



TERMS & CONDITIONS

1. Rental Types

- **Casual Rentals** (Single or short term rentals, applicable to sport groups requesting field rentals)
- **Contract Rentals** (Long term or seasonal rentals, applicable to sport groups requesting field rentals)
- **Conference Room**
- **Special Events, Camps & Tournaments**
- **Birthday Parties**

2. Rental Agreement

As part of the rental agreement, a facility permit must be signed off by the contact person listed for the rental, and agreeing to the permit terms and conditions of use. Only those persons 18 years of age or older may book a rental and must be present in the facility during the time as specified in the permit. Leagues and tournaments are required to have a convener present during the rental. A desk in the main lobby or use of the Convener Room will be made available. Participants under the age of 18 must be supervised by an adult and/or the permit holder at all times.

Facility permits are valid for the use, location, date(s) and time(s) as specified in the facility confirmation. A facility permit does not imply any other rights for the use of additional items or services. Any additional items or services must be requested at the time of booking (additional fees may apply). The permit holder is not permitted to exchange, give or sublet their booked time to any other group or team without written consent of the Facilities Manager. Confirmed permits require full payment upon booking or an approved payment plan (see "Item 5 - Payment").

Rental Time

Field rentals for sport activities are for 55 minutes of playing time, or for leagues, tournaments and groups renting a block of time, the rental shall end 5 minutes prior to the scheduled end time. All rentals must include time for setting up/taking down of equipment and cleanup where such time is required. Likewise, additional time or fields required for teams to warm-up or cool down must also be included in the permit. The permit holder agrees to begin its activity or event promptly at the scheduled start time and agrees to have its group vacate the designated event space(s) by the scheduled end time and remove all rented or privately owned property, personal effects and, if applicable, alcohol.

Note: An overtime charge of \$500 per field will be applied if the Permit Holder, or anyone in connection with the Permit Holder, uses the facility or any related area beyond the time indicated in the Facility Permit.

The Soccer Centre (Ontario) reserves the right to cancel a rental agreement, close any function, and/or retain full or portions of the deposit for failure to comply with the terms and conditions of the facility and the permit.

3. Insurance Requirements

All facility permits require proof of liability insurance in the amount of \$5 million naming The Soccer Centre (Ontario), The Ontario Soccer Association and the City of Vaughan as additional insured. Proof of such insurance must be provided to The Soccer Centre (Ontario) **no later than fourteen (14) days prior to Permit Holder's use of the rental areas.**

For groups that do not have their own insurance, coverage is mandatory and available through the facility user group insurance program, and the extra costs shall be added to the permit. Rates are based on the type of activity, number of participants and duration of rental.

4. Indemnity

The Permit Holder agrees to indemnify and hold harmless The Soccer Centre (Ontario) (Ontario), The Ontario Soccer Association and the City of Vaughan, and each of their respective officers, directors, elected officials, employees, agents and representatives (the "The Soccer Centre (Ontario) Parties") from any and all claims, actions, liabilities, damages, costs or expenses ("Claims") arising out of, incidental to, or based upon the occupancy or use of the rental areas by the Permit Holder, its employees, guests, or invitees. The Soccer Centre (Ontario) Parties are not responsible for any loss, damage, injury, or death due to the use of the rental areas by the Permit Holder, its guests and/or invitees. The Soccer Centre (Ontario) Parties are hereby released from all Claims whatsoever, arising from, relating to or in connection with the Permit Holder's use or occupation of the rental areas.

5. Payment

Accepted methods of payment include VISA, MasterCard, debit, cheques and corporate electronic funds transfers (EFTs). The Soccer Centre (Ontario) does not accept cash.

Casual Rentals require payment at time of booking to confirm the rental.

Contract Rentals require a deposit equivalent to the first month's rental to be paid 30 days prior to the first rental date. The remainder of the contract booking shall be invoiced monthly with payment due before the first of each month's rental, to be paid by pre-authorized credit card payment or by post-date cheques.

Special Events, Camps & Tournaments require a deposit equivalent to 25% of rental to be paid at time of booking agreement, with the remaining balance due 14 days prior to the event.

Non Payment

For payments returned due to non-sufficient funds (NSF), there shall be an administrative charge of \$50 and subsequent payments must be made by credit card or certified cheque or money order. Accounts in arrears shall be sent to a third party collection service and the permit holder denied access to future facility bookings.

Overdue accounts are subject to interest charges of 1.5% per month. Failure to pay for the permit within the specified time period will result in the cancellation of the rental request, and the time will be placed back in the available inventory. The Soccer Centre (Ontario) reserves the right to cancel the permit upon written notice if the permit holder defaults on any or all payments.

6. Cancellations

Casual Rentals, Birthday Parties & Conference Room

Cancellations must be provided by written notice a minimum of 14 days prior to the date(s) affected for a full refund or credit. For written notice of cancellations received less than 14 days prior to the date(s) affected, the full fee will be incurred.

Contract Rentals

Cancellations must be provided by written notice a minimum of 60 days prior to the affected month(s) for a full refund or credit for the unused portion of the contract.

Special Events, Camps & Tournaments

Cancellations must be provided by written notice a minimum of 30 days prior to the affected month(s) for a full refund or credit. For written notice of cancellations received less than 30 days prior to the affected month(s), the full fee, less deposit, shall be refunded and future requests for booking time may not be considered.

Rental fees shall not be reduced if the permit holder fails or elects not to use any portion of the time specified on the permit.

The Soccer Centre (Ontario) reserves the right to cancel a rental time on short notice for certain purposes, including, but not limited to, special events, conflicting bookings or unsafe conditions. All attempts will be made to contact the permit holder as soon as possible. A credit will be issued if an alternate rental time cannot be provided.

7. Change Rooms

Change rooms are provided for sport activity field rentals on the basis of one room per team or group of 20 people up to a maximum of 2 rooms per hour of rental time. Changing on the field is not permitted at any time, whether prior to the start of a game or after the game has ended. Access to change rooms will be given 30 minutes prior to field access time. The permit holder agrees to vacate its assigned change rooms within 30 minutes after the end of its permit. Change rooms must be left in a clean and usable condition when vacated. Cameras of any type and video recording devices are strictly prohibited in the change room areas.

8. Facility Occupancy

The maximum capacity for the Indoor facility building is 2820 persons. The maximum capacity for the Ontario Soccer Stadium is 1228 persons. The capacity rate for either facility includes the permit holder's volunteers and staff, guests and participants **in addition** to any Soccer Centre staff and its volunteers and tenants. If tickets are being sold to the event, the permit holder may only sell tickets equivalent to the maximum facility capacity less all staff, volunteers and guests of the permit holder and The Soccer Centre (Ontario) and its tenants. The Soccer Centre (Ontario) reserves the right to monitor capacity at all times and refuse entry to the facility when capacity has been reached..

9. Conduct of Permit Holders

The permit holder shall be responsible for the actions, conduct and supervision of all persons admitted to The Soccer Centre (Ontario) and surrounding area including parking areas, during the permitted time period and shall ensure that all obligations contained in the permit are strictly observed.

Spectators, and those in their care, or in the care of participants on the field, are not permitted anywhere on or around the indoor field, and must view from the balcony, upper lobby or restaurant. For activities occurring in the outdoor stadium, all spectators must remain within the bleacher area. Strollers are not permitted on either field.

Spitting on the field is prohibited. In addition, vandalism, littering, abusive language, smoking, use of alcohol without a license and use of drugs or other illegal substances, inside or outside the facility property shall be cause for removal from the event and the premises of The Soccer Centre (Ontario). Such actions may also be deemed as just cause to cancel a permit or reject future permit applications.

10. Damages, Loss and Theft

The Soccer Centre (Ontario) may, at its discretion, require a damage deposit depending upon the nature of the event. All costs for damages to the facility and its property, arising from use of the facility by the permit holder, its agents, employees, contractors or attendees shall be the sole responsibility of the permit holder.

The Soccer Centre (Ontario) will not be responsible for damage, loss or theft of personal effects, equipment or supplies of the permit holder, their guests, attendees and participants. All valuables should be kept in secure locations.

The permit holder agrees to reimburse The Soccer Centre (Ontario) for any overtime wage payments or other expenses incurred by The Soccer Centre (Ontario) due to failure to comply with proper cleanup or other terms and conditions of the rental agreement.

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11. Footwear

Flat-soled athletic shoes, turf shoes or molded cleats no longer than 1/2 inch are the only type of footwear that may be worn on the turf fields. Metal spikes or cleats are not permitted. All participants/team officials must ensure that any mud or dirt caked into their footwear is cleaned off outside the facility or into a garbage can before entering onto the turf.

12. Food & Beverages

Gum chewing is prohibited on the turf fields. Sunflower seeds and unshelled nut products are not permitted anywhere on the premises.

Participants and team officials may bring water on the field in a sealed plastic container such as a sports bottle or as bottled water. Sweetened beverages, such as, but not limited to, fruit juice or soda, are not permitted on the field. Food of any type is not permitted on the field.

13. Health & Safety

Pre-Rental Warm-up and Post-Rental Cool-down Activities

To ensure the safety and enjoyment of The Soccer Centre (Ontario) for all patrons, staff and volunteers, no warm-up or cool-down activities shall be conducted in any area within the facility or the parking lot, other than the permitted rental. Examples of such areas, but not limited to, are hallways, stairs and stairwells, the second floor balcony (designated for spectators), field perimeter and the parking lot.

First Aid

The Soccer Centre (Ontario) reserves the right to require emergency medical staff and/or a first aid station for any rental at the expense of the permit holder. If required, The Soccer Centre (Ontario) also reserves the right to hire such personnel and include the cost in the permit holder's invoice, or request proof that the permit holder has certified staff on site. Permit holders must provide their own first aid supplies and are encouraged to have one or group members trained in Emergency first Aid and CPR.

Injuries must be reported immediately to facilities staff and the appropriate injury report completed.

Pets

Pets are not permitted in the facilities but are allowed on premises directly outside of the indoor facility and outdoor stadium provided they are leashed and with the owner. Licensed service animals are permitted and staff should be notified upon their entrance into the facility. Staff may request proof of credentials.

Other

Smoking inside The Soccer Centre (Ontario) and the use of alcohol without a license and the use of drugs or other illegal substances, inside or outside the facility property, is prohibited. For the safety of all patrons, staff and volunteers, no fireworks or incendiary devices may be used indoors or on The Soccer Centre (Ontario) premises. Open flame candles are also strictly prohibited.

14. Parking

The Permit Holder and those in connection with the Facility Permit must use the parking areas where provided and comply with restricted parking areas. Vehicles are not permitted onto walkways or grassed areas. Vehicles parked illegally will be tagged or towed at the owner's expense.

15. Security

The Soccer Centre (Ontario) reserves the right to require police, security staff and/or parking control staff for any rental at the expense of the permit holder. Such personnel will be hired by The Soccer Centre (Ontario) and the cost included in the permit holder's invoice. **Delta Security** is The Soccer Centre (Ontario)'s preferred supplier for security services and can be contacted at 416-473-7605.

16. Alcohol

The sale and/or consumption of alcohol are forbidden unless the Permit Holder has received permission from The Soccer Centre (Ontario) and has obtained a Special Occasion permit/liquor license. All staff hired to serve alcohol must supply proof of SmartServe certification and photo ID. Failure to comply with LLBO regulations will result in the immediate cancellation of the permit, notifying of authorities and removal from the permitted area. No refund will apply.

No access to the balcony is provided for events when alcohol consumption is permitted.

17. Food Services

Fresco Foods is the official caterer for events held at The Soccer Centre (Ontario). Food and beverages from other sources are not permitted unless written permission from The Soccer Centre (Ontario) has been issued. When such permission has been granted, or if it has been determined that it is not feasible to keep the restaurant open during the permit holder's rental time, a concession surcharge shall be added to the Permit Holder's invoice, regardless whether restaurant labour is required.

Catering requests must be submitted no later than 7 days prior to the event. To contact the Fresco Foods catering service, please call **647-839-8477** or email at eduardo@frescofoods.ca.

Food and beverages for an event are not permitted on the field unless written authorization is granted. When such authorization is granted, the permit holder shall be required to have the field area covered where food and beverage have been permitted. The use of the Penalty Kicks Bar and Grill kitchen and the Canada Room for food preparation is not permitted under any circumstances.

18. Sponsors, Advertising, Promotional Material, Signage & Banners, Fundraising

The Permit Holder must receive prior written authorization for

- Any advertisements or promotional material in connection with the Permit Holder's event that specifically reference the name and/or logos of The Soccer Centre (Ontario) or The Ontario Soccer Association
- Affixing any decorations, posting of any signage and banners, displays or fundraising in The Soccer Centre. If granted, the permit holder must ensure all materials used to affix promotional material are non-marking, easily removable and appropriately disposed of (or reusable). All promotional material must be removed by the specified permit end time, unless other arrangements have been agreed upon by The Soccer Centre (Ontario). The Soccer Centre (Ontario) reserves the right to contract and charge for Facility staff to provide the labour for any installations or removals of such and/or rental of tables and chairs.

Should the Permit Holder have sponsors for the event which are in direct conflict with those of The Soccer Centre (Ontario), the permit holder may be required to pay a fee equivalent to the amount received by The Soccer Centre (Ontario) from its advertiser(s) and pro-rated for the duration of the event.

19. Clean Up

The Permit Holder is responsible for leaving the Facility in the same condition as it was when they entered into it, including the proper disposal of litter. Failure to comply with this clause to the satisfaction of The Soccer Centre (Ontario) shall result in additional charges for maintenance by facility staff and/or the refusal of future rentals.

20. Other Information

- If requested by The Soccer Centre (Ontario), the Permit Holder shall be responsible for the arrangements and cost to have the indoor field covered with a protective surface, as specified by the Facilities Manager. **AS Special Events Party & Tent Rentals** is The Soccer Centre (Ontario)'s preferred supplier for protective covering and should be contacted directly at 416-757-2100.
- Confetti is prohibited.
- Audio visual equipment is the responsibility of the Permit Holder, as are additional power requirements beyond what The Soccer Centre (Ontario) is able to provide (eg. Back-up power source)
- The Permit Holder shall not sell any items unless prior approval has been given by the Facilities Manager. A vendor's permit must be posted during the permitted hours.
- The Soccer Centre (Ontario) HST Registration Number is 12426 8046 RT0002.