



FACILITY USER and HOLD HARMLESS AGREEMENT
THE CORPORATION OF THE TOWNSHIP OF ATHENS

PURPOSE: To grant permission to use the municipally owned lands described as Centennial Park, Athens ON, subject to the Terms and Conditions of this Agreement contained herein and attached hereto all of which form part of this Agreement.

AGREEMENT TERMS AND CONDITONS:

- 1) The terms of this Agreement shall be in effect as per dates and times contained herein and attached hereto
- 2) The Organization must maintain a policy of **Commercial General Liability Insurance**. Commercial General Liability Insurance satisfactory to the Owner and underwritten by an insurer licensed to conduct business in the Province of Ontario. The policy shall provide coverage for Bodily Injury, Property Damage and Personal Injury and shall include but not be limited to:
 - (a) A limit of liability of not less than \$2,000,000 per occurrence with an aggregate of not less than \$4,000,000.
 - (b) Add the Corporation of the Township of Athens as an additional insured with respect to the operations of the Named Insured and provide a copy of the Certificate of Insurance to the undersigned
 - (c) The policy shall contain a provision for cross liability and severability of interest in respect of the Named Insured
 - (d) Non-owned automobile coverage with a limit not less than \$2,000,000 and shall include contractual non-owned coverage (SEF 96)
 - (e) Tenants' Legal Liability
 - (f) Products and completed operations coverage
 - (g) Broad Form Property Damage
 - (h) Contractual Liability
 - (i) Work performed on Behalf of the named insured by sub-contractors
 - (i) The policy shall provide 30 days prior notice of cancellation
- 3) It is understood that the Township or its duly appointed representative shall maintain the right to rescind the use of Centennial Park and terms of this agreement if there is reason to believe there is a non-compliance with this agreement and/or any Township bylaws and/or provincial regulations, or if the property is required for other purposes.
- 4) The Organization understands that public access to Centennial Park is for the enjoyment as permitted and facilitated.
- 5) The Organization shall defend, indemnify and save harmless The Corporation of the Township of Athens, its elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the organization, its directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way related to the delivery or performance of this Contract. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Organization in accordance with this Contract, and shall survive this Contract.
- 6) The Organization shall be responsible for developing and administering their own member agreement which must be signed by all individuals occupying the land for the purpose of their event. The member agreement shall include and adhere to the terms and conditions in this agreement.
- 7) It is agreed that the "organization/renters/users" shall not engage in any behaviour that results in damage to the property or that requires additional persons to manage. The signing officer(s) for the "/organization/renter" agree that they (and their club) are financially responsible for any repairs required as a result of misuse by their group.
- 8) In the case of a "seasonal agreement" the "organization/renters" shall inform the Municipal CAO, or designate at least one (1) week in advance of any changes that would result in the need for additional/less field time.

- 9) The Township of Athens (Municipal CAO, or designate) will inform seasonal users of the need to change their time at least one (1) week in advance. Every effort will be made to make up the time at a mutually agreed upon time.
- 10) The Township of Athens (Municipal CAO, or designate) will make every reasonable effort to have the facility fully functional for the agreed upon date. It is understood that the Township is not responsible in the case of loss of services (electrical/gas/water) in the case of equipment failure every effort will be made to have the facility running A.S.A.P.
- 11) The Township of Athens retains the right to change or cancel the agreements.
- 12) The municipality is not responsible for injuries to users of the facility and does not assume any responsibility for articles lost or stolen
- 13) The renter agrees to leave furnishings in the same condition as at the time of rental.
- 14) The facility must be cleaned, garbage in provided containers
- 15) The municipality will not be responsible for damage, loss or theft of equipment or clothing of any applicant or anyone attending on the invitation of the applicant.
- 16) Facility permits are valid for location, date and time specified only and may not be changed or altered. All additions or changes must be approved by both parties.
- 17) The renter shall be responsible for the conduct and supervision of all persons attending this event and shall see that all regulations contained in this permit are strictly observed.
- 18) The renter shall pay for all damages to the property of the municipality arising from the use of the facility where the renter is deemed responsible.
- 19) All property of the renter brought into the municipality premises must be removed after the event time has expired unless special arrangements for storage are made with the municipality.
- 20) The municipality reserves the right to cancel this agreement should there be a breach of conditions or regulations or should the municipality be of the opinion that the premises are not being used for the purpose specified on the application.
- 21) The individual or organization utilizing the facility is to provide proof of THIRD PARTY LIABILITY INSURANCE COVERAGE OF NOT LESS THAN Two Million Dollars (\$2,000,000.00) with **“the Township of Athens”** named as an additional insured.

I have read, understand and agree to abide by this partnership.

GROUP NAME: _____

IDENTIFY FIELD BEING RENTED OR USED: (SOCCER OR BASEBALL) _____

Days and Times agreed upon: (attach additional sheet or use back of form if needed) _____

Signing Officer(s) on behalf of above group/organization:

Please Print Name and Position: _____

Phone # : _____ **Signature:** _____

Please Print Name and Position: _____

Phone # : _____ **Signature:** _____

Signature designated on behalf of the Township of Athens:

613-924-2044

Date

If required: (insurance policy contact information: DUUO insurance – 1-833-981-3886 or PAL insurance – 1-800-265-8098)