



## TOWN OF AJAX – Facility Rental Terms and Conditions

All Town of Ajax Facility Rentals are subject to the applicable terms and conditions agreed upon by the Permit Holder and all subsequent facility users must abide by them. Failure or refusal by the Permit Holder/Users to adhere to these Facility Rental Terms and Conditions may result in cancellation and refusal to grant any future rental permits for the use of Town of Ajax Facilities.

### **Collection of Personal Information:**

Personal information collected through the facility booking process is collected pursuant to the *Municipal Act, 2001*, s. 11(1), and will only be used for the purpose for which it is collected, and will not be distributed or used by the Town of Ajax for any other purpose. Questions about this collection may be directed to the Town of Ajax Records and Freedom of Information Coordinator at 65 Harwood Avenue South, Ajax, Ontario, L1S 2H9 or 905-683-4550. Learn more about the [Town of Ajax's Privacy Policy](#).

### **Accessibility:**

If you require this information in an alternative format, please contact the Town of Ajax Accessibility Coordinator, at 905-683-4550, or by e-mail at [contactus@ajax.ca](mailto:contactus@ajax.ca).

### **General:**

The Permit Holder:

- Is required to have the signed Permit available for inspection on the date(s) and time(s) specified in the Permit. Rental Permits are not valid unless signed by the Permit Holder.
- Must be a minimum of 18 years of age at the time of booking and must be present in the Facility during the permitted times. An adult must supervise anyone in the Facility under the age of 18.
- Is responsible to see that all persons admitted to the event/function have vacated the facility promptly at the end-time specified on the permit.
- Cannot sublet, assign or transfer the permit to another user.
- Subsequent users do not have access to areas outside the permitted Facility during the rental period unless such areas are open to the public.

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The Town of Ajax:

- Reserves the right to limit or refuse usage of facilities at the discretion of the Director of Recreation, Culture & Community Development or designate.
- Shall not be liable to any Permit Holder in the event that the Facility is not available at the start time as set out in the Permit due to the use of the Facility by a prior Permit Holder. In such an event, the Town of Ajax will adjust the start time and end time accordingly.

### **Liability and Insurance:**

The Permit Holder is required to provide a certificate of commercial general liability insurance in the minimum amount of \$2,000,000.00 per occurrence. For events involving the consumption of alcohol or higher risk activities, a minimum of \$5,000,000.00 per occurrence is required. The insurance certificate must name The Corporation of the Town of Ajax as an additional insured. The Town of Ajax reserves the right to determine or amend the insurance requirements, where necessary, based on, but not limited to, risk assessment and event size. The Permit Holder can only cancel insurance with prior notice to the Town. The Permit Holder must submit a copy of the insurance certificate at least 21 days prior to the start/event date set out in the Permit.

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### **Responsibility and Conduct:**

The Permit Holder is responsible for the conduct and supervision of those using the Facility as part of the Permit and must follow all the Terms and Conditions outlined.

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Engaging in behaviour that might interfere with others enjoying the facilities or acting in an intimidating, disrespectful or disruptive way (including abusive behaviour and language, vandalism, littering or drinking alcohol without a license) gives the Town of Ajax the right to cancel the Permit or deny future permit applications. The Town has the right to evict from the premises anyone who does not adhere to the conditions of the Permit or violates the Town of Ajax Code of Conduct – Recreation Facilities Policy (100) and as posted throughout each Facility.



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### **Care of the Facility, Clean-Up and Damage:**

The Permit Holder is responsible leaving the facility in the same condition as it was when they entered into it. All garbage/recycling should be placed in bags or the containers provided. Remove all debris on tables, chairs, counters and floors at the completion of the rental. Town staff will be responsible for sweeping and mopping the floor and cleaning tables prior to and after the function.

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The Permit Holder is responsible for costs should the Facility or equipment be damaged and participation in any activity that may cause damage to the facility or equipment within is prohibited. Failure to comply with this provision or where extraordinary clean-up is required, may result in additional charges for maintenance or the refusal of future bookings.

Permit Holders must not use scotch/masking/duct tape or nails to affix signs/decorations to the walls/floors/ceiling/stage and equipment. Free standing decorations or painters tape on walls only is allowed. Any special decorating requests, such as boundary walls should be reviewed with a Facility Manager prior to the event.

The Town is not responsible for damages, loss or theft of equipment, clothing or other valuables of any Permit Holder or any guests. Please secure your valuables.

### **Payment:**

Permit Holders will make payments as outlined on the Permit.

### **Cancellations:**

**Ice, Floors and Gymnasiums** rentals do not receive a refund if cancelled.

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### **Community Halls (Ajax Community Centre HMS, Commodores Room, McLean Community Centre, Hartrick House, Quaker Meeting House, St. Andrew’s Community Centre and St. Francis Centre):**

All initial payments are non-refundable. Written requests for a cancellation received less than 21 days prior to the rental date is only refunded insurance and SOCAN fees.

### **Community Pavilions (Carruthers Marsh, Greenwood Discovery and Rotary Park):**

Written requests for a cancellation are required. If the request is received more than 21 days prior to the rental date, a \$40.00 + HST Administrative Fee is applied and the remainder of the fees are refunded. If the request is received less than 21 days prior to the rental date, only the insurance and SOCAN fees, if applicable, are refunded.

### **Meeting Rooms (ACC Admirals, Captains, Carruthers, Duffins, ARC Community Room, Studio, MCC Community Room 1 and Community Room 3):**

Written requests for a cancellation are required. If the request is received more than 21 days prior to the rental date, a \$40.00 + HST Administrative Fee is applied and the remainder of the fees are refunded. If the request is received less than 21 days prior to the rental date, only the insurance and SOCAN fees, if applicable, are refunded.

### **Pools (ACC, ARC, MCC, and AMP):**

Written requests for a cancellation are required. If the request is received more than 21 days prior to the rental date, a \$40.00 + HST Administrative Fee is applied and the remainder of the fees are refunded. If the request is received less than 21 days prior to the rental date, only the insurance is refunded.

Non-resident fees are non-refundable.

In the case of emergency situations, unscheduled facility maintenance, labour disruption, and government elections, inclement or severe weather or for safety concerns, the Town reserves the right to limit or refuse usage of facilities or cancel a Permit or individual bookings. In such cases, the Town will notify the impacted users with as much advance notice as possible. The Town of Ajax will contact the Permit Holder and it will be their responsibility to inform participants/registrants of the cancellation.



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### **Transfers:**

A rental date may be transferred to another date based on availability at a cost of \$10.00 + HST Administrative Fee, with 21 days written notice. Transfers must be booked within a calendar year from the original date booked. The difference in fees as a result of the transfer, if any, will either be charged or refunded.

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Permit Holders shall not assign or transfer their permit to another user whatsoever.

### **Health, Safety, First Aid & Fire:**

The Permit Holder shall be solely responsible for providing all first aid supplies and any specific emergency services required as a result of the nature of the use of the Facility by the Permit Holder. Permit Holders must inspect, prior to use, the condition of the Facility and surrounding areas for any hazards and immediately report any concerns to Town Staff.

Permits Holders must understand their role as it relates to the facility's Fire Safety Plan:

- Make note of all locations of the fire pull stations, fire extinguishers and fire exits.
- Keep all fire exits, fire routes and pedestrian walkways clear at all times.
- Inform guests prior to the event that they must evacuate from the nearest exit.
- Shall be responsible for any costs incurred by the Town as a result of the false alarm pull by a Permit Holder or guest, including fines and penalties levied by Ajax Fire and Emergency Services.

### **Music/DJ – SOCAN Fee:**

It is the responsibility of the Town to collect and submit this fee to the Society of Composers, Authors and Music Publishers of Canada when an event plays music. This includes live and recorded (iPods, Smart devices, CD's, cassettes and tape recorders) music of any kind. SOCAN fees are dependent on number of persons and are applied whether there is dancing or not. Visit [www.socan.ca](http://www.socan.ca) for further information.

### **Municipal Alcohol Policy (MAP):**

There is NO consumption of alcoholic beverages in the Facility unless the Permit Holder has a Special Occasion Permit (SOP), issued under the authority of the AGCO. SOP functions must use certified "Smart Serve" bartenders. Bartenders must be on site 30 minutes prior to and 30 minutes following the function end time set out in the SOP. The bar must close no later than 1 a.m. according to the SOP. Refer to the Town's [MAP Planning Guide](#) for booking details. The Town does not allow events where there is intent to gain or profit for the sale of alcohol. (i.e. stags, stag and does, jack and jills, wedding receptions, casinos etc.)

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### **Special Occasion Permit (SOP):**

The Alcohol and Gaming Commission of Ontario (AGCO) issues an SOP. An SOP is mandatory for all functions serving alcohol, including beer and wine. The MAP Planning Guide contains all requirements related to serving alcohol in Town facilities.

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### **Lottery Licence:**

Municipal Lottery Licences are issued by the Town of Ajax to organizations that are either Non-Profit or a Charity as defined by Canada Revenue Agency. See [www.agco.on.ca](http://www.agco.on.ca) for more information. Games of chance, lottery or gambling are prohibited.

### **Smoking:**

There is NO smoking allowed in Town recreation facilities as per Durham Region Smoke-Free By-law 66-2002 and Town of Ajax By-Law 87-88. There is no smoking tobacco allowed within 20 metres of playgrounds and sporting areas, and on spectator areas next to sporting areas. Permit Holder must follow this regulation and breach of the regulation is grounds for immediate termination of the Permit.

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### Food and Beverage Service:

The sale of refreshments, food and beverages and other items is not allowed on Town property. Customers may obtain catering services or provide their own food but are responsible for the set-up and take-down, removal of catering/food services supplies from the premises at the end of the permit.

### Animals:

For Health and Safety reasons, animals and pets are not allowed in Town facilities, with the exception of service animals.

**Parking:** Pursuant to section 7 of By-Law 5-2004, the Permit Holder agrees and understands that parking at all Town facilities is public parking, and spaces cannot be reserved or guaranteed. Parking will be restricted to designated parking areas and understands that some Town facilities have limited parking spaces.

### Teen Rentals:

Teen rentals are rentals where a majority of guests are between the ages of 13 and 17, or where the event/celebration is for a person who is within this age range. Admission is 'by invitation only' and requires adult supervision at a ratio of one (1) adult for every fifteen (15) youths. The permit holder is required to be on site for the duration of the event. The 'Terms and Conditions for Teen Rentals' (REC-584) must be completed and signed off by a Facility Manager prior to completing the room booking.

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As with any event, the Town may request that a permit holder contract additional security and/or pay duty Durham Region Police Services officers where required. Please refer to the "Terms and Conditions for Teen Rentals (REC-584) document for additional information.

### Community Halls / Meeting Rooms / Pavilions:

The Permit Holder:

- Must pay the balance of the permit fees **twenty-one (21) days prior** to the booking date on the Permit for those facilities with initial payments.
- Must submit total attendance numbers and set-up diagrams **twenty-one (21) days prior** to the booking date on the Permit.
- Cannot access the Permitted facility for set-up early. Access to the facility for set-up, including decorating, catering set up etc., will be during the hours stated on the Permit only.
- Must receive prior approval from the Facility Manager to use an open flame. This includes but is not limited to candles and ceremonial pots.
- Must not throw confetti, confetti cannon, silly string, rice and other food items.
- Must not use sparklers, glitter or any other product that may cause undue floor/facility clean-up.
- Must leave the facility in the same condition and repair as found and must remove all articles, goods, equipment, event supplies and decorations immediately following the conclusion of the event.
- Must not use inflatable amusement structures (i.e. jumping castles).

A Pavilion Permit allows use of the inside of the pavilion only, not the green space around the facility.

A Permit at Greenwood Discovery Pavilion and Hartrick House includes use of the outside deck, however indoor furniture must remain inside at all times.

### Ice/Floor:

The Permit Holder and Users (player, coach, other team officials or persons):

- Must not go on the ice until the ice resurfacing machine has left the ice surface and the Arena staff have closed the doors.



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- Must not wear street footwear on the ice surface at any time.
- Must wear a CSA approved hockey helmet (with the exception of recreational skating during designated times and figure skating programs).
- May not enter the facility (dressing rooms) more than 30 minutes before the rental start time and agrees to vacate the arena change rooms within 30 minutes of the end time set out in the Permit.
- Must leave change rooms in a clean and usable condition.

### The Town:

- Provides arena change rooms on the basis of one room per team or one room per 20 adults, to a maximum of 2 rooms per hour of rental time.
- Will make every effort to provide access to dressing rooms 30 minutes prior to start time in the Permit.
- Reserves the right to cancel any bookings on short notice when safety, mechanical/electrical or ice repairs necessitate and to restructure ice rental schedules as playoffs require.

A one hour ice rental includes fifty (50) minutes of ice usage time and ten (10) minutes of maintenance time. When a scrape or flood is required, that required time occurs at the beginning of the start time indicated in the Permit.

During the regular ice season all games are under curfew. During playoffs, league organizers must allocate enough time for overtime game play. If a game goes beyond the permitted time, groups must work together to facilitate the successful completion of the game.

Sometimes, delays during playoffs may occur. During Tournaments, the host group must build in buffer time to allow for unforeseeable delays. The Facilities Manager/ Facilities Supervisor or Arena Operator is responsible for coordinating time adjustments as required.

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### Gymnasiums:

#### The Permit Holder and Users:

- Must only wear white or non-streaking rubber soled shoes.
- Must not wear outdoor/street footwear, nor enter gymnasiums with wet or dirty footwear.
- Must not have food, beverages or chew gum in the gymnasiums.
- Must not spit or spout water in the gymnasiums. Water bottles must have caps and be kept off of the Gymnasium floor surface.
- Must leave change rooms or washrooms in a clean and usable condition.
- Without prior approval, must not attempt to access the interior of the school board buildings.
- Spectator viewing is limited in most locations.
- Participants and spectators must comply with all rules and regulations for all activities and equipment use.
- Must remove or properly dispose of all garbage at the end of the event.
- Are responsible to maintain their contracted facility time for the duration of the Permit.
- Must pay for all reported damages to the property (inside and outside).

#### The Town:

- Reserves the right to cancel any bookings on short notice for safety reasons, in the event of mechanical/electrical issues or as necessitated due to non-conformance to any by-law or rule, or if there is concern for the safety and security of participants and/or property.
- Does not provide equipment for use in the gymnasiums with the exception, but not limited to, volleyball poles/standards/nets, basketball nets.

### Equipment by Sport:

#### Volleyball:

- Use of Town of Ajax volleyball poles/standards are included with ARC/MCC permits.
- Permit Holder must provide balls and any other volleyball equipment and in some cases nets.

#### Indoor Soccer:

- No full-play indoor soccer allowed. Groups can only receive permits for practice and conditioning.
- No leather soccer balls allowed. Only indoor soccer balls can be used inside the gym.



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### Baseball:

- No outdoor softballs/hardballs or bats allowed.

### Floor (Ball) Hockey:

- No playing indoor floor hockey allowed at the Audley Recreation Centre Gym. Groups can only receive permits for conditioning. At the McLean Community Centre Gym plastic floor hockey sticks are allowed as well as wooden sticks if the blade is covered with a sleeve/sock.

### Indoor Football:

- No playing indoor football allowed. Groups can only receive permits for conditioning.

### Pools:

For safety reasons, the **Admission Standards for Public Pools** must be followed.

**Facility Swim Test** - In order to swim in the deep end or use the slide, participants must be able to swim two strong widths of front swim, with face in the water each visit at the discretion of the Lifeguard.

### **Guardian** – 14 years of age or older.

- Children 6 years and under must be accompanied by a paying adult/guardian who is responsible for their direct supervision within arm's reach and must stay in the shallow end. There is a maximum of 2 children to one adult/guardian (2:1).
- Children 7 to 9 years of age who cannot pass the facility swim test must be accompanied by a paying adult/guardian who is responsible for their direct supervision and must stay in the shallow end. There is a maximum of 4 children to one adult/guardian (4:1). Patrons who pass the facility swim test may be admitted to the swimming pool without supervision, however an adult guardian must be on the premises at all times.
- Children 10 years and older may swim alone without an adult/guardian on the premises. Patrons who pass the swim test may swim in the deep end.

### General:

- Must adhere to the posted Swimsuit Policy. This includes Baptisms.
- Disposable diapers are NOT permitted in the pool. Appropriate swim diapers such as Little Swimmers or Gabby pants must be worn.
- Participants must be 56" tall **and/or** be able to swim two strong widths of front swim, with face in the water at the discretion of the Lifeguard in order to use the Slide at McLean Community Centre.
- Children must be toilet trained to use the spa/hot tub at McLean Community Centre.
- Children under the age of 16 years of age are not permitted in the sauna at McLean Community Centre.
- Bare feet or deck shoes only are permitted on the pool deck. Please ensure you put your shoes on when walking in the lobby. No outdoor shoes, infant seats or strollers are permitted on the pool deck.

**As the Permit Holder, I have read, understand and agree, that I and my rental guests will comply with the Facility Rental Terms and Conditions contained herein.**

Dated this \_\_\_\_ day of \_\_\_\_\_ 201\_\_.

\_\_\_\_\_ Permit Holder Printed Name

\_\_\_\_\_ Permit Holder Signature