

Township of North Huron Recreation Department

Rules & Regulations for Facility Use

(1) Facility Contracts

- The issuing of a facility permit is entirely at the discretion of the *Township of North Huron Recreation Department* (further referred to as the 'Recreation Department').
- The Recreation Department reserves the right to cancel any contract temporarily or permanently.

(2) Purpose & Specifics of Contract

- The facilities mentioned on this contract are to be used only on the date(s) and time(s) specified, only for the purpose(s) named and the contract is not transferable.
- The contract is not valid unless signed by the designated Recreation Department staff.

(3) Regulations & Policies of Use

- Group and individuals agree to:
 - o Abide by all pertinent law, regulations and policies of use.
 - o Exercise conduct and good recreational practices complementary to other users and spectators.

(4) Best Interests of the Township of North Huron

— The Director of Recreation has the freedom to act in the best interest of the Township of North Huron in cases where municipal policies, regulations and conditions are not mentioned.

(5) Insurance

- User groups providing a service to the public must provide the Recreation Department with a certificate which demonstrates a minimum of \$2 million liability insurance for their activities/events naming the "The Corporation of the Township if North Huron" as an additional insured.
- If the Township does not receive a copy of this certificate by the rental time stated on the contract, the user group will be unable to use the facility and all fees for the rental will be charged. Fees will continue to be charged until the certificate is received.

(6) Contractee Responsibilities

- To indemnify and save harmless the Township of North Huron, its employees, council members, official and officers from all claims, demands, costs, expenses, actions and causes of action in respect of death, injury, loss or damage to persons or property arising from the rental. Proof of liability coverage in the form and amount requested must be provided;
- To pay for any and all damages to the facilities and/or furnishings arising from the use of same as granted by the Recreation Department;
- To pay appropriate fees for staff assistance including maintenance, bartenders, etc.;
- To comply with all federal, provincial and municipal by-laws and resolutions, particularly those pertaining to games of chance, lotteries, gambling and alcoholic beverages;
- To ensure all persons admitted to the function being held have vacated the permitted facilities and all privately-owned property and personal effects have been removed by the time specified in the contract;
- To ensure no smoking is allowed anywhere in the facility;
- To ensure the proper conduct and supervision of all persons admitted to the facilities permitted and all regulations contained in this permit are strictly enforced.

(7) Signing Authorization

- No person under the age of 18 can rent spaces or be the signing authority.
- The person signing the contract must be authorized by the organization to do so and, when requested, will produce for inspection the authorization in writing.

- The person signing the contract, when requested, will agree to personally guarantee of any rental fees due to the Recreation Department.
- The contract signed is binding upon the renter, their respective heirs, successors and assigns.

(8) Event Attendance & Capacity

- Maximum attendance at any facility is governed by Fire Regulation or the Department of Health.
- All exits must be kept free from obstruction at all times.

(9) Security & Crowd Control

- Proper crowd control must be maintained by the renter when they are using the facility.
- Due to the nature of certain activities/events, the Recreation Department may require the renter provide adequate security protection in the form of police or an acceptable private security company.
- If, in the opinion of the Recreation Department, this is not being carried out, staff will be hired to police the event at the renter's expense.

(10) Timing of Invoices & Payments

— Returning User Groups and Organizations

o These groups will be invoiced at the end of every month.

— One-off Bookings

o These bookings must be paid in full at time of booking.

(11) Deposit for Contract

- Large group bookings for the following spaces will be charged a \$200 non-refundable deposit at time of booking:
 - Blyth Arena Hall, Blyth or Wingham Arena Floor, Blyth Campground, Outdoor Spaces, Wingham Community Theatre

(12) Cancellation of Contract

— Notification & Fees

- o To cancel this contract, notification must be received by the Recreation Department no less than 15 business days prior to the start date stated on the contract.
- Failure to comply with this policy will result in loss of facility deposit or 50% of the total applicable facility fee.

Weather Related Cancellations

o A rental may be cancelled with no penalty if weather is severe enough. The renter must contact the Recreation Department prior to the booking time to cancel or full charges will be applied.

(13) Personal Injury & Theft

— The Recreation Department will not be responsible for personal injury or for the loss/theft of clothing or equipment for any person(s) within the facility.

(14) Food

 Any renter wishing to sell food at their event must get approval in advance by the Recreation Director.

(15) Alcohol Use

- If a municipal facility, including halls, meeting rooms, arenas, sports fields, outdoor spaces, etc., is being rented for an event where alcohol will be served, the renter must comply with North Huron's Municipal Alcohol Policy.
- The renter's permit for this event will be not be confirmed until the Municipal Alcohol Policy (MAP) is completed and signed.

(16) Smoking

- Smoking or the use of banned substances is strictly prohibited.
- Violators will be subject to loss of use and prosecution.
- Smoking is only permitted 9 metres or further from any entrance.