

# Town of Cobourg Recreation Facility Rental Agreement



# **Event Information**

Name of Group or Organiza	ition:			_		
Contact Person:						
Name/Purpose of Event:			-			
Street Address & Postal Co	de:					
Phone Number:	····					
Email Address:	<del></del>					
Not-for-Profit Registration N	lumber (if applicable):				· · · · · · · · · · · · · · · · · · ·	
Date of Events (if multiple d	ates, attach schedule):				· · · · · · · · · · · · · · · · · · ·	
Start & End Time of Event:						
Set Up & Tear Down Times	(if applicable):					
Expected Attendance:						
Facilities & Resource	es Requested					
Cobourg Community C	entre					
□ Arena						
□ Grand Hall						
□ Board Room						
□ Tournament Room						
□ Rotary Sports & Performa	ance Hall (Gymnasium)					
□ Half						
□ Full						
☐ Multipurpose Room(s)	How many? Choice of □ 1	□ 2	□ 3			

Other Requirements (*please note additional charges may apply for use of the following)
☐ Microphone         ☐ Projector         ☐ Screen         ☐ Podium         ☐ Pipe & Drape         ☐ Sound Cord         ☐ Sound System         ☐ SOCAN         ☐ Stage         ☐ 16ft x 24ft         ☐ 28ft x 40ft         ☐ 32ft x 48ft
Outdoor Parks and Athletic Facilities
□ Diamond
□ Pavilion
□ Park – specify park facility requested:
□ Soccer Fields
□ Beach Volleyball
□ Beach
Other requirements (*please note additional charges may apply for use of the following)
□ Hydro
□ Water
□ Picnic Tables – how many?
□ Other – please specify
Set Up/Other Comments:

## **Terms & Conditions**

#### General

- The Permit Holder shall be responsible for their participants and guests and must enforce the
  terms and condition to each individual during the rental period. The Permit Holder shall take
  appropriate action to ensure that all such persons using the premises behave appropriately and
  safely, following all facility regulations. The Town shall make such rules and regulations readily
  available.
- 2. The Permit Holder is responsible for all damages to the premises during the rental period. If damage to the premises occurs, the Permit Holder will be invoiced for all costs related to the damages, which could encompass labour and additional staffing expenditures. Future bookings may be withheld if repairs or repair payments are in arrears.
- 3. The Town shall not bear liability for any personal injuries, damages, losses or theft of articles, whether belonging to the Permit Holder or any attendees present during the permit period. Furthermore, the Town holds no responsibility for any equipment that the Permit Holder or their associates bring to the rented facility.
- 4. The appropriate amount of set-up and clean-up time, in addition to the event time, must be indicated on page 1 of the Recreation Facility Rental Agreement and included in the reservation period. The Permit Holder cannot access the facility space for set up (sports equipment, food drop-off, catering, etc.) unless additional time is booked and paid prior to the booking. This applies to all booking for the CCC as well as outdoors parks and athletic facilities.
- 5. If the space is not cleaned to the state in which the space was at the beginning of the rental, the Permit Holder will be subject to a minimum \$100 cleaning charge. Any required cleaning supplies (broom, multi-purpose cleaner) will be made available to the Permit Holder by CCC staff.
- 6. Signs, posters or other decoration may only be affixed to walls with masking tape or painters' tape and only in approved locations. Any damage caused by the use of unapproved products will be charged back to the Permit Holder.
- 7. The use of the CCC logo in any marketing materials is not allowed without prior written approval of the Town of Cobourg's Communications Manager.
- 8. For events involving high risk activities as defined by the Town, a certificate of liability insurance of no less than \$5,000,000.00 per occurrence naming "The Corporation of the Town of Cobourg" as an additional insured must be submitted no later than fourteen (14) calendar days prior to the permit date. The policy shall be endorsed to provide that the policy shall not be altered, canceled or allowed to lapse without written notice to the Town. The Town reserves the right to modify

insurance requirements as needed considering factors such as risk assessment and event size.

- 9. If food will be served to the general public, a <u>Special Events Notification Form</u> must be submitted to the Haliburton, Kawartha, Pine Ridge District Health Unit. A copy of the form is available from CCC Staff but must be completed and submitted to the Health Unit by the Permit Holder. Private functions (by invite only) are exempt from submitting this application. BBQs are restricted to the Lions Pavilion at Victoria Park. Please note that the use of charcoal is strictly prohibited. It is the responsibility of the Permit Holder to clean up and to arrange for any catering dishes to be picked up the same day.
- 10. Third-party equipment providers must be approved for service before entering the facility. The Sport & Event Coordinator must be notified of third-party equipment no later than twenty-one (21) calendar days before the permit date. Additional costs will be incurred for the inspection and servicing (connection & disconnection) of electrical equipment.
- 11. Selling refreshments, food or beverages on Town property is prohibited. Permit Holders can use catering services or bring their own food but the removal of catering/food supplies, including set up and take down, must be complete by the permit's end time.
- 12. The Town is responsible for the collection and submission of third-party fees to the Society of Composers, Authors and Music Publishers of Canada (SOCAN) when an event or program plays music. If live or recorded music of any kind is included in your event, event organizers are required to pay a license fee to the Town of Cobourg.
- 13. The Permit Holder acknowledges that parking at Town facilities is public and cannot be reserved. Parking is limited to designated areas and some facilities have limited parking spaces. Parking fees may apply.
- 14. Permit Holders must adhere to the <a href="CCC Fire Safety & Special Events Guide">CCC Fire Safety & Special Events Guide</a>. A signed copy of the safety plan must be submitted to the Sport & Events Coordinators no later than fourteen (14) calendar days prior to the permit date. As per this guide, Permit Holders must make note of fire pull stations, fire extinguishers, and fire exits in the vicinity of the permitted space; inform guests of the nearest emergency exits; and keep all fire exits, routes and walkways unobstructed. Candles, explosives and other flammable items are strictly prohibited on CCC property.

#### Ice/Arena

15. For ice bookings, all users are required to obtain and maintain insurance coverage in the amount of \$5,000,000.00 for public and general commercial liability insurance and must name "The Corporation of the Town of Cobourg" as additional insured. If the Permit Holder has their own insurance, a Certificate of Insurance must be supplied to the Town prior to the issuance of a

Permit/License. For individual bookings, insurance is available through the Town's User Insurance Program and can be purchased at the front desk.

- 16. Ice flooding is required between bookings. As a result, ten (10) minutes will be taken off the beginning or end of the permit times resulting in a fifty (50) minute hour. The operators of the facility reserve the right to determine when ice flooding is necessary.
- 17. Dressing room privileges commence thirty (30) minutes prior to permit start time and expire thirty (30) minutes after permit end time. Any personal belongings must be taken out immediately after the rental period otherwise, dressing room access will be withheld unless agreed with the Town.
- 18. Dressing rooms must be left in a clean and usable condition following the rental period. The Permit Holder is responsible for any damage and/or vandalism that occurs within the permitted area during the permit time. Any cost to repair such damage will be charged back to the Permit Holder.
- 19. Permit Holders can inquire about dressing room assignments at the CCC front desk or by checking the facility's TV schedules.
- 20. The Town strongly advises that all participants wear CSA-approved safety equipment, including head, eye, and facial protection.

## **Payment and Cancellation**

- 21. Cancellation requests must be submitted in writing by the Permit Holder to the Sport & Event Coordinator up to seven (7) calendar days prior to the permit date to receive a full (100%) refund. Cancellations made with less than seven (7) calendar days' notice will forfeit any fees paid or due. Specialized requests and rentals may be non-refundable.
- 22. Full payment of booking is required at time of booking unless otherwise indicated by the Sport & Events Coordinator. Failure to make payment may result in the loss of the booking. Failure to make payment does not constitute a submission of cancellation. Cancellation must follow the terms outlined in Section 21.
- 23. If the Town cancels the permit for reasons beyond its control, the Permit Holder will receive a full refund of permit fees including any deposit. In such circumstances, the Town is not responsible for the loss of any anticipated revenue.

# **Guiding Principles of Event Management**

The following principles will guide event management and decision making. In the process of delivering and supporting events, the Town will:

- a) Encourage the development of new events and tournaments while balancing the needs of regular users and the community.
- b) Facilitate an event application and approval process.
- c) Assess event requests by considering the facility's suitability and evaluating the potential effect to regular users, Town resources, and the broader community.
- d) Foster accessible and inclusive environments that encourage resident participation. The Town does not support events that promote harassment or discrimination.
- e) Not permit events or activities that advance the business of a political party. Use of municipalowned facilities is prohibited for any election related purpose, which includes "meet the candidate" nights, parties, and other expressions of appreciation; displaying of any campaign related signs in the window or on the premises; and displaying any election-related material in any Town property, save and except a voting station in a federal, provincial, or municipal election.
- f) Not permit events that have the potential to negatively reflect the Town's image. The Town has the right to reject an event which:
  - Promotes any form of discrimination, including that based upon race, national origin, religion, sex, gender, sexual orientation, or age;
  - Degrades/slanders any individual, group, Town service, event or program;
  - Promotes unlawful behaviour including violence of hate.

Completion of this Agreement secures the requested space as outlined and binds the Permit Holder to the above terms and conditions.

Signature:	Date:
Town of Cobourg Staff:	Date:

Personal Information on this form is collected under the authority of the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M56, as amended. Inquiries about the collection of personal information should be directed to the Municipal Clerk.

REVISED: October 2024