



Parks, Forestry & Recreation

Toronto City Hall
100 Queen Street West
Toronto, ON M5H 2N2
Fax: (416) 392-1551

PERMIT

Printed: Feb 27, 2013, 01:02 PM

PERMIT Is *NOT* Transferable To Any Other User, Park, Location Or Date

Date: Feb 27, 2013
Contract #: 2570028

User: ebiniol1
Status: Firm

Release, Waiver and Indemnity - The Permit Holder, for itself, its heirs, executors, administrators, successors and assigns hereby releases, waives and forever discharges the City of Toronto, its employees, agents, contractors, consultants, representatives, elected and appointed officials, successors and assigns (all of whom are called the "City Indemnities") of and from any and all claims, demands, losses, damages, costs, actions and other proceedings whatsoever, whether in law, statute or equity, in respect of death, injury, loss or damage to the Permit Holder or property, howsoever caused, except to the extent caused by or attributable to the negligent or intentional acts of the City of Toronto or those for whom the City is at law responsible. The Permit Holder further agrees to indemnify and save harmless the City Indemnities from and against any and all liability incurred by any or all of them arising as a result of, or in any way connected with the issuance of this Permit, except to the extent such liability arises from or is attributable to the negligent or intentional acts of the City Indemnities or those for whom the City is at law responsible. This Permit is made subject to the conditions on the reverse side which are subject to change, and the Permit Holder agrees to comply with those conditions and to ensure compliance by his or her members and participants.

By signing this form, I acknowledge that I have read and that I understand this form, and I agree to be bound by its contents.

Jim Hart, General Manager

Customer Service Manager

Authorized Signature of Group/Organization

(If not a Legal Entity, Signature of Individual(s) Assuming Personal Responsibility)



GENERAL INFORMATION

The Permit Holder agrees to use the Permit Location for the purpose which is stated on the reverse side of this permit. The Permit Holder agrees to preserve order during the period of occupancy and to abide by all Federal, Provincial and Municipal laws, by-laws, policies and regulations, and any other conditions which may be set out by the City of Toronto.

The Permit Holder agrees to be responsible for the discipline of persons in attendance at the Permit Location.

The sale or consumption of alcohol requires authorization from the General Manager of Parks, Forestry & Recreation and a Special Occasion Permit issued by the Liquor Licence Board of Ontario. All servers must be certified through S.I.P. or SMARTSERVE. Permit Holders with Special Occasion Permits are also required to obtain single event liability insurance in the amount of \$2,000,000 per occurrence and to name the City of Toronto as additional insured. Permit Holders are required to follow all regulations as described in the Municipal Alcohol Policy.

Zero Tolerance Alcohol Policy-Any unauthorized use of alcohol in city facilities can result in the immediate cancellation of the permit(s).

Zero Tolerance Workplace Violence - will result in the immediate cancellation of the permit(s).

The Permit Holder must notify the Parks, Forestry & Recreation Division if the media are invited to the event. The media must not interview, photograph or film Division staff or other facility users, without the prior written consent of the Department and groups involved.

Unless authorized by this permit, no person shall place, install or erect any temporary or permanent tent, building, fence or structure in any park. Please do not erect signs or affix them to any tree, fence pole, building or structure.

Keep our facilities clean and safe. The Permit Holder is responsible for the removal of all waste and recycling following a permitted event. The Permit Holder will be charged additional clean up fees following the event, if the facility is left unclean and or additional clean up is deemed required by City staff. The City of Toronto prohibits the sale and distribution of bottled water at City civic centres, facilities and park spaces. For more information on the ban, including a list of exempted parks and facilities, see the City's web site at

http://www.toronto.ca/parks/permits/general-information/water_bottle_ban.html

There is absolutely no subletting of City Facilities. Permit Holders who sublet a City of Toronto facility risk their permit being cancelled immediately and will jeopardize all future permitted time with the City of Toronto.

The City of Toronto is not responsible for the loss or theft of any items.

All City of Toronto Facilities provide smoke-free environments. Smoking is prohibited.

Sale of Merchandise, Trade or Business

Unless authorized by permit, no person shall, while in any park or facility, sell or offer or display for sale:

- (a) any food, drink or refreshment;
- (b) any goods, wares, merchandise or articles including promotional material, souvenirs and novelties; and/or
- (c) any art, skill, service or work.

Permits and Licenses

The issuance of this permit shall not relieve the Permit Holder from the necessity of acquiring any other licence or permit required for the permit activity from any governmental or public authority.

On the day of the event(s), the Permit Holder must have a copy of the permit for the allotted time, to provide to City staff when requested.

Payment

The Permit Holder agrees to pay all fees based on the payment method identified on the reverse.

The Permit Holder with any outstanding fees owing to Parks Forestry & Recreation will not receive future permits until payment is made.

Cancellation

The Permit Holder understands and agrees that the Permit may be cancelled at any time by the City of Toronto and that in the event of such cancellation there will be no claim for any loss, damage or expense whatsoever. All seasonal allocated indoor ice that is not required by the Permit Holder must be returned to the City prior to the end of June for the following season.

There are no refunds for cancellation of spot or seasonal ice or outdoor park permits, unless the City is able to re-sell the permitted time. If the City is able to re-sell the permitted time, an administrative cancellation fee will apply.

There are no refunds for outdoor parks and artificial Ice rink permits due to inclement weather.

All other cancellations by the Permit Holder must be received three weeks prior to the permit event date and are subject to cancellation fees.

Weather

When using outdoor facilities, Permit Holders should be aware of the potential hazards of inclement weather, particularly thunder and lightning. Permit Holders are required to take all reasonable steps to ensure the safety of all permit participants during potentially dangerous weather, including the postponement or cancellation of games or events if appropriate given the weather conditions.