field that is permitted. Access to other areas is not allowed. Smoking is not permitted in any part of the facility other than in such areas, if any, the City may designate.
8. The use or sale of alcohol requires a Special Occasion Permit and compliance with all Alcohol & Gaming Commission of Ontario (AGCO) regulations, as well as the City of North Bay Municipal Alcohol Policy (MAP). According to the MAP, all outdoor licensed areas must be fenced in. A \$30.00 key deposit is required for access to snow fencing and the installation machine. Contact the Lee Park office, 705-472-3932 to arrange pick-up of installation machine.
9. The Representative agrees to abide by the City's Park Bylaw - #35-96-as amended and all rules and regulations of the facility in effect at the time of the rental.
10. Whenever and to the extent that the City shall be unable to fulfill or shall be delayed or restricted in fulfilling any obligation hereunder by any cause beyond its control, including acts of God, or public enemy, acts of the Government, either of its sovereign or contractual capacity, strikes, fires or floods, the City shall be released from the fulfillment of such obligation during the period it shall so be delayed or restricted in fulfilling such obligation.
11. All exits shall be kept free from obstruction at all times during the representative's occupancy of the facility.
12. The representative shall be responsible for vacating, returning to the original condition and the removal of all rented or privately owned property, alcohol or personal effects by the specified permit end time unless prior written arrangements have been made with the Parks, Recreation and Leisure Services Department.
13. If tents are to be erected in designated park areas, **locates are to be arranged** - contact Lee Park Office at 705-472-3932. Failure to make arrangements for locates will result in cancellation of the permit. A Building Permit may be required, depending on the size of the tent. Contact the Building Department at 705-474-0626, ext. 2415 for details.
14. Any league and/or individual who temporarily remove soccer nets must ensure they are returned to their original, secure location after each occurrence. Failure to comply will result in a charge of \$50.00 to the appropriate leagues and/or individual's account with the City of North Bay.
15. The City requires that all community groups using the facilities make use of all protective equipment ordinarily used in the activity which is being carried out.
16. The representative acknowledges receiving a copy of "Propane Barbeque Safety Tips" and has read and understands it.
17. Organizers of walk, blade, bike or running events are required to provide safety marshals (wearing safety vests) along the route. These marshals will warn pedestrians about on-coming traffic and assist with crossings at roadways.
18. Pursuant to the User Fee By-law No. 2015-023, and any successor by-law thereto, all outstanding accounts receivable balances will be subject to interest charges. Interest will be applied to all invoices 31 days old or greater on the first day past due.
19. The permit holder is responsible for garbage pick -up and disposal at the end of their rental.

_____ Initials of representative(s)

W:\PARKS\Facility Permit Application Information