

MISSISSAUGA CELEBRATION SQUARE RENTAL CONTRACT TERMS & CONDITIONS

COMMON TERMS AND CONDITIONS

Municipal Freedom of Information Act: Personal information contained on this form is collected under the authority of section 11 of the *Municipal Act 2001*, S.O. 2001, c.25. The information will be used for the purpose of administering The Corporation of the City of Mississauga's (the "City") Recreation and Parks Facility Rental contracts and will also be used for business you may conduct with the City relating recreation programs. Questions about this collection should be directed to: Manager, Recreation & Parks, Customer Service Centre 905-615-4100.

Observance of Law: The Requestor agrees to comply with all City policies applicable to the use of the Facility and all applicable laws, including municipal bylaws.

Limited Liability and Release: The Requestor hereby releases and forever discharges the City, including its elected officials, officers, employees, agents and contractors, and the Requestor further agrees that notwithstanding anything to the contrary contained herein, the City, including its elected officials, officers, employees, agents and contractors shall not be liable to the Requestor or to anyone for whom the Requestor may be in law responsible, for any loss of or damage to property, personal injury or death, or any other losses, actions, damages, both direct or indirect and such other costs and expenses, howsoever and whatsoever incurred, suffered or sustained by the Requestor or any of the Requestor's permitted invitees, guests or participants during or otherwise in relation to or in connection with the Requestor's use of the Facility and all activities relating to such use or any other matters under this contract, negligent misrepresentation, breach of the *Occupiers' Liability Act* or breach of statutory duty on the part of the City or the part of anyone for whom the City is in law responsible, by the presence of the Requestor or anyone else upon the Facility, the conditions or state of repair of the Facility and the breach of any of the provisions of this contract by the City, including, but not limited to, any negligent act or omission of the City, its employees, agents, contractors or invitees, which causes or contributes to any such injury, damages or loss.

Liability Insurance: The Requestor is required to procure at its own expense, and to provide a certificate of insurance adding the City as an additional insured, liability insurance in such amounts as deemed reasonable and appropriate by the City's Risk Manager, in his/her discretion having regard to the nature and size of the event.

Indemnity: The Requestor shall indemnify and save the City harmless, including the City's elected officials, officers, employees, agents and contractors, from and against any loss, cost and expenses incurred by the City because of any demand, action or claim brought against the City as a result of any loss of or damage to property, personal injury or death, or any other losses or damages, both direct or indirect, including such other costs and expenses, howsoever and whatsoever incurred, suffered or sustained by the Requestor using the City Facility, or by anyone else permitted on the Facility by the Requestor or by anyone for whom in law the Requestor is responsible, including any losses or damages which have been caused or contributed to by any negligence, negligent misrepresentation, breach of the *Occupiers' Liability Act* or breach of statutory duty on the part of the City or on the part of anyone for whom the City is in law responsible, by the presence of the Requestor or anyone else upon the Facility, the conditions or state of repair of the Facility and the breach of any of the provisions of this contract by the City including, but not limited to, any negligent act or omission by the City, its employees, agents, contractors, or invitees, which causes or contributes to any such injury, damage or loss.

As is where is: The Requestor hereby confirms that the City has not provided any representation, warranty or other assurance regarding the suitability of the Facility for use by the Requestor and that the Requestor is using the Facility on an as is where is basis.

Waste and Nuisance: The Requestor agrees not to do or to suffer or to allow to be done any action which would damage, waste or disfigure or injure the Facility or any part thereof or otherwise cause a nuisance. Any such action to the City's property will be the financial responsibility of the Requestor and all costs and expenses required to repair such damage to the Facility shall be paid to the City on demand.

Use of Premises: The Requestor agrees to use the Facility only for the uses set out in this contract. Any breach of the terms or conditions of this contract and provision of false or incorrect information by the Requestor to the City on any questionnaire or information sheet will result in the immediate cancellation of this contract. All monies paid by the Requestor to the City may be retained by the City and applied towards any losses or damages incurred by the City as result of the contract's cancellation. Gambling, betting for gain/reward or adult entertainment or any illegal activity is not permitted in any City facility.

Assigning or Subletting: The Requestor agrees not to assign, sublet or permit use and occupancy by any other person of the whole or any portion of the Facility unless prior written approval is given by the City.

Rate Increase: The Requestor agrees that any Council approved rate increase during the term of the contract will be paid by the Requestor upon notice.

Termination: The City may terminate this Contract and all the Requestor's rights hereunder immediately at any time in the event of any breach or default by the Requestor in the performance of any term or condition contained in this contract, including, without limitation, failure by the Requestor to pay the required fees and amounts in accordance with the payment terms hereof, and the City shall be entitled to recover, and the Requestor shall be liable for, all damages and losses incurred by the City arising directly or indirectly or in consequence of or in relation to the breach or default by the Requestor.

Pre-emption: This contract may be pre-empted and terminated at any time in order that the City may use the Facility for a specific purpose. Wherever possible every effort will be made to give reasonable advance notice of pre-emption and termination.

Additional Charges: Any charges for extra clean-up required after a function in the sole view of the City shall be paid by the Requestor.

Interest Charge: The Requestor agrees that if it fails to make payment in accordance with the terms of this contract, it will pay interest on all overdue accounts at the rate of 1.25% per month applied and compounded every 30 days, for an effective rate of 16.08% per annum commencing from the due date until payment in full is received.

Alcoholic Beverages: If alcohol is being served and/or auctioned, a Special Occasion Permit is required to be procured by the Requestor and its sole cost and expense. The Requestor agrees to adhere to the conditions all municipal bylaws, policies and regulations and the provisions of the *Liquor License Act of Ontario*.

PAYMENT AND CANCELLATIONS

Payment:

Celebration Square facility rental fees and extra fees exclude any fee or charge not listed in the applicable City Fees and Charges By-law(s) in effect during the term of this contact.

1. For **Small Events**, estimated event fees are due and payable immediately when the contract is signed.
2. For **Large Events**, ten (10%) percent of estimated event fees are due and payable immediately when the contract is signed. For returning events, the deposit will be ten (10%) percent of the previous year's actuals, plus the Celebration Square permit fee.
3. A five thousand dollar (\$5,000) damage deposit may be required at the City's discretion. In the event that a damage deposit is required, it must be submitted to the Supervisor, Event Services thirty calendar (30) days PRIOR to the event date. The City reserves the right to increase or decrease the required deposit amount as deemed reasonable and appropriate in the discretion of the City's Risk Manager based on the nature and size of the event. Costs for damages incurred as a result of an event will be deducted from the damage deposit. If the damage deposit does not cover the costs of such damage, an invoice will be issued for additional charges. The City reserves the right to reconcile any outstanding event fees owing from the damage deposit.

4. For Large Events, the balance of estimated event fees is due no later than seven calendar (7) days PRIOR to the event date. Balance payments made less than 14 days prior to event must be made by debit, credit card, certified cheque or money order.
5. Post-event fees will be reconciled within thirty (30) calendar days. Payment of any outstanding event fees will be due within thirty (30) calendar days of issuance of the final invoice.

All fees must be paid to the Customer Service Centre, Central Library, ground floor, 301 Burnhamthorpe Rd. W.

Credit card payment can be made by calling the Customer Service Centre at 905-615-4100 x3.

Cancellations:

The Requestor may cancel an event at any time subject to the following terms:

1. For Small Events, estimated event fees are non-refundable.
2. For Large Events:
 - o If an event is cancelled more than thirty (30) calendar days prior to the event date, 10% of estimated event fees are non-refundable.
 - o If an event is cancelled less than thirty (30) calendar days prior to the event date, 100% of the estimated event fees at the time of cancellation are non-refundable
 - o Where facility space has been allocated by an allocation policy, the specified minimum number of weeks will apply for which no cancellations or refunds will be permitted.
3. Affiliated Groups are subject to the above payment and cancellation terms and conditions.

All Mississauga Celebration Square Rules and Regulations outlined in the MCS Guidelines and the *Outdoor Events in the Civic District* Policy (05-03-03) also apply.

Approval by Mississauga Celebration Square does not guarantee approval in subsequent years.

Contravention of Guidelines, By-laws, Policies, rules and regulations governing Mississauga Celebration Square may result in immediate termination of event activities and will jeopardize any future requests.