

MISSISSAUGAS OF THE CREDIT FIRST NATION
Ball Diamond Rental – Terms and Conditions



PUBLIC WORKS DEPARTMENT

Ball Diamond Rental – Terms and Conditions

Approved Date: April 6, 2022

Motion No. 2

MOVED BY: FAWN SAULT

SECONDED BY: ASHLEY SAULT

That the MCFN Infrastructure & Development Council approves the Lawn Maintenance Policy and Procedures prepared by the Public Works Department effective immediately to address Ball Diamond Rental Requests

Implementation Date: April 6, 2022

Amended Date:

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1. Reference to Public Conduct Policy

All visitors to MCFN recreational facilities are expected to adhere to the Public Conduct Policy while on MCFN grounds and behave or act in a manner that respects the rights of others so that they may use and enjoy our facilities. The policy can be viewed on-line or is available on request.

2. Prohibited Drugs & Alcohol

Alcohol is strictly prohibited on all MCFN public facilities. Please note that the OPP will monitor the premises to ensure there is no alcohol being consumed on the property. The renter will be held strictly to the MCFN's Public Conduct Policy.

3. Key Pick-Up

The Renter is responsible for picking up a key, where applicable, for certain park facilities. Please check with the Administrator at least one week prior to your event to make arrangements as required.

4. Damages

The Renter shall be personally responsible for any costs resulting from damages caused by accidents, negligence, or malicious damage to any part of the facility and/or equipment therein by any person or persons connected with the function. Charges to be invoiced include the actual cost of repairs/replacement plus administrative charges.

5. Supervision of Participants

Direct adult supervision of all participants under the age of 18 must be provided. Your contract may be amended at the discretion of MCFN for reasons including but not limited to:

- facility maintenance
- inclement weather
- facility scheduling

6. Sub-Renting

The Renter is not permitted to sub-rent the facility to any other person or organization.

7. Facility Access

a) Changerooms / Washrooms

- i. The Renter must ensure change rooms/ washrooms are vacated no more than 1/2 hour after final game or additional charges may apply.

b) Grounds

- i. The Renter must ensure the premises are vacated within 1/2 hour of the end time shown on their rental contract for rentals or additional charges may apply.

8. Inspection

The Renter shall inspect the facility prior to the commencement of the rental to ensure that it is in satisfactory condition for the purposes of the rental. Any issues shall be reported promptly to the Public Works Department – Infrastructure Maintenance Worker (Grounds). Where facilities are not staffed during the rental, please contact the Emergency Contact Number on this Contract to report an issue.

9. Insurance

The Renter hereby acknowledges the following: Liability insurance is mandatory to be carried by the renter of the herein mentioned facility(ies). The insurance requirements are as follows:

- a) \$1 million dollar general liability insurance on an occurrence basis containing cross liability/severability of interest clauses, with coverage for bodily injury and/or property damage;
 - i. MCFN named as an additional insured;
 - ii. 14 days' notice of cancellation;
- b) If the Renter is a member of an overriding body (ie. Parent Association, Church Group, Business Affiliate) that carries liability insurance which meets the requirements for this rental (listed above), the Renter will provide MCFN with a Certificate of Insurance in a form satisfactory to MCFN a minimum of 7 days prior to the booking.
- c) The Renter indemnifies and holds harmless MCFN, it's elected officials, employees, servants, agents, successors and assigns from and against any and all claims, causes of action, demands, losses, costs, charges, fees, expenses, including legal fees, or other proceedings of every kind or nature whatsoever brought against, suffered by or imposed on MCFN arising from the rental and use of said facility(ies).

10. Fees

MCFN to provide access and usage of Concession Booth/Kitchen, change rooms/washrooms, ball diamond and lights to qualified renters. The following rental fee schedule will apply

Fees:	Diamond	With Lights	Concession Booth
MCFN Member	\$20/hr./game	\$25/hr./game	\$75/day
Non-Member	\$25/hr./game	\$30/hr./game	\$100/day

- a) The Renter will be held responsible for all fees, payments and damages that are incurred during the rental. If payment is not received within one week of the rental, you may be excluded from any future rentals.

- b) League rentals will be billed monthly. Payment is to be made within two (2) weeks. Failure to do so may result in cancellation of future bookings.

11. Deposits

Deposits must be paid in advance, either by cash, debit or EFT to confirm booking. Balance to be paid within one week of the rental. It is understood that rescheduling due to inclement weather conditions will be done within available dates.

- a) Ball Diamond – A deposit of \$100 must be paid prior to the event to secure the rental.
- b) Concession Booth/Kitchen – An additional damage deposit of \$100 is required prior to utilizing this area.
- c) League Rentals (2 plus months) – A one-time deposit of \$200 is required when booking.

12. Garbage / Cleaning

- a) The rental/user group will ensure all garbage and/or waste will be collected and safely stored in the appropriate containers for pick up.
- b) If utilizing the concession booth/kitchen area, the renter is responsible for cleaning the area and ensuring it is left in a tidy manner. Failure to do so will result in the forfeit of the deposit.



PUBLIC WORKS DEPARTMENT

Ball Diamond/Concession Booth Rental Agreement

Name: _____ Contact #: _____

Address: _____

Email: _____

First Nation (check one): MCFN S/N Other F/N N/A

Area(s) to be utilized: Diamond Concession Booth/Kitchen Lights

Date(s) Requested: _____

Time(s) Requested: _____

Purpose of Event: _____

IT IS UNDERSTOOD THAT:

1. The person/organization listed above agrees to compensate the MCFN Public Works Department for any damages to the above noted facilities that occur during the rental time. Any equipment that is damaged will also be reimbursed to the MCFN Public Works Department.
2. The person/organization listed above assumes full responsibility for the supervision of any activities conducted within the rental time, and is solely responsible for any claims arising out of inadequate supervision. The MCFN and/or Departments assumes no liability.
3. Anyone utilizing the MCFN facilities shall conduct themselves in an orderly manner and will comply with all rules and regulations set by the MCFN Council. Failure to do so may result in the refusal of future rentals.
4. Deposits must be paid in advance, either by cash, debit or EFT to confirm booking. Balance to be paid within one week of the rental. It is understood that rescheduling due to inclement weather conditions will done within available dates.
5. The use or consumption of alcoholic beverages is STRICTLY PROHIBITED at all MCFN public facilities. There is a 3 strikes you're out rule. No exceptions. OPP will also monitor.
6. The person/organization listed above will ensure all garbage and/or waste will be collected and safely stored in the appropriate containers for pick up.
7. If utilizing the concession booth/kitchen area, the renter is responsible for cleaning the area and ensuring it is left in a tidy manner. Failure to do so will result in the forfeit of the deposit.
8. The MCFN Public Works Department has the RIGHT TO CANCEL this agreement for failure to comply with any of the rules listed above.

Date of Agreement: _____

Applicant Signature: _____

Public Works Department Signature: _____



PUBLIC WORKS DEPARTMENT

Ball Diamond/Concession Booth Rental Agreement

Fees:	Diamond	With Lights	Concession Booth
MCFN Member	\$20/hr/game	\$25/hr/game	\$75/day
Non-Member	\$25/hr/game	\$30/hr/game	\$100/day

Diamond – A deposit of \$100 must be paid prior to the event to secure the rental.
 League Rentals (2+ months) – A one-time deposit of \$200 is required when booking.
 Concession Booth/Kitchen – An additional damage deposit of \$100 is required prior to utilizing this area.

*** The Renter will be held responsible for all fees, payments and damages that are incurred during the rental. If payment is not received within one week of the rental, you may be excluded from any future rentals. – NO EXCEPTIONS ***

*** League rentals will be billed monthly. Payment is to be made within two weeks. Failure to do so may result in cancellation of future bookings. – NO EXCEPTIONS ***

PUBLIC WORKS DEPARTMENT USE ONLY

Deposit & Date Paid: _____

Date Billed: _____

Date Balance Paid: _____

Date Deposited: _____

Please note that the OPP will monitor the premises to ensure there is no alcohol being consumed on the property. The renter will be held strictly to the 3 strikes you're out rule.

Please Contact Jeremy Sardine at 905-516-3700 to Book.