



Rental Agreement/Permit

Facility Booking Office
99 Thornton Rd. S
Oshawa, On L1J 5Y1

Ph: 905-436-3888
Fax: 905-436-3893

Durham Ultimate Club
4776 Newtonville Rd
Newtonville, ON L0A 1J0

Account Ph#:
Account Email: kevin@durhamultimateclub.com

Attn: Kevin MacLeod

Booking ID: 15004 Date: 22-May-2019

Event: 2019 Seasonal - Fernhill

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.

Date(s) and Time(s) of Use: # of Bookings 10 Starting: 05-Jun-2019
Ending: 07-Aug-2019

Table with columns: Booking Items, Date, Times, Hours, Hourly Rate, Total (Incl Tax). Rows include monthly summaries for June 2019, July 2019, and August 2019, with specific booking details for Fernhill Park: Sport Field.



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**Date: 22-May-2019**

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HST: 122729817

	<b>SubTotal</b>	<b>\$313.00</b>
	<b>Tax HST</b>	<b>\$40.70</b>
<b>TOTAL Booking</b>	<b>20.00 Hours</b>	<b>\$353.70</b>



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### Conditions

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(s) from one year to the next.

The City of Oshawa is not able to provide storage of personal belongings, supplies or food for the Licensee.

The issuance of a facility rental contract/permit is entirely at the discretion of the Community Services Department. The Community Services Department reserves the right to cancel any rental contract 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 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 Licensee/organization, or anyone attending on the invitation of the Licensee/organization.

The Licensee 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 or 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 applicant'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 and proof of insurance coverage must be provided to the City in the form of an Insurance Certificate. Failure to comply will void the contract and require a new application to be made.

The Licensee 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 Licensee. The Licensee 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 shall be 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 Licensee 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 905-4336-3311 or [service@oshawa.ca](mailto: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 Licensee 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 Licensee's failure to fulfill this responsibility under the law could be subject to an offence charge and face a fine.

The Licensee 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 adhered to.

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 Licensee 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 Licensee 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.



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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 Licensee signing this 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 Licensee 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 the 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 [www.oshawa.ca/respectcheck](http://www.oshawa.ca/respectcheck) for additional information.

The selling of food or beverages is not allowed. 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 required licenses. Please contact Service Oshawa at 905-436-3311 or [service@oshawa.ca](mailto:service@oshawa.ca) for any license inquiries.

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.

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

The Licensee 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 designed for that use which include public parking areas, driveways, and roadways. Exceptions may be made pending approval from Parks staff on a case-by-case request that must be submitted in writing 10 working days prior to the date of event.

The City of Oshawa must approve all set-ups, including tents and/or banners.

The Licenseer is responsible for equipment set-up and takedown unless pre-arranged with the Facility Booking Office.

I, Kevin MacLeod, acknowledge and agree that I have read the terms and conditions included and/or attached and agree to be bound by them, my entry or the entry of one or more of the people I represent to the facility on the first date listed on this permit will confirm my acceptance of all the terms and conditions of this permit; if this permit is taken out in the name of a group or company, I have the authority of that group or company to bind it and its members to this agreement and the terms and conditions contained herein.

X: \_\_\_\_\_

Kevin MacLeod  
Durham Ultimate Club  
  
4776 Newtonville Rd  
Newtonville, ON L0A 1J0  
  
Attn: Kevin MacLeod

Date: \_\_\_\_\_

X: \_\_\_\_\_

Name \_\_\_\_\_  
Title \_\_\_\_\_  
City of Oshawa

Date: \_\_\_\_\_