



GENERAL PICNIC RESERVATION INFORMATION

Site	Maximum Capacity *	Number of Tables/Seating Capacity *
Paris Lion's Park – SC Johnson Picnic Shelter	75	10 – 6 foot tables / 60 people
Paris Lion's Park – Darin Ayres Pavilion	75	10 – 6 foot tables / 60 people
Paris Lion's Park – Open Picnic Area	100	15 – 8 foot tables / 90 people
Paris Firefighters Pavilion *limited availability	40	6 – 6 foot tables / 36 people
Green Lane Sports Complex Shelter	100	10 – 6 foot tables / 60 people
Burford Lion's Art Cadman Park Shelter	150	6 – 20 foot tables / 120 people
Dale Weatherbee Pavilion		Minimum of 2 tables; Maximum 6 tables
Mt. Pleasant Park Shelter	75	8 - 6 foot tables / 48 people
Sunny Hill Park Shelter	75	10 – 6 foot tables / 60 people
King William Shelter	50	50 people

Picnic Reservation Hours: 8:00 a.m. – 8:00 p.m.

Paris Lion's Park - 36 & 70 Laurel St.; Burford Lion's Art Cadman Park - 78 Maple Ave. N.; Dale Weatherbee Pavilion – 14 Potter Dr., Burford; Mt. Pleasant Park - 555 Burtch Rd.; Green Lane Sports Complex - 8 Green Lane, Paris; Sunnyhill Park - 87 Sunnyside Dr., St. George; King William, 52 King William St., St. George

**Site Specific Concerns Contact Number
519-44Brant (519-442-7268)**

Picnic/Park Use Rental Agreement

1. This Agreement encompasses the following Policies:

- Recreation Facility Booking Policy – Policy Number CSD-2015-02
- Sport Facility Allocation Policy – Policy Number CMS-2016-01
- Respect and Responsibility Policy – 2016
- Facility Cancellation Policy – October 1, 2017

I understand that by signing this document, I am subject to the above-noted policies. The Lessees(s) acknowledge that on the date of their event the most current version of any of the above policies will be applicable and is to be adhered to. The most current version of all policy can be found at www.brant.ca

2. Definitions

- Cancellation Request – a written request received by the Facility Booking Office.
- Lessee – entity renting space from the County of Brant
- Lessor – County of Brant as owner of rental spaces pertaining to this agreement
- Rental – a contract/permit that has been confirmed and paid for a specific date and time

Picnic/Park Rental Agreement

- Regular Season or Session – a specified period of time specific activities occurs throughout the year
- Rental Transfer – a date change for the same activity based on availability
- Time Slot – a specified rental period e.g. 1 hour of ice time, two hours for a soccer field

3. This agreement pertains to all Picnic areas booked through the County of Brant Community Services Facility Booking Office.

4. Lessee(s) must be at least 18 years of age and must be in attendance for the entire event.

5. All bookings should be made a minimum of one week in advance and all facilities are subject to availability. The permit is valid only for the date(s) and purpose (s) specified herein and is not transferrable.

6. The County of Brant Picnic Shelters/Areas shall generally be unavailable to book during picnic season, for statutory holidays and days when the municipality is closed. Those dates are Victoria Day, Canada Day, Civic Holiday Labour Day and Thanksgiving Day, unless otherwise directed.

Facilities will be open on National Day for Truth and Reconciliation if groups want to book that date the applicable statutory holiday surcharge of three (3) times the applicable rental rate will apply.

Rentals approved by Facilities Supervisor(s) and if applicable staff resources can be scheduled, which are held on a statutory holiday or on holidays declared by Council of the Corporation of the County of Brant shall be charged the approved rate plus a surcharge of three (3) times of the applicable rental rate. Facilities could have additional closure dates not outlined above due to staffing capacity or required maintenance.

7. Keys for Burford Lions Art Cadman Park are to be picked up and dropped off at the Burford Community Centre. Keys are to be returned on the Monday following the event. Please contact the facility staff at 519-449-5611 to arrange the pick up and drop off of keys. No key is required between June 1 to October 1 annually.

8. Alcohol, recreational cannabis and/or narcotics are NOT permitted in any area of the park. Special Occasion Permits may be permitted in parks upon a meeting with the applicable Parks and Facilities Supervisor and subject to all terms and conditions required.

9. A Special Event Advisory Team (SEAT) application could be required to be submitted for events. The SEAT application must be approved by the SEAT team prior to the event proceeding.

10. Those accessing County of Brant facilities must adhere to the Smoke Free Ontario Act, 2017. Smoking or vaping is no longer allowed at public owned outdoor sporting areas, spectator areas, sporting areas, children's playground or in public spaces within 20 meters of any point of the edge of these areas. Enforcement is conducted by the Grand Erie Health Unit. A person who contravenes a provision of the Smoke-Free Act is guilty of an offence and on conviction is liable to a fine.

Picnic/Park Rental Agreement

11. The Lessee agrees to take all reasonable steps to ensure that the event is carried on in a safe and orderly manner and to ensure the safety of all people attending or working at the event. The Lessee shall ensure the entry doors to the facility are monitored by event staff or volunteers.

11.1 Depending on circumstances, if deemed necessary the County may require the Lessee to engage paid security or take other agreed-upon action to ensure appropriate security for the duration of a scheduled event.

12. The conditions of any facility or portion thereof must be left in the same condition or state as when accepted for use. The Lessee agrees to place all garbage/recycling in the bags or containers provided and to clear tables and grounds of debris at the completion of the rental. County staff will be responsible for the garbage removal and cleaning tables prior to and after the rental.

13. Users must remain in the designated areas, as other groups may be using other sections of the same facility.

14. The County of Brant assumes no responsibility for personal injury or damage or for lost or stolen articles of permit holder, or anyone attending the function.

15. Certain facilities have additional rules and regulations specific to the type of activity. These rules and regulations, whether posted or verbal, must be followed as they pertain to safe, healthy, and proper use of the type of facility.

16. Non-licensed gambling or gaming activities are not permitted as per the Alcohol Gaming Commission of Ontario (AGCO), (e.g. Raffles, 50/50 Draws, Crown and Anchor, arms length of tickets). A license is required if you are selling raffle tickets to see if you have the lucky number to win a prize. Rental groups are not allowed to do any type of game and/or draw that would involve handing out, giving away and/or displaying alcohol as a prize. The only acceptable alcohol giveaway is gift cards for this type of draw prize. Examples of activities that are permitted include; Silent Auction, Trivia Contest, Loonie Toss, Hockey Shoot, Guess Amount in Jar, Hole in One Putting.

17. The use of sound equipment is not permitted at picnic areas/shelters, unless specific written approval is obtained from the County of Brant. The Lessee shall not play music or use amplified sound, whether recorded or performed unless authorized by permit and subject to the County of Brant Parks Use By-Law and the County of Brant Noise By-law.

18. The Lessee agrees to defend, indemnify and save harmless The Corporation of the County of Brant, its elected officials, officers, employees, and agents/contractors from and against any and all actions, causes of action, suits, claims, demands, costs, damages, expenses or losses which they may bear, suffer or be put to arising out of or in any way connected with this agreement, and the use of the County of Brant facilities. This indemnity shall survive this agreement.

19. The Lessee agrees to observe, comply with, keep and enforce all applicable laws and regulations, all insurance and related documents, and all rules, regulations and by-laws of the County of Brant and all departments, including but not limited to the Police and Fire Departments, as well as all provincial and federal rules and regulations, including but not limited to, those affecting sanitation, health, fire prevention, safety, noise and crowd control.

19.1. If approved, Lessees may bring their own personal propane BBQ for the duration of the event as per the Parks Use By-Law

19.2. No fires are permitted in any park / picnic areas as per the Parks Use By-Law.

Picnic/Park Rental Agreement

19.3 The Lessee shall comply, and ensure all guests comply, with any and all terms of use for the facility, as the County may impose from time to time. Without limiting the generality of the foregoing, the Lessee acknowledges that animals (except service animal, as defined in the Parks Use By-Law 225-04) are not permitted at the facility without the express written consent of the County.

20. Failure to comply to the County of Brant rules and the Picnic/Park Rental Agreement may result in immediate cancellation of the permit the cancellation of any future permits for facility use. Any individual or group using any facilities assumes full liability for ANY AND ALL DAMAGES resulting from such use, and the user agrees to indemnify the County of Brant for the complete cost of damages described above. If an event is shut down for non-compliance no refunds will be issued by the Lessor.

20.1 Lessee shall be responsible for all damages caused to but not limited to the building, grounds, chattels, furnishings, or equipment belonging to the County of Brant, as a result of malicious damage or acts of vandalism as may have been perpetuated by members of the group before or after the rental period. Any repairs that are required as a result of damages will be invoiced to, and be the responsibility of, the Lessee and must be paid in full. Failure to pay the invoice forthwith may result in the contract being suspended until paid and future requests being denied. Frequent or significant damages by any Lessee shall result in having their renting privileges revoked.

21. A copy of the Lessee's Certificate of Insurance shall be submitted at least two weeks prior to the first date booked for review and approval by the County prior to your event date. If purchased through the County of Brant third party provider, it will be added to your permit at an additional cost.

It is the responsibility of the Lessee to ensure all information related to their event provided to the facility booking office is accurate and current. The lessee acknowledges that any inaccuracies to the provided information could result in termination of their rental or improper insurance coverage for their rental.

22. The Lessee shall not use of any special apparatus such as, but not limited to; smoke machines, bouncing castles, tents, scissor lifts/skyjacks, and pyrotechnics, etc. without the prior approval of the Facility Supervisor and/or designate. Any additional requirements for the use of such apparatus (e.g. insurance, CSA approval, building permits) must be pre-arranged, agreed upon and followed by the Lessee.

23. The sale of food is prohibited unless a vendor's permit is obtained through the County of Brant.

24. Cancellations (excerpt from the Facility Cancellation Policy, 2017):

4.4.1 Rentals cancelled due to inclement weather may be re-scheduled to another date based on availability, free of charge. Please contact the Facility Booking Office 519-442-1944 OR 1-888-850-2066 or facilitybooking@brant.ca to re-schedule.

4.4.2 Rentals will be permitted to cancel the permit if notice is received 30 days prior to the rental date. A \$15 cancellation administration fee will be charged.

4.4.3 Rental cancellation requests received less than 30 days will not receive any refund.

4.4.4 A \$15 cancellation fee will apply for daily rentals at the Amphitheatre.

5.0. Procedure

5.1 The customer shall submit in writing a cancellation request.

5.2 The Facility Booking staff shall attempt to re-schedule the event and amend the permit.

5.3 The applicable cancellation fee will be applied and the refund request issued.

5.4 If facility rental time is returned to the County after a contract is signed due to insufficient registration or regular attendance is deemed to be a financial hardship on a group or individual, the situation will be evaluated by the applicable Director and a fair cancellation fee will be determined.

Picnic/Park Rental Agreement

Cancellation of a contract, in whole or in part, that includes a series of bookings and which does not meet the cancellation and refund criteria established in this policy must be approved by the General Manager of Community Services and/or Corporate Services. A negotiated cancellation fee will be applied at the discretion of the General Manager of Community Services.

5.5 The Corporate Services department will issue the refund by cheque or electronic funds transfer.

25. Health & Safety Conditions

25.1. The Lessee acknowledges that there are health and safety matters that are outside of the County's control. The Lessee acknowledges that such health and safety concerns may require the County to, without notice, alter the terms and conditions of the permit, terminate this Agreement, and/or close County of Brant facilities. Upon receipt of any written notice, the Lessee shall forthwith comply with any and all newly amended, and/or additional terms as required by the County. Upon discovery of non-compliance with any term of this provision or any provincial order shall result in immediate termination of this Agreement and the Lessee's right to use the County of Brant Facility. The County of Brant shall not be responsible for any losses or damages (including but not limited to special, consequential, incidental, direct, or indirect) to the Lessee from any alteration or termination of this Permit.

25.2 The Lessee is responsible to ensure any and all Public Health directives and provincial orders, as applicable, are being strictly adhered to by the Lessee and all of the Lessee's invitees, guests, spectators and participants. Without limiting the generality of the foregoing, the Lessee is responsible for cleaning, sanitizing or disinfecting touch points.

I have read, understood and agree to rent the Facility on the Dates and Times and for the intended purposes as indicated, and to pay the fees and to ensure compliance with the Terms and Conditions contained herein and attached hereto.

Lessee Printed Name _____

Signature of Lessee: _____ **Date:** _____