



FACILITY RENTAL PROVISIONS; TERMS & CONDITIONS

The Licensee shall indemnify and save harmless the City of Welland from and against all and any demands, liabilities, fees, charges, or royalties arising from this Permit.

The Licensee undertakes to abide by all applicable government regulations and conduct its affairs in strict conformity with the law and in such a manner as not to bring any disrepute on the Corporation of the City of Welland or in any way offend, annoy, or interfere with City employees, customers, or tenants.

The Licensee shall not assign this permit to another organization or sublet the facility.

The number of people engaged in this activity shall be limited to the number authorized on the permit.

The Licensee shall ensure that the contact person or designate will be the on-site supervisor and will at all times be in direct control of the activity/event. The licensee, if applicable, will provide a detailed list of officers.

The Corporation for the City of Welland reserves the right to cancel this permit at its sole discretion at any time without prior notice or warning. (i.e. resume control of the premises during a public emergency). The Licensee disclaims any recourse in the event of such cancellation and agrees to cease operations immediately upon being so directed by the Recreation and Culture Division.

The Licensee shall not affix advertising or promotional signs or material to any surface in any manner without prior consent of the Recreation and Culture Division.

Any damage that occurs to the facility by the Licensee, including patrons, visitors and guests of the Licensee, shall be paid in full by the Licensee.

The Licensee shall not make structural changes to the facility without written consent from the Corporation of the City of Welland.

The Licensee agrees to abide by the City of Welland 'Municipal Alcohol Risk Management Policy'.

A rental fee shall be charged according to the Schedule of Fees approved by City Council.

Outdoor public places on municipal and regional properties are smoke-free under Regional By-law 112-2013.

Amendments to permits must be signed by the permit holder.

NOTICE OF CANCELLATION:

- *60+ days' notice prior to the scheduled event, a refund less administration fee will be issued by cheque.*
- *Between 60 to 30 days' notice prior to the scheduled event 50% refund, less administration fee.*
- *Less than 30 days' notice prior to the scheduled event no refund.*

The undersigned has read and on behalf of the Licensee agrees to be bound by this Permit/License and the Terms and Conditions contained herein and attached hereto, and hereby warrants and represents that he/she executes this Permit/License on behalf of the Licensee and has sufficient power, authority and capacity to bind the Licensee with his/her signature.