



Kirkland Lake Community Complex USE AGREEMENT

GROUP / CONTACT INFORMATION			
Organization's Name:		Date(s) of Activity:	DD/MM/YY
Contact Name:		Time Required:	From: To:
Billing Address:		Event Type (special event, local tournament, regional tournament)	
E-Mail Address:		Expected number of participants	
Telephone:		Person in charge on day of event	

INSURANCE INFORMATION
<p>The Town of Kirkland Lake requires that all persons, organizations, or companies who rent premises owned by the Town hold insurance coverage, which names the Town, its employees, and authorized agents as an additional insured with regards to the renter's event. Please review attached information on Insurance Requirements.</p> <p>Please choose one of the following options:</p> <ul style="list-style-type: none"> • Provide a Certificate of Liability Insurance (sample attached) _____ • Purchase User Insurance through the Town's Insurance Broker at a nominal cost (rates available) _____

INFORMATION & REQUIREMENTS		
Access to facilities will be required for:	Date:	Time:
- Deliveries	DD/MM/YY	From: To:
- Setup	DD/MM/YY	From: To:
- Clean Up	DD/MM/YY	From: To:
Room(s) set up requests:		
Provide details if your event includes any of the following:		
Serve or sell alcohol	Vendors	Access to sound system
Serve or sell food – indicate if bbq	Fireworks	Tables / Chairs
Inflatables	Electrical	Sporting Event

RENTAL FEES & ADDITIONAL CHARGES			
Description	Number of Hours	Hourly Rate	Total
Paid by: cash ___ cheque# ___ debit ___ credit ___		Total Charges	\$
Credit Card # _____		HST @ 13%	
Expiration date: _____		Invoice Amount	\$
Name as it appears on credit card _____		Less Deposit	
		Balance Owng	\$

The facility/article must be left in good repair, to the satisfaction of the Town of Kirkland Lake. Any cost of damages caused by the Lessee or result from action of members of the group or participants in the activity, must be paid upon receipt of billing for same by the Town of Kirkland Lake. I agree to abide by the terms of this contract and agreement as enclosed.

Contact's Signature: _____ Date: _____

OFFICE USE ONLY: Certificate of Insurance Received: _____ Date: _____

Town of Kirkland Lake
TERMS & CONDITIONS

The terms of the agreement are:

1. A rental agreement must be completed in its entirety for each rental required. Incomplete agreements will not be accepted.
2. All Municipal accounts must be in good standing to enter into a rental/lease agreement. No person or business, including the shareholders of a business, who has been in tax registration in the Town of Kirkland Lake within the past ten years, shall be permitted to purchase or offer to purchase, rent or lease or use any municipally-owned property. This ten-year period begins on the date that a tax arrears certificate has been registered against the title to any property owned by this person or business (Section 373(i) Municipal Act.)

No person or business, including the shareholders of a business, who is in arrears on property taxes and/or any other outstanding accounts owed to the Town of Kirkland Lake, shall be permitted to purchase or offer to purchase, rent, lease, or use any municipally-owned property.

3. The renter will not be permitted to enter the rental area until the rental time stated on the Permit. The renter must vacate the rental area at the time stated on the Permit.
4. In case of any mechanical breakdown or Act of God that would interfere with facility use, fees will not be applied and the Town of Kirkland Lake Recreation Department will not be liable for lost rental time.
5. The Renter will ensure that all persons in attendance conduct activities in an orderly manner and abide by the posted rules and regulations for use of the facility. A copy of the municipality's Zero Tolerance Policy will be provided to each renter annually. Please remember that children under the age of 12 years must be supervised at all times.
6. All renters must wear appropriate equipment for their activity. The Operators of this Recreation facility strongly recommend that CSA approved safety equipment including head, eye and facial protection be worn by all participants who participate on the ice.
7. The premises must be left in good repair, to the satisfaction of the Town of Kirkland Lake. Any cost of damages caused by the Lessee or result from actions of members of the group, or by the invitees during the rental period, must be paid upon receipt of billing for same by the Town of Kirkland Lake Recreation Department. An hourly fee will be levied if extra clean up is required.
8. This Agreement is not transferable.
9. The facility must be cleared of all items and personal property which were used by or belonging to the Renter or the facility immediately following the rental, to the satisfaction of the Town.
10. The Renter will indemnify and save harmless to the Town of Kirkland Lake for any and all action claims, demands, and losses as a result of the terms of the agreement.
11. Contract holder shall be responsible for making its members, users and participants aware of these terms and conditions and for making a copy of the terms and conditions for its members, users and participants when required. Non-compliance with the terms and conditions of this contract could result in the immediate suspension of the contract.

CIVIC PARK, BALL FIELD, ROOM RENTAL, POOL, ARENA FLOOR RENTALS

SINGLE USERS – A deposit consisting of a non-refundable amount of \$100.00 or 25% of the rental amount is required to secure the rental. The allotted time must be paid in full during regular business hours prior to facility access. All cancellations must be made in writing to the Business Office Coordinator.

CONTRACT USERS – Facility use will be billed at the end of each month based on booking. For ball field users, games cancelled by the Recreation Department due to inclement weather will not be billed.

BUBBLE SOCCER RENTALS

ALL USERS – A deposit consisting of a non-refundable amount of \$100 or 25% of the rental amount is required to secure the rental. The remainder must be paid in full during regular business hours prior to rental. All cancellations must be made in writing to the Activity Coordinator with at least 24 hours notice. Any cancellations less than 24 hours will result in a forfeit of the deposit. Games cancelled by the Recreation Department due to inclement weather will be rescheduled or refunded.

NOTE: Any damages (including punctures, tear, rips, etc.) due to misuse of the equipment or foul play will be the renter's responsibility to replace. Please be cautious when wearing and ensure you follow all listed rules and clean the suits with disinfectant before and after use.

ICE BOOKINGS

- I. Each hour of rental consists of 50 minutes of ice time in order to provide ice maintenance every 60 minutes. The Operator on duty reserves the right to schedule additional ice maintenance when required. If additional ice maintenance is required the time will be taken from that user group when at all possible.
- II. Users are restricted from entering the ice surface until the operator has closed the ice surface doors after completing the flood. Entry onto the ice prior to this will result in termination of ice maintenance until all individuals are off the ice surface.
- III. Dressing Room Use – Dressing rooms are provided to renters 30 minutes before and after each rental if requested. A responsible adult is absolutely required to be present in the dressing rooms at ALL TIMES when children or youth team members are present. Dressing rooms will not be opened until supervisors are in place. Failure to adhere to this will forfeit use of dressing rooms by the renter.
- IV. Due to the risk associated with walking (no skates) on a freshly flooded ice surface, all individuals will be required to comply with one of the following:
 - Wear a CSA approved helmet with chinstrap assembly at all times while on the ice surface (to be supplied by user groups)
 - Be in constant contact with an individual on skates on the ice surface.
- V. Only approved skate aids are to be used for any ice activity.
- VI. Food and drink are not permitted on the ice or board area at any time.
- VII. **SINGLE ICE USERS** – A deposit consisting of a non-refundable amount of \$100.00 or 25% of the rental amount is required to secure ice time. The allotted ice time must be paid in full during regular business hours prior to entry onto the ice. All cancellations must be made in writing to the Business Office Coordinator. Refunds are not given for the refundable portion of the payment unless the Recreation Department is able to rent the ice to another group.
- VIII. **CONTRACT ICE USERS** – “Prime” Ice use will be billed at the end of each month based on booking. If a user group has to cancel booked ice, it is to be returned to the Recreation Department for resale to a user group who has expressed need, or an individual. If the ice remains unsold, the original holder is financially responsible. Regular “non-prime” ice times must be cancelled within 72 hours of the rental to avoid billing.
- IX. **SPECIAL EVENTS** – Special events such as tournaments are to be requested at the beginning of the ice season. User groups are required to submit specific times for each event at that time. All users groups bumped will be immediately notified through the special events list. The user group will be billed after the special event for the times submitted. If a user group determines that some of their special event time will not be required after it has been booked, they are to notify the Business Office immediately. If the ice remains unsold, the renter will be financially responsible.
- X. **Prime Hours:** Monday to Friday 3pm – 2am Saturday and Sunday 6am – 2am
(prime rates apply at all times of the year when school is not in session)

CIVIC OUTDOOR RINK BOOKINGS

- I. Maintenance is provided on the outdoor rink on a regular basis, however, renters are advised that snow may need to be shoveled off by the renter, and that the condition of the ice surface is impacted by the amount of use the rink has experienced.
- II. The Recreation Department will post signage indicating a private rental on both schedule signs as well as on social media, however since the Civic outdoor rink is unsupervised it is the responsibility of the renter to communicate with other participants that a private rental is occurring

Facility User Insurance Requirements

The Town of Kirkland Lake requires that all persons, organizations, or companies who rent premises owned by the Town hold insurance coverage, which names the Town, its employees, and authorized agents as an additional insured with regards to the renter's event. This is to protect the Town for the defense and settlement of a property damage or bodily injury claim occurring on or in their properties for an event that they do not operate or control. Given that the Canadian legal system provides for collection of court settlements through joint and several liability, Municipalities have been forced to pay claims on activities on behalf of those who have rented their facilities. In order to protect the Town, a mandatory certificate form has been created to assure not only coverage exists but that it is proper coverage for the type of event. The following is an explanation of what coverage is required:

ALL EVENTS & ACTIVITIES:

General Liability

Coverage for the Operations of the organization or person, which protects against legal actions and negligent acts specific to the Event and/or Activity described on the certificate against property damage and/or bodily injury to third parties.

Employees & Volunteers as Additional Insureds

The coverage must extend to those individuals, who in the course of their duties may cause property damage or a bodily injury to a third party.

FOR SPORT ACTIVITIES:

Bodily Injury to Participant: Protection for sports, since the majority of bodily injury claims are to those participating in the sport activity.

Participant to Participant:

A large majority of bodily injury claims come from one participant injuring another participant during practice or in a game. The injured person may try to seek restitution and in doing so will name the organization, officials, and owner of the facility. It is important that the liability policy respond in defense and/or settlement for all these parties, as well as the participant whom the claim is filed against in one common event.

Insurance Requirements

Any facility rental booked after March 20th, 2017 will be required to maintain and produce a liability insurance certificate for the following facility use rentals:

- Outdoor Festivals & Events
- Vendors/Exhibitors Participating in Town of Kirkland Lake Operated Event, e.g. Canada Day
- All Indoor and Outdoor Sport or Non Sport Facility Use Rentals
- Alcohol Socials
- Room Rentals

What if I have the Required Insurance?

Your broker provide a Certificate of Insurance which must include the Town of Kirkland Lake as an additional insured. (sample attached to provide to broker)

What if I don't have insurance?

User insurance programs provide individuals and/or groups renting a Town facility or permitting Town space (known as "Users") with liability protection to mitigate the financial exposure resulting from a claim.

If you cannot produce the required insurance, you can purchase the required insurance through a program offered by the Town's Insurance Broker at a nominal cost.

Insurance limits are at least \$5 per occurrence for Bodily Injury or Property Damage to a Third Party including:

- Tenant's Legal Liability: provides coverage for damage to the rented or permitted premises or the area of the premises that is being rented.
- Participants to Participant Liability: provides for coverage for injury to one participant by another participant.
- Non Owned Automobile Liability: provides insurance coverage for vehicles not owned, leased or rented by any of the named insured's, for example, the user stated in the facility rental contract and provides protection to the facility user's participants and volunteers, who may use their private vehicles to conduct business on behalf of the facility user.
- (For Alcohol Socials Only) Host Liquor Liability Coverage: provides coverage for claims resulting from the serving of alcohol.



CERTIFICATE OF LIABILITY INSURANCE

This certificate is issued as a matter of information only and confers no rights upon the certificate holder and imposes no liability on the insurer. This certificate does not amend, extend or alter the coverage afforded by the policies below.

1. CERTIFICATE HOLDER - NAME AND MAILING ADDRESS Corporation Of The Town of Kirkland Lake Postal Bag 1757 3 Kirkland Street Kirkland Lake ON P2N3P4	2. INSURED'S FULL NAME AND MAILING ADDRESS Renters name entered here
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3. DESCRIPTION OF OPERATIONS/LOCATIONS/AUTOMOBILES/SPECIAL ITEMS TO WHICH THIS CERTIFICATE APPLIES (but only with respect to the operations of the Named Insured)

Example: With regards to Trade show event being held at Hockey Heritage North June 1 2016
 -Please State where Applicable; Does Event Include the Serving of Alcohol?
 -Does the Event Include Sport Activity? If yes does the policy cover Bodily Injury to Participant/ participant to participant coverage?
 -Does the Event Include Vendors? Is Independent Blanket Vendor Coverage Provided?

4. COVERAGES
 This is to certify that the policies of insurance listed below have been issued to the insured named above for the policies period indicated notwithstanding any requirement, terms or conditions of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.
LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

TYPE OF INSURANCE	INSURANCE COMPANY AND POLICY NUMBER	EFFECTIVE DATE YYYY/MM/DD	EXPIRY DATE YYYY/MM/DD	LIMITS OF LIABILITY (Canadian dollars unless indicated otherwise)		
				COVERAGE	DED.	AMOUNT OF INSURANCE
COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> Claims Made OR <input checked="" type="checkbox"/> Occurrence <input checked="" type="checkbox"/> Products and/or completed operations <input type="checkbox"/> Employer's Liability <input type="checkbox"/> Cross Liability <input checked="" type="checkbox"/> Tenants Legal Liability <input type="checkbox"/> Pollution Liability Extension <input type="checkbox"/> Non-Owned Automobiles <input type="checkbox"/> Hired Automobiles				Commercial General Liability Bodily Injury and Property Damage Liability - General Aggregate - Each Occurrence Products and Completed Operations Aggregate <input type="checkbox"/> Personal Injury Liability <input type="checkbox"/> Personal and Advertising Injury Liability Medical Payments Tenants Legal Liability Pollution Liability Extension Non-Owned Automobile		5,000,000 5,000,000
AUTOMOBILE LIABILITY <input type="checkbox"/> Described Automobiles <input type="checkbox"/> All Owned Automobiles <input type="checkbox"/> Leased Automobiles ** <input type="checkbox"/> <input type="checkbox"/> ** All Automobiles leased in excess of 30 days where the insured is required to provide insurance				Bodily Injury and Property Damage Combined Bodily Injury (Per Person) Bodily Injury (Per Accident) Property Damage		
EXCESS LIABILITY <input type="checkbox"/> Umbrella Form <input type="checkbox"/>				Each Occurrence Aggregate		
OTHER LIABILITY (SPECIFY) <input type="checkbox"/> Contractual Liability <input type="checkbox"/> Cross Liability <input type="checkbox"/>						

5. CANCELLATION
 Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 0 days written notice to the certificate holder named above, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

6. BROKERAGE/AGENCY FULL NAME AND MAILING ADDRESS Despres Pacey Insurance Brokers Ltd. Refer to Broker Code BROKER CLIENT ID: TOWNC9	7. ADDITIONAL INSURED NAME AND MAILING ADDRESS (but only with respect to the operations of the Named Insured) Corporation Of The Town of Kirkland Lake Postal Bag 1757 3 Kirkland Street Kirkland Lake ON P2N3P4
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8. CERTIFICATE AUTHORIZATION

Issuer: Despres Pacey Insurance Brokers Ltd.	Contact Number(s) Type No Type No
Authorized Representative	Type Phone No () - Type Fax No () -
Signature of Authorized Representative X	Certificate Date: 2016 1 20 Email Address



Frank Cowan Company Facility User Rates \$5,000,000 Limits of Liability

Rates shown below are for your information only and do not include premium sales tax.

Non Sporting Events or Occasions

Anniversaries, arts, art shows and exhibits, auctions, banquets, bazaars, birthday parties, bridge, chess clubs, crafts, dance parties, dance recitals, dinners, engagement parties (e.g. Jack and Jill events), fashion shows, graduations, music recitals or other family celebrations (e.g. christenings, graduations, showers etc.), photo shoots, picnics, religious services, retirement parties, reunions, seasonal markets, seminars, speakers, talent shows, theatre performances, weddings or other ceremonies, workshops/classroom instruction.

Rates/Premium

Number of People Attending Event	No Alcohol			Alcohol		
	Hourly Rate**	1-2 Day Event	3-5 Day Event	Hourly Rate**	1-2 Day Event	3-5 Day Event
1-50	\$5.00	\$50	\$100	\$25.00	\$150	\$300
51-100	\$8.00	\$100	\$170	\$40.00	\$260	\$500
101-200	\$12.00	\$150	\$250	\$60.00	\$350	\$700
201-500	\$16.00	\$300	\$400	\$80.00	\$650	\$950
501-1000	\$20.00	\$440	\$600	\$95.00	\$850	Refer
1001-1500	\$30.00	\$600	Refer	Refer	Refer	Refer
1501+	Refer	Refer	Refer	Refer	Refer	Refer

**** If hourly Rate exceeds the 1 Day rate, charge the 1 day rate.**

***Event: 1-2 Day Event Rates and 3-5 Day Event Rates are Per Event Rates and Not Per Day Rates**

E.g. An art event (alcohol) is being held for 2 days. It is estimated 500 people will attend over the 2 day period. The total charge would be: \$650.

***Events: Annual Weekly Meetings: Charge 5 times the flat charge shown for a 1-2 Day Event for a Total Annual Premium**

E.g. 50 people rent a facility weekly to play bridge (no alcohol event). The Annual Charge would be: \$50 x 5 = \$250 Total Annual Premium

***Events: Annual Monthly Meetings: Charge 3 times the flat charge shown for a 1-2 Day Event for a Total Annual Premium**

E.g. 250 people rent a hall monthly (alcohol event). The Annual Charge would be: \$650 x 3 = \$1,950 Total Annual Premium

Excluded Activities

Alpine skiing, bachelorette/stagette parties, bike racing, boxing, climbing walls, contact sports (including hockey, lacrosse, martial arts), cycling, fireworks, gymnastics, horse related, kabaddi, kayaking, kickboxing, motor vehicle activities, rugby, skateboarding, snowboarding, stag/bachelor parties, tackle football, wrestling and organized sports teams/leagues.

Frank Cowan Company Facility User Rates \$5,000,000 Limits of Liability

Note: Organized Sports Leagues without insurance are a Company Referral
Sporting Events or Activities
 Badminton, baton twirling, bowling, curling, dance lessons, horseshoes, lawn bowling, public skating, shuffle board, table tennis, tai chi, tennis

Medium Risk

Ball/rollerfloor hockey, baseball, basketball, broomball, cheerleading, cricket, dodge ball, dry land training, field hockey, figure skating, fitness classes, frisbee, handball, non-contact sports (martial arts, pick up hockey, pick up lacrosse, touch/flag football), pickle ball, racquet ball, ringette, slo-pitch, soccer, softball, squash, swimming with life guard, synchronized swim, t-ball, track & field, volleyball, yoga

Rates/Premium

Number of Participants	Low Risk		Medium Risk	
	Hourly Rate**	1 Day Flat Event*	Hourly Rate **	1 Day Flat Event*
1-25	\$5.00	\$120	\$7.00	\$150
26-50	\$7.00	\$160	\$10.00	\$200
51-100	\$10.00	\$240	\$15.00	\$350
101+	Refer	Refer	Refer	Refer

**** If hourly Rate exceeds the 1 Day rate, charge the 1 day rate.**

***Events Over 1 day: Any Single Sporting Event being held for more than 1 consecutive day is a Company Referral**

***Events - Annual Weekly and Seasonal Activities: Charge 2 times the flat charge shown for a Total Annual Premium**

E.g. Yoga Classes (medium activity) with 20 people attending weekly. The Annual Charge would be: \$150 x 2 = \$300 Total Annual Premium.

E.g. A group of people get together weekly to figure skate from September to March (seasonal and medium activity). The total number of people in the group is 30 people. The Annual Charge would be: \$200 x 2 = \$400 Total Annual Premium.

Excluded Activities

Alpine skiing, bachelorette/stagette parties, bike racing, boxing, climbing walls, contact sports (including hockey, lacrosse, martial arts), cycling, fireworks, gymnastics, horse related, kabaddi, kayaking, kickboxing, motor vehicle activities, rugby, skateboarding, snowboarding, stag/bachelor parties, tackle football, wrestling and organized sports teams/leagues.