

**From:** Website Committee <[webcommittee@thebluemountains.ca](mailto:webcommittee@thebluemountains.ca)>

**Sent:** Friday, May 19, 2023 8:53 AM

**To:** Committees EA <[committeesea@thebluemountains.ca](mailto:committeesea@thebluemountains.ca)>

**Subject:** Webform submission from: Executive Assistant Committees of Council

**Name:**

Caitlin Roach

**Email:**

[REDACTED]

**Phone:**

[REDACTED]

**How can we help you?**

Hello! I am a teacher at Beaver Valley Community School and have been asked by several intermediate students (grade 7/8) to run another session of after-school pickleball club this Spring. We did this in the Fall of 2022 as well, and it was a huge success. I am hopeful that you will consider waiving the court rental fees, as this activity is benefiting local youth. Attached you will find the contract with the town that outlines cost and dates. Please do not hesitate to reach out if you have any questions or require additional information. On behalf of the students, staff and families of BVCS, thank you in advance for your consideration of this request! Caitlin Roach



# Facility Rental Contract

## Outdoor Pickleball/Tennis Courts

Contract Number: L - 2023 - 22

Receipt #: \_\_\_\_\_  
For Office Use Only

### Applicant Information

Name: Caitlin Roach

League Name: Beaver Valley Community School

Phone Number: 519-599-5991

Email Address: [REDACTED]

### Rental Information

Rental Type	Month	Courts	Number of rental days per Month	Number of Hours per rental	Total hours of usage (based on 1 court)
Cost per court per hour: \$10.00 plus HST	May	3	1	1	3
	June	3	4	1	12
	July				
	August				
	September				
		Total:			15 hours

### Locations:

Pickleball:

Tomahawk: Courts 2, 3, 4

NOTES: Court 2, 3 & 4 on Fridays from 3:30 – 4:30 pm on the following:

May 26

June 2, 9, 16, 23

### Cost:

Total Number of Hours	15
Cost per Rental (including HST)	\$ 11.30
Total Cost (including HST)	\$ 169.50

**Applicants will not be charged for cancellations due to unfavourable weather conditions, such as unusual weather patterns, heavy rain, lightening or thunder conditions and flooding. It is the responsibility of the applicant on this contract to inform Town staff in writing if the rental was cancelled due to weather. If no communication has been received by Town staff, the applicant will be charged as per this rental contract.**

### **Insurance:**

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1. The Town of The Blue Mountains has purchased insurance liability coverage on the Applicant's behalf if the Applicant's event is considered to be low risk. The Liability Coverage provides insurance against claims that may arise out of social gatherings, general meetings and other low risk types of facility use. Coverage will only be in place where the facility is rented and is specific to the event described in this agreement. In the case of a claim in relation to this rental, the person who has signed this agreement will be responsible for the \$1,000 deductible of the Insurance policy.
2. Activities such as, but not limited to, tournaments, festivals, contact sports and events including the sale or consumption of alcohol, will require the Applicant to provide a Certificate of Insurance naming the Town as an additional insured. More information on the types of coverage and how to obtain coverage can be found on page 5.

### **Single Use Plastics**

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Single use plastics are not permitted to be used in any Town facility.

### **Contract Conditions**

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The Applicant and the Town hereto mutually agree to the following terms and conditions:

1. **The Town:**
  - a) Is not responsible for any items or articles or property belonging to the Applicant or players of any league brought into or onto the premises.
2. **The Applicant:**
  - a) Is fully responsible and liable for any damage to the facility during the period when occupied by the Applicant.
  - b) Acknowledges that all fees must be paid, and the contract and user safety plan must be signed and returned to the Town to secure the rental.
  - c) Agrees that the Town will endeavour to provide a quality facility upon any booking thereof, but the Town has no liability or responsibility whatsoever for events or occurrences beyond the control of the Town that may affect or result in cancellation of a booked event.
  - d) Agrees to comply with Town regulations and conditions for facility use including alcohol provisions and no smoking.
  - e) Acknowledges and agrees with the following rental conditions:
  - f) Smoking and vaping are prohibited in the facility as well as within 20 meters of the property line and any infractions will result in loss of the facility rental without refund for the renter and the league.

- g) The unauthorized consumption of alcohol, without an approved Special Occasion Permit, is prohibited within or on the grounds of the facility and any infractions will result in loss of the facility rental without refund for the renter and the league.
- h) Agrees to rent the facility for the charge as listed under total cost on page 1 of this contract, **No Refunds for Cancellations.**
- i) Acknowledges and agrees that my attendance and use of the Town's facility may involve the risk of property damage and/or serious injury including the possibility of exposure to, and illness from, infectious and communicable diseases such as COVID-19;
- j) Acknowledges and agrees that I am aware of inherent risks related to the contraction of COVID-19 and hazards that might result from my attendance at the Town's facility and, through my use of the Town facility, voluntarily, knowingly and freely assume all such risks including, but not limited to, risks resulting from my own actions or inactions, the actions or inactions of others or their staff and/or volunteers, falls, injuries, illnesses, infections, diseases, death, and navigating any and all obstacles and any defections of the Town's facility;
- k) Notwithstanding the above, I understand that the Town will take all reasonable steps to protect me from the above referenced risks.
- l) Releases, waives and forever discharge the Town, its elected officials, officers, agents, contractors and employees of and from all claims, demands, damages, costs, expenses, actions and causes of action in respect of death, injury, loss or damage to persons or property except if caused and notwithstanding that the same may have been contributed to or occasioned by the negligence of any of the foregoing.
- m) To further undertake to hold and save harmless and agree to indemnify the Town and all of the aforesaid 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 use of the facility noted before for which permission has been granted.

The following documents must be attached to and comprise part of this Rental Contract:

☒ Certificate of Insurance, naming the Town as an additional insured, if applicable

**I have read and reviewed the aforementioned Rental Agreement and agree with the terms and conditions thereof:**

Applicant (ab

Date

May 18/23

Town Representative

Date



### The Corporation of the Town of The Blue Mountains' Low Risk Facility Users Policy

As a renter of The Corporation of the Town of The Blue Mountains' facility, the Town has purchased insurance coverage on your behalf through Aon Risk Solutions if your event is considered low risk.

You do not qualify as a low risk user with the Town of The Blue Mountains if your activities are classified as or include any of the following characteristics:

- Tournaments
- Leagues
- Camps
- Festivals
- Parades
- Contact sports
- Events including the sale or consumption of Alcohol
- Fireworks
- Motorsports
- Inflatable Apparatus (bouncy castles, slides etc.)
- Extreme sports (including BMX biking, off road mountain biking, skateboarding)
- Watersports (including canoeing, kayaking, snorkeling, scuba diving)

#### Insurance Requirements if you do not qualify:

If you are not considered a low risk user, you are required to provide a Certificate of Insurance, naming The Corporation of the Town of The Blue Mountains as an additional insured.

The certificate must evidence the following:

- General Liability coverage with a limit of no less than of \$5m
- Include Personal and Advertising Injury Liability
- Include Voluntary Medical Payments for each person and each accident
- Tenants Legal Liability coverage with a sub limit of no less than \$250,000

#### How to obtain coverage through Aon's Event Insure:

Aon is pleased to provide an online solution to those that do not qualify as a low risk user through our new website. Simply go to the website listed below, select "Apply for Coverage," and follow the instructions.

<http://programs.aon.ca/content/event-insure/home-en.html>

The website allows the user to apply, receive a quote, and pay instantly with their credit card. A proof of insurance naming The Corporation of the Town of The Blue Mountains as an additional insured will be provided instantly and can be emailed directly to the appropriate municipal staff.

Aon Risk Solutions  
20 Bay Street | Toronto, Ontario M5J 2N9 | Canada  
t +416.868.5530 f +416.868.5580 | aon.ca  
Aon Reed Stenhouse Inc.