

Conditions of Use

Facility Rental Contract – Conditions of Use

The Municipality of Lakeshore has developed the Conditions of Use, in addition to the Code of Conduct to ensure a positive and safe environment for participants and spectators.

1. Permit Rules:

This rental contract is for the organization and/or individual indicated above. It is not transferable. This organization or individual shall be called the "User" for purposes of these Conditions of Use.

The issuance of this permit is entirely at the discretion of the Municipality of Lakeshore – Community Services Department. The department reserves the right to cancel any permit temporarily or permanently on the following notice:

Forty-Eight (48) hours' Notice:

- Should the Municipality of lakeshore require the facility for special events;
- Upon breach of this contract by the User
- Should the Municipality of Lakeshore be of the opinion that the premises are not to be, or are not being used for the purpose(s) contained to the application; or
- Should the User fall in arrears with the Municipality of Lakeshore

No Notice Required:

- Due to inclement weather
- For immediate maintenance and/or repair required at the facility

The facilities named on this permit are to be used only on the date(s) and time(s) specified and only for the purposes named. The User agrees that the User shall pay for any and all damage to facilities and/or furnishings arising from the use of such

facilities and/or furnishing granted by this permit. Maximum attendance at any facility shall be governed by fire, health, and safety laws and regulations.

2. The User agrees to:

- 2.1.** Begin their function at the scheduled time.
- 2.2.** Agrees to have all guests, invitees, and other persons vacate the designated function space at the end of the rental time dictated.
- 2.3.** The user signing this rental contract must be and confirms that they are at least nineteen (19) years of age.
- 2.4.** The User shall obtain and pay for all necessary permits and/or licenses and abide by all Municipality of Lakeshore law, regulations, by-laws, policies, code of conduct, rule and requirements.
- 2.5.** The Department may revoke the use hereby granted and terminate this contract at any time when, the opinion of the Municipality of Lakeshore, the public interest so requires or when the character of the use is objectionable or in the case of strikes, disputes, or damage to the premises by a natural disaster or other events beyond the control of the Municipality. Under such conditions, the User's deposit shall be returned. The User's sole and only remedy (in the event of termination under this article) shall be the return of the deposit and the Municipality of Lakeshore shall not be liable for any direct or consequential damage arising out of the exercise of its right under this article to revoke the use and terminate the contract/agreement.

Facility staff may perform additional floods as required or delay the ice usage should a dangerous condition occur.

3. Facility Rules:

- 3.1.** Groups must adhere to the facility's hours of operation.
- 3.2.** The User will be responsible for their guests' conduct and the supervision of children.

- 3.3.** It is the responsibility of the user to ensure that children under the age of 13 are accompanied by an adult or responsible guardian and remain under direct supervision (within eye sight) when not directly participating in a scheduled activity or program.
- 3.4.** Any suspicious behaviour or incidents should be immediately reported to a Municipality of Lakeshore staff member.
- 3.5.** The Municipality is not responsible for personal injury or damage or for lost or stolen clothing or equipment.
- 3.6.** Please help keep our facilities clean by encouraging use of all trash/recycle bins provided.
- 3.7.** All Municipality facilities must be left in the same condition they were prior to the facility rental agreement taking affect.
- 3.8.** No one is allowed on the ice until the ice resurfacers have left the ice surface and the gates have been closed.
- 3.9.** The following activities are strictly PROHIBITED:
- 3.9.1.** Loitering or hanging around before or beyond scheduled events
 - 3.9.2.** Congregating in areas that interfere with the flow of traffic, including entrances, exits and hallways
 - 3.9.3.** Verbal or physical abuse, acting in an intimidating, disrespectful or disruptive behaviour
 - 3.9.4.** Damaging or defacing Municipal property
 - 3.9.5.** Consumption of alcohol, drugs, e-cigarettes and tobacco on Municipal property (licensed alcohol events excepted)
 - 3.9.6.** Shooting pucks or use of any other equipment, including but not limited to skipping ropes, sticks, balls, mats, weights, etc., which may interfere with the safety of all patrons

3.9.7. Dryland training, unsafe or active play (such as tag, horseplay) in public areas

3.9.8. Scooters, hoverboards, roller skates, inline skates, skateboards, Heelys or any other wheeled device or cleats

3.9.9. Animals; other than a licensed Service Animal

3.9.10. Use of cell phone cameras within the restrooms, locker rooms and shower areas

4. Dressing Room Rules and conduct:

4.1. If the keys for the dressing rooms (Room 5 & 10) are not returned and/or if the locks need to be changed, a fee will be applied to the permit.

4.2. Dressing room access is provided 30 minutes prior to the start of the rental time. Groups must vacate the dressing room within 30 minutes of when the rental time concludes. Failure to comply with this provision will result in an additional fee and/or labour charges to the User and may result in the cancellation of the permit for the remainder of the season.

4.3. While in the facility, including in the dressing room and on the ice, the coaches/managers are responsible for all participants (players, referees, and spectators).

4.4. Please advise staff of any damage or vandalism upon entered the room or if this room requires custodial or maintenance services.

4.5. Cameras and videos devices, food, gum, and glass items are prohibited within the locker room or shower area.

4.6. Alcohol, smoking, and vaping are strictly prohibited.

4.7. No throwing of items, shooting of pucks or any other object in the dressing room or hallways.

- 4.8.** No spitting or excretion of bodily fluids is permitted in the changing area.
- 4.9.** The dressing room needs to be left in the same condition it was found; any excess garbage, debris, writing on walls, etc., may result in additional cleaning fees.
- 4.10.** Security of personal belongings is the patron's responsibility.
- 4.11.** The Municipality will not be responsible for personal injury of any patron entering the premises or for damage, loss or theft of clothing or equipment.
- 4.12.** Any violation(s) or damage(s) will be reported to management and may result in loss of facility privileges and ice time.

5. Rental Rules:

- 5.1.** The name, dates, and times of deliveries to be made prior to your function must be prearranged and approved by the department. Time required for set-up (i.e. decorating, delivering of goods) must be requested a minimum of forty-eight (48) hours prior to your rental. Additional fees may be applicable.
- 5.2.** Equipment and materials brought into or left at the facility are the sole responsibility of the User.
- 5.3.** It is the responsibility of the Users preparing and/or serving food to know and understand and comply with the Health and Safety Regulations according to the Windsor Essex Health Unit (WECHU).
- 5.4.** Alteration of any electrical equipment is prohibited in any facility. The use of extension cords must comply with Health and Safety regulations to avoid trip hazards and other safety concerns.
- 5.5.** The Municipality of Lakeshore, its employees and agents, shall not be liable and shall not accept responsibility for any injuries and/or damages whatsoever arising from the User's use of the facility and/or for any articles,

goods, or equipment which may be lost, stolen, or damaged belonging to the User or their guests.

- 5.6.** Any advertising or promotions must be approved by the Municipality of Lakeshore fourteen (14) days prior to distribution of the advertising/promotion when the name of the facility is to be used.
- 5.7.** The Municipality reserves the right to substitute, without notice, for the function space referred to herein, with a similar or comparable function space, which substitution shall be deemed by the user as full performance under the agreement.
- 5.8.** The User is responsible for bringing own kitchen utensils, flatware, etc. For additional equipment usage please contact our Public Service Unit for availability and/or cost. It is the responsibility of the rental group indicated to ensure that all dishes and food are removed immediately following the event.
- 5.9.** The throwing of celebratory material (confetti, rice, seed, flower petals, etc.) is strictly prohibited both indoors and outdoors of the premises.
- 5.10.** The use of open flames (candles, etc.) is strictly prohibited.
- 5.11.** The User will inspect the facility immediately prior to use and advise the Department of any hazards or areas of concern that may require maintenance.
- 5.12.** The User will indemnify and save harmless the Municipality from and against all losses, claims, actions, damages, liability, and expenses (including costs for legal representation and out of pocket expenses incurred by the Municipality) in connection with any action or defense arising from or in connection with the use, or presence in, the facility by the User, any person invited or allowed into the facility by the User, or any person for whom the User is responsible.

Fee and Cancellation Information:

1. All fees are based on the Schedule of User fees passed by Council.
2. There is an additional fee that will occur should the User require more than 4 nets.
3. All rentals require a damage deposit. Please see Schedule of User fees for amount.
4. Payment is due upon booking, plus deposit.
5. Please note our cancellation fees prior to booking a facility.
6. All damage deposits are refunded the week following a rental.

The user will comply with all of the above Terms and Conditions and ensure that all person who the User allows in the Facility will also comply with the Terms and Conditions. Those who violate will be asked to leave the property, and police may be called. Violations are subject to disciplinary action, which may result in losing facility privileges and potential termination of access.