

Facility Agreement

Sudbury Sport and Social Club

Contract #: 595524
Status: Firm
Date: 22 May 2019
User: 259723

The City Of Greater Sudbury hereby grants Sudbury Sport and Social Club (hereinafter called the "Permit Holder") permission to use the Facilities as outlined, subject to this Facility Permit, including the Standard Terms and Conditions attached to this document and any schedules attached hereto all of which form part of this Permit. This Permit is not transferable to any other user.

- i) **Purpose of Use** Playfield Rentals
 SSSC Soccer and Flag Football 2019
- ii) **Conditions of Use**

INSURANCE:

The Permit Holder covenants and agrees to be bound by all the rules and regulations as may be established by the City of Greater Sudbury and the Permit Holder's affiliated organizations to govern the usage of the Facility and all activities conducted therein.

FACILITY USE PERMIT:

Prior to the use of any Facility, this Permit must be signed by both parties.

- (1) For Season users, the Permit must be signed and returned with league schedules by Victoria Day, indicating the number of participants;
- (2) For Event Hosts, the Permit must be signed and returned by Victoria Day. Event schedules must be submitted 14 days prior to the first booking for the event;
- (3) All other users must sign and return the Permit immediately to confirm a booking.

Any amendments to this Permit are subject to the Standard Terms and Conditions outlined in the original Permit. The Permit Holder acknowledges and understands that Association/Board/Governing Body/Organization liability insurance coverage responds ONLY for the use of the Facility for an Association/Board/Governing Body/Organization sanctioned event. Evidence of alternate insurance coverage will be required for any use of the Facility for a non sanctioned event.

PAYMENT FEES/DUE DATES:

- (1) General Bookings: Fees are payable in full at the time of reservation (including events);
- (2) Season Bookings: The Permit Holder must submit a league schedule to the Facility Booking Clerk, indicating the number of participants 2 weeks prior to the first scheduled use. Fees are payable in equal monthly installments, the first payment due the 1st day of the month in which the first use occurs (including events). Post dated cheques/pre-authorized monthly billing against credit cards must be provided before use;
- (3) Youth Association Bookings: The Permit Holder must submit a league schedule to the Facility Booking Clerk, indicating the number of participants. At this time, the fees for the season will be added to the Facility Agreement. Fees are payable 2 weeks prior to the first scheduled use with an account reconciliation occurring by November 1st of each year.

Interest will be charged at the rate of 1.25% per month on all overdue accounts.

CANCELLATIONS:

- (1) From Victoria Day to August 31, groups will be permitted to cancel field time with 7 days written notice;
- (2) When the Permit Holder is not able to utilize the fields due to inclement weather, the Permit Holder must notify the Facility Booking Clerk by the end of the calendar month of the unused field time;
- (3) When the City does not intend to prepare the fields due to inclement weather, the Permit Holder will be notified within 3 hours prior to the booking start time, that the fields are unplayable;
- (4) Event cancellations must be received 30 days in advance of the first use and the Event Host Association must pick up their allocated field time made available by this cancellation.

If notice to cancel, as outlined above, is given, the Permit Holder will be refunded any monies paid to the City for these bookings and they shall have no claims against the City as a result of these cancellations.

Facility Agreement

GENERAL:

- (1) Youth groups receiving the Youth facility subsidy and not using allocated times will be invoiced the full unsubsidized price and will lose their right to that space.
- (2) Rental of field time is based on 1.5 or 2 hour blocks;
- (3) Permit Holders are to adhere to the City of Greater Sudbury's Noise By-Laws;
- (4) Failure to comply with the City's By-Law 2002-209 "Municipal Alcohol Policy" will result in a facility suspension and potential loss of field privileges. The City of Greater Sudbury has a Zero Tolerance policy;
- (5) Special Event Permit Holders requiring a field house are responsible for the set up, ensuring that the premises are left clean upon departure and are fully responsible for all damage/vandalism that may occur during their Event;
- (6) Special Event Permit Holders are responsible for supplying their own extension cords and additional tables and chairs. The City of Greater Sudbury will provide garbage cans, garbage bags and access to electrical outlets;
- (7) Special Event Permit Holders must consult Building Controls for permits and inspections regarding additional structures such as tents or inflatable play structures;
- (8) When using a facility with an operating canteen/concession, Special Event Hosts must notify the canteen/concession operator prior to the selling of any products that would be in conflict with items available at that canteen/concession;
- (9) The City is not responsible for lost or stolen items;
- (10) It is recommended that all users wear full CSA approved equipment.

The City will take every measure to accommodate all groups' requests and needs, however:

- (11) The City does not guarantee the renewal of annual field time and will not be held responsible for any failure to provide space due to circumstances beyond its control.
- (12) Loss of facility space due to unforeseen circumstances (i.e. maintenance, closures) following the initial facility distribution will be

iii) Notes

iv) Date and Times of Use # of Bookings: 26 Starting: Mon 03 Jun 19 06:00 Ending: Tue 03 Sep 19 11:00 Expected: 0

iv) Additional Fees

Extra Fee - Bookings	Hours	Quantity	Charge
Field-Light Charges Ball Fields			

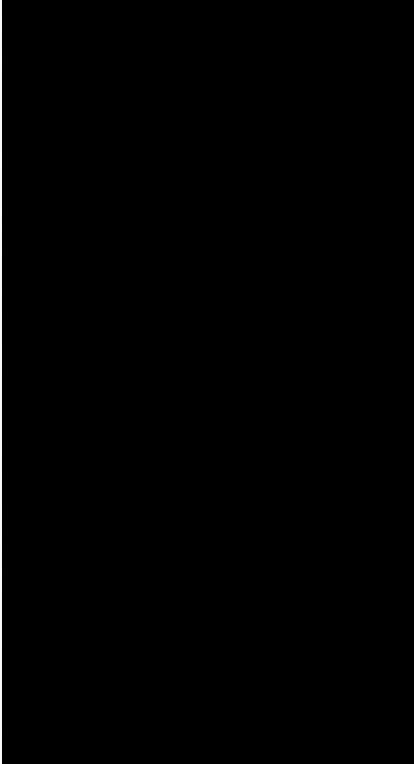
v) Payment Method

Rental Fees	Extra Fees	Tax	Rental Total	Damage Deposit	Total Applied	Balance	Current

vi) Other Information

Facility Agreement

Attachment # 1 - Dates and Times of Use

Facility	Day	Start Date	Start Time	End Date	End Time	Fee	Extra Fee	Tax	Total
James Jerome Sports Complex - Artificial Turf Field									
	Mon	03 Jun 2019	08:00 PM	03 Jun 2019	11:00 PM				
	Tue	04 Jun 2019	08:00 PM	04 Jun 2019	11:00 PM				
	Tue	11 Jun 2019	08:00 PM	11 Jun 2019	11:00 PM				
	Wed	12 Jun 2019	09:00 PM	12 Jun 2019	11:00 PM				
	Mon	17 Jun 2019	08:00 PM	17 Jun 2019	11:00 PM				
	Tue	18 Jun 2019	08:00 PM	18 Jun 2019	11:00 PM				
	Mon	24 Jun 2019	08:00 PM	24 Jun 2019	11:00 PM				
	Tue	25 Jun 2019	08:00 PM	25 Jun 2019	11:00 PM				
	Tue	02 Jul 2019	08:00 PM	02 Jul 2019	11:00 PM				
	Mon	08 Jul 2019	08:00 PM	08 Jul 2019	11:00 PM				
	Tue	09 Jul 2019	08:00 PM	09 Jul 2019	11:00 PM				
	Mon	15 Jul 2019	08:00 PM	15 Jul 2019	11:00 PM				
	Tue	16 Jul 2019	08:00 PM	16 Jul 2019	11:00 PM				
	Mon	22 Jul 2019	08:00 PM	22 Jul 2019	11:00 PM				
	Tue	23 Jul 2019	08:00 PM	23 Jul 2019	11:00 PM				
	Mon	29 Jul 2019	08:00 PM	29 Jul 2019	11:00 PM				
	Tue	30 Jul 2019	08:00 PM	30 Jul 2019	11:00 PM				
	Tue	06 Aug 2019	08:00 PM	06 Aug 2019	11:00 PM				
	Mon	12 Aug 2019	08:00 PM	12 Aug 2019	11:00 PM				
	Tue	13 Aug 2019	08:00 PM	13 Aug 2019	11:00 PM				
	Mon	19 Aug 2019	08:00 PM	19 Aug 2019	11:00 PM				
	Tue	20 Aug 2019	08:00 PM	20 Aug 2019	11:00 PM				
	Mon	26 Aug 2019	08:00 PM	26 Aug 2019	11:00 PM				
	Tue	27 Aug 2019	08:00 PM	27 Aug 2019	11:00 PM				
	Mon	02 Sep 2019	08:00 PM	02 Sep 2019	11:00 PM				
	Tue	03 Sep 2019	08:00 PM	03 Sep 2019	11:00 PM				

Facility Agreement

STANDARD TERMS AND CONDITIONS of FACILITY USE PERMIT:

OBSERVANCE OF RULES: The Permit Holder agrees to comply with any by-laws, policies, codes of behaviour and regulations imposed by the City of Greater Sudbury governing the use of the Facility and applicable federal and provincial statutes and regulations. The Permit Holder understands and agrees to comply with any bylaws, policies, or regulations imposed by the City of Greater Sudbury and the City's Codes of Conduct and Municipal Alcohol Policy that govern City Facilities.

LIMITED LIABILITY AND RELEASE: The Permit Holder hereby releases and forever discharges the City, including its elected officials, officers, employees, agents and contractors, and the Permit Holder further agrees that notwithstanding anything to the contrary contained herein, the City, including elected officials, officers, employees, agents and contractors shall not be liable to the Permit Holder or to anyone for whom the Permit Holder may be in law responsible for, any loss of or damage to property, personal injury or death or any other losses, action, claims, causes of action, damages, both direct or indirect and such other costs and expenses, however and whatsoever incurred, suffered or sustained by the Permit Holder or any of the Permit Holder's permitted invitees, guests or participant in relation to or in connection with the Permit Holder's use of the Facility or any other matters under this Permit except where the action claim, demand cost, loss of expense was caused or contributed to by an intentional act or independent negligence of the City.

LIABILITY INSURANCE: The Permit Holder shall maintain general liability insurance to the inclusive limit of not less than Two Million (\$2,000,000.00) Dollars per occurrence, insuring all claims for damage to property, personal injury or death, or any other losses or damages, both direct or indirect, including such other costs and expenses, howsoever and whatsoever incurred, suffered or sustained in relation to or in connection with the Permit Holder's use of the Facility or any other matters under this Permit, unless caused by the negligence of the City, its employees or agents acting in the course of their employment or agency. The insurance policy shall name the City of Greater Sudbury as an additional insured. A certificate of insurance in the City's standard form, confirming these coverages shall be provided to the City prior to using the City Facility. The taking out of insurance shall not limit the Permit Holder's liability under this Permit.

INDEMNITY: The Permit Holder shall indemnify and save the City harmless, including the City's elected and non-elected officers, employees, contractors and agents from and against any loss (including without restriction legal costs on a substantial indemnity basis) and expense incurred by the City because of any demand, action or claim brought against the City as a result of any loss of or damage to property, personal injury or death, or any other losses or damages, both direct or indirect, including such other costs and expenses, howsoever and whatsoever incurred, suffered or sustained in relation to or in connection with the Permit Holder's use of the Facility or any other matters under this Permit, unless caused by the negligence of the City, its employees or agents, acting within the course of their employment or agency.

AS IS WHERE IS: The Permit Holder hereby confirms that the City has not provided any representation, warranty or other assurance regarding the suitability of the Facility of any part thereof, including any ancillary equipment or facility and any field or playing surface, ("Facility Infrastructure") for use by the Permit Holder. The Permit Holder acknowledges that it has carried out an inspection of the Facility and Facility Infrastructure to satisfy itself concerning the suitability of the Facility and Facility Infrastructure for its proposed use and further, that it is using the Facility and Facility Infrastructure on an "as is where is" basis.

WASTE AND NUISANCE: The Permit Holder agrees not to do or to suffer or to all to be done any action which would damage, waste or disfigure or injure the Facility or any part thereof or otherwise cause a nuisance. Any such action to the City's property will be the financial responsibility of the Permit Holder and all costs and expenses required to repair such damage to the Facility shall be paid to the City on demand.

USE OF PREMISES: The Permit Holder agrees to use the Facility only for the uses set out in the Permit. Any breach of the terms or conditions of this Permit and provision of false or incorrect information by the Permit Holder to the City in seeking the Permit on any questionnaire or information sheet will result in the immediate suspension/cancellation of this Permit. All monies paid by the Permit Holder to the City may be retained by the City and applied towards any losses or damages incurred by the City as a result of the Permit's cancellation. Gambling, betting for gain/reward or adult entertainment or any illegal activity is not permitted in any City Facility.

ALCOHOLIC BEVERAGES: If alcohol is being served, sold and/or auctioned, a Special Occasion Permit under the Liquor Licence Act is required to be procured by the Permit Holder at its sole cost and expense. The Permit Holder agrees to adhere to the conditions in all municipal by-laws, policies and regulations and the provisions of the Liquor Licence Act of Ontario, regulations thereunder and any Licence issue thereunder. Without limiting the generality of the foregoing, the Permit Holder must abide by all requirements in the City's Municipal Alcohol Policy. In the event of any inconsistency, the more onerous provision shall apply.

PAYMENT: The Permit Holder shall pay the Permit fee for the time specified at the approved rate plus tax, if applicable. The City of Greater Sudbury's HST Registration Number is 12157 5229 RT0001. Cash, cheque or credit card payable to the CIT OF GREATER SUDBURY will be accepted as payment. The Permit fee must be paid in the time frame specified in the Conditions of Use outlined on the Permit.

ADDITIONAL CHARGES: Any charges for extra clean up required after the use of a City Facility, in the sole view of the City, are payable by the Permit Holder.

TERMINATION/EXPIRY: The City may terminate this Permit and all the Permit Holder's rights hereunder immediately at any time in the event of any breach or default by the Permit Holder in the performance of any terms or conditions contained in this Permit, including without limitation, failure by the Permit Holder to pay the required fees and amounts in accordance with the payment terms hereof, and the City shall be entitled to recover, and the Permit Holder shall be liable for all damages and losses incurred by the City arising directly or indirectly or as a consequence of or in relation to the breach or default by the Permit Holder. The Permit Holder will be responsible for payment of all suspended/cancelled facility rentals unless the facility time is resold. The City may refuse to issue further Permits were a Permit has been terminated. The Permit Holder shall be responsible for vacating the Facility and the removal of all rented or privately owned property and personal effects at the end of the scheduled time in the Facility or upon earlier termination of the Permit.

TRANSFER OF FACILITY TIME: Unless provided to the contrary in the Special Conditions, the Permit Holder may not transfer its Facility time or otherwise authorize another group or user to use the Facility time scheduled or scheduled purpose of use for the Permit Holder under this Facility Use Permit.

PRE-EMPTION - CITY: This Permit may be pre-empted and terminated at any time in order that the City may use the Facility for a specific purpose, without liability to the City. Whenever possible, every effort will be made to give reasonable advance notice of pre-emption and termination.

PROHIBITIONS: Smoking is not permitted in any part of the Facility. Confetti, uses or helium and use of open flames are all prohibited in all parts of the Facility. Exits from the Facility shall not be blocked or obstructed.

SUPERVISION: The Permit Holder shall be responsible for the conduct and supervision of all persons attending or participating in the permitted use and shall ensure that all regulations contained in the Permit are observed. Vandalism, littering, abusive language, smoking and use of alcohol shall be deemed as just cause to cancel the Permit or reject future Permit applications. Activities must be restricted to the permitted area and the permitted use.

KEYS: Where a key is provided to the Permit Holder to access the Facility, after the holding of the event, the Permit Holder shall ensure the Facility is locked as required and shall return the key the next day the City is open for business. Any required key deposits will be refunded to the Permit Holder when the key is returned to the City.

FOOD: The City shall have the sole and exclusive right to the distribution of all food and beverages in the Arenas. The Arenas are peanut free facilities and have an exclusive beverage agreement with Coca-Cola Bottling.

RATE INCREASE: The Permit Holder agrees that any Council approved fee increase during the term of the contract will be paid upon notice.

Facility Agreement

I have read the Permit, including the Standard Terms and Conditions, Special Conditions and any other Schedules attached hereto, all of which form part of this Permit. I understand same and I accept the same on behalf of myself and the members of the Permit Holder agree to comply with same and ensure compliance by the members/participants in the permitted use. I acknowledge and agree that any breach of the terms may result in the termination of the Permit and a loss of entitlement to future Permits.

X: 

Signature of Authorized Signing Officer, or of Individuals Assuming
Personal Responsibility

X: _____

City of Greater Sudbury Representative

X: May 22/19


Date

X: _____



Date:

X: _____

Number of Participants


Sudbury Sport and Social Club

Contract # 595524


Phone (705)923-4263


Rental Amendment #3

Rental #: 595524

Amendment #: 3

Sudbury Sport and Social Club
c/o: Sandeep Kembhavi
245 Eglinton Ave E #420
Toronto ON M4P 3B7 Canada

SSSC Soccer and Flag Football 2019

Amendment Reason: >>> Sudbury Sport & Social Club <sudbury@sportsocial.club> 5/22/2019 1:45 PM >>>

Hi Jane,

Wednesday, June 12 with the 9pm start time on the soccer and football contract will not be needed. If possible, could you remove it from the contract? What we will need is a grass field on June 10th, 8pm-11pm. I've also noticed that the name on the softball contract is still Jessica McShane's. If you could update this to Sandeep's information that would be great. I can get the contracts signed and sent to you as soon as the name is updated.

To be clear, if we sign, wcan we still make amendments afterwards?

Thanks,
Annik

i) Purpose of Use:

Function: Not Changed

Notes:

Description:

ii) Conditions of Use:

INSURANCE:

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FACILITY USE PERMIT:

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- (3) Youth Association Bookings: The Permit Holder must submit a league schedule to the Facility Booking Clerk, indicating the number of participants. At this time, the fees for the season will be added to the Facility Agreement. Fees are payable 2 weeks prior to the first scheduled use with an account reconciliation occurring by November 1st of each year.

Interest will be charged at the rate of 1.25% per month on all overdue accounts.

Rental Amendment #3

CANCELLATIONS:

- (1) From Victoria Day to August 31, groups will be permitted to cancel field time with 7 days written notice;
- (2) When the Permit Holder is not able to utilize the fields due to inclement weather, the Permit Holder must notify the Facility Booking Clerk by the end of the calendar month of the unused field time;
- (3) When the City does not intend to prepare the fields due to inclement weather, the Permit Holder will be notified within 3 hours prior to the booking start time, that the fields are unplayable;
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GENERAL:

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- (3) Failure to comply with the City's By-Law 2002-209 "Municipal Alcohol Policy" will result in a facility suspension and potential loss of field privileges. The City of Greater Sudbury has a Zero Tolerance policy;
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- (8) The City is not responsible for lost or stolen items;
- (9) It is recommended that all users wear full CSA approved equipment.

iii) Dates and Time of Use: # of Bookings: 25 Starting: N/C Ending: N/C Expected: N/C

Mode	Facility / Equipment	Day	Start Date	Time	End Date	Time	Charge	HST	Total
Deleted	James Jerome Sports Complex - Artificial Turf Field	Wed	12 Jun 2019	09:00 PM	12 Jun 2019	11:00 PM	155.76	20.25	\$176.01

iv) Additional Fees:

v) Payment Method:

Damage Deposit: N/C
Adjustment: N/C
Initial Due: N/C
Prior Contract Total: \$8,072.02
Statementing: N/C

Payable By: N/C
Adj: N/C
Initial Pay: N/C
Contract Total: \$7,896.01

X:

Accepted By

Date

Kembhavi, Sandeep
c/o: Sandeep Kembhavi
245 Eglinton Ave E #420
Toronto, ON M4P 3B7
Phone (705)923-4263
Fax
Business

Contract 595524