

Parks and Sports Fields
General Terms and Conditions of Use
Community Services Department - Town of Petawawa
(revised July 2020)

The Town of Petawawa Community Services Department, acting as an operator of community recreation facilities which serve a diverse range of leisure needs of different publics, is continually and increasingly challenged with requirements of adherence to numerous laws, regulations and policies of operation. Failure to comply with the various regulations places operators and users in risk situations, which can be accompanied by severe liabilities. It is only through the continued acceptance, respect for and adherence to these and all affected regulations and policies that the Town of Petawawa will be able to continue to service your recreational needs in the most effective, affordable and serviceable fashion. The Town of Petawawa Community Services Department looks forward to accommodating your group this season and hopes that your activities will be enjoyable and rewarding for all involved.

1. The person who signs the contract must be duly authorized to do so on behalf of the contract holder (and of the sponsoring organization, if applicable).
2. The contract holder must be the full age of 18 years.
3. The Community Services Department must be notified in writing immediately of any changes to the contact information for the contract holder at bookings@petawawa.ca or 613-687-5678 ext. 2112.
4. The contract must be signed and a copy left on file with the appropriate Community Services Department staff person before the first scheduled contract date.
5. The Town of Petawawa reserves the right entirely at its discretion to accept or reject any application for use of its facilities.
6. Space is allocated for the dates and times stated on the contract only.
7. The contract holder agrees to indemnify and save harmless the Town of Petawawa from all claims, demands, causes or action, loss, costs or damages that the Town of Petawawa may suffer, incur or be liable for resulting from the contract holder's negligence, acts or omissions, failure to adhere to the terms of conditions related to the holding of the event described in the contract.
8. It is the responsibility of the contract holder to make all members of its group using the Town of Petawawa facility aware of the terms and conditions of the Town of Petawawa Rental Agreement, and to provide the members with a copy of these terms and conditions, if requested. The contract holder understands that they are responsible for the conduct and actions of those who are participating under this contract.
9. It is recommended that groups using Petawawa sports fields and parks be equipped with proper first aid supplies and have a person trained in First Aid, AED and CPR in attendance during the use of the facility.
10. The contract holder understands that the Town of Petawawa staff have full control of sports fields and park facilities and, if deemed necessary for the safety of the participants, spectators or the public at large, that they may close down operations. Should such a cancellation occur, it is understood that the Town of Petawawa will not be held responsible for any loss incurred by the contract holder and it is further understood that the contract holder will be exonerated on a pro-rated basis from payment requirements for lost rental time. The contract holder understands that the actions of staff are directed by Corporate Policy. Any concern to Corporate Policy and/or the actions of staff need to be addressed to the Director of Community Services. Any abuse or harassment of staff on such matters will not be tolerated.
11. The contract holder agrees that persons under the age of 18 (minors) shall be under the care and control of an adult at all times.
12. The contract holder will not do or permit to be done anything which shall be a nuisance to the facility, facility users and/or neighborhood and will not do, or permit to be done, in or upon the said municipal premises, any act which shall or may be a nuisance, annoyance, inconvenience or damage to the Town of Petawawa, or its members and other persons lawfully using the premises.
13. The contract holder shall use the Town of Petawawa park, sports field, equipment and furnishing provided in a manner consistent with their intended use. The contract holder will be responsible and reimburse the municipality for any missing articles or any damage caused by improper use of the park or sports field due to direct negligence on the part of anyone connected with the rental or attending the event/function.

14. Where additional cleaning of the premises is deemed by the Town of Petawawa, the contract holder agrees to pay the cleaning charge as assessed by the Town.
15. The contract holder acknowledges responsibility for all safety measures, including ensuring that all participants have the necessary equipment, including safety equipment to ensure that the sports field or park facility and any events run on the facility are properly operated to safety standards dictated by industry partners, provincial and/or federal regulations and governing bodies.
16. The Town of Petawawa is committed to providing a comfortable, safe environment with privacy for all patrons. No person shall use a camera, cell phone or other recording device in any change room or washroom in any recreational facility.
17. The contract holder must comply with all applicable Federal, Provincial and Municipal by-laws that apply to the use of the facility/premises and function for which this contract is issued, including but not limited to those relating to parks, taxes, lottery and licensing matters
18. Any fundraising activities must be vetted and authorized by the Community Services Department. The contract holder must report all such planned activities at least 3 weeks in advance of their rental. User groups must ensure that lottery licensing is in place as per Alcohol and Gaming Commission of Ontario. A copy of any lottery licenses should be provided to the department prior to the fundraising activities.
19. The contract holder must comply with all applicable rules and regulations, policies and procedures of the Town of Petawawa, including but not limited to the Municipal Alcohol Policy and the Sports Field Allocation Policy. The contract holder must comply with the policies and procedures of the Town's Special Events Policies & Procedures Manual, where applicable, including but not limited to items such as food concession, music tariffs and fire safety regulations.
20. The consumption of alcoholic beverages is prohibited at/in all municipal facilities with the exception of licensed events arranged in advance with the Community Services Department and under the authority of a Special Occasion Permit or the Town's liquor license.
21. The contract holder agrees to comply with the Smoke Free Ontario Act.
22. The contract holder understands that the Town of Petawawa will not be held responsible for any items left in storage on Town property or for any lost or stolen property. The contract holder agrees to remove all articles, goods and effects brought on the premises immediately following the event and to return the premises back to the general condition of cleanliness and repair in which it was found. Articles left after 72 hours will be disposed of at the discretion of the Town of Petawawa.
23. Once a rental contract is established, the contract holder will be responsible for all field/park dates and times included in the contract. Should the contract holder cancel a booking, a full refund/credit will be granted provided that the Town receives 7 days notice or is able to re-sell the said allocation with no loss of revenue. If, however, the booking is not re-sold, the contract holder will be financially responsible for all contracted field/park time. It is unacceptable to re-sell sport field time without approval from the Community Services Department; contract administration of sport field rentals for all other user classes is guided by the Town of Petawawa Sports Field Allocation Policy.
24. If a field is unplayable due to rain or other damage, the contract holder must notify Community Services within 24 hours to obtain a credit.
25. The Town of Petawawa reserves the right to only rent to customers whose accounts with the Town are in good standing. The contract holder understands that no credit privileges will be extended unless arrangements have been made with the Director of Community Services.
 - All casual/single rentals must be paid a minimum of 24 hours in advance of the rental.
 - All seasonal field/park facility rentals must be paid on a monthly basis as invoiced based on use.
 - Sport field rental accounts must be paid within 30 days of invoicing, unless otherwise stated. Failure to do so will bring penalty of 1¼% per month on the unpaid balance.
26. Insurance
 - For tournaments, leagues, associations, clubs and schools/boards of education, the contract holder shall, at its own expense during the rental term(s), maintain comprehensive general liability insurance of not less than \$2,000,000 per occurrence naming the Corporation of the Town of Petawawa as an additional insured. The insurance certificate must be provided to the Town prior to the release of a Rental Agreement.
 - For any other seasonal users and all casual users, the Town of Petawawa highly recommends that the contract holder purchase comprehensive general liability insurance for their field/park facility rental.

- The Director of Community Services reserves the right to require comprehensive general liability insurance coverage, at the contract holder's expense, for any event/facility rental at municipal fields/parks.
27. The contract holder is responsible for any decorating, set-up of tables and chairs and removal of decorations. The contract holder is to ensure guests refrain from using confetti in Town fields/parks.
 28. The contract holder understands that the use of player dugouts and bleachers are an extended privilege of use of the facility. The dugout and bleacher areas must be kept clean and safe at all times. Dugouts and bleachers left in a poor condition by the applicant and/or other teams associated with the rental will result in a \$25.00 charge to the contract holder. The contract holder will be held financially responsible for any damage resulting from this rental.
 29. The Town reserves the right to cancel any time for the purpose of repairs to the fields or structures located within a park or for any reason it deems necessary. In the event of such cancellation, the affected contract holder will be provided as much notice as possible and any applicable fees will be refunded.
 30. Rental agreements will be issued for sport-field use based on the overall condition of the field and the ability of the field to withstand the impact of the related sport or event.
 31. Contract holders must inform their participants and spectators to park in parking lots and public parking areas. No vehicles are allowed on Town fields or property other than parking lots without written permission of the Town.
 32. The Town of Petawawa and its management reserves the right and authority to enforce the above regulations and refuse admission to any person or group of persons on any ground whatsoever and/or refuse the privilege of returning to the sports field/park at any time to any such person or group of persons without prejudice to the right of the Town of Petawawa to the rent secured under the contract.
 33. The contract holder hereby agrees to waive, release, and discharge the Town, its officials, employees, volunteers, agents, consultants and advisors from any and all liability resulting from or in any way related to bodily injury, illness, permanent disability, and/or death, whether caused by negligence of the Town, its officials, employees, volunteers, agents, consultants and advisors, or otherwise, which claims, losses or damages arising during or resulting directly or indirectly from exposure to or infection with COVID-19 or other related and similar viruses.

Copies of Town documents (by-laws, policies, etc.) are available at www.petawawa.ca or by contacting bookings@petawawa.ca or 613-687-5678 ext. 2112.

