

Municipality of West Elgin SPORTS FIELD RENTAL AGREEMENT

RECREATION AND FACILITIES DEPARTMENT, 22413 Hoskins Line, Rodney, ONTARIO, N0L 2C0
PHONE: 519-785-0560 EMAIL ejocius@westelgin.net

A GENERAL INFORMATION

- 1) Name of Lessee _____
- 2) Address _____
_____ Postal Code _____
- 3) Telephone (Home) _____ (Fax) _____ (Business) _____
- 4) Secondary Contact Person _____
Telephone (Home) _____ (Fax) _____ (Business) _____
- 5) Group/Organization/Association _____

B RENTAL INFORMATION

Day(s) _____ Starting Date _____

Time(s) _____ Finishing Date _____

SPORTS FIELD RENTAL RATE

	\$.	/HR
H.S.T.	\$.	
TOTAL RATE	\$.	/HR

IF IT WILL OCCUR MORE THAN ONCE PLEASE ATTACH A SCHEDULE

C TERMS OF CONTRACT

PAYABLE at facility in advance monthly

Contract Approved by: _____

Facility Position: _____

I, the undersigned have read, understand and agree to the terms and conditions in this contract which are stated on the reverse and hereby accept the same on behalf of the said members of the organization, team or association.

I acknowledge and agree that breach of any of the said conditions may result in the termination of the allotted sports field time at the discretion of the Municipality of West Elgin.

Lessee Signature _____

Date: _____

SPORTS FIELD RENTAL POLICIES and CONDITIONS OF RENTAL

GENERAL

1. Teams must leave the sports fields promptly to help maintain our schedules.
2. The Municipality will not be responsible for any lost or stolen goods or money, regardless of location on premises.
3. If you wish to play a game other than the pre-scheduled, the management must be notified 48 HOURS in advance.
4. The representative renting the sports field shall be responsible for all damages caused to any building, grounds, chattels and equipment belonging to the Municipality, reasonable wear and tear considered. The said damages are to be repaired or paid for to the full satisfaction of the management of the sports field.
5. The Municipality carries public liability and accident insurance for the protection of spectators and employees. The representative renting the sports field shall be responsible for such insurance as may be necessary for its personnel and shall assume full liability for any accident occurring in connection with the rental of the sports field.
6. The Municipality shall reserve the exclusive right to the sale of all food and beverage concessions with the sports fields. The sale of or the solicitation of any tickets, goods or commodities of any nature whether charitable or otherwise, shall not be permitted within the sports field unless approval is obtained from management.
7. Glass bottled beverages/alcohol and drugs are not permitted on the premises at any time, unless approval has been granted for a special event and all permits and insurance requirements have been adhered to.
8. All Municipal owned facilities are bylaw smoke-free.
9. The representative renting the sports field shall be responsible for ensuring all provincial, municipal, and association guidelines with respect to COVID-19 are being followed. Failure to follow these guidelines may result in contract termination.

FEES

1. Sports field rates will be assessed at the current rates as established by Bylaw by the Council of the Municipality of West Elgin.
2. All rentals are payable prior to the use of the sports field, unless otherwise arranged with management of the sports field. Employees are entitled to refuse cash rentals not paid before the start of the designated rental time.
3. All sports field rentals invoiced on accounts are due upon receipt. Any outstanding accounts beyond thirty days from the date of billing shall be assessed a late payment charge on the unpaid balance (2% per month). Lack of payment will also result in cancellation of any further sports field rentals until account is paid in full.

CANCELLATIONS

1. Management reserves the right to cancel sports field rentals at any time in the event of tournaments and special events. For other cancellation situations, management, whenever possible, will notify the representative 48 HOURS prior to the said cancelled rental time. A scheduled list of such special events will be furnished to lessee in advance.
2. For "occasional" sports field rentals (meaning those rentals that are not on a set day and time each week for one month or longer) cancellation notice is a minimum of 48 HOURS – which must be done by contacting management at 519-785-0560 x.200 or via email at ejocius@westelgin.net OR recreation@westelgin.net. If the required notice is not provided, then full payment will still be required for said sports field rental.
3. For "seasonal" sports field rentals (meaning those rentals that are on a set day and time each week for one month or longer) and organization may occasionally return sports field rental times to the municipality by providing a minimum two (2) weeks written notice to management via letter or email to ejocius@westelgin.net OR recreation@westelgin.net.
4. Any cancellations prior to start time caused by storms, flooding, power failure, Act of God or business interruption caused by mechanical failure of the facility(ies), will be considered unavoidable and the representative will not be charged for cancellations of that nature.

DRESSING ROOMS

1. Not applicable for sports field rentals in West Elgin.

Force Majeure

1. In this section, an "**Event of Force Majeure**" means an event beyond the control of the Municipality of West Elgin which prevents Municipality of West Elgin from complying with its obligations under this Agreement. An Event of Force Majeure includes, but is not limited to, the COVID-19 pandemic. For greater clarity, the parties hereto agree and acknowledge that (1) Municipality of West Elgin shall have the sole discretion to determine

whether an Event of Force Majeure has arisen, and (2) that such a determination may be made by Municipality of West Elgin notwithstanding federal, provincial or municipal directives or orders to the contrary. Should Municipality of West Elgin determine that an Event of Force Majeure has occurred, Municipality of West Elgin shall not be considered to be in breach of this Agreement to the extent the performance of Municipality of West Elgin obligations is prevented or inhibited by the Event of Force Majeure. In such a case, Municipality of West Elgin shall give written notice to the other party hereto of an Event of Force Majeure upon same being reasonably foreseeable, or being known, to Municipality of West Elgin. If and to the extent that Municipality of West Elgin is prevented from performance of its obligations pursuant to this Agreement by an Event Of Force Majeure, Municipality of West Elgin shall be relieved of its obligations hereunder and may, but need not, elect to offer the other party hereto an alternative accommodation arrangement or date if Municipality of West Elgin deems same reasonable and safe. In the event Municipality of West Elgin does not elect to offer the other party hereto an alternative accommodation arrangement or date, Municipality of West Elgin may forthwith cancel this Agreement upon written notice to the other party hereto and, in such a case, this Agreement shall be at an end and neither party shall have any liability or obligation to the other party. The parties acknowledge and agree that in the event of conflict between the terms and provisions of this section and any other section contained in this Agreement, the terms and provisions of this section shall govern and apply.