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Schedule "A"



London CANADA

FACILITY RENTAL CONTRACT AND INVOICE
THE CORPORATION OF THE CITY OF LONDON

THIS IS A STANDARD FORM AGREEMENT- TERMS CANNOT BE
ALTERED WITHOUT THE APPROVAL OF MUNICIPAL COUNCIL

Contract#: [REDACTED]
Date: [REDACTED]
HST #: [REDACTED]

User: [REDACTED]
Status: [REDACTED]

The Corporation of the City of London (the "City") grants City of London, Parks & Recreation (the "Licensee") a license to use the Facilities set out herein, for the purposes set out herein, during dates and times set out herein, subject to the Terms and Conditions contained herein, and the Licensee agrees to pay the fee(s) set out herein.

i) Purpose of Use

[REDACTED]

ii) Conditions of Use

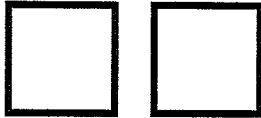
[REDACTED]

iii) Date(s) and Time(s) of Use

#of Bookings: 0

Starting:
Ending:

Expected: 0



Schedule "A"

User: [REDACTED]

Facility Rental Contract

Contract#: [REDACTED] - Sign and return
Date: [REDACTED]
HST #: [REDACTED]

User: [REDACTED]
Status: [REDACTED]

v) Payment Schedule

Rental Fees	Extra Fees	Tax	Rental Total	Paid to Date	Current	Balance
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]		[REDACTED]

This contract is your invoice. Please note that amounts are due according to the schedule shown on this contract.

Invoice
Parks and Recreation
P.O.Box 5045
London, Ontario N6A 4L6
Phone: 519-661-5575
Fax: 519-661-5607

Balance of rental due and payable immediately.

Future Balance [REDACTED]

vi\ Payment History



Schedule "A"

Facility Rental Contract

User: [redacted]

Contract#: [redacted] -Sign and return

User: [redacted]
Status: [redacted]

Date: [redacted]

HST #: [redacted]

TERMS AND CONDITIONS - PLEASE READ CAREFULLY

1. The Licensee acknowledges it has read this Contract, understands it and agrees to be bound by its terms and conditions.
2. WHERE THE LICENSEE IS NOT A CORPORATION, THE LICENSEE UNDERSTANDS THAT **THE LICENSEE IS LEGALLY OBLIGATED UNDER THIS CONTRACT IN HIS/HER PERSONAL CAPACITY.**
3. The Licensee shall supervise and be responsible for all members of the group affiliated with the Licensee and any person for whom the Licensee is at law responsible, including invitees ("Licensee's Group").
4. **INDEMNIFICATION:** The Licensee shall protect, defend, indemnify and save the City and each of its officers and employees harmless from all claims, actions, suits, demands, losses, proceedings, fines or penalties, including any costs and expenses incurred by the City thereby, for loss, damage, or injury, including death, to any person or persons and to any property arising in connection with the use of the Facility as a result of any act or omission of the Licensee or the Licensee's Group.
5. The Licensee shall not assign this Contract nor sublicense the Facility without the prior written consent of the City.
6. The Licensee shall abide by and obey all laws, by-laws, rules and regulations of the City, the Province of Ontario and the Government of Canada.
7. The Licensee shall ensure that:
 - (i) the number of persons using the Facility does not exceed its approved capacity;
 - (ii) the use of the Facility at all times conforms with all Federal and Provincial laws and regulations, City by-laws, City policies, and City rules;
 - (iii) vehicles parked on Facility grounds, are located in designated parking areas only;
 - (iv) no changes or alterations are made to the Facility without the written approval of the City;
 - (v) there is no drinking of alcohol or open containers of alcohol in non-licensed areas;
 - (vi) there is no smoking or use of tobacco in any form in the Facility;
 - (vii) there is no posting or displaying offensive material;
 - (viii) there is no use of open flames (except for small cake candles, and candles in containers that are approved by the General Manager);
 - (ix) there is no use of pyrotechnics or fog machines;
 - (x) the Facility is used only for the Use(s) set out above;
 - (xi) No person shall provide goods or services with respect to the playing of a lottery scheme for which a licence is required or hold himself, herself or itself out as providing those goods or services, nor for a game of chance conducted and managed by the Ontario Lottery and Gaming Corporation or for any other business operated by, or on behalf of, or under contract with the Ontario Lottery and Gaming Corporation operated in conjunction with such a game of chance unless,
 - (a) the person is registered as a supplier; and
 - (b) the person is providing those goods and services to a licensee, to Ontario Lottery and Gaming Corporation, or a registered supplier;
 - (xii) there is no inappropriate activity, as determined in the sole opinion of City staff.
8. THE LICENSEE SHALL INSPECT THE FACILITY PRIOR TO USE TO ENSURE SAFE CONDITIONS. The Licensee shall not use a Facility if it is unsafe, and shall ensure that no person in the Licensee's Group shall use a Facility if it is unsafe. The Licensee shall immediately report any unsafe conditions to the City. The Licensee acknowledges that the City has not provided any representation or warranty or other assurance regarding the suitability of the Facility for use by the Licensee.
9. A damage deposit may be required at the sole discretion of the City. The Licensee shall be responsible for any damage to the Facility or other City property as a result of any act or omission of the Licensee or the Licensee's Group and, in the event of such damage, to pay the City's costs of repairing damage, plus an administration charge of twenty percent (20%) of damage, in such amount as is determined by the City. Minimum administration charge for damage is \$50.00.
10. The Licensee shall place all refuse in garbage bags or receptacles. Where the City deems additional cleaning necessary, the Licensee shall pay to the City a Clean-up Charge in such reasonable amount as is determined by the City.
11. Where alcohol is to be served, the Licensee agrees to Special Conditions regarding an AGCO Special Occasion Permit:
 - (i) the Licensee shall abide by and obey the City's Alcohol Risk Management Policy;
 - (ii) the Licensee shall ensure all alcoholic beverages are NOT SERVED AFTER 1:00 a.m.;
 - (iii) SOPs must expire no later than 1:00 a.m. and the LICENSEE SHALL ENSURE THAT THE FACILITY IS COMPLETELY VACATED BY 1:30 A.M. FAILURE TO VACATE BY 1:30 A.M. WILL RESULT IN ADDITIONAL HOURLY CHARGES FOR THE USE OF THE FACILITY, WITH A MINIMUM LATE CHARGE OF \$100.00.
12. **INSURANCE:** The Licensee agrees:
 - i) to take out with an Insurer licensed to carry on business in Ontario, at the expense of the Licensee, a policy of general liability insurance acceptable to the City providing a minimum limit of Two Million Dollars (\$2,000,000.00) per occurrence exclusive of costs, against loss or damage resulting from bodily injury to or death of one or more persons and loss of or damage to property arising in connection with the use of the Facility as a result of any act or omission of the Licensee or



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Facility Rental Contract

User: [redacted]

Contract#: [redacted] - Sign and return

User: [redacted]

Date: [redacted]

Status: [redacted]

HST #: [redacted]

the Licensee's Group. Where required by the City such policy shall name the City as an ADDITIONAL INSURED and the Licensee may be required to provide evidence of the policy on a certificate acceptable to the City three weeks before the use, and

ii) that the City reserves the right to request such higher limits of insurance or other types of policies appropriate to this License as the City may reasonably require.

13. The Licensee agrees to any other Special Conditions.

14. If the Licensee cancels the booking of a sport field, gymnasium, ice pad, court, meeting room, pool, birthday party, picnic site or multipurpose room, at the City's option the Licensee may be required to pay for the booking unless the Licensee notifies the City of same in writing at least two (2) weeks prior to the date of use. Hall rentals and other social function rentals must be cancelled at least two (2) months prior to the event date; otherwise the Licensee will forfeit the non-refundable deposit as set out in the conditions on the contract. Refunds processed are subject to administrative fees.

15. The Licensee agrees and acknowledges:

(i) The City shall not be liable for any damage to or loss of any property belonging to the Licensee or Licensee's Group;

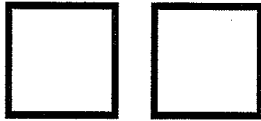
(ii) The City may adjust the amount of the Fees if information provided by the Licensee changes or was incorrect;

(iii) The City, in its sole discretion and acting reasonably, reserves the right to cancel this Contract or any reserved times. Any deposit or fee paid for the cancelled booked times shall be refunded to the Licensee. The City will endeavour to provide reasonable notice of cancellation. In the event of cancellation, the City shall not in any way be liable to the Licensee or the Licensee's Group; and

(iv) Any breach of the terms of the Contract by the Licensee or any members of the Licensee's Group may, at the City's sole discretion, result in immediate termination of the Contract by the City and forfeiture of any funds held by the City. However, such termination shall not limit or restrict any other rights or demands the City may have under the Contract.

16. The Licensee must return a signed copy of this Contract to the City prior to the first use of the Facility. A facsimile copy of the Licensee's signature shall be sufficient and binding.

17. This Contract may be executed in any number of counterparts with the same effect as if all parties had signed the same document. All counterparts shall be construed together, and shall constitute one and the same Contract.



Schedule "A"

Facility Rental Contract

User: [REDACTED]

Contract#: [REDACTED] -Sign and return

User: [REDACTED]

Date: [REDACTED]

Status: [REDACTED]

HST #: [REDACTED]

The Licensee acknowledges it has read this Contract and agrees to be bound by this Contract including its items and conditions.

Licensee:

Licensee's Signature**: _____

Date: _____

Print Name of Licensee: _____

Licensee's Signature**: _____

Date: _____

Print Name of Licensee: _____

**If Licensee is a corporation: 1/We have authority to bind the corporation

THE CORPORATION OF THE CITY OF LONDON

Signature: _____

Print Name: _____

Title: _____

Date: _____

The personal information collected on this form is collected under the authority of the *Municipal Act, 2001* and the *Liquor Licence Act* and will be used for administrative purposes related to processing a licence application for use of a City of London facility or space. Questions about this collection should be addressed to the Manager, Customer Service, at Market Tower, 151 Dundas Street, London, ON N6A 4L6. Tel:519-661-5575