

Public Square Rentals

Terms & Conditions

These Terms and Conditions form a binding part of your Permit and carry the same legal effect as if written directly in the Permit.

1. Payment

1. **Accepted Payments:** Rental fees must be paid by the due date listed in your Permit. Payments may be made by:
 - Visa, Mastercard, Debit, or Cash
 - Cheque (payable to the **Town of Bradford West Gwillimbury**)
2. **Notes:**
 - Cheques must be submitted at least **60 days before the event start date**.
 - Returned (NSF) cheques are subject to a **\$50.00 fee**.
3. **Deposit:** A **25% non-refundable deposit** is required to secure all facility bookings.
4. **Security Deposit:** A security deposit is required to ensure compliance with the Town's policies, proper use of the Public Square, and protection of Town property. The security deposit is held by the Town and may be used to cover any damages, additional cleaning costs, or other expenses resulting from the event. The remaining deposit, if any, will be returned to the Event Organizer within 30 business days after the event, provided all Town property is left in satisfactory condition and all terms of the permit agreement have been met.
 - \$250.00 security deposit is applied for events under 1,000 people
 - \$500.00 security deposit is applied for events over 1,000 people
5. **Final Payment:** Full payment must be received **60 days before the event date**.
6. **Payment Schedule:** Payments must follow the plan outlined in the Permit.
7. **Failure to Pay:** If a signed Permit and payment are not received by the deadline, the Permit is considered void.

8. **Changes:** Any changes to your Permit (e.g., booking extensions or date changes) must be approved **in writing** by both the Town and the Permit Holder.
9. **Extra Time:** Use of the facility beyond the booked times (including setup/cleanup) without approval will result in **overtime charges**.
10. **Overdue Accounts:** Outstanding balances are subject to **1.25% monthly interest**. Accounts in arrears may be sent to collections, and future bookings may be denied.
11. **Non-Transferable:** Permits cannot be transferred to another person or organization.

2. Facility-Specific Provisions

1. Both **licensed and unlicensed rentals** are permitted.
2. Stage use is available with facility rental.
3. Electrical outlets are available throughout the facility.
4. The water feature may be turned off if requested **in writing** before the event.
5. Vehicles are not permitted inside the facility. The lay-by is for loading and unloading only.
6. Tents may not exceed **10 ft. x 10 ft.** unless written approval is obtained.
7. Refreshment Vehicles (food trucks, carts, etc.) must:
 - Be licensed under **By-law 2014-70**,
 - Have a valid Town Permit,
 - Operate only in designated areas.
8. Food preparation, handling or distribution must:
 - Comply with the Simcoe Muskoka District Health Unit (SMDHU) regulations and have a valid permit,
 - Proof of submission to SMDHU from both the Event Organizer and each participating food vendor is to be provided to the Town of Bradford West Gwillimbury,
 - Food vendors must place protective matting under equipment to protect concrete.
9. Rental fees are charged according to the Town's **Fees & Service Charges By-law**.

3. Setup, Take Down & Clean Up

1. Exits must remain clear at all times.
2. Access to the facility begins at the **scheduled start time**. Early access requires prior approval and payment of additional fees under the Fees & Service Charges By-law.
3. **Decorations & Signage:** Must not damage facility; outdoor signage requires Town approval.
4. The following are **strictly prohibited** anywhere on the premises:
 - Confetti, rice, glitter, sparkles, coloured powder, straw bales
 - **Inflatable equipment**, including bouncy castles, slides, and obstacle courses, is strictly prohibited. Some inflatable games (where participants **do not go on or in**) may be permitted **with prior Town staff approval**. Approval requests must be submitted **in writing at least 20 business days** before the event. Events with approved inflatables require \$5 million insurance coverage.
 - Ladders for installing overhead equipment
5. **Note:** Suspended equipment may only be installed using an elevated work surface (e.g., scissor lift) operated by a **trained and certified individual**. Proof of training/licensing must be provided at the time of application.
6. During your event, the Permit Holder must ensure:
 - Excess bottles and glasses are removed promptly,
 - Garbage is placed in bags provided,
 - Spills and broken glass are cleaned immediately.
7. At the end of the event, the Permit Holder must leave the facility in the same (or better) condition as found, including:
 - Removing all bottles and glasses,
 - Bagging all garbage,
 - Removing all decorations, signage, equipment, dishes, and beverages (including alcohol).

8. Cleanup must be completed **immediately after the event**. Returning the next day to clean is **not permitted**.
9. Additional fees may apply for removal of excessive garbage (as determined during review of the Public Square Application).
10. All events must end and the facility must be vacated by the **scheduled end time**. Staying later will result in additional charges under the Fees & Service Charges By-law.

4. Cancellation

1. By the Permit Holder:

- Cancellations **60 or more days before** the scheduled event: no cancellation fee (deposit retained).
- Cancellations **less than 60 days before** the scheduled event: 50% of the rental fee is forfeited.

2. By the Town: The Town reserves the right to cancel a Permit:

- **Non-compliance:** If the Permit Holder fails to follow these Terms and Conditions, the Permit may be cancelled at the Town's discretion. Rental fees already paid are **not refundable**.
- **Emergency Use:** If the facility is required for emergency purposes, the Permit will be cancelled and all rental fees **will be refunded**.
- **Other Reasons:** With at least **7 days' written notice**, the Permit may be cancelled for other municipal reasons. Rental fees **will be refunded**.

5. Legislative, By-Law, and Policy Adherence

The Permit Holder is responsible for supervising all guests and ensuring compliance with all relevant laws, by-laws, and Town policies, including but not limited to:

1. Capacity & Fire Safety:

- Follow the facility's approved Fire Plan.

- Adhere to the Ontario Fire Code (e.g., restrictions on open flames, fireworks, sparklers).

2. **Alcohol:**

- Alcohol is **not permitted** unless the Permit Holder has obtained the appropriate AGCO authorization and provided proof to the Town.
- All licensed events must have Smart Serve staff on duty.
- Alcohol must not be served to minors.
- The Town's Municipal Alcohol Policy must be reviewed and signed. Food and non-alcoholic beverages must be provided at events serving alcohol.

3. **Music:**

- Music is allowed if the appropriate Entandem fees are paid. Includes live or recorded music (e.g., iPods, smart devices, CDs).

4. **Animals & Pets:**

- No "Zoo to you" entertainment.

5. **Smoking:**

- All Town facilities are smoke-free per By-law 2019-41.

6. **Parking:**

- Use only designated areas as per the Traffic Regulation By-law 2014-91; Permit Holder communicates rules to attendees.
- Parking is not permitted on West Park Avenue and Brian Collier Avenue.

7. **Other By-Laws:**

- Parks: Town Parks Restrictions By-law 1994-084
- Loitering: Loitering on Streets and Municipal Property By-law 1994-079
- Noise: Noise Control By-law 2008-083

8. **Gaming & Lotteries:**

- All forms of gambling, betting, and games of chance are prohibited unless a valid provincial license is obtained and shown to the Town.

9. Business & Food Licenses:

- Permit Holders must obtain any required business or food licenses, in accordance with applicable federal or provincial regulations.

Non-compliance may result in automatic termination of the Permit, and all fees and deposits will be forfeited.

The Town may assign employees or agents (including security) to monitor events. Costs for additional security may be charged to the Permit Holder.

6. Insurance, Waiver of Liability & Indemnification

1. Indemnification:

- The Permit Holder agrees to indemnify and hold harmless the Town, its officials, employees, and volunteers from all claims, losses, or damages resulting from the Permit, except in cases of gross negligence by the Town.

2. Property & Equipment:

- The Town is not responsible for personal property, equipment, or goods brought by the Permit Holder or attendees.
- Damage to Town property caused by the Permit Holder or guests is the responsibility of the Permit Holder.

3. Insurance Requirements:

- **Commercial General Liability:** \$2,000,000 (or \$5,000,000 at Town discretion) per occurrence.
- Coverage must protect against bodily injury, personal injury, and property damage caused by the Permit Holder or those for whom they are responsible.
- The Permit Holder must provide a Certificate of Insurance prior to the event.

4. Insurance Policy Conditions:

- Permit Holder listed as insured.
- Town listed as “additional insured.”
- Policy must be primary and non-contributing with any other coverage.
- Policy must remain valid; insurer must notify Town of any cancellation or change at least 30 days in advance.
- Insurance cost is the responsibility of the Permit Holder.
- Coverage may be purchased through the Town if needed.

7. Miscellaneous

1. Age & Attendance:

- The Permit Holder must be **18+** and present throughout the event.

2. Supervision:

- All minors must be supervised.
- **Ratio:** 1 adult per 10 minors (e.g., 7 minors = 1 adult; 11 minors = 2 adults).

3. Sales & Advertising:

- Sale of items (including food) is prohibited unless previously approved.
- The official group name must be used in all advertisements.
- Notices or announcements may not be posted in Town facilities without approval.

4. Permit Execution:

- Permits may be executed in counterparts, electronically signed, or scanned, and are considered originals.

5. Severability:

- If any part of the Permit is found invalid, the remainder remains enforceable.

6. References & Updates:

- References to legislation, regulations, or by-laws include amendments or successors.
- Words in singular/plural or specific gender apply broadly.
- Headings are for convenience only.

7. Amendments:

- The Town may add conditions if reasonably necessary. Written notice will be provided.
- Permit Holders may terminate the Permit due to amendments and receive reimbursement for unused fees.

8. Agreement:

- By signing, the Permit Holder agrees to be bound by these Terms and Conditions and confirms authority to do so on behalf of the group or organization.

8. Additional Terms

1. **Weather & Outdoor Events:** Town not responsible for weather-related issues; contingency plans may be required.
2. **Emergency Procedures:** Permit Holder must know emergency exits and evacuation procedures.
3. **Photography/Media:** Town may photograph/video events for promotional purposes.
4. **Accessibility:** Events must comply with accessibility requirements.
5. **Prohibited Items:** Weapons, illegal substances, hazardous materials.
6. **Force Majeure:** Town not liable for events outside its control (natural disasters, government orders, emergencies).