

### **Rules and Regulations Governing use of City-Owned Facilities**

1. The issuance of a facility rental contract/permit is entirely at the discretion of the Department of Community Services. The Department reserves the right to cancel any rental contract/permit temporarily or permanently as the need arises.
2. The rental contract/permit is not transferable. The facilities named on this rental contract/permit are to be used only on the date(s) and time(s) specified and only for the purpose(s) named. If the Department is of the opinion that the facilities named are not being used for the purpose (s) contained in the rental contract/permit the Department reserves the right to cancel the rental contract temporarily or permanently.
3. Written notification of any cancellations or amendments must be submitted as per policies established by the Department of Community Services.
4. The City of Oshawa will not be responsible for personal injury or for the loss or theft of clothing or equipment of the applicant/organization, or anyone attending on the invitation of the applicant/organization.
5. The applicant 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.
6. The applicant must pay all damages to facilities and/or furnishings arising from the use of such facilities and/or furnishings granted by this rental contract/permit.
7. The applicant must pay such fees for extra work by maintenance personnel, etc., as the City of Oshawa may determine.
8. Maximum attendance at any facility shall be governed by Oshawa Fire Services regulations and/or Department of Health regulations and all exits must be kept free from obstruction at all times.
9. The applicant 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.
10. The applicant shall be responsible for the conduct and supervision of all persons admitted to the contracted facilities, and shall see that all rules and regulations contained in this rental contract/permit are strictly adhered to.
11. The applicant shall be responsible for seeing that all persons admitted to the function being held have vacated the contracted facilities and that all privately-owned property and any personal effects have been removed promptly at the time specified on this contract.
12. 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.
13. All activities must be conducted in an orderly manner. Use of profane language is prohibited.
14. The applicant signing this rental contract/permit must be a person authorized by the organization to do so and is required to retain said document for inspection at the event site. The applicant must also agree to personally guarantee any payment that becomes due to the City under the provision of the rental contract/permit which will not be issued if a guarantee is not given when required.