



Facility Booking Office
 99 Thornton Rd. S.,
 Oshawa, Ontario
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Rental Contract/Invoice

Printed: 22 May 2018, 10:15 AM
 User: amanda

Contract #: 210292
Date: 24 Apr 2018

Durham Ultimate Club

User: Cindy
Status: Firm

The City of Oshawa, hereby grants Durham Ultimate Club (hereinafter called the "Licensee") represented by Kevin MacLeod, permission to use the Facilities as outlined, subject to the Terms and Conditions of this Agreement contained herein and attached hereto all of which form part of this Agreement.

i) Purpose of Use Artificial Turf - Sport Use
 Ultimate Frisbee

ii) Date(s) and Time(s) of Use # of Bookings: 18 Starting: Tue 28 Aug 18 06:45 PM Expected: 150
 Ending: Thu 11 Oct 18 08:45 PM

Facility/Equipment	Day	Start Date	Start Time	End Date	End Time	Fee	Extra Fee	Tax	Total
Civic Recreation Complex - Field 5	Tue	28 Aug 2018	06:45 PM	28 Aug 2018	08:45 PM	\$221.24	\$42.04	\$34.23	\$297.51
Civic Recreation Complex - Field 1 - Terry Kelly Field	Wed	29 Aug 2018	06:45 PM	29 Aug 2018	08:45 PM	\$221.24	\$42.04	\$34.23	\$297.51
Civic Recreation Complex - Field 1 - Terry Kelly Field	Wed	05 Sep 2018	06:45 PM	05 Sep 2018	08:45 PM	\$221.24	\$84.08	\$39.69	\$345.01
Civic Recreation Complex - Field 1 - Terry Kelly Field	Thu	06 Sep 2018	06:45 PM	06 Sep 2018	08:45 PM	\$221.24	\$84.08	\$39.69	\$345.01
Civic Recreation Complex - Field 3	Sun	09 Sep 2018	02:00 PM	09 Sep 2018	06:00 PM	\$187.76	\$0.00	\$24.41	\$212.17
Civic Recreation Complex - Field 1 - Terry Kelly Field	Wed	12 Sep 2018	06:45 PM	12 Sep 2018	08:45 PM	\$221.24	\$84.08	\$39.69	\$345.01
Civic Recreation Complex - Field 1 - Terry Kelly Field	Thu	13 Sep 2018	06:45 PM	13 Sep 2018	08:45 PM	\$221.24	\$84.08	\$39.69	\$345.01
Civic Recreation Complex - Field 3	Sun	16 Sep 2018	02:00 PM	16 Sep 2018	06:00 PM	\$187.76	\$0.00	\$24.41	\$212.17
Civic Recreation Complex - Field 1 - Terry Kelly Field	Wed	19 Sep 2018	06:45 PM	19 Sep 2018	08:45 PM	\$221.24	\$84.08	\$39.69	\$345.01
Civic Recreation Complex - Field 3	Thu	20 Sep 2018	06:45 PM	20 Sep 2018	08:45 PM	\$93.88	\$35.36	\$16.80	\$146.04
Civic Recreation Complex - Field 3	Sun	23 Sep 2018	02:00 PM	23 Sep 2018	06:00 PM	\$187.76	\$0.00	\$24.41	\$212.17
Civic Recreation Complex - Field 3	Wed	26 Sep 2018	06:45 PM	26 Sep 2018	08:45 PM	\$93.88	\$35.36	\$16.80	\$146.04
Civic Recreation Complex - Field 3	Thu	27 Sep 2018	06:45 PM	27 Sep 2018	08:45 PM	\$93.88	\$0.00	\$12.20	\$106.08
Civic Recreation Complex - Field 3	Sun	30 Sep 2018	02:00 PM	30 Sep 2018	06:00 PM	\$187.76	\$0.00	\$24.41	\$212.17
Civic Recreation Complex - Field 3	Wed	03 Oct 2018	06:45 PM	03 Oct 2018	08:45 PM	\$93.88	\$0.00	\$12.20	\$106.08
Civic Recreation Complex - Field 3	Thu	04 Oct 2018	06:45 PM	04 Oct 2018	08:45 PM	\$93.88	\$0.00	\$12.20	\$106.08
Civic Recreation Complex - Field 3	Wed	10 Oct 2018	06:45 PM	10 Oct 2018	08:45 PM	\$93.88	\$0.00	\$12.20	\$106.08
Civic Recreation Complex - Field 3	Thu	11 Oct 2018	06:45 PM	11 Oct 2018	08:45 PM	\$93.88	\$0.00	\$12.20	\$106.08

iii) Additional Fees

Extra Fee - Bookings	Hours	Quantity	Charge	Tax	Total
Civic Field 1 & 5 Lights - Full	10:00	5	\$420.40	\$54.65	\$475.05
Civic Field 1 & 5 Lights - Half	4:00	2	\$84.08	\$10.94	\$95.02
Civic Field 2 & 3 Lights - Full	4:00	2	\$70.72	\$9.20	\$79.92
	18:00	9	\$575.20	\$74.79	\$649.99

iv) Payment Method

Rental Fees	Extra Fees	Tax	Rental Total	Damage Deposit	Total Applied	Balance	Current
\$2,956.88	\$575.20	\$459.15	\$3,991.23	\$0.00	\$0.00	\$3,991.23	\$0.00

Rental charges are due according to the following schedule:

Date	Amount
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Tuesday, Jul 31,2018	\$595.02
Friday, Aug 31,2018	\$2,971.89
Sunday, Sep 30,2018	\$424.32

v) Conditions of Use

The contract holder agrees to adhere to the attached Artificial Turf Sport Field Rules & Regulations and all posted facility guidelines.

Facility staff are responsible to ensure that all rules & regulations of the facility are adhered to. Users must obey the direction of staff while at the recreation facility.

Rental contracts are allocated on an annual basis and no group should assume that they will receive the same date or dates from one year to the next.

The contract holder must comply with any closures the City of Oshawa deems necessary. Access can be denied by staff on-site at any time depending on weather conditions and/or the condition of the area to be assessed.

No person may park, drive or operate any vehicle in any park except in those areas designated for that use. This would include public parking areas, driveways and roadways. Exceptions may be made pending approval from City of Oshawa staff on a case-by-case request that must be submitted in writing 10 working days prior to the date of booking.

The contract holder has access to the facility during the specified times on the contract only. The Artificial Turf is permitted on a 55 minute hour. Access to the field prior to your permitted time is strictly forbidden. You are required to be off the field 5 minutes before your permitted end time.

The contract holder and participants must leave the facility and dressing rooms in clean condition. Any related repairs and/or clean-up costs will be charged back to the Contract Holder.

Adult supervision is required in dressing rooms at all times.

Dressing rooms are available 30 minutes prior to the start of your permitted rental time unless booked for exclusive use.

Dressing rooms must be vacated by all participants, parents and coaches within 30 minutes after the permitted rental time.

The City of Oshawa must approve any set-ups. All tents and/or banners must be approved in advance by the Facility Booking Office.

The contract holder is responsible for equipment set-up and take-down unless otherwise pre-arranged with the Facility Booking Office.

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The illegal consumption of alcohol is strictly forbidden in all City owned and operated parks and facilities, including change rooms and parking lots.

Events with a Special Occasion Permit must comply with the City's Municipal Alcohol Policy.

Smoking is prohibited in all City of Oshawa Recreation facilities and within 9 metres of any entrance.

The use of air horns, cowbells and other devices designed to make excessive noise are prohibited in City of Oshawa facilities, pursuant to City of Oshawa By-Law 112-82.

Food and beverage sales for all Civic Recreation Complex bookings and events are the sole responsibility of Cashew and Clive . For specific requirements for your event, contact Patrice Gaborieau at 416-671-7464 or Patrice@cashewandclive.com.

If a pro shop is in operation, items sold by the pro shop cannot be sold by the Contract Holder or its vendors. Vendor space is available and must be permitted.

Any games of chance are subject to the required licenses. Please contact Service Oshawa at 905-436-3311 or service@oshawa.ca for any license inquiries.

Solicitation of any kind is prohibited.

Contracts are non-refundable. Any amendments to the contract may result in an administration fee.

vi) Rules and Regulations Governing use of City-Owned Facilities

The issuance of a facility rental contract is entirely at the discretion of the Community Services Department. The Community Services Department reserves the right to cancel any rental contract either temporarily or permanently as the need arises.

The rental contract is not transferable. The facilities named on this rental contract are to be used only for the purpose(s) named and only on the date(s) and time(s) specified. If the Community Services Department is of the opinion that the facilities named are not being used for the purpose(s) contained in the rental contract the Community Services Department reserves the right to cancel the rental contract either temporarily or permanently.

Rental amendment and cancellation requests must be submitted in writing. Administrative fees will apply as per City of Oshawa by-law.

The City of Oshawa is not responsible for personal injury or the loss or theft of clothing/equipment of the contract holder/organization or anyone attending on the invitation of the contract holder/organization.

The contract holder hereby agrees to indemnify and save harmless the City of Oshawa from all actions, claims, demands, suits, proceedings, losses, liabilities, damages, costs and expenses, including legal fees, which may be brought against, made upon, or incurred by the City of Oshawa resulting from or arising out of or in any way related to the existence of this agreement and/or the contract holder's use of the facility, except for actions, claims, demands, suits, proceedings, losses, liabilities, damages, costs and expenses, including legal fees, which may arise out of the negligence of the City of Oshawa. Upon request, the applicant must obtain General Liability Insurance and/or Special Occasion Host Liquor Liability Insurance naming the City of Oshawa as an additional insured. The amount of coverage must be satisfactory to the City of Oshawa and proof of insurance coverage must be provided to the City of Oshawa in the form of an Insurance Certificate. Failure to comply

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The contract holder and participants are responsible for leaving the facility and furnishings in clean order. Related repairs and/or clean-up costs will be charged back to the contract holder. The contract holder is responsible for paying for all damages to facilities and/or furnishings arising from the use of facilities and/or furnishings granted within the rental contract.

Maximum attendance at any facility is governed by City of Oshawa Fire Services regulations and/or Department of Health regulations. All exits must be kept free from obstruction at all times.

The contract holder must comply with Federal, Provincial, and Municipal by laws and resolutions, including those respecting the use of games of chance, lotteries, gambling, and alcoholic beverages. Selling food and beverages is not allowed without the required licenses. Contact Service Oshawa at 905-436-3311 or service@oshawa.ca for license inquiries. Food cannot be sold at City of Oshawa facilities with sole concession rights.

The Smoke-Free Ontario Act prohibits smoking tobacco at publicly-owned outdoor sporting areas, spectator areas, playgrounds, and public areas within 20 metres of any point of the edge of the sporting or spectator areas. The contract holder is responsible to ensure that no smoking occurs in the smoke-free areas for the duration of this contract and to ensure any person(s) smoking leave the area or extinguish the cigarette. The contract holder's failure to fulfill this responsibility under the law could be subject to an offence charge and face a fine.

The contract holder is responsible for the conduct and supervision of all persons admitted to the contracted facilities and will ensure all rules, regulations, and conditions of use contained in this rental contract as well as posted facility guidelines are strictly followed.

All events and activities in City of Oshawa facilities are required to be non-partisan during an election year. Events will not be permitted to display and/or distribute any political and/or campaign material(s) during events. This policy applies to all three orders of government.

The contract holder has access to the contracted facility only during the times specified on the contract. Time required for set-up or take-down must be included in the permitted time. The contract holder is responsible for ensuring all persons admitted to the function being held have vacated the contracted facilities and that all privately-owned property and personal belongings have been removed promptly by the end time specified on the contract.

No person shall lead, carry, or otherwise take any animal, with the exception of a dog or cat, into any park. No animal, including a dog or cat, shall be permitted on beaches in any park as per the Responsible Pet Owners By-law No. 11-96.

All activities must be conducted in an orderly manner. Use of profane language is prohibited.

The contract holder signing the rental contract must be a person authorized by the organization to do so and is required to retain the contract for inspection at the event site. The contract holder must also agree to personally guarantee any payment that becomes due to the City of Oshawa under the provision of the rental contract. Contract will not be issued if a guarantee is not given when required.

Individuals, organizations and user groups making use of city facilities, parks and trails are responsible for applying the council-approved Respect Check Policy to their programs, to champion ethical conduct, foster healthy and active lifestyles and create a safe and welcoming environment. The policy enforces a set of expectations to address inappropriate behaviours, violence and vandalism that negatively affects the experience of individuals or creates unsafe conditions in any City facility, in association with any service, program or event provided by or associated with the City of Oshawa. Visit <https://www.oshawa.ca/things-to-do/respect-check.asp> for additional information.

vii) Other Information

viii) Additional Notes

The undersigned has read and on behalf of the Licensee agrees to be bound by this Permit/License and the Terms and Conditions contained herein and attached hereto, and hereby warrants and represents that he/she executes this Permit/License on behalf of the Licensee and has sufficient power, authority and capacity to bind the Licensee with his/her signature.

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X: _____

Kevin MacLeod

Durham Ultimate Club
4776 Newtonville Rd
Newtonville ON L0A 1J0
Home: (905)786-9871 Business: (905)

X: Cindy Young

Community Services Department Representative:

Date: _____

Date: May 22/18