

## CONTRACT HOLDER: PLEASE READ ALL OF THESE PROVISIONS

In consideration of the City of Ottawa issuing the attached Ottawa Rental Contract (“the contract”), the contract holder (and the sponsoring organization, if applicable) is voluntarily assuming the risks associated with holding the described event and is confirming they have read, fully understand and will adhere to the following general terms and conditions:

### **The Contract and the Contract holder**

1. The contract holder must be the full age of 18 years.
2. The contract holder must have a copy of the contract readily available at all times.
3. The person who signs the contract must be duly authorized to do so on behalf of the contract holder (and of the sponsoring organization, if applicable.)
4. The contract must be signed and a copy left on file with the appropriate City Permits Clerk before the first scheduled contract date or access to the facility may be denied.
5. The contract holder and the sponsoring agency cannot transfer or assign the contract without prior authorization from the City of Ottawa (“the City”).
6. It is the responsibility of the Contract Holder to make all members of its group using the City facility aware of the terms and conditions of the Ottawa Rental Contract, and to provide the members with a copy of these terms and conditions, if requested.

### **The Event**

7. The use of decorations or special effects, not provided by the City of Ottawa, must comply with public safety and fire regulations and be authorized in advance by the Facility Supervisor.
8. There is to be no charging of admission, collection or sale of refreshments except as authorized on this contract. Furthermore, the distribution of refreshments and food products, which are deemed to be in violation of non-competition clauses, will not be permitted during facility concession operating hours.
9. 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 of Ottawa resulting from the use of the facility/premises by the contract holder.

### **Application of Other Laws**

10. The contract holder must comply with all 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.
11. The contract holder must comply with all applicable rules and regulations, policies and procedures of the City of Ottawa, all City By-laws, including but not limited to the Smoking By-law, Noise By-law, Signage By-law, and Parks By-law.
12. For liquor related contracts; 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.
13. The consumption, sale or distribution of alcoholic beverages is prohibited at City of Ottawa facilities/premises unless authorized by the City of Ottawa and unless the appropriate permits and licenses have been obtained.
14. 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.
15. The City of Ottawa may require that door monitors and trained alcohol servers be provided by the contract holder.
16. Permission to use City of Ottawa facilities/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.

### **The Facility**

17. The contract holder shall use City of Ottawa facilities/premises, equipment and furnishings provided in a manner consistent with their intended use.
18. Space is allocated for the dates stated on the contract only.
19. Only the areas identified on the contract(s) are to be used by the contract holder or sponsoring organization, unless prior authorization has been received from authorized City of Ottawa Staff.
20. All exits in the facilities must be kept free from obstructions in case of fire or other emergency.

### **Safety and Responsibility**

21. The contract holder shall attend the event for which the contract was issued and be responsible for decision making during and after the event.
22. The contract holder shall ensure the physical setting in the rented facility is kept safe for participants and the general public attending the event.
23. 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.
24. The City of Ottawa may require a security plan to be submitted by the contract holder and/or the presence of police officers or security guards may be required during the event, the cost of which shall be borne by the contract holder.
25. 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.

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26. The contract holder, the sponsoring organization, their employees, volunteers and agents, shall cooperate with City of Ottawa representatives, police, investigating authorities and the insurance companies involved in the incident and, shall provide City staff access to all rental spaces.

### **Insurance**

27. 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 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, such insurance shall name the City of Ottawa as an additional insured thereunder. The City of Ottawa **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.

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.

### **Indemnification**

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

### **Payments and Invoicing**

29. The contract holder shall be held responsible for payment of the contract. Payment is due as specified on the contract.
30. Should payment not be received within 30 days of the due date, an invoice may be issued for the total overdue balance. An overdue account is subject to compounded interest of 1.25% per month. Interest accrues daily from the due date on each invoice until the account is paid in full.
31. Should the payment continue to be in arrears after 30 days of the invoice, the City may suspend the right of the contract holder to use the public space, facilities or properties within its jurisdiction until all arrears are paid in full.

### **Cancellation/Refunds**

32. Contract holders must give to the City 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.
33. If you request and are granted a modification to the rental period in accordance with item #32 noted above, you will be provided with an amended Rental Contract reflecting the approved modifications, for your information. Please take notice that the terms and conditions of your signed Rental Contract will continue to apply to your rental and use of the facility, and are binding on you.
34. The City reserves the right to cancel the rental contract at any time in the case of emergencies or when unforeseen circumstances arise. In such cases the City 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 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.
35. The City shall have the right to cancel the rental contract immediately without notice if, in the opinion of the City, the contract holder or any person(s) using the facility with the consent of the contract holder, willfully damages City of Ottawa property, displays misconduct, unlawfully consumes alcohol beverages, is in violation of any terms of this rental contract or a City By-law, City regulation or any applicable Federal or Provincial law.
36. The City of Ottawa 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 reserves the right to cancel a contract if any of the above-noted circumstances arise.
37. If a refund is requested, a Refund Request Form must be completed and submitted to City staff for processing. A Processing Fee of \$25 will apply to all refunds, whether by cheque or credit card, and will be processed within 21 days of the receipt of the completed Refund Request Form. Otherwise, the refund will be credited to your account and no Processing Fee will be charged.

**Non-compliance with the terms and conditions of this contract 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 contract.**

**Note: These terms and conditions are reviewed annually.**