



## Terms and Conditions for Millbrook Arena

Rentals of the Millbrook Arena are scheduled by Township staff when they do not interrupt or interfere with Township events or requirements. Deviation from the stated conditions, guidelines, and agreement will immediately negate rental use. If there is a violation of the terms, the Township reserves the right to suspend, discontinue, terminate and/or add restrictions/deposits to existing/future contracts. The Township will not refund accounts if terms are violated. For specific pricing, refer to the current User Fees and Charges By-law found on the Township of Cavan Monaghan website <https://www.cavanmonaghan.net/en/local-government/by-laws-and-policies.aspx>

1. The organizations and/or persons using Township facilities and/or properties specified on the facility rental contract (the "Contract") are herein referred to as the "Renter".
2. The Township may terminate the Contract at any time.
3. The Township reserves the right to apply new rates for user fees and charges at any time during the Contract period. The new rates will be endorsed by Council and come into effect as a new or updated User Fees and Charges By-law. The new and/or updated User Fees and Charges By-law will be posted on the Township website.
4. Renters assume full responsibility and liability for their rentals once a signed contract is submitted to the Parks and Facilities Department. If such Renter wishes to cancel any booked time in their Contract, they may contact the Parks and Facilities Department and provide written notice of the date(s) and time(s) they wish to terminate. The Parks and Facilities Department will assist the original Renter in trying to find a new Renter to assume the date(s) and time(s). However, if a new Renter is not found then the original turf renter remains responsible and liable for the full rental fee.
5. All Renters must have a signed copy of their Contract on hand the day of the rental including a copy of the emergency procedures provided.
6. The Renter using any of the Township facilities remains liable and responsible for the condition of the facility. Any and all property damages caused by the Renter will be invoiced directly to the party causing the damage.
7. It is agreed that the Contract shall be governed by, construed, and enforced in accordance with all Township By-laws and Policies, as well as all Provincial, and Federal laws.
8. Any notice provided for or concerning the Contract shall be in writing.



9. The rights of the Renter under the Contract are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the Township.
10. The Renter has access to the Turf only during their contract designated start and end times. unless otherwise requested at the time of booking.
11. The Township will not be liable for personal injury of any person invited or permitted to enter the facility and/or property. Liability insurance for the Renter and his/her/its group is the responsibility of the Renter.
12. Renters must obtain and provide the Township with proof of insurance prior to their booking start time. The minimum liability for insurance is \$5,000,000.00.
13. The Renter shall not nail, tack, screw, tape, glue, or in any way attach materials to the facility walls, ceiling, or any part of the facility, inside or out. The Renter shall not damage any plants, trees, or shrubs located within the facility or property.
14. Consumption of alcoholic beverages in the Millbrook Arena is strictly prohibited unless under authority of Alcohol and Gaming Commission of Ontario (AGCO) and in accordance with the Township of Cavan Monaghan's Municipal Alcohol Policy. Non-compliance may result in a referral to appropriate authorities, a warning, written notice, suspension of ice time or loss of ice time to the group, or a combination of any of these, as determined appropriate by the Municipality.
15. Smoking, e-cigarettes or vaping are not permitted at any Township facility, property or outdoor park in accordance to the "Smoke-free Ontario Act".
16. The Renter will respect the times outlined in the Contract and will ensure facilities are vacated at the designated times.
17. The Renter is responsible for the security of objects, materials, or supplies not belonging to the Township. The Township will not be held responsible for damages or losses.
18. The Renter is responsible for reviewing the enclosed Emergency Procedures, and reviewing the procedures with all occupants. As well, they need to communicate the location of the Emergency Exits in Case of Fire and/or when Alarm Sounds. The Renter must adhere to occupant load as posted and have a copy of the Emergency Procedures the day of the rental.

**These "Terms and Conditions for Millbrook Arena" are subject to change.**