

**From:** Web Committee <[webcommittee@thebluemountains.ca](mailto:webcommittee@thebluemountains.ca)>  
**Sent:** Thursday, May 2, 2024 10:54 AM  
**To:** Community Services Administration <[csadmin@thebluemountains.ca](mailto:csadmin@thebluemountains.ca)>  
**Subject:** Webform submission from: Facility Rental Information > Content rows

**Name**

Caitlin Roach

**Organization**

Beaver Valley Community

**Phone Number**

[REDACTED]

**Email Address**

[REDACTED]

**Facility**

Pickleball Courts

**Requested Date**

2024-05-02

**Requested Time**

15:30

**Event Description**

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 and the Spring 2023 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.

I am hoping for a Monday after school timeslot of 2 courts, but can be flexible, depending on availability. It would only be from opening date of the courts until the week of June 23rd.

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!

The dates would be:

-May 27<sup>th</sup>

-June 3<sup>rd</sup>

(NOT June 10th)

-June 17

-June 24

Caitlin Roach

**Expected Attendance**

8



# Facility Rental Contract

## Outdoor Pickleball/ Tennis Courts

Contract Number: 2024 - 36

Receipt #:

For Office Use Only

### Applicant Information

Name: Caitlin Roach

Organization: Beaver Valley Community School

Phone Number:

Email Address:

### Rental Information

#### Tomahawk Outdoor Pickleball Courts

Pickleball Court	Cost/Game	Cost/Hour Incl HST	Date	Start Time	End Time	Number of Hours
Court 2	\$10.00	\$11.30				
Court 3	\$10.00	\$11.30	See Dates Listed Below	4 pm	5 pm	4
Court 4	\$10.00	\$11.30				4

#### Courts 3 & 4 on Monday's May 27, June 3, June 17 & June 24

Total number of hours based on 1 court, \$10 per court/per hour (2 courts per rental for 1 hour = \$20 per rental. 4 days x \$20 = \$80 plus HST

#### Cost:

Number of Hours	8
Cost per Hour (excluding HST)	\$ 10.00
Cost for total hours (excluding HST)	80.00
HST	10.40
Total Cost (including HST)	\$ 90.40

Total costs include HST. Payment options include cash, cheque, debit or credit card (Mastercard or Visa). Payments can be made at the Town Office. Payment also accepted over the phone with a credit card. Cheques can be mailed to 32 Mill Street Box 310 Thornbury, ON N0H2P0.

## 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 (able to bind the organization)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Town Representative

\_\_\_\_\_  
Date