



THE CORPORATION OF THE
CITY OF ST. CATHARINES

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RECREATION AND COMMUNITY SERVICES
Enterprise Services

General Terms and Conditions Applicable to all Municipal Facilities

The Licensee agrees to the following:

1. Permit fees are non-refundable.
2. Any date and time changes may be accommodated within the present season if the request is submitted a minimum of 72 hours in advance.
3. That the use of the facility is restricted to the stated facility, time, dates, and activities listed on this permit.
4. Permits will not be issued until a certificate of insurance, naming the Corporation of the City of St. Catharines as an additional insured, and indicating the required insurance coverage being provided, is received.
5. This permit is not transferable without the express written permission of the authorized representative of Recreation and Community Services Department (RCS).
6. Anything brought or stored within, or upon a facility, shall be at the sole risk of the Licensee. The Licensee understands and agrees that The Corporation of the City of St. Catharines, the Licensor, is not responsible for any lost or stolen articles.
7. RCS staff is required to be on duty during any rental and is in charge of the building, grounds, and equipment. The Licensee agrees to comply with staff's instructions regarding the use, operation, and safety of the premises and contents.
8. The Licensee accepts the responsibility for providing adequate supervision for the maintenance of good order during the entire time the group occupies, or makes use of the facility.
9. The Licensee shall ensure that all its members, users, agents, and guests conduct themselves in an orderly manner, and comply with all statutes, regulations, by-laws, and rules made under federal, provincial, or municipal authority which in any way affects the use of the facility.

10. The Licensee is responsible for the event setup and cleanup, ensuring the facility is left in the same condition as when the user took possession. The Licensee will be responsible for the cost to reinstate and make good, any damage caused in, or to the facility. All garbage and recyclables are to be placed in the proper containers.
11. The Licensee releases and forever discharges The Corporation of the City of St. Catharines from any and all actions, causes of action, claims, and demands for damages, loss, or injury, however arising, which may be sustained by the Licensee in consequence of entering and using the facility.
12. The Licensee shall indemnify and save harmless, The Corporation of the City of St. Catharines against all liability, claims, damages, or expenses due to, or arising out of, any act or neglect by the Licensee, or members, users, agents and guests of the Licensee, on or about the facility, or due to, or arising out of, the entry or use of the facility, including liability for injury or damage to the persons or property of the Licensee, or members, users, agents and guests of the Licensee.
13. The Recreation and Community Services Department, or those agents authorized by RCS, shall have the sole and exclusive right and control over all food and beverage concessions. If the Licensee is granted permission by RCS to serve food and beverages, compliance with the Public Health Department's "Guidelines for Outdoor Food Service Ontario Regulation 586-99" and approval from the Public Health Department is required. Documentation of the approval must be provided to RCS.
14. The consumption of alcohol is prohibited in any park or unlicensed areas of any municipal facility unless the Licensee has an "**Alcohol & Gaming Commission of Ontario**" "Special Occasion Permit" (S.O.P.), 5 million (\$5,000,000) public liability insurance, and has the required approvals of RCS. Arrangements to have Smart Serve trained staff at licensed events must be made by the Licensee and the names of trained staff will be listed on the S.O.P. The Licensee must comply with the Municipal Alcohol Policy.
15. A special event, at any City of St. Catharines owned park/facility whereby an S.O.P. is required, and the anticipated attendance will be over 250 people, shall require the Licensee to hire off duty Niagara Regional Police Service "Pay Duty" officers to ensure the safety and security of all persons.
16. The number of pay duty officers hired, is dependent upon anticipated number of persons attending the event, and shall be determined by the St. Catharines NRPS District Commander. The number of pay duty officers can be increased upon his/her discretion following review of the type of event.

The following formula will be used as a guideline:

250 - 500 people - 2 special duty officers

500 - 1000 people - 4 special duty officers

1000 - 5000 people - 5 special duty officers plus 1 Sergeant

Over 5000 people - 5 special duty officers plus 1 Sergeant

An event in excess of 500 anticipated attendees requiring a S.O.P. will require a detailed safety plan that contains a site map, examples of security measures taken and first aid considerations.

17. Facilities are smoke-free.

18. The Licensee is required to bring a copy of this permit to the event to demonstrate proof of rental.

19. In the event of the Licensee's failure to conform to any of the foregoing Terms and Conditions the Licensor may revoke the permit granted without refund.

20. Booking of dates and times of use specified in this permit is an advance reservation for use of a facility which is not guaranteed by the Licensor. The Licensor retains the right to reschedule or cancel any dates and times booked at any time.

FURTHER, THE LICENSEE agrees to be bound by the following provisions intended to apply to the facility being rented:

Arenas

1. For every 60 minutes of rented ice time, approximately 10 minutes will be allocated to ice maintenance. Ice maintenance needs are determined by Municipal Staff and may reduce the length of time allocated to game play.
2. No user is permitted on the ice surface while the ice is being resurfaced or during ice maintenance activities. Users are not permitted on the ice until the ice resurfer has left the rink, and the gates are closed.
3. Two dressing rooms are provided 30 minutes before, and 30 minutes after each game. Additional dressing rooms may be available upon request but are not guaranteed.
4. Bookings may only be cancelled by the Licensee with refund of payment, prior to the start date of the ice season in which the date has been booked, which start dates are:
5. Pre-Season - September 1st; Fall/Winter season - October 1st; Spring/Summer season - April 1st
6. Permits prepared for ice use in the future i.e. tournaments and special events, must be signed and returned within 10 days or your ice request will be cancelled.

Playing Fields

1. The Licensor reserves the right to CANCEL the use of the playing field as a result of inclement weather or unsafe field conditions. The Licensee or teams of the Licensee are required to call the **Field Information Line at 905-688-5601 ext. 1534**, to confirm the status of cancellations.
2. Bookings may be only cancelled by the Licensee with refund of payment, prior to the start date of playing field season in which the date has been booked, which start dates are: Pre - Season (May 1-31) - April 30; Regular Season (June 1 - Oct 31) - May 31
3. Provision and installation of bases is the responsibility of individual teams of the Licensee.
4. Game schedules and pitching and base distances must be submitted to RCS at least **48 hours prior to the booking**. No fields will be lit, lined or washrooms opened without the Licensee's schedule. If there are any changes throughout your season, please email eplay@stcatharines.ca.
5. Should extra work be required by the Licensee or deemed required by RCS, the Licensee will be responsible for the out-of-pocket expenses.
6. No vehicles are permitted on the turf areas or beyond designated parking areas.
7. A penalty will be charged to the Licensee in the event of non-appearance, where RCS is required to prepare the field.
8. The following are strictly prohibited on the artificial turf sports field:
 - gum, candy, and food
 - hot beverages, pop or juice (water is permitted)
 - metal cleats
 - bicycles, skateboards, or rollerblades
 - motorized vehicles
 - pets
9. Spectators are not permitted on the playing field.

Municipal Facilities i.e. Parks, Centres, Aquatics, and Carousel

1. For evening rentals (i.e. dances) which involves young adult groups (18 years and younger), an off-duty police officer is required. The Licensee must arrange for, and pay the officer.

2. Games of chance, lotteries, raffles, and gambling are not permitted without the necessary license.
3. All events at which a propane barbecue will be used require the Licensee to provide RCS with a valid propane license and insurance.
4. Where a Licensee is proposing to erect tents or require any ground work or staking, the Licensee shall obtain locates and any required permits must be obtained prior to any installation or use at their cost. A copy of the flame retardancy certificate associated with the tent to be erected must be submitted by the Licensee.
5. The Licensee agrees that no music of any kind or noise shall be permitted after 11:00 p.m., and that if amplified music or voice communication is intended, the Licensee shall work with RCS staff to control the noise levels likely to disturb the area residents through positioning of loud speakers and volume.
6. Compliance with any requirements of the Public Health Department or other agency shall be at the user's cost.
7. If additional washroom facilities are required, those shall be obtained and paid for by the Licensee.

Welland Canals Centre

1. The St. Catharines Museum & Welland Canals Centre is an education and tourism facility. Please keep this in mind when planning your event. We request that you keep your event as low impact as possible, and that all guests show respect for the exhibits and public that may be visiting.
2. Tables and chairs are available for indoor use only.
3. Rice, confetti, fires, grills, and inflatable play areas are strictly prohibited on the premises.
4. Nothing may be taped, stapled, or tacked to the walls, windows, or any other surfaces in any areas, including the exterior of the building.
5. All furniture and equipment provided by the Licensee must be removed at the end of the rental period. Any items left for seven (7) days after the event, including tables, flatware, plates, linens, etc. will become the property of the St. Catharines Museum and Welland Canals Centre.
6. Event organizers and their visitors will have access to the room(s) booked, as well as hallways connecting the rooms to the washrooms and fire exits during the rental period. Exhibits galleries and gift shop are open to the public during regular business hours. All other areas will be closed to Licensees.

7. The kitchen in the Burgoyne Room is available by request for storing cold foods in the refrigerator and heating and preparing of other food. Cooking of food is NOT permitted on the premises.

Tour Groups

1. Groups arriving later than 15 minutes after their scheduled appointment time may forfeit their tour. Groups who fail to contact the Museum to notify of a late arrival will be considered cancelled. Depending on tour schedules, we cannot guarantee late arrival groups will be given a guided tour.
2. Groups may be dropped off directly in front of the Welland Canals Centre, but vehicles must park in the parking lot adjacent to the Centre.

Payment Options

1. Rental fees will be paid in the following manner:
 - One hundred percent of the rental fee payable at the time of booking for one time rentals.
 - Seasonal rentals payable according to the approved schedule payment plan. Any required deposit must be received upon signing of this permit.

Licensees are invoiced according to the permit. Payments are to be made at the Seymour-Hannah Sports and Entertainment Centre, 240 St. Paul St. West, P.O. Box 3012, St. Catharines, ON L2S 2E7. Welland Canal Centre payments may also be made at St. Catharines Museum & Welland Canals Centre, P. O. Box 3012, 1932 Welland Canals Parkway, St. Catharines ON, L2R 7C2. Overdue invoices may result in the cancellation of all permits.

2. Payment must be received by the Corporation of the City of St. Catharines prior to issuance of a permit, and the use of the municipal facility by the Licensee.