



**The Municipality of West Elgin Parks Facility Rental Agreement  
22413 Hoskins Line Rodney, ON N0L 2C0**

<b>Name of Group or Organization</b>	
<b>Name/Purpose of Event</b>	
<b>Primary/Secondary Contact Person</b>	
<b>Primary/Secondary Phone #'s</b>	
<b>Primary/Secondary Address Including Postal Code</b>	
<b>Primary/Secondary Email</b>	
<b>Not for Profit #</b>	
<b>Date of Event (If Multiple dates, attach Schedule)</b>	
<b>Time of Event (Start &amp; End Time)</b>	
<b>Expected Attendance</b>	
<b>Facilities Requested</b>	
<input type="checkbox"/> <b>Baseball Diamond</b>	<input type="checkbox"/> <b>Miller Park Pavilion</b>
<input type="checkbox"/> <b>PGTP Pavilion</b>	<input type="checkbox"/> <b>PGTP Dance Hall</b>
<input type="checkbox"/> <b>PGTP Bingo Hall</b>	<input type="checkbox"/> <b>Rodney Rec Center</b> <input type="radio"/> <b>Main Area</b> <input type="radio"/> <b>Large Meeting Room</b> <input type="radio"/> <b>Kitchen</b> <input type="radio"/> <b>Full Building</b>
<input type="checkbox"/> <b>Soccer Fields</b>	<input type="checkbox"/> <b>Mini Soccer Fields</b>
<input type="checkbox"/> <b>Arena Non-Ice</b>	<input type="checkbox"/> <b>Scout Hall</b>
<b>Tables/Chairs Required:</b>	<input type="checkbox"/>
<b>Signature of Renter:</b>	



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## **Facility Rental User Agreement**

**Please Note: ALCOHOL IS NOT PERMITTED IN THE PARK**

All pavilion rentals are scheduled “rain or shine” There are no refunds after the date. The pavilion is located adjacent to the ball diamond and field, so please be aware that sporting activities may be occurring at the same time as your event. If the diamond is not in use, then your groups is welcome to use it.

The following terms, covenants and provisions shall apply to all facility rentals:

### **Force Majeure**

1. In this section, an “**Event of Force Majeure**” means an event beyond the control of the Municipality of West Elgin which prevents Municipality of West Elgin from complying with its obligations under this Agreement. An Event of Force Majeure includes, but is not limited to, the COVID-19 pandemic. For greater clarity, the parties hereto agree and acknowledge that (1) Municipality of West Elgin shall have the sole discretion to determine whether an Event of Force Majeure has arisen, and (2) that such a determination may be made by Municipality of West Elgin notwithstanding federal, provincial or municipal directives or orders to the contrary. Should Municipality of West Elgin determine that an Event of Force Majeure has occurred, Municipality of West Elgin shall not be considered to be in breach of this Agreement to the extent the performance of Municipality of West Elgin obligations is prevented or inhibited by the Event of Force Majeure. In such a case, Municipality of West Elgin shall give written notice to the other party hereto of an Event of Force Majeure upon same being reasonably foreseeable, or being known, to Municipality of West Elgin. If and to the extent that Municipality of West Elgin is prevented from performance of its obligations pursuant to this Agreement by an Event Of Force Majeure, Municipality of West Elgin shall be relieved of its obligations hereunder and may, but need not, elect to offer the other party hereto an alternative accommodation arrangement or date if Municipality of West Elgin deems same reasonable and safe. In the event Municipality of West Elgin does not elect to offer the other party hereto an alternative accommodation arrangement or date, Municipality of West Elgin may forthwith cancel this Agreement upon written notice to the other party hereto and, in such a case, this Agreement shall be at an end and neither party shall have any liability or obligation to the other party. The parties acknowledge and agree that in the event of conflict between the terms and provisions of this section and any other section contained in this Agreement, the terms and provisions of this section shall govern and apply.

### **Covenant to Comply Clause**

2. The undersigned covenants with the Municipality of West Elgin that the undersigned, its employees, contractors, agents, invitees and any other persons attending the undersigned's event or the undersigned's premises will strictly observe and comply with all applicable federal, provincial, municipal and public health orders, policies, and directives relating to the COVID-19 pandemic including, without limitation, all prevailing and prescribed indoor and outdoor gathering limits, social and/ or physical distancing limits and any other applicable policies, directives and orders (the "Policies, Orders and Directives").

The undersigned confirms that the prevailing Policies, Orders and Directives may be subject to change. As such, the undersigned covenants with The Municipality of West Elgin that the undersigned shall remain fully apprised of, and any event or shall be run in full compliance with the prevailing Policies, Orders and Directives as may be in force at the date and time of the event. In the event the undersigned, or an attendee of the undersigned's event, does not comply with the foregoing obligations, The Municipality of West Elgin may, at its discretion, immediately exercise its termination rights herein.

### **Termination Clause for Non-Compliance**

3. In the event The Municipality of West Elgin determines, in its sole discretion, that the undersigned, its employees, contractors, agents, invitees or any other persons attending the undersigned's event have not complied with the prevailing Policies, Orders and Directives as of the date of the event, The Municipality of West Elgin may forthwith terminate the event by providing the undersigned with written notice of termination and such termination shall be effective forthwith. If this occurs, the undersigned will forfeit all deposit, fees and any other funds payable to The Municipality of West Elgin under the agreement, and The Municipality of West Elgin shall have no further liability towards or obligation to accommodate the undersigned. For greater clarity, the foregoing termination right of The Municipality of West Elgin shall be in addition to, and not in place of, such other penalties and fines as may be levied by other governmental officials and entities (e.g. provincial offences). It is explicitly agreed by the parties hereto that The Municipality of West Elgin's termination right hereunder may be exercised by The Municipality of West Elgin without advance written notice to the undersigned, and while the undersigned's event is being held. In the event of conflict between the terms and provisions of this section and any other section contained in this agreement, the terms and provisions of this section shall govern and apply.

**Signature of Person Renting Facility:**