

## **FESTIVAL AND EVENT TERMS AND CONDITIONS FOR RENTAL AGREEMENT**

### **Corporation of the City of Sarnia**

**The Permit Holder agrees: (Please read 1 – 20 carefully, sign below, and return)**

1. To obtain such public liability and property damage insurance as to protect the renter against any claim for damages or personal injuries which may arise from or be connected with the operation of the function, **which insurance shall have a minimum limit of \$2,000,000.00 per occurrence (without alcohol) and \$5,000,000.00 per occurrence (with alcohol) and name the City of Sarnia as an additional insured.** The Permit is not transferable to any other group or organization.
2. The City of Sarnia Beer Indemnification Agreement for permission to have an enclosed area for selling alcohol is completed and approved by Parks and Recreation and Sarnia Police. The Permit Holder must acquire an A.G.C.O. Licence (Special Occasion Permit) which must be posted during facility use.
3. Dispensing and consumption of items from a food booth must be outside the designated area where alcohol is served and must conform to Lambton Public Health requirements and the City Fire and Safety regulations.
4. To accept the responsibility of providing adequate supervision and security for maintenance of good order during the entire time that the renter occupies the facility and, without limiting the generality of the foregoing, to see that all terms contained herein are strictly observed. Vandalism or abusive language while using a facility shall be deemed as just cause to cancel the Facility Rental Agreement or reject future applications for a Facility Rental Agreement. No group or individual member thereof shall perform or demonstrate or allow to be performed or demonstrate any activity which is, or has the potential to be offensive, hazardous, or otherwise dangerous to the welfare of the community, to the group, or individual members thereof.
5. The Permit Holder will be responsible for ensuring that any wetness in and around the event site due to inclement weather will not cause injury to members or spectators and will take the necessary measures to eliminate these conditions. This policy is to be self-policed by the Permit Holder.
6. Those groups using City park space/land should take into consideration the type of sound, pitch and volume necessary to produce quality entertainment in this facility and ensure that the noise level does not exceed acceptable levels. Unless approved by Sarnia City Council, the use of amplified sound systems for the presentation of special events is restricted to fall between the hours of 9:00 a.m. and 8:00 p.m. The City's Noise By-law is applicable each and every day, 24 hours a day. Non-compliance would result in closure to the event. (By-law144 of 1998 as Amended)
7. To cooperate with members of staff and any other group/s using the park and area.
8. There will be no digging and/or staking of tents within City parkland without approval from the Parks & Recreation Dept. and proper locates being completed at the expense of event organizers.
9. That the use is restricted to only those times, dates and locations as herein specified, and may not be changed, altered or added to except on further written Agreement between the applicant and the Permit Office for The Corporation of the City of Sarnia.
10. The Corporation of the City of Sarnia will not be responsible for damage, loss or theft of property of the permit holder or anyone attending on the invitation or with the permission expressed or implied of the permit holder.
11. To pay for all damages to the equipment, premises or other property of The Corporation of the City of Sarnia incurred during any time the permit holder is using the facility or arising from the use thereof by the permit holder. The City of Sarnia holds the right to ask for a Damage Deposit to be paid.

12. That the property of the permit holder or of anyone attending on the invitation of the applicant, brought into the facility must be removed by the time the permit has expired unless special arrangements for storage are made with the City.
13. That the arrangements to pay the rental fees and/or deposits are to be made prior to the event with Parks and Recreation Department and that all final payments are to be made in full immediately following the event.
14. That the said Applicant respect and enforce all policies contained in Public Parks By-Law No. 206 of 1999 of the City of Sarnia which pertains to parking, vehicles in the park, signage, animals, and fireworks, inclusive. **Signage of any kind promoting your event is not permitted on City Parkland and/or within the City Boulevards as per the City of Sarnia Sign By-law Policy.**
15. That the said Parks and Recreation Department must be notified at least 48 hours in advance of any cancellations. Refunds will not be made unless this notification is given and the permit holder shall be responsible for the cost relating to the scheduled facility use. Arrangements of keys must be made in advance (a deposit may be necessary) Keys must be returned the next working day after event.
16. For guidelines and support in ensuring Accessibility Standards of Ontario are properly addressed, please contact the Parks and Recreation Department.
17. (If Applicable) To recognize and enforce the rules and regulations of the Canatara Park Bandshell and City facilities.
  - No person shall consume any illicit drugs or alcohol while on the premises.
  - Electrical supply shall not be altered or increased without express permission to the City of Sarnia
  - No equipment is to be supported from a roof superstructure without written permission of the City of Sarnia.
  - Ensure entrance to covered area is not blocked by benches/chairs -allow for safe traffic flow.
  - Ensure Fire Extinguishers are easily accessible during performances/events
  - No signs, equipment or decorations will be attached to the interior or exterior surfaces of any facility that would result in damages, disfigurement or defacing of surfaces.
  - Vehicles parked within the park or facility area should be limited to only those used for unloading/loading of equipment. All other vehicles should be parked in appropriate parking lots located around the park and/or facility.
18. The permit holder shall indemnify and save harmless the City of Sarnia, its officers, agents, employees, and volunteers against any and all actions, cause of action, claims and expenses whatsoever presented by any group, person, or peoples participating in or attending at the Event for loss or damage sustained as a result of attending the said event.
19. Personal information is collected pursuant to the provisions of the Municipal Freedom of Information and Protection of Privacy Act 1989, as amended, and will be used in considering facility use filed with Community Service. Questions concerning the collection and retention of personal information should be addressed to: Parks and Recreation Department, 255 N. Christina Street, Sarnia, Ontario N7T 7N2 (519) 332-0330 Fax (519) 332-0776 Email: [rachel.veilleux@sarnia.ca](mailto:rachel.veilleux@sarnia.ca).
20. The Parks and Recreation Department reserves the right to immediately terminate your Event should an individual or group participating in the activity violate the conditions stated on this form.

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**PLEASE PRINT FULL NAME**

Event Organizer or Designate

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**Signature**

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**Date**