



Toronto City Hall
100 Queen Street West
Toronto, ON M5H 2N2
Fax: (416) 392-1551

PERMIT is not Transferable To Any Other User, Park, Location Or Date

Date: Mar 14, 2018
Contract #: 3496756

User: ebiniol1
Status: Firm

CLIENT INFORMATION

Bob Walton
Toronto Arts Mixed Softball League
38 Thornhill Ave
Toronto ON M6S 4C5

Home #: (416) 767-6255
Business #: ()
Fax #: (416) 393-0654

PERMIT FEE IS NON-REFUNDABLE.

HST #: 86740-2299-RT001

i) Purpose of Use 2018 OSF Seasonal South West Region\_ERB Softball/Slo-Pitch

ii) Conditions of Use :

The City of Toronto has a Zero Tolerance Alcohol Policy.
"No liquor shall be sold or served at the permitted facility or park without a special event permit issued by the City through the Parks, Forestry and Recreation Division; evidence of appropriate insurance; and a Special Occasion Permit issued by the Alcohol and Gaming Commission of Ontario through the Liquor Control Board of Ontario. Any unauthorized sale or service of liquor will result in the immediate cancellation of this permit." Subletting and or transferring of permits to other organizations will not be tolerated. Rates identified on this permit are subject to change based on City Council direction. When field conditions are such that, in the opinion of the Parks staff on site or Permit Holder in the absence of staff, use would result in injury to the participants or cause damage to the field, then use should be cancelled. There are no refunds for rain outs. Cancellation requests for Outdoor seasonal or spot rental permits will NOT be accepted once the permit has been agreed to, there are no exceptions. All waste and recyclables must be removed from the facility upon completion of the activity. The Permit Holder agrees to remove any waste and/or recyclable materials at their own cost. The facility must be vacated at the time stated on this permit in order to allow time for the next permit holder, there are no exceptions. Insurance must be attained through either the City of Toronto or privately in the amount of 2-5 million dollars naming, The City of Toronto as additional insured. Proof of such insurance must be provided in advance of the permitted date(s). This permit provides approval solely for the stated activity indicated on the permit. Should the use of a park or facility include any other activities other than the indicated intent you will be required to obtain further permit approvals from the appropriate Division. When using outdoor facilities, Permit Holders should be aware of the potential hazards of inclement weather, particularly thunder and lightning. Permit Holders are required to take all reasonable steps to ensure the safety of all permit participants during potentially dangerous weather, including the postponement or cancellation of games or events if appropriate given the weather conditions. http://www.ec.gc.ca/meteo-weather/default.asp?lang=En&n=6C5D4990-1 All events in City of Toronto facilities are required to be non-partisan. Therefore, you are not permitted to have any signage up in the park or hand out any political and/or campaign material during your event. This includes all three levels of government. For further reference to Election Year Policies, review the link http://www1.toronto.ca/City%20of%20Toronto/City%20Clerks/Councillors/Files/pdf/UseOfCityResourcesElection.pdf The Permit Holder understands and agrees that the General Manager, at his or her sole discretion, may cancel the Permit at any time and for any reason. In the event of such cancellation, the City shall not be responsible for any losses, damages or expenses whatsoever suffered by the Permit Holder. The General Manager, at his or her sole discretion, may deny future permits for reasons including, but not limited to, the failure of the Permit Holder to comply with any Federal, Provincial or Municipal laws, by-laws, policies and regulations, and any other conditions that may be imposed by the General Manager.

iii) Date and Times of Use # of Bookings: 17 Starting: May 16, 2018 Ending: Sep 05, 2018 Attendance: 85

Table with 9 columns: Facility, Day, Start Date, Start Time, End Date, End Time, Mode, Weeks. Row 1: Stanley Park South - Toronto - Diamond (A) (Lit), Wed, May 16, 2018, 06:30 PM, Sep 05, 2018, 08:00 PM, Weekly, 17

iv) Additional Fees

v) Payment Method

Table with 9 columns: Rental Fees, Extra Fees, Tax, Rental Total, Damage Deposit, Total Applied, Balance, Current. Row 1: \$811.75, \$0.00, \$105.57, \$917.32, \$0.00, \$917.32, \$0.00, \$0.00. Row 2: 5% OSF Reduction: \$0.00

Balance of rental due and payable immediately.

Table with 4 columns: Payment Type, Amount, Date, Receipt Number. Row 1: MasterCard, \$917.32, Mar 16, 2018, 20876727

**Release, Waiver and Indemnity** - The Permit Holder, for itself, its heirs, executors, administrators, successors and assigns hereby releases, waives and forever discharges the City of Toronto, its employees, agents, contractors, consultants, representatives, elected and appointed officials, successors and assigns (all of whom are called the "City Indemnities") of and from any and all claims, demands, losses, damages, costs, actions and other proceedings whatsoever, whether in law, statute or equity, in respect of death, injury, loss or damage to the Permit Holder or property, howsoever caused, except to the extent caused by or attributable to the negligent or intentional acts of the City of Toronto or those for whom the City is at law responsible. The Permit Holder further agrees to indemnify and save harmless the City Indemnities from and against any and all liability incurred by any or all of them arising as a result of, or in any way connected with the issuance of this Permit, except to the extent such liability arises from or is attributable to the negligent or intentional acts of the City Indemnities or those for whom the City is at law responsible. This Permit is made subject to the conditions on the reverse side which are subject to change, and the Permit Holder agrees to comply with those conditions and to ensure compliance by his or her members and participants.

By signing this form, I acknowledge that I have read and that I understand this form, and I agree to be bound by its contents.



**Janie Romoff, General Manager**



**Ann Ulusoy, Director, Management Services**

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**Authorized Signature of Group/Organization**

(If not a Legal Entity, Signature of Individual(s) Assuming Personal Responsibility)



## PERMIT POLICIES

The Permit Holder agrees to use the Location only for the purposes stated on the Permit. The Permit Holder agrees to preserve order during the Permit event and to abide by all Federal, Provincial and Municipal laws, by-laws, policies and regulations, and any other conditions which may be imposed by the General Manager of Parks, Forestry and Recreation (the "General Manager"). The Permit Holder agrees to be responsible for the discipline of persons in attendance at the Permit event.

**Zero Tolerance Alcohol Policy**-Any unauthorized use of alcohol in city facilities can result in the immediate cancellation of the permit(s).

The sale or consumption of liquor requires the proper authorization from Parks, Forestry & Recreation, a Special Occasion Permit issued by the Liquor Control Board of Ontario and proof of insurance must be provided to the City of Toronto prior to issuance of a permit. Insurance must be in the amount of \$2-\$5 million per occurrence, depending on the event. Insurance must name the City of Toronto as additional insured. Permit Holders are required to follow all regulations as described in the Municipal Alcohol Gaming Policy.

**Zero Tolerance Workplace Violence**- violence will not be tolerated and will result in the immediate cancellation of the permit(s).

**Declaration of Compliance with Anti-Harassment/Discrimination Legislation & City Policy**- Organizations/Individuals in Ontario, including the City of Toronto, have obligations under the Ontario Human Rights Code, the Occupational Health and Safety Act, the Employment Standards Act, the Accessibility for Ontarians with Disabilities Act, the Criminal Code of Canada and the Charter of Rights and Freedoms. In addition, the City of Toronto also has policies that prohibit discrimination on the additional grounds of political affiliation or level of literacy, subject to the requirements of the Charter. Organizations are required to have and post policies, programs, information, instruction, plans and/or other supports, and appropriate internal process available to their employees and service recipients to prevent, address and remedy discrimination, racism, harassment, hate and inaccessibility complaints under the applicable legislation and including the additional grounds of discrimination prohibited under City policy. Individuals are obliged to refrain from harassment/hate activity.

The Permit Holder must notify the Parks, Forestry & Recreation Division if the media are invited to the event. The media must not interview, photograph or film Division staff or other facility users, without the prior written consent of the Department and groups involved.

Unless authorized by this permit, no person shall place, install or erect any temporary or permanent tent, building, fence or structure in any park. Please do not erect signs or affix them to any tree, fence pole, building or structure.

**Keep our facilities clean and safe.** The Permit Holder is responsible for the removal of all waste and recycling following a permitted event. The Permit Holder will be charged additional clean up fees following the event, if the facility is left unclean and or additional clean up is deemed required by City staff. The City of Toronto prohibits the sale and distribution of bottled water at City civic centres, facilities & park spaces.

[http://www.toronto.ca/parks/permits/general-information/water\\_bottle\\_ban.html](http://www.toronto.ca/parks/permits/general-information/water_bottle_ban.html)

There is absolutely no subletting of City Facilities. Permit Holders who sublet a City of Toronto facility risk their permit being cancelled immediately and will jeopardize all future permitted time with the City of Toronto.

The City of Toronto is not responsible for the loss or theft of any items.

As of January 1, 2015 it is illegal to smoke tobacco and or hold lighted tobacco within 9 metres of playgrounds, play areas, sporting areas, and spectator areas adjacent to sporting areas.

**Sale of Merchandise, Trade or Business**- Unless authorized by permit, no person shall, while in any park or facility, sell or offer or display for sale:

- (a) Any food, drink or refreshment;
- (b) Any goods, wares, merchandise or articles including promotional material, souvenirs and novelties; and/or
- (c) Any art, skill, service or work.

**Permits and Licenses**-The issuance of this permit shall not relieve the Permit Holder from the necessity of acquiring any other licence or permit required for the permit activity from any governmental or public authority.

On the day of the event(s), the Permit Holder must have a copy of the permit for the allotted time, to provide to City staff when requested.

### Payment

The Permit Holder agrees to pay all fees based on the payment method identified on the Permit.

A Permit will not be issued until all outstanding fees owing to The City of Toronto Parks Forestry & Recreation are paid in full.

### Permit Cancellation

The Permit Holder understands and agrees that the General Manager, at his or her sole discretion, may cancel the Permit at any time and for any reason. In the event of such cancellation, the City shall not be responsible for any losses, damages or expenses whatsoever suffered by the Permit Holder.

The General Manager, at his or her sole discretion, may deny future permits for reasons including, but not limited to, the failure of the Permit Holder to comply with any Federal, Provincial or Municipal laws, by-laws, policies and regulations, and any other conditions that may be imposed by the General Manager.

All seasonal allocated indoor ice that is not required by the Permit Holder for the upcoming season, must be returned to the City before the pre-determined date in June.

There are no refunds or cancellation of spot or seasonal Permits, unless the City is able to re-sell the permitted time. If the City is able to re-sell the time the Permit Holder will be credited and an administrative cancellation fee will apply.

There are no refunds issued for any outdoor park Permits due to inclement weather.

All other cancellations by the Permit Holder must be received three weeks prior to the permit event date and are subject to administrative cancellation fees.

**Weather Hazzards:** <http://www.ec.gc.ca/meteo-weather/default.asp?lang=En&n=6C5D4990-1>

Rev. Jan-2015

## Declaration of Compliance with Anti-Harassment/Discrimination Legislation & City Policy

For Office Use Only  
**DECLARATION OF COMPLIANCE WITH ANTI-HARASSMENT/DISCRIMINATION LEGISLATION & CITY POLICY**

Date: \_\_\_\_\_  
 Group/Vendor/Individual Name: \_\_\_\_\_

Organizations/individuals in Ontario, including the City of Toronto, have obligations under the Ontario Human Rights Code, the Occupational Health and Safety Act, the Employment Standards Act, the Accessibility for Ontarians with Disabilities Act, the Criminal Code of Canada and the Charter of Rights and Freedoms. In addition, the City of Toronto also has policies that prohibit discrimination on the additional grounds of political affiliation or level of literacy, subject to the requirements of the Charter. Organizations are required to have and post policies, programs, information, instruction, plans and/or other supports, and an appropriate internal process available to their employees and service recipients to prevent, address and remedy discrimination, racism, harassment, hate and inaccessibility complaints under the applicable legislation and including the additional grounds of discrimination prohibited under City policy. Individuals are obliged to refrain from harassment/hate activity.

The City of Toronto requires all organizations and individuals that contract with the City to sign the following Declaration of Compliance with Anti-Harassment/Discrimination Legislation & City Policy. This Declaration must be signed by your organization and submitted with the contract or Letter of Understanding. The name of your organization and the fact that you have signed this declaration may be included in a public report to City Council.

**Declaration:**

**I/we uphold our obligations under the above provincial and federal legislation. In addition, I/we uphold our obligations under City policies which prohibit harassment/discrimination on a number of grounds including political affiliation and level of literacy.**

**WHERE LEGALLY MANDATED I/we have in place the necessary policies, programs, information, instruction, plans and/or other supports that are consistent with our obligations, and I/we have an internal process available to my/our employees and service recipients to prevent, address and remedy discrimination, racism, harassment, hate and inaccessibility complaints. I/we agree that I/we shall, upon the request of the City, provide evidence of the policies, programs, information, instruction, plans and other supports and an appropriate internal complaint resolution process required under this Declaration which is sufficient to allow the City to determine compliance. I/We acknowledge that failure to demonstrate compliance with this declaration to the satisfaction of the operating Division, in consultation with the City Solicitor, may result in the termination of the contract.**

**Name of Vendor or Name of Grant Applicant (Organization or Individual):**

\_\_\_\_\_

**Complete Address:** \_\_\_\_\_ **Email** \_\_\_\_\_

**Tel. No.** \_\_\_\_\_

**Postal Code:** \_\_\_\_\_ **Fax No.** \_\_\_\_\_

**Name of Signing Officer or Name of Applicant (Name – please print): Position**

\_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
*Authorised Signing Officer or Individual*