



ZANCHIN AUTOMOTIVE SOCCER CENTRE
Owned and Operated by Ontario Soccer
7601 Martin Grove Rd. Vaughan, ON. L4L 9E4
E: soccercentre@ontariosoccer.net
T: 905-265-TURF (8873)

TERMS & CONDITIONS

Note: The Zanchin Automotive Soccer Centre, o/o by The Ontario Soccer Association Incorporated, is hereafter referred to as The ZASC.

1. Rental Types

- Casual Rentals** Single or short-term rentals, applicable to sport groups requesting field rentals
- Contract Rental** Long term or seasonal rentals, applicable to sport groups requesting field rentals
- Conference Room**
- Special Event, Camp or Tournament**
- Birthday Party**

2. Rentals

Only those persons 18 years of age or older may book a rental, sign the Facility Permit, and be authorized by the Permit Holder as its representative to be present at the rental as specified in the Facility Permit. When issued, failure to sign and return the facility Permit to The ZASC prior to use of the Facility Permit will not be construed as a rejection of acceptance of the terms within the Facility Permit and the Terms and Conditions. In fact, the use of the Facility Permit at any time will be construed as implied consent that the Permit Holder agrees to and is bound by the terms of the Facility Permit and these Terms and Conditions.

Leagues and tournaments are required to have a convenor/organizer present at all times during the rental. A desk in the main lobby or use of the Convenor 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.

The Facility Permit is valid for the use, location, date(s) and time(s) as specified in the Facility Permit. A Facility Permit does not imply any other rights, nor the use of additional items or services which were not requested with the rental. Any additional items or services must be requested at the time of booking and additional fees may apply.

The Facility Permit may not be changed, exchanged, given or subleased to any other individual, corporation, proprietorship, partnership, group or team without the written consent of The ZASC General Manager. Permit Holders who engage in any manner of changing their Facility Permit without The ZASC consent shall have their Facility Permit revoked and automatically terminated.

Confirmed Facility Permits require full payment upon booking or an approved payment plan (see "Item 6 - Payment").

Club, League, Tournament and Special Event Rentals

For all such rentals, a convenor is required on-site at The ZASC at all times during the rental. It is a requirement for the convenor to have a valid First Aid certification. Failure to abide could (or will?) result in termination of the Facility Permit.

RESPONSIBILITIES OF THE PERMIT HOLDER

3. Rental Time

All field rentals are for 55 minutes of playing time. Any field rented for a block of time greater than one (1) hour shall end 5 minutes prior to the scheduled end time. Time required for teams to warm-up and/or cool down must be included in all field rentals. All rentals must include time for setting up/taking down of equipment and cleanup where such time is required. The Permit Holder agrees to begin its activity or event promptly at the scheduled start time described in the Facility Permit and agrees to have its group vacate the designated rental space(s) by the scheduled end time and remove all privately owned or rented 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 rental space and/or any related area beyond the time indicated in the Facility Permit.

The ZASC reserves the right to cancel a Facility Permit, close any function, and/or retain full payment, or portion of payment, for failure to comply with these Terms and Conditions and the Facility Permit.

It is the responsibility of the Permit Holder to make note of any gaps in regular bookings. The Permit Holder is responsible for checking the accuracy of the booking invoice(s) and permitted time and notifying users of any schedule changes.

4. Equipment & Goals

All goals/nets on The ZASC playing fields are fixed. Any required movement of goals must be requested at the time of booking and no later. Movement of goals/nets will only be done by ZASC staff, and at their discretion. Goals will be anchored and/or weighed down according to Ontario Bill 99, Garrett's Legacy Act (Requirements for Moveable Soccer Goals), 2023. Any portable goals brought in for personal or group use will be approved by ZASC in writing before the start of the rental at the time of booking.

5. Insurance Requirements

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

Failure to carry valid insurance will be grounds for immediate termination of the Facility Permit.

6. Indemnity

The Permit Holder agrees that The ZASC, The Ontario Soccer Association Incorporated and the city of Vaughan have made no representations or warranties as to the fitness or nature of the facility or equipment, and by utilizing the facility, the Permit Holder relieves The ZASC, The Ontario Soccer Association Incorporated from any and all claims which the Permit Holder now has or may in future have in that regard. Further, the Permit Holder agrees to unconditionally indemnify on a joint and several basis and hold harmless The ZASC, The Ontario Soccer Association Incorporated and the City of Vaughan, and each of their respective officers, directors, elected officials, employees, agents and representatives ("The ZASC Parties") from, and against any and all claims, actions, liabilities, damages, losses, demands, suits, judgement, awards, fines, fees (including court costs and lawyer fees), costs or expenses ("Claims") arising out of, incidental to, or based upon the occupancy or use of the facility and rental areas by the Permit Holder, its employees, guests, or invitees unless such Claims are a result of the willful misconduct or gross negligence of The ZASC. The ZASC Parties are not responsible for any loss, damage, injury, or death due to the use of the facility or rental areas by the Permit Holder, its employees, guests and/or invitees. The ZASC 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. The Permit Holder will promptly notify The ZASC of any such claims.

7. Payment

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

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

Contract Rentals (long term seasonal rentals, including Leagues) 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 cheque or as per the payment schedule specified in the Facility Permit.

Special Events, Camps & Tournaments exceeding two (2) hours in duration; payment is due in full at the time of booking confirmation. Refunds will only be give if rental time can be filled by other parties and at discretion of The ZASC. Tournaments and special events in this category are also required to pay a Special Event Bond (refundable) and Special Event Service Fee.

Special Event Bond

A Special Event Bond is a \$2,000.00 bond payment that is paid in good faith by the permit holder in order to ensure full understanding and cooperation of ZASC Terms & Conditions. Additionally, the bond further ensures the permit holder is accountable for any negligent behaviours and/or actions. Examples of such include, but are not limited to: Damage the facility and its property, food found on field, vandalism, theft, etc. The Special Event Bond is refunded upon satisfactory inspection of the facility post-event. See following Fine & Bond Rate Chart for breakdown of charges:

FINE & BOND RATE CHART	
Type of Charge	Amount of Charge
Food Found on Playing Field	\$500.00
Damage Caused to Facility	\$500.00**
Vandalism to Facility	\$500.00 **
Missing Property/Theft	\$500.00**



ZANCHIN AUTOMOTIVE SOCCER CENTRE

Owned and Operated by Ontario Soccer

7601 Martin Grove Rd. Vaughan, ON. L4L 9E4

E: soccercentre@ontariosoccer.net

T: 905-265-TURF (8873)

(Includes all ZASC and Ontario Soccer A/V equipment/supplies, furniture, soccer equipment)

**Can escalate depending on value of item(s) in question.

Special Event Service Fee

The Special Event Service Fee is a \$250 (+HST) fee used to support any additional costs of hosting large format events. It is charged for each day the event is hosted. Tournaments and showcase events featuring 6+ teams and that have any field booked for 4+ hours are subject to this fee. To be applied at the discretion of ZASC.

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 e-transfer, EFT, debit, 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 2% 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 ZASC reserves the right to cancel the permit upon written notice if the Permit Holder defaults on any or all payments.

Comprehensive information of payments and cancellations can be found in the Payment & Cancellation Policy Document on the ZASC webpage (include link).

8. Cancellations

The ZASC has a no refund policy on cancellations.

In the event of a cancellation due to inclement weather, at the discretion of The ZASC and/or The Ontario Soccer Incorporated, a time credit will be issued to the Permit Holder.

In the event ZASC requires to close the facility at any time, including a government-mandated shutdown, a time credit will be issued to the Permit Holder.

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. In the event the Permit Holder request to give back rental time, ZASC will do its best to fill the time. However, any financial shortfall will be the responsibility of the original Permit Holder.

9. Change Rooms

Change rooms are assigned based on availability and are not automatically a part of all bookings. Should there be reasonable availability for a change room(s), they will be assigned accordingly. If available, change rooms are provided for 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 their assigned change room(s) within 30 minutes after the end of the field rental. The Permit Holder is responsible for returning the change room key (s); for any key not returned, the Permit Holder shall be charged \$100/key. 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.

10. 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 THE ZASC 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 ZASC and its tenants. The ZASC the right to monitor capacity at all times and refuse entry to the facility when capacity has been reached.

11. Conduct of Permit Holders

The Permit Holder shall be responsible for the actions, conduct and supervision of all persons admitted to The ZASC 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. The playing field is to only be used by players, coaches, match officials and athletic staff.

Spitting on the field is prohibited. In addition, vandalism, littering, abusive language, smoking of any kind, 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 ZASC. Such actions may also be deemed as just cause to cancel a permit or reject future permit applications, as determined by The ZASC in their sole discretion.

The ZASC is committed to providing a safe, professional, and respectful environment for our visitors and our staff through the prevention of violent, abusive and aggressive behavior. The

ZASC has a Zero Tolerance Policy. If the Zero Tolerance Policy is violated, The ZASC reserves the right to take appropriate measure including removal and/or termination of the Facility Permit. This may further include security/police requesting you to leave, and taking legal action. All staff have final say over all matters related to field rentals. Any violent and/or harassing behaviour/actions towards staff or patrons will result in immediate suspension of all field permits.

12. Damages, Loss and Theft

The ZASC 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 ZASC will not be responsible for damage, loss or theft of personal effects, equipment or supplies of the Permit Holder, their guests, attendees and participants unless such reasonable damage is a result of the wilful conduct and/or gross negligence of The ZASC. All valuables should be kept in secure locations.

The Permit Holder agrees to immediately reimburse The ZASC for any overtime wage payments or other expenses incurred by The ZASC due to failure to comply with proper cleanup or other terms and conditions of the Facility Permit or these Terms and Conditions.

13. 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.

14. 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.

15. Health & Safety

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

To ensure the safety and enjoyment of The ZASC 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 space. 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 ZASC 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 ZASC reserves the right to hire such personnel and include the cost in the Permit Holder's rental, 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 at least one of its group members trained in Emergency First Aid and CPR.

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

For all tournaments, showcase events, club training and games, an athletic trainer and/or an individual with first aid certification is required for all rental times associated with the permit. The Return to Play Sports Clinic nor ZASC are guarantee ice or first aid supplies.

Pets

Pets are not permitted in the facilities but are allowed on premises directly outside of the indoor facility and the outdoor stadium provided they are leashed and with their owner. Licensed and identified service animals are permitted and THE ZASC staff should be notified upon their entrance into the facility. THE ZASC Staff may request proof of credentials for a service animal. Permitted animals that are not under control will be asked to leave the premises.

Other

The following activities are strictly prohibited:

- Smoking of any kind inside The ZASC facility and within 20m of any door opening or sports field, per York Region Smoking Bylaw
- Smoking within the fenced boundaries of the outdoor stadium and spectator area,
- Use of alcohol without a valid license,
- Use of drugs or other illegal substances, inside or outside the facility property
- Fireworks and other incendiary devices inside the facility or on THE ZASC premises
- Open flame candles



ZANCHIN AUTOMOTIVE SOCCER CENTRE

Owned and Operated by Ontario Soccer

7601 Martin Grove Rd. Vaughan, ON. L4L 9E4

E: soccercentre@ontariosoccer.net

T: 905-265-TURF (8873)

16. 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.

17. Security

The ZASC 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 ZASC and the cost included with the rental.

Special Events, Camps & Tournaments

Security guards (minimum of two) are required for such events that last over three hours in duration. Guards will be provided by ZASC and charged during the facility booking process along with any field/room rental time.

18. Alcohol and Marijuana

The sale and/or consumption of alcohol are forbidden unless the Permit Holder has received permission from The ZASC 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, notification 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. The use and/or consumption of marijuana is strictly prohibited.

19. Food Services

Chef Cos' Catering is the official caterer for events held at The ZASC. Food and beverages from other sources are not permitted unless written permission from The ZASC and Chef Cos' Catering 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 rental, regardless whether restaurant labour is required.

Catering requests must be submitted no later than 7 days prior to the event. To contact **Chef Cos' Catering**, please call 647-505-7601 or email info@chefcoscatering.com.

Food and beverages for an event are not permitted on the field or any meeting room unless written authorization is granted. If authorization has been granted for a request for food to be served on the field, the Permit Holder shall be required to have the field area covered where food and beverage have been permitted. The use of restaurant kitchen and the Canada Room for food preparation and/or storage is not permitted under any circumstances.

20. Audio Visual Equipment

The use of any and all audio-visual equipment must be approved by THE ZASC. VEO cameras or any free standing video equipment is not permitted anywhere inside the Indoor Fieldhouse or ZASC Facility. VEO cameras are only permitted on the outdoor stadium field, must be properly weighed down according to manufactures instructions, must not be left unattended at any time and will not be used during inclement weather. Drone use is not permitted on the Indoor Fieldhouse nor Outdoor Stadium Field.

21. 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 ZASC) or The Ontario Soccer Association Incorporated
- Affixing any decorations, posting of any signage and banners, displays or fundraising in The ZASC and/or Outdoor Stadium. 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, such as carabiner clips to hang banners). All promotional material must be removed by the specified permit end time, unless The ZASC has authorized other arrangement.

The ZASC reserves the right to contract and charge for Facility staff to provide the labour for any installations or removals of such materials 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 ZASC, the Permit Holder may be required to pay a fee equivalent to the amount received by The ZASC from its advertiser(s) and pro-rated for the duration of the event.

22. 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 excess litter. Failure to comply with this responsibility to the satisfaction of The ZASC shall result in additional charges for maintenance by THE ZASC Facility staff and/or the refusal of future rentals.

23. Other Information

- If requested by The Zanchin Automotive Soccer Centre, 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 ZASC General Manager.
- Confetti is prohibited.
- Audio visual equipment is the responsibility of the Permit Holder, as are additional power requirements beyond what The ZASC is able to provide (e.g. Back-up power source).
- The Permit Holder shall not sell any items unless prior approval has been given by The ZASC General Manager. A vendor's permit must be posted during the permitted hours.
- The Zanchin Automotive Soccer Centre HST Registration Number is **12426 8046 RT 0002**.

24. Entire Agreement

This Facility Permit (is this the Facility Permit or the Conditions?), including all schedules and annexes, hereto, if applicable, constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes all other oral or written agreements or understandings relating hereto.

25. Counterparts

This Facility Permit may be signed in any number of counterparts transmitted by means of scanned PDF via email, traditional mail or hand delivery, each of which shall be deemed an original and which together shall constitute one agreement (Facility Permit).

26. Governing Law

This Facility Permit shall be governed and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in the Province of Ontario, and the parties irrevocably agree to the non-exclusive jurisdiction of the courts of the competent jurisdiction in the Province of Ontario with respect to all matters relating to this Facility Permit

27. Additional Charges

Type of Charge	Details	Amount of Charge
Liability Insurance REMOVE FOR NOW	A charge for liability insurance will be added to the cost of the field rental if the permit holder does not have liability insurance. The charge is determined by the type and duration of the rental and number of participants	Varies as to number of participants, type and duration of event
Interest on late payments	Interest will be accumulated on a monthly basis and added to invoice	2.0% per month
Non-payment due to insufficient funds	All subsequent payments to be made by bank draft or money order.	\$50.00
Administrative Charge	Cancellation Fee, reprinting invoices, other modifications to existing bookings	\$50.00
Overtime	Applied when rental time exceeds time booked as indicated in permit (and/or invoice)	1 st infraction – 1 hour rental fee 2 nd infraction – forfeiture of bond (if given) or 2 week suspension 3 rd infraction – cancellation of remaining permit
Maintenance	Applied when conditions of rental not left as when received and requires additional cleaning by facility staff (Note: this charge is not applicable if a housekeeping charge has been included with the rental)	Varies as to cleaning required
Special Event Bond	A Special Event Bond is a \$2,000.00 bond for specific events. To be applied at the discretion of ZASC.	\$2,000.00
Change Room Key	Key not returned and/or lost	\$100.00