



Town of Shelburne

Facility Use Terms & Conditions

Alcohol Use:

Alcohol is not permitted at any Town facility unless authorized through the Alcohol and Gaming Commission of Ontario (AGCO) Special Occasion Permit (SOP) process and the Council of the Town of Shelburne.

The Town has developed an Alcohol Risk Management Policy to prevent problems that arise from alcohol consumption within its facilities and to promote a safe, enjoyable environment for those who use these facilities.

Adherence to the Liquor License Act of Ontario, and Municipal Alcohol Policy is required at all times.

Contractee Responsibility:

The Contractee is responsible for the conduct and supervision of all persons attending the facility and shall see that all terms and conditions are strictly observed. It is the Contractee's responsibility to review all the information provided and to familiarize themselves with the policies, procedures, by-laws, rules and regulations, terms and conditions set forth by the Town of Shelburne. Policies and by-laws that relate to facility use, include but are not limited to the following:

- Alcohol Risk Management Policy,
- [Cannabis By-law](#),
- [Noise By-law](#),
- [Parks Use By-law](#),
- [Road Occupancy / Road Closure By-law](#),
- [Rzone Policy](#),
- [Smoking or Vapourizing of Tobacco By-law](#),
- [Sport Fields and Outdoor Facilities Allocation Policy](#),
- Trespass to Property Policy – Use of Town Property and Facilities,
- [User Fees and Charges By-law](#).

Cancellation of Permit:

The Town reserves the right to apply a cancellation fee per date and facility affected.

Single or occasional facility cancellations will be processed if initiated by the Contractee providing 14 calendar days written notice to Town of Shelburne Staff. Cancellation requests received with less than 14 calendar days notice may not be considered.

If weather conditions do not allow a facility booking to proceed, the Contractee must submit a request to cancel or reschedule, pending availability, in writing to Town of Shelburne Staff within 48 hours of the booking date to receive a full refund or credit for the affected booking.

The Town of Shelburne reserves the right to cancel the Facility Rental Contract for just cause. The Town of Shelburne may cancel any event temporarily or permanently:



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- Should accommodation need to be made for emergency situations,
- Upon breach of rules and regulations by the Contractee, users and/or participants of the user group,
- Premises not being used for the purposes outlined in the application form,
- If the Contractee and/or sponsoring organization fall in arrears with the Town.

Clean Up and Damage Deposit:

The Town of Shelburne is not responsible for any property or items brought into a facility. The Town is not responsible for damage, loss or theft of property belonging to the Contractee or persons attending the facility. Exits must be kept free and clear of obstruction at all times.

All property, belongings, equipment, fixtures, and items of the Contractee and anyone in connection with the facility use must be removed after each use and by the end time on the application. The facility is to be vacated by the time indicated on the Facility Rental Contract and Permit. Any remaining items left behind will be removed by Staff.

Contractees are required to clean up by the end of facility use. All garbage, recycling and refuse is to be cleaned up and placed in the garbage bins provided after each use.

A damage deposit of \$200.00 (cash or post-dated cheque) is required for facility use. The damage deposit will be returned upon confirmation from Town of Shelburne Staff that the facility was left in good condition.

Damages that occur during or as the result of facility use are the responsibility of the Contractee. Damage resulting in maintenance, repair, litter clean-up or replacement costs will be assessed and communicated to the Contractee as soon as possible and will be charged against the damage/security deposit. Any misleading or false information by the Contractee, on the application or in correspondence relating to the facility use will result in being charged against your deposit. It is the responsibility of the Contractee to ensure that municipal property is protected from crowd damage, overuse, littering and vandalism during facility use.

Food and BBQ Services:

Contractees must advise the Town of any food to be available for consumption during facility use, including food vendors, food sampling, giveaways, food for volunteers, etc.

Food providers must ensure that food and beverage items are offered in a manner that follows the [Ontario Food Premises Regulation 562](#) and the [Health Protection and Promotion Act](#).

Contractees that plan to offer food services must contact [Wellington-Dufferin-Guelph Public Health](#) for requirements, guidelines and application forms (email phi-intake@wdgpublichealth.ca or phone 1-800-265-7293). Public Health Inspectors may



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attend facilities to inspect food providers and vendors to ensure safe food handling is being implemented and to prevent any health hazards.

Any planned barbecue (BBQ) use must be approved by the Town of Shelburne. The Town permits only propane barbecues with a maximum tank size of 9kg (20 lbs.). Barbecues (BBQ) must not be placed under trees, tents, canopies, or picnic shelters and must be located away from combustibles to at least 10 Imperial feet (3 meters). Contractees using barbecues (BBQ) must have a 5lb, ABC extinguisher (either listed as ULC or CSA) in proximity during the cooking duration.

Indemnification:

The Contractee shall defend, indemnify and save harmless the Town of Shelburne and its members of Council, officers, volunteers, employees and agents against any and all costs (including legal fees and disbursements), expenses, losses, liabilities, claims, demands, actions or causes of action, or direct, indirect, general, special, incidental or consequential damages suffered or incurred by the Town of Shelburne (including claims made by third parties against the Town of Shelburne) as a result of a breach of a term or provision of this Agreement by the Contractee or in any way, related to the Contractee use and operation of the property and premises; the conduct of those persons in their care, custody or control and/or all activities occurring before, during and after their permitted time.

Inflatables:

Inflatable use must be approved by the Town of Shelburne. Inflatable use at a facility requires the Contractee to provide from the supplier company copies of current Technical Standards and Safety Authority (TSSA) certification for each inflatable, proof of the company's WSIB certification, and a certificate of \$5 million Commercial General Liability (CGL) insurance coverage naming "The Town of Shelburne" as Additional Insured.

Insurance:

The Town of Shelburne requires a certificate of Commercial General Liability (CGL) insurance naming "The Corporation of the Town of Shelburne, 203 Main Street East, Shelburne, Ontario, L9V3K7" as an Additional Insured. The Town of Shelburne will determine the value of insurance required, with a minimum of two-million-dollar liability insurance. It is the responsibility of the Contractee to ensure all third-party vendors, suppliers, sponsors, entertainers, and the overall facility use is insured. Please feel free to contact Crewson Insurance at 519-925-3145 or your own insurance provider in order to obtain an insurance certificate.

Key Deposit:

A \$75.00 key deposit (cash or cheque) is required prior to the issuance of any and all facility keys (if required). The key deposit will be returned to the Contractee upon the return of the key to the Town of Shelburne Administrative Office. The deposit shall not be refunded should a key or lock be lost, stolen or damaged, the key is loaned or transferred



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to another user, the key is altered, modified or copied. All keys are to be returned to the Town of Shelburne Administrative Office by October 31, in any given year. The Town of Shelburne Administrative Office is located at 203 Main Street East, Shelburne, Ontario, L9V3K7.

Lottery Licensing:

Facility use with gambling, gaming or games of chance (including 50/50 draws, Bingo games, raffles, etc.) requires a Lottery License. Contractees must obtain a lottery license from the Town of Shelburne's [Licensing Services](#) in the Clerks Department.

Music Licensing:

The Contractee is responsible for all required payments to [SOCAN](#) and [Re:Sound](#) through [Entandem](#) for music licensing.

Noise By-law:

Facility use with amplified sound/live music must remain in compliance with the Town of Shelburne's [Noise By-law 52-2022](#). During these times all amplified sound shall remain at an acceptable level giving consideration to the type and location of the event.

Facility use requiring the presence of amplified sound outside of the hours prescribed in the by-law require the granting of a Noise Exemption Permit.

Municipal Law Enforcement Officers and the OPP are responsible for enforcing the Noise By-law and may attend facilities to monitor or respond to a noise complaint.

Parking:

The Contractee, and all persons in connection with the facility use must use the parking areas and spaces provided. Parking on the grass, pathways, in driving lanes, fire routes, outside of designated parking spaces, and in designated accessible parking spaces without a valid permit on display, is not allowed at any time.

Payment:

A non-refundable \$50 rental deposit (cash, cheque or debit) must be paid at time of booking to secure the facility.

The Town of Shelburne will charge an administrative fee of \$40.00 for cheques returned by the banking institution of the Contractee. If this should occur, the Contractee will replace the original cheque with cash or certified cheque in the amount of the total rental fee plus the administration fee.

The Town of Shelburne will charge a monthly penalty fee in the amount of 1.25% on all account balances that are 30 days past due.



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Rzone Policy:

The Town of Shelburne is committed to fostering an environment where there is Respect for yourself; Respect for others; and Responsibility for your actions. The Town discourages any form of inappropriate behaviour at all Town recreational programs, facilities, parks and trails, in written or verbal communications (including email or phone), or at any other location where Town Staff are present.

Included in this commitment is an understanding that organizations and the general public using Town of Shelburne property, facilities, and programs must take primary responsibility for the behaviour of all persons associated with them: participants, officials, spectators, patrons, parents, etc.

The Rzone Policy applies to all Town of Shelburne property, facilities, and programs and to all patrons and guests as well as activities that are structured (i.e., permit issued) and unstructured (i.e., no permit issued) and outlines the measures and enforcement steps to be taken in order to address inappropriate behaviour.

No form of vandalism, violence, or indecency, including viewing, producing or exhibiting lewd, illegal or offensive materials are acceptable on properties, or in facilities.

Road / Sidewalk Occupancy or Closure

A Temporary Road / Sidewalk Occupancy Permit is required if the Contractee will be impacting, closing, or using roads or sidewalks during their facility use. The Contractee must complete a [Temporary Road / Sidewalk Occupancy Permit Application Form](#) on the Town of Shelburne website.

Smoking and Vaping:

Smoking and/or vaporizing is not permitted in, on, or around any Town of Shelburne Municipal Facility such as fields, washrooms, parks, diamonds and parking lots as per the Smoke Free Ontario Act (www.ontario.ca/smokefree).

Security:

The Town of Shelburne reserves the right to require the Contractee to provide appropriate security personnel (private security, police, first aid, and/or fire department) at the expense of the Contractee if deemed necessary.

Surveillance Cameras and Filming:

Facilities may be monitored by video surveillance cameras (CCTV). Personal information is collected by CCTV cameras to promote public safety and reduce crime. The personal information collected by use of the CCTV is collected under the legal authority of the Municipal Freedom of Information and Protection of Privacy Act. Questions about the collection may be directed to the Town of Shelburne.



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Filming at facilities refers to the Contractee capturing the onsite activities and/or participants in videos or photographs for promotional or archival purposes related to the facility use. Contractees are encouraged to post notices of filming/photography during their facility use as a best practice to inform all persons in connection to facility use that their likeness may be captured by entering the facility premises.

Trespass to Property Policy – Use of Town Property and Facilities:

Contractees, groups or individuals that do not abide by the policies, rules, regulations, or by-laws on any municipally owned or operated facility shall be subject to the provisions of the Trespass to Property Policy including issuance of a Trespass Notice and the removal of persons or users from municipal premises for a period of time.

Town of Shelburne Staff:

The Town of Shelburne reserves the right to designate Staff to attend any facility to ensure that all regulations are being observed and respected.

There is a \$89.25 + HST call out fee if Town of Shelburne Staff are called out to assist during facility use. Contractees should contact the Operations 24 Hour Emergency Line and On Call Number to request assistance: 519-939-1342.