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The Corporation of the Municipality of West Elgin Sports Field Rental Agreement

Start Date: _____ **End Date:** _____ (the "Term")

Where specific start and end dates are not specified, the term shall be for an indefinite period subject to cancellation by either party on 30 day's prior written notice to the other party.

USER GROUP ("USER"): _____ **Contact Person:** _____

Address: _____

Phone: _____ **Cell:** _____ **Email:** _____

1. **USE OF PROPERTY:** The Municipality hereby agrees to permit the User to utilize the Ball Diamond and/or Soccer Field and washroom facilities located at Miller Park. The USER shall not have the right to use any Municipality grounds/facility (ies) not specifically included in this Agreement unless the USER shall have obtained the prior written authorization of the Municipality in that regard. No possessory rights are granted to the USER and in no event shall this Agreement be deemed to be a lease between the Municipality and the USER. In permitting the use of the above-described grounds/facility as provided in this Agreement, the Municipality does not relinquish the right to enforce all necessary and proper rules and laws for the efficient and effective operation of the said grounds/facility and the safety of the public.
2. **RULES:** The USER shall abide by and obey all laws, by-laws, rules and regulations of the Municipality, the Province of Ontario and the Government of Canada. The USER shall comply with all rules and regulations now or hereinafter established by the Municipality with respect to use of the grounds/facility(ies) described herein, including the policies, rules and regulations associated with this Agreement, as amended from time to time.
3. **MUNICIPALITY RESPONSIBILITIES:** The Municipality shall be responsible for
 - cutting and trimming the grass one (1) time per week during the season;
 - dragging the ball diamond one (1) time per week during the season;
 - maintenance of goal posts; emptying dumpsters as required;
 - Cleaning washrooms one (1) time per week.
4. **USER RESPONSIBILITIES:** The USER shall have the sole responsibility of managing and supervising all of the events/activities it undertakes pursuant to its rights under this Agreement, including but not limited to the hiring of all necessary staff and officials, conducted on the premises, and for the enforcement of the policies, rules and regulations associated with this Agreement together with those prescribed by any governing or applicable umbrella organizations.

Except as otherwise specifically provided for herein, the USER shall be responsible for all maintenance and use activities associated with its rights under this Agreement, including but not limited to:

- field lining, maintenance of lines and/or line and providing qualified referees;
- ensuring players wear the appropriate sport specific-protective equipment;

- regular pick up of the trash off the fields after each event and the trash is to placed garbage cans provided by the Municipality.
- unlocking the doors and turning the water on for the washrooms at the beginning of each game and locking the doors and turning the water off to the washrooms at the end of each game.
- sufficiently maintaining and keeping the premises in good and substantial repair during the season.
- storage of equipment at the end of the season and returning the premises back to the general conditions of cleanliness and repair in which it was found.
- reporting incidents/accidents in a timely manner.
- booking, scheduling and collecting registration fees.
- the USER may authorize a competent person to utilize Municipality equipment for the purposes of touching up the diamonds between diamond dragging as required;
- educating attendees about appropriate behavior and any rules that might apply etc.

5. DAMAGES: The USER shall be responsible for any damage to the grounds/facility(ies) caused by the USER, its officers, directors, employees, volunteers, agents or contractors, invitees, spectators, members, participants in or at any event or activity hosted/planned/conducted/sponsored by the USER.

The Municipality shall not be liable for any damage to or loss of any property brought into/onto the grounds/facility(ies) by the USER, its officers, directors, employees, volunteers, agents or contractors, invitees, spectators, members, participants in or at any event or activity hosted/planned/conducted/sponsored by the USER.

6. SUPERVISION: The USER shall have the sole responsibility for the supervision, control and safety of all persons entering the property or attending a function of the USER including, but not limited to, its officers, directors, employees, volunteers, agents or contractors, invitees, spectators, members, participants in or at any event or activity hosted/planned/conducted/sponsored by the USER.

7. INSPECTIONS: The USER shall ensure that the grounds/facility(ies) are thoroughly inspected, including but not limited to the structures and playing surfaces, prior to use, to ensure safe conditions and to ensure that the grounds are not used until the unsafe condition has been rectified. The USER shall immediately report all unsafe conditions to the Municipality. The USER shall undertake appropriate interim safety measures and/or repairs until such time as the Municipality can respond. The USER shall file a written "incident report" for each incident with the Municipality of West Elgin on the next business day following the occurrence or the discovery of the unsafe condition. The USER acknowledges that the Municipality has not provided any representation or warranty or other assurance regarding the suitability of the grounds/facility(ies) for use by the USER.

8. CANCELLATION: The USER shall have the sole responsibility for cancelling events/activities and, where applicable, clearing the grounds/facility(ies) in the event of lightning or other inclement weather conditions or other dangerous/unsafe condition(s). The USER further agrees to ensure that no events/activities will take place when the conduct of same may cause damage or injury to the grounds/facility(ies), participants, attendees, etc.

9. "UNACCEPTABLE BEHAVIOR": The USER shall be responsible for recognizing the need for assistance to address unacceptable behaviours during any activity/event, and for requesting assistance from the designated Municipality staff and/or the Police. All such assistance is at the expense of the USER.

10. RIGHT OF ENTRY: A duly authorized representative of the Municipality may enter the grounds/facility(ies) at any time and on any occasion without restriction, for the enforcement of any of the applicable policies, rules, laws and regulations. The Municipality reserves the right to remove, or have removed, any person(s) due to a violation of any of the said applicable policies, rules, laws and regulations.

11. ALCOHOL: Alcoholic beverages of all types and descriptions are prohibited on Municipality property and at Municipality facilities unless a legal liquor license has been obtained. Illegal substances are prohibited on Municipality property and in Municipality facilities at all times. The USER agrees to enforce this rule with its officers, directors, employees, volunteers, agents or contractors, invitees, spectators, members, participants in or at any event or activity hosted/planned/conducted/sponsored by the USER and to notify law enforcement agencies when violations occur and appropriate action against all involved parties will apply.

12. CONCERNS/COMPLAINTS: All concerns/complaints must be put, in writing, to the attention of the Municipality of West Elgin.

13. INSURANCE: The USER shall, at its/his/her expense, obtain and keep in force during the Term of this Agreement, Commercial General Liability Insurance satisfactory to the Municipality, which insurance shall be written by an insurer licensed to conduct business in Ontario and include, but not be limited to, the following:

- a) A limit of liability not less than \$2,000,000.00 per occurrence.
- b) The Municipality shall be named as an "Additional Insured".
- c) The policy shall contain a provision for cross liability and severability.
- d) 30 days prior notice of cancellation of the policy shall be given in writing to the Municipality: and
- e) A certificate of insurance evidencing the above coverage shall be given to the Municipality **prior to entry on the grounds**, each and every year of the agreement.

Failure to furnish certificates of insurance or notices of lapse on any policy constitutes a material breach and grounds for termination of this agreement.

14. INDEMNIFICATION: The USER agrees to save harmless and keep indemnified the Municipality, its elected and appointed officers, volunteers, agents and employees, in connection with all losses, claims, demands, judgments, loss, liabilities, damages, costs, and expenses (including attorneys' fees) in connection with, on account of or arising from (i) any failure by the user to perform its obligations hereunder, or (ii) any accident, injury, or damage to person or property on or about the grounds/facility(ies) or otherwise arising out of or relating to the use of the grounds/facility(ies) by the USER, or any of its staff, volunteers, members, participants or invitees. In no event shall the Municipality be liable for an accident, injury or damage to person or property in, or about the grounds/facility(ies) or otherwise relating to use of the grounds/facility(ies) by the USER or any of its staff, volunteers, members, participants, or invitees.

15. WAIVERS: Where event/activity waivers are signed by the USERS, its officers, directors, employees, volunteers, agents or contractors, invitees, spectators, members, participants in or at any event or activity hosted/planned/conducted/sponsored by the USER, the waivers must include a statement *that "the participant agrees to indemnify and save harmless the Municipality of West Elgin, its officers, agents elected officials and employees against any and all actions, causes of action, claims and expenses whatsoever presented by any person attending or participating in the event/activity to which this waiver relates for loss or damages sustained as a result of attending or participating in the said event/activity"*.

16. MULTI-USE GROUNDS/FACILITY: The USER acknowledges that the sports fields may be required for use by other USERS for other authorized activities/events. The USER agrees that the Municipality shall have full, complete and absolute authority to establish the schedules for the use and availability of its grounds/facilities. The USER agrees to comply with any schedules so established and to cooperate in any sharing arrangements so determined by the Municipality.

17. ALTERATION OF GROUNDS/FACILITIES: The USER shall obtain the written approval of the Municipality prior to undertaking any alterations of a permanent nature to the Municipality's grounds/facility(ies) and to comply with all applicable law, regulations and municipal by-laws in the completion of any Municipality approved alterations. Upon termination of this Agreement, all authorized improvements to the Municipality's grounds/facility(ies) shall, without compensation to the USER, become the property of the Municipality.

18. Force Majeure: In this section, an “**Event of Force Majeure**” means an event beyond the control of the Municipality which prevents Municipality 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 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 notwithstanding federal, provincial or municipal directives or orders to the contrary. Should the Municipality determine that an Event of Force Majeure has occurred, the Municipality shall not be considered to be in breach of this Agreement to the extent the performance of Municipality obligations is prevented or inhibited by the Event of Force Majeure. In such a case, Municipality 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. If and to the extent that Municipality is prevented from performance of its obligations pursuant to this Agreement by an Event Of Force Majeure, Municipality 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 deems same reasonable and safe. In the event Municipality does not elect to offer the other party hereto an alternative accommodation arrangement or date, Municipality 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.

19. Covenant to Comply Clause: The undersigned covenants with the Municipality that the undersigned, its employees, contractors, agents, invitees and any other persons attending the undersigned’s event or the undersigned’s premises will strictly observe and comply with all applicable federal, provincial, municipal and public health orders, policies, and directives relating to the COVID-19 pandemic including, without limitation, all prevailing and prescribed indoor and outdoor gathering limits, social and/ or physical distancing limits and any other applicable policies, directives and orders (the “Policies, Orders and Directives”). The undersigned confirms that the prevailing Policies, Orders and Directives may be subject to change. As such, the undersigned covenants with the Municipality that the undersigned shall remain fully apprised of, and any event or shall be run in full compliance with the prevailing Policies, Orders and Directives as may be in force at the date and time of the event. In the event the undersigned, or an attendee of the undersigned’s event, does not comply with the foregoing obligations, the Municipality may, at its discretion, immediately exercise its termination rights herein.

20. Termination Clause for Non-Compliance: In the event the Municipality determines, in its sole discretion, that the undersigned, its employees, contractors, agents, invitees or any other persons attending the undersigned’s event have not complied with the prevailing Policies, Orders and Directives as of the date of the event, the Municipality may forthwith terminate the event by providing the undersigned with written notice of termination and such termination shall be effective forthwith. If this occurs, the undersigned will forfeit all deposit, fees and any other funds payable to the Municipality under the agreement, and the Municipality shall have no further liability towards or obligation to accommodate the undersigned. For greater clarity, the foregoing termination right of the Municipality shall be in addition to, and not in place of, such other penalties and fines as may be levied by other governmental officials and entities (e.g. provincial offences). It is explicitly agreed by the parties hereto that the Municipality’s termination right hereunder may be exercised by the Municipality without advance written notice to the undersigned, and while the undersigned’s event is being held. 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.

21. NOTICES AND OTHER COMMUNICATIONS BETWEEN THE PARTIES: All notices or communications pursuant to this Agreement shall be sent to the Chief Administrative Officer in writing to the Municipality Office at the address hereinbefore set forth.

22. SEVERABILITY: If any section or clause of this Agreement is held invalid by a court of competent jurisdiction, or is otherwise invalid under the law, the remainder of the Agreement shall remain in full force and effect.

The undersigned has read, and on behalf of the USER, agrees to be bound by the Agreement and all applicable policies, procedures, laws, by-laws, and regulations of the Corporation of the Municipality of West Elgin (the "Municipality ") and hereby warrants and represents that he/she executes this Agreement on behalf of the USER and has sufficient power, authority and capacity to bind the USER with his/her signature.

Signature: _____ Date: _____
I have the authority to bind the organization
(if applicable)

*In the event that no one has the authority to bind the organization, then please have all members of the team read the agreement, then print and sign their names on the attached form.

NAME (PLEASE PRINT)	SIGNATURE
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