

Dog Walker Permit Application

City of Mississauga
Community Services
Recreation
Customer Service Centre
Tel: 905-615-4100
email: Parks.CommunityDevelopment@mississauga.ca



Personal information contained on this form is collected under the authority of the City of Mississauga Parks By-law 0197-2020. The information will be used in the administration of the Permit. Questions about this collection should be directed to: Community Development Coordinator, Parks Operations, City of Mississauga, 950 Burnhamthorpe Road West, Mississauga, Ontario, L5C 3B4, Tel: 905-615-3200, ext. 3368.

(* indicates required fields)

Business Information

Business Name *

First Name *

Last Name *

Street Number *

Street Name *

Suite/Unit Number

City *

Province *

Postal Code *

Business Telephone Number *

Extension

Mobile Number *

Home Telephone Number

Email Address *

Dog Walker Contact Information

Dog Walker 1

First Name

Last Name

Phone Number

Email Address

Dog Walker 2

First Name

Last Name

Phone Number

Email Address

Dog Walker 3

First Name

Last Name

Phone Number

Email Address

Dog Walker 4

First Name

Last Name

Phone Number

Email Address

Terms and Conditions *

- I have read and agree to the [Terms and Conditions](#) outlined on page 2 of this form.
- I will be submitting a completed [Certificate of Insurance - Standard Liability](#) form 2590, upon submission.

Please attach completed application form and Certificate of Insurance template and send to:
parks.communitydevelopment@mississauga.ca

This application is made subject to the Terms and Conditions listed below.

General Provisions

The Permit Holder shall:

- (a) Ensure that the permit is visible at all times while in a City park and shall present their permit upon request to a By-Law Enforcement Officer, Security Services or Parks and Forestry staff member; and
- (b) Comply with all Leash-Free Zones area boundaries, hours of operation and other related regulations.
- (c) Commercial Dog Walkers are permitted to use Leash-Free Zones from 9 am to 4 pm Monday to Friday.

Municipal Freedom of Information Act

Personal information contained on this form is collected under the authority of section 11 of the *Municipal Act 2001*, SO 2001, c.25. The information will be used for the purpose of administering the Permit and will also be used for business you may conduct with the City. Questions about this collection should be directed to: Community Development Coordinator, Parks Operations 905-615-3200 ext. 3368.

Observance of Law

The Permit Holder agrees to comply with any bylaws, policies or regulations imposed by the City of Mississauga governing the use of the City parks.

Limited Liability and Release

The Permit Holder hereby releases and forever discharges the City, including the City's elected officials, officers, employees, agents and contractors (hereinafter the "Indemnified Parties"), and the Permit Holder further agrees that notwithstanding anything to the contrary contained herein, the Indemnified Parties shall not be liable to the Permit Holder or to anyone for whom the Permit Holder may be in law responsible for, any loss of or damage to property, personal injury or death, or any other losses, action, damages, both direct or indirect and such other costs and expenses, howsoever and whatsoever incurred, suffered or sustained by the Permit Holder or any of the Permit Holder's permitted invitees, guests or participants during or otherwise in relation to or in connection with the use of the Permit and all activities relating to such use or any other matters under this contract, negligent mis-representation, breach of the *Occupiers' Liability Act* or breach of

statutory duty on the part of the Indemnified Parties or the part of anyone for whom the City is in law responsible, by the presence of the Permit Holder or anyone else upon a City park, the conditions or state of repair of a City park 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 Indemnified Parties which causes or contributes to any such injury, damages or loss.

Liability Insurance

To avoid the financial risks associated with the Limited Liability and Release and Indemnity clauses, the Permit Holder shall obtain general liability insurance adding the City as additional insured at its own expense. The Permit Holder shall provide such certificate of insurance evidencing that the City is included as additional insured, liability insurance in such amounts as deemed reasonable and appropriate by the City's Risk Manager, in his/her discretion.

Indemnity

The Permit Holder shall indemnify, defend and save the City harmless, including the Indemnified Parties from and against any loss, cost and expenses incurred by the Indemnified Parties because of any demand, action or claim brought against the Indemnified Parties 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 Permit Holder using a City park, or by anyone else permitted on a City park by the Permit Holder or by anyone for whom in law the Permit Holder 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 Indemnified Parties or on the part of anyone for whom the City is in law responsible, by the presence of the Permit Holder or anyone else upon a City park, the conditions or state of repair of a City park 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 or their employees, agents, contractors, or invitees, which causes or contributes to any such injury, damage or loss.

Noise and Enjoyment of Facility

The Permit Holder shall not cause or permit noise or interference of any kind, which in the opinion of the City, may disturb the comfort or reasonable enjoyment of any other person in a City park.

Use of Premises

The Permit Holder agrees to use a City park only for the uses set out in this permit. Any breach of the terms or conditions of this contract and provision of false or incorrect information by the Permit Holder to the City in seeking this contract on any questionnaire or information sheet will result in the immediate cancellation of this contract. All monies paid by the Permit Holder 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.

Assigning or Subletting

The Permit Holder agrees not to assign, sublet or permit use by any other person of the whole or any portion of the permit unless prior written approval is given by the City.

Termination

The City may terminate this contract and all the Permit Holder's rights hereunder immediately at any time in the event of any breach or default by the Permit Holder in the performance of any term or condition contained in this contract, including, without limitation, failure by the Permit Holder to pay the required fees and amounts in accordance with the payment terms hereof, and the City shall be entitled to recover, and the Permit Holder 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 Permit Holder.

Non-Refundable

Permits are non-refundable.