



The City of Hamilton

Recreation Division, Healthy and Safe Communities Department
28 James St N, (3rd Floor); PO Box 2040, Hamilton, ON L8P 4Y5
Telephone (905) 540-5590 Fax (905) 546-2338 / Web Page - www.hamilton.ca

Rental Contract/Invoice HST #889323218RT

The City of Hamilton, Recreation Division, Healthy and Safe Communities Department, hereby grants "**Hamilton Ultimate Club**" (hereinafter called the "Licensee") represented by "**Kimberly Baxter Hamilton Ultimate Club**", permission to use the Facilities as outlined, subject to the terms and Conditions of this Agreement contained herein and attached hereto all of which form part of this agreement.

Below you will find details pertaining to your contract/booking and any related Terms & Conditions.

Once you have reviewed the details below, and attachments, **please sign the document in the space provided and return it to us via fax or email.** This document must be signed and received by us **as well as payment arrangements** made to reserve the booking.

Contract Status: Created **Contract Name:** 2019 Regular Season
Contract ID: 3382
Contract first entered into the system: 7 04 2019

Contract Notes:

Booking Breakdown:

Location	Start Date	Start Time	End Time
KDPK-Soccer 3-C	Monday, May 13, 2019	6:30 PM	8:00 PM
CHPK-Cricket 5-C	Monday, May 13, 2019	6:30 PM	8:00 PM
FSOS-Soccer 1-C	Monday, May 13, 2019	6:30 PM	8:00 PM
CHPK-Cricket 5-C	Tuesday, May 14, 2019	6:30 PM	8:00 PM
FSOS-Soccer 1-C	Tuesday, May 14, 2019	6:30 PM	8:00 PM
SOSJ-Football 1-C	Wednesday, May 15, 2019	6:30 PM	8:30 PM
FSOS-Soccer 1-C	Thursday, May 16, 2019	6:30 PM	8:00 PM
KDPK-Soccer 3-C	Thursday, May 16, 2019	6:30 PM	8:00 PM
CHPK-Cricket 5-C	Thursday, May 16, 2019	6:30 PM	8:00 PM
GSRE-Soccer/Football 2-C	Thursday, May 16, 2019	6:30 PM	8:00 PM
CHPK-Cricket 5-C	Tuesday, May 21, 2019	6:30 PM	8:00 PM
FSOS-Soccer 1-C	Tuesday, May 21, 2019	6:30 PM	8:00 PM
SOSJ-Football 1-C	Wednesday, May 22, 2019	6:30 PM	8:30 PM
FSOS-Soccer 1-C	Thursday, May 23, 2019	6:30 PM	8:00 PM
KDPK-Soccer 3-C	Thursday, May 23, 2019	6:30 PM	8:00 PM
CHPK-Cricket 5-C	Thursday, May 23, 2019	6:30 PM	8:00 PM
GSRE-Soccer/Football 2-C	Thursday, May 23, 2019	6:30 PM	8:00 PM
KDPK-Soccer 3-C	Monday, May 27, 2019	6:30 PM	8:00 PM
CHPK-Cricket 5-C	Monday, May 27, 2019	6:30 PM	8:00 PM
FSOS-Soccer 1-C	Monday, May 27, 2019	6:30 PM	8:00 PM
CHPK-Cricket 5-C	Tuesday, May 28, 2019	6:30 PM	8:00 PM
FSOS-Soccer 1-C	Tuesday, May 28, 2019	6:30 PM	8:00 PM
SOSJ-Football 1-C	Wednesday, May 29, 2019	6:30 PM	8:30 PM
FSOS-Soccer 1-C	Thursday, May 30, 2019	6:30 PM	8:00 PM
KDPK-Soccer 3-C	Thursday, May 30, 2019	6:30 PM	8:00 PM
CHPK-Cricket 5-C	Thursday, May 30, 2019	6:30 PM	8:00 PM

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GSRE-Soccer/Football 2-C	Thursday, May 30, 2019	6:30 PM	8:00 PM
KDPK-Soccer 3-C	Monday, June 3, 2019	6:30 PM	8:00 PM
CHPK-Cricket 5-C	Monday, June 3, 2019	6:30 PM	8:00 PM
FSOS-Soccer 1-C	Monday, June 3, 2019	6:30 PM	8:00 PM
CHPK-Cricket 5-C	Tuesday, June 4, 2019	6:30 PM	8:00 PM
FSOS-Soccer 1-C	Tuesday, June 4, 2019	6:30 PM	8:00 PM
SOSJ-Football 1-C	Tuesday, June 4, 2019	6:30 PM	8:00 PM
KDPK-Park 1	Tuesday, June 4, 2019	6:30 PM	8:00 PM
SOSJ-Football 1-C	Wednesday, June 5, 2019	6:30 PM	8:30 PM
FSOS-Soccer 1-C	Thursday, June 6, 2019	6:30 PM	8:00 PM
KDPK-Soccer 3-C	Thursday, June 6, 2019	6:30 PM	8:00 PM
CHPK-Cricket 5-C	Thursday, June 6, 2019	6:30 PM	8:00 PM
GSRE-Soccer/Football 2-C	Thursday, June 6, 2019	6:30 PM	8:00 PM
SOSJ-Football 1-C	Thursday, June 6, 2019	6:30 PM	8:00 PM
KDPK-Soccer 3-C	Monday, June 10, 2019	6:30 PM	8:00 PM
CHPK-Cricket 5-C	Monday, June 10, 2019	6:30 PM	8:00 PM
FSOS-Soccer 1-C	Monday, June 10, 2019	6:30 PM	8:00 PM
CHPK-Cricket 5-C	Tuesday, June 11, 2019	6:30 PM	8:00 PM
FSOS-Soccer 1-C	Tuesday, June 11, 2019	6:30 PM	8:00 PM
SOSJ-Football 1-C	Wednesday, June 12, 2019	6:30 PM	8:30 PM
FSOS-Soccer 1-C	Thursday, June 13, 2019	6:30 PM	8:00 PM
KDPK-Soccer 3-C	Thursday, June 13, 2019	6:30 PM	8:00 PM
CHPK-Cricket 5-C	Thursday, June 13, 2019	6:30 PM	8:00 PM
GSRE-Soccer/Football 2-C	Thursday, June 13, 2019	6:30 PM	8:00 PM
KDPK-Soccer 3-C	Monday, June 17, 2019	6:30 PM	8:00 PM
CHPK-Cricket 5-C	Monday, June 17, 2019	6:30 PM	8:00 PM
FSOS-Soccer 1-C	Monday, June 17, 2019	6:30 PM	8:00 PM
CHPK-Cricket 5-C	Tuesday, June 18, 2019	6:30 PM	8:00 PM
FSOS-Soccer 1-C	Tuesday, June 18, 2019	6:30 PM	8:00 PM
SOSJ-Football 1-C	Wednesday, June 19, 2019	6:30 PM	8:30 PM
FSOS-Soccer 1-C	Thursday, June 20, 2019	6:30 PM	8:00 PM
KDPK-Soccer 3-C	Thursday, June 20, 2019	6:30 PM	8:00 PM
CHPK-Cricket 5-C	Thursday, June 20, 2019	6:30 PM	8:00 PM
GSRE-Soccer/Football 2-C	Thursday, June 20, 2019	6:30 PM	8:00 PM
KDPK-Soccer 3-C	Monday, June 24, 2019	6:30 PM	8:00 PM
CHPK-Cricket 5-C	Monday, June 24, 2019	6:30 PM	8:00 PM
FSOS-Soccer 1-C	Monday, June 24, 2019	6:30 PM	8:00 PM
CHPK-Cricket 5-C	Tuesday, June 25, 2019	6:30 PM	8:00 PM
FSOS-Soccer 1-C	Tuesday, June 25, 2019	6:30 PM	8:00 PM
SOSJ-Football 1-C	Wednesday, June 26, 2019	6:30 PM	8:30 PM
FSOS-Soccer 1-C	Thursday, June 27, 2019	6:30 PM	8:00 PM
KDPK-Soccer 3-C	Thursday, June 27, 2019	6:30 PM	8:00 PM
CHPK-Cricket 5-C	Thursday, June 27, 2019	6:30 PM	8:00 PM
GSRE-Soccer/Football 2-C	Thursday, June 27, 2019	6:30 PM	8:00 PM
CHPK-Cricket 5-C	Tuesday, July 2, 2019	6:30 PM	8:00 PM
FSOS-Soccer 1-C	Tuesday, July 2, 2019	6:30 PM	8:00 PM
SOSJ-Football 1-C	Wednesday, July 3, 2019	6:30 PM	8:30 PM
KDPK-Soccer 3-C	Thursday, July 4, 2019	6:30 PM	8:00 PM
GSRE-Soccer/Football 2-C	Thursday, July 4, 2019	6:30 PM	8:00 PM
CHPK-Cricket 5-C	Thursday, July 4, 2019	6:30 PM	8:00 PM

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FSOS-Soccer 1-C	Thursday, July 4, 2019	6:30 PM	8:00 PM
KDPK-Soccer 3-C	Monday, July 8, 2019	6:30 PM	8:00 PM
CHPK-Cricket 5-C	Monday, July 8, 2019	6:30 PM	8:00 PM
FSOS-Soccer 1-C	Monday, July 8, 2019	6:30 PM	8:00 PM
CHPK-Cricket 5-C	Tuesday, July 9, 2019	6:30 PM	8:00 PM
FSOS-Soccer 1-C	Tuesday, July 9, 2019	6:30 PM	8:00 PM
SOSJ-Football 1-C	Wednesday, July 10, 2019	6:30 PM	8:30 PM
KDPK-Soccer 3-C	Thursday, July 11, 2019	6:30 PM	8:00 PM
GSRE-Soccer/Football 2-C	Thursday, July 11, 2019	6:30 PM	8:00 PM
CHPK-Cricket 5-C	Thursday, July 11, 2019	6:30 PM	8:00 PM
FSOS-Soccer 1-C	Thursday, July 11, 2019	6:30 PM	8:00 PM
KDPK-Soccer 3-C	Monday, July 15, 2019	6:30 PM	8:00 PM
CHPK-Cricket 5-C	Monday, July 15, 2019	6:30 PM	8:00 PM
FSOS-Soccer 1-C	Monday, July 15, 2019	6:30 PM	8:00 PM
CHPK-Cricket 5-C	Tuesday, July 16, 2019	6:30 PM	8:00 PM
FSOS-Soccer 1-C	Tuesday, July 16, 2019	6:30 PM	8:00 PM
SOSJ-Football 1-C	Wednesday, July 17, 2019	6:30 PM	8:30 PM
KDPK-Soccer 3-C	Thursday, July 18, 2019	6:30 PM	8:00 PM
GSRE-Soccer/Football 2-C	Thursday, July 18, 2019	6:30 PM	8:00 PM
CHPK-Cricket 5-C	Thursday, July 18, 2019	6:30 PM	8:00 PM
FSOS-Soccer 1-C	Thursday, July 18, 2019	6:30 PM	8:00 PM
KDPK-Soccer 3-C	Monday, July 22, 2019	6:30 PM	8:00 PM
CHPK-Cricket 5-C	Monday, July 22, 2019	6:30 PM	8:00 PM
FSOS-Soccer 1-C	Monday, July 22, 2019	6:30 PM	8:00 PM
CHPK-Cricket 5-C	Tuesday, July 23, 2019	6:30 PM	8:00 PM
FSOS-Soccer 1-C	Tuesday, July 23, 2019	6:30 PM	8:00 PM
SOSJ-Football 1-C	Wednesday, July 24, 2019	6:30 PM	8:30 PM
KDPK-Soccer 3-C	Thursday, July 25, 2019	6:30 PM	8:00 PM
GSRE-Soccer/Football 2-C	Thursday, July 25, 2019	6:30 PM	8:00 PM
CHPK-Cricket 5-C	Thursday, July 25, 2019	6:30 PM	8:00 PM
FSOS-Soccer 1-C	Thursday, July 25, 2019	6:30 PM	8:00 PM
KDPK-Soccer 3-C	Monday, July 29, 2019	6:30 PM	8:00 PM
CHPK-Cricket 5-C	Monday, July 29, 2019	6:30 PM	8:00 PM
FSOS-Soccer 1-C	Monday, July 29, 2019	6:30 PM	8:00 PM
CHPK-Cricket 5-C	Tuesday, July 30, 2019	6:30 PM	8:00 PM
FSOS-Soccer 1-C	Tuesday, July 30, 2019	6:30 PM	8:00 PM
SOSJ-Football 1-C	Wednesday, July 31, 2019	6:30 PM	8:30 PM
KDPK-Soccer 3-C	Thursday, August 1, 2019	6:30 PM	8:00 PM
GSRE-Soccer/Football 2-C	Thursday, August 1, 2019	6:30 PM	8:00 PM
CHPK-Cricket 5-C	Thursday, August 1, 2019	6:30 PM	8:00 PM
FSOS-Soccer 1-C	Thursday, August 1, 2019	6:30 PM	8:00 PM
CHPK-Cricket 5-C	Tuesday, August 6, 2019	6:30 PM	8:00 PM
FSOS-Soccer 1-C	Tuesday, August 6, 2019	6:30 PM	8:00 PM
SOSJ-Football 1-C	Wednesday, August 7, 2019	6:30 PM	8:30 PM
KDPK-Soccer 3-C	Thursday, August 8, 2019	6:30 PM	8:00 PM
GSRE-Soccer/Football 2-C	Thursday, August 8, 2019	6:30 PM	8:00 PM
CHPK-Cricket 5-C	Thursday, August 8, 2019	6:30 PM	8:00 PM
FSOS-Soccer 1-C	Thursday, August 8, 2019	6:30 PM	8:00 PM
KDPK-Soccer 3-C	Monday, August 12, 2019	6:30 PM	8:00 PM
CHPK-Cricket 5-C	Monday, August 12, 2019	6:30 PM	8:00 PM

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FSOS-Soccer 1-C	Monday, August 12, 2019	6:30 PM	8:00 PM
CHPK-Cricket 5-C	Tuesday, August 13, 2019	6:30 PM	8:00 PM
FSOS-Soccer 1-C	Tuesday, August 13, 2019	6:30 PM	8:00 PM
SOSJ-Football 1-C	Wednesday, August 14, 2019	6:30 PM	8:30 PM
KDPK-Soccer 3-C	Thursday, August 15, 2019	6:30 PM	8:00 PM
GSRE-Soccer/Football 2-C	Thursday, August 15, 2019	6:30 PM	8:00 PM
CHPK-Cricket 5-C	Thursday, August 15, 2019	6:30 PM	8:00 PM
FSOS-Soccer 1-C	Thursday, August 15, 2019	6:30 PM	8:00 PM
KDPK-Soccer 3-C	Monday, August 19, 2019	6:30 PM	8:00 PM
CHPK-Cricket 5-C	Monday, August 19, 2019	6:30 PM	8:00 PM
FSOS-Soccer 1-C	Monday, August 19, 2019	6:30 PM	8:00 PM
CHPK-Cricket 5-C	Tuesday, August 20, 2019	6:30 PM	8:00 PM
FSOS-Soccer 1-C	Tuesday, August 20, 2019	6:30 PM	8:00 PM
SOSJ-Football 1-C	Wednesday, August 21, 2019	6:30 PM	8:30 PM
KDPK-Soccer 3-C	Thursday, August 22, 2019	6:30 PM	8:00 PM
GSRE-Soccer/Football 2-C	Thursday, August 22, 2019	6:30 PM	8:00 PM
CHPK-Cricket 5-C	Thursday, August 22, 2019	6:30 PM	8:00 PM
FSOS-Soccer 1-C	Thursday, August 22, 2019	6:30 PM	8:00 PM
KDPK-Soccer 3-C	Monday, August 26, 2019	6:30 PM	8:00 PM
CHPK-Cricket 5-C	Monday, August 26, 2019	6:30 PM	8:00 PM
FSOS-Soccer 1-C	Monday, August 26, 2019	6:30 PM	8:00 PM
SOSJ-Football 1-C	Monday, August 26, 2019	6:30 PM	8:00 PM
CHPK-Cricket 5-C	Tuesday, August 27, 2019	6:30 PM	8:00 PM
FSOS-Soccer 1-C	Tuesday, August 27, 2019	6:30 PM	8:00 PM
SOSJ-Football 1-C	Tuesday, August 27, 2019	6:30 PM	8:00 PM
SOSJ-Football 1-C	Wednesday, August 28, 2019	6:30 PM	8:30 PM
KDPK-Soccer 3-C	Thursday, August 29, 2019	6:30 PM	8:00 PM
GSRE-Soccer/Football 2-C	Thursday, August 29, 2019	6:30 PM	8:00 PM
CHPK-Cricket 5-C	Thursday, August 29, 2019	6:30 PM	8:00 PM
FSOS-Soccer 1-C	Thursday, August 29, 2019	6:30 PM	8:00 PM
SOSJ-Football 1-C	Thursday, August 29, 2019	6:30 PM	8:00 PM
KDPK-Soccer 3-C	Thursday, September 5, 2019	6:00 PM	7:30 PM
GSRE-Soccer/Football 2-C	Thursday, September 5, 2019	6:00 PM	7:30 PM
KDPK-Soccer 2-C	Thursday, September 5, 2019	6:00 PM	7:30 PM
KDPK-Soccer 3-C	Thursday, September 12, 2019	6:00 PM	7:30 PM
GSRE-Soccer/Football 2-C	Thursday, September 12, 2019	6:00 PM	7:30 PM
KDPK-Soccer 2-C	Thursday, September 12, 2019	6:00 PM	7:30 PM
KDPK-Soccer 3-C	Thursday, September 19, 2019	6:00 PM	7:30 PM
GSRE-Soccer/Football 2-C	Thursday, September 19, 2019	6:00 PM	7:30 PM
KDPK-Soccer 2-C	Thursday, September 19, 2019	6:00 PM	7:30 PM
KDPK-Soccer 3-C	Thursday, September 26, 2019	6:00 PM	7:30 PM
GSRE-Soccer/Football 2-C	Thursday, September 26, 2019	6:00 PM	7:30 PM
KDPK-Soccer 2-C	Thursday, September 26, 2019	6:00 PM	7:30 PM
KDPK-Soccer 3-C	Thursday, October 3, 2019	6:00 PM	7:30 PM
GSRE-Soccer/Football 2-C	Thursday, October 3, 2019	6:00 PM	7:30 PM
KDPK-Soccer 2-C	Thursday, October 3, 2019	6:00 PM	7:30 PM
KDPK-Soccer 3-C	Thursday, October 10, 2019	6:00 PM	7:30 PM
GSRE-Soccer/Football 2-C	Thursday, October 10, 2019	6:00 PM	7:30 PM
KDPK-Soccer 2-C	Thursday, October 10, 2019	6:00 PM	7:30 PM
KDPK-Soccer 3-C	Thursday, October 17, 2019	6:00 PM	7:30 PM



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GSRE-Soccer/Football 2-C	Thursday, October 17, 2019	6:00 PM	7:30 PM
KDPK-Soccer 2-C	Thursday, October 17, 2019	6:00 PM	7:30 PM

Permit Extra Fees:

Item	Quantity	Notes
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Booking Extra Fees:

Item	Quantity	Notes
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Total Booking Cost:

Subtotal: \$1,193.03

Tax Total: \$154.78

Grand Total: \$1,347.81

Monthly Charges:

Start	End
Wednesday, May 1, 2019	Friday, May 31, 2019

Start	End
Saturday, June 1, 2019	Sunday, June 30, 2019

Start	End
Monday, July 1, 2019	Wednesday, July 31, 2019

Start	End
Thursday, August 1, 2019	Saturday, August 31, 2019

Start	End
Sunday, September 1, 2019	Monday, September 30, 2019

Start	End
Tuesday, October 1, 2019	Thursday, October 31, 2019

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Terms and Conditions for Arenas, Fields, and Diamonds

This Facility Use Agreement is a legal and binding agreement made between City of Hamilton and the Applicant on the following terms and conditions.

Applicant may not assign or transfer any of its rights under this Agreement without the prior written consent of the City of Hamilton. Applicant herein is an independent contractor and not the agent or employee of the City of Hamilton.

GENERAL

The City agrees to rent to the Applicant the noted facility on the dates, times, and at the rental rate indicated on the Rental Contract/Invoice.

The Applicant shall pay the total rental fee due to the City not less than one month in advance, as applicable and decided at the sole discretion of the City.

The Applicant shall, at all times, conduct himself and herself in a courteous and professional manner in all respects concerning services he or she may offer at City facilities. And that the Applicant warrants and represents to the City that all representations that it shall make to the public concerning the services offered at any City of Hamilton facility must be accurate.

If the Applicant fails to comply with the rental terms within the dates aforementioned, the City shall cancel the rental contract.

If for any reason the applicant wishes to cancel their contract and/or any dates within the aforementioned, they are required to give the Facility Booking Office not less than 14 calendar days written notification either by letter, e-mail or fax. (facbook@hamilton.ca or fax 905-546-2338). Notification must be received at the Recreation Division offices 28 James St. North (3rd Fl) If cancellation occurs in less than 14 calendar days, the renter will be responsible for all applicable rental rates & fees. For Arena Ice Cancellation please see 'Arena' Section of the Terms & Conditions.

The Applicant may pay the rental fees by cash, cheque, debit card or credit card (Visa and MasterCard only). Any Applicant giving the City a cheque that is returned "Non-Sufficient Funds" may have the Applicant's rental cancelled, and will be charged an administrative fee which the Applicant, by affixing his/her signature hereto, agrees to pay.

The Applicant agrees to pay any additional cost of the City, caused by the Applicant's increased programming demand.

The Applicant hereby releases the City from liability for loss of life, personal injury and/or damage to or loss of property. The Applicant shall defend, indemnify the City and save it harmless from any and all losses or claims, actions, demands, liabilities and expenses (including, without limitation,

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solicitor fees) in connection with loss of life, personal injury and/or damage to or loss of property: (a) arising out of any occurrence in or about the facility; (b) occasioned or caused wholly or in part by any act or omission of the Applicant or anyone else for whom it is responsible at law; or (c) arising from any breach by the Applicant of any provisions of this Contract. The foregoing indemnity shall survive the termination of the Contract notwithstanding any provision of the Contract to the contrary.

The Applicant agrees to be responsible for all persons in the group and agrees to reimburse the City for any losses, costs or expenses incurred by the City in respect of any damage or destruction, however occasioned, to the facility, fixtures or chattels caused by, or arising out of, the use of the facility by the Applicant, or any other person within the facility, with the permission of the Applicant.

The Applicant must provide proof of insurance, as deemed necessary by the City, in the amount of \$2 million, \$3 million, or \$5 million Comprehensive General Liability Insurance for Property Damage, Bodily Injury, and where applicable, to include, Participant Liability, Liquor Liability, Garage Liability, Non-Owned and Owned Automobile coverage, Watercraft, Tenant Legal Liability and any other deemed necessary and satisfactory to the City Solicitor, subject to cross-liability and severability provisions, naming the City as an additional insured. Proof of insurance must be supplied by the Applicant prior to any permit being issued. A certificate must be completed by insurance company, or applicant may request to be added to the City of Hamilton, All Sport Policy. Events with alcohol require proof of \$5 million C.G.L. with Host Liquor Liability. In all cases, the City of Hamilton must be named as additional insured. The Policy shall not be cancelled without sixty (60) days written notice to the City. The Applicant shall furnish to the City a certified copy of such policy of insurance throughout the continuation of the License Agreement. The Applicant acknowledges that it is not an additional insured under the City's insurance policies.

All City facilities are Smoke Free Environments and are regulated by City By-laws. Failure to comply may result in cancellation of hours without refund.

The Applicant shall ensure that all participants wear the appropriate protective equipment as required by the activity, and that all equipment and supplies utilized in connection with the activity(s) for which this permit is being issued shall be in a safe and usable condition and shall not be such as to present a hazard to the user or other participants.

The Applicant certifies it is validly incorporated under the laws of Ontario, or in the event the Applicant is not incorporated, said individual accepts personal responsibility for any actions, causes of actions, arising out of, or by reason of, the Applicant's use of the said facility.

If for any reason the Recreation Division of the City of Hamilton is unwilling to permit the use of the facility, the Recreation Division, shall have the right to cancel such use at any time and order the facility to be closed to all spectators and users and/or such event, and neither the Healthy and Safe

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Communities Department, Recreation Division nor the City of Hamilton shall be required to do more than refund the applicant any fee which the applicant has paid.

The permit holder shall not permit any act(s) to be done by any member of the permit holder's team/organization or any other participant in the special activity(s) for which this permit is being issued, that might breach any Federal, Provincial or Municipal statute, regulation or by-law, or that might invalidate the policies or insurance of The City of Hamilton.

All participants in the activity(s) for which this permit is being issued, including players, coaches, trainers, managers, instructors, officials, etc., shall conduct themselves in a sporting manner. Fighting and unsportsmanlike behaviour may result in cancellation of this permit.

All hazardous conditions with respect to the facilities used to carry out the activity(s) for which this permit is issued shall be immediately reported to a staff person at the facility or to the Public Works Department, Parks & Forestry Division at 546-CITY(2489).

The Recreation Division may at any time arbitrarily without notice or cause revoke a permit. The permit holder shall have no claims for damages against the Healthy and Safe Communities Department, Recreation Division of the City of Hamilton or their employees, servants or agents, resulting from said revocation.

The applicant is to ensure that all participants park in designated areas only. Failure to adhere to this will result in cancellation of this permit.

NO BEVERAGES CONTAINING ALCOHOL are allowed in a facility unless permission/approval has been granted by the General Manager of Healthy and Safe Communities or designate. Any breach of this regulation shall lead to an immediate cancellation of the Applicant's use and forfeiture of the deposit.

ABSOLUTELY NO SUB-LEASING IS ALLOWED. Issued permits are not transferable from one user group to another. Reported transfers will be investigated and subsequently, permits may be revoked for the remainder of the season.

ARENAS

The Applicant acknowledges that each hour rental of ice time includes a 10-minute maintenance period. Therefore, each ice time rental hour will contain 50 minutes of actual ice time. All rentals will start on the hour or half-hour and end on the next hour or half-hour. The Applicant shall ensure that all of the Applicant's participants shall keep off the ice during the ice maintenance period and shall not go on the ice until the resurfacing unit has left the ice and the rink doors are fully closed.

Dressing rooms are available one half hour prior to the scheduled rental. It is the responsibility of a representative of the Application to pick up a key for a dressing room. A set of car keys must be given in exchange for the dressing room key and will be held until the dressing room key is

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returned. It is the responsibility of the Applicant to ensure all dressing room doors are locked while utilizing the arena. The City is not responsible for any lost or stolen goods, including money, whether taken from the dressing room or elsewhere in the Arena. All articles in the Arena are left at the risk of the Applicant. All persons must vacate the dressing room one half hour after the completion of the ice rental.

ICE RETURN POLICY

1. Regular Ice rental cancellations must be received 14 calendar days prior to the date of the rental. If the ice is not cancelled within the designated time, the renter will be financially responsible for all applicable rates & fees, even if the ice is unused.
2. Tournament/Special Event rental cancellations must be received 30 calendar days prior to the date of the rental. If the ice is not cancelled within the designated time, the renter will be financially responsible for all applicable rates & fees, even if the ice is unused.
3. Cancellation of rented ice must be received in writing, by e-mail, fax, or letter. Phone calls or voice messages will not be accepted.
4. Cancellation of ice time initiated by the City, (inclement weather, equipment failure etc.) is not bound by this policy. Users will not be charged for ice time cancelled by the City.
5. "Plan G" ice allocation contracts for affiliated user groups is governed by the 'Ice Allocation Principles' guidelines and does not fall within the same cancellation guidelines as regular ice rentals. Please contact Recreation Facility Booking for details.

OPEN SPORTS FIELDS

In an attempt to provide the best playing conditions possible, we request that fields not be utilized prior to the first week in May, in order that sufficient pre-season conditioning can be completed (subject to review). Concerns relative to field conditions throughout the season should be reported directly to the Parks Division, 905 546-CITY(2489).

That use of parks during and/or following inclement weather results in additional expense to the City resulting from the need to recondition fields. Therefore, you are required to abide by the City of Hamilton Recreation Division's 'Rain Out Policy' which can be found on our website at www.hamilton.ca/recreation.

During times of inclement weather please check the City of Hamilton's website www.Hamilton.ca for an up-to-date list of facility or field closures.

DUNDAS DRIVING PARK

Absolutely no sound amplification of word or music is allowed before 11:00 am and after 10:00 pm. Further, that our renters recognize and respect the Park's neighbours and other park users when adjusting sound levels.

CHARGES

The City of Hamilton

Recreation Division, Healthy and Safe Communities Department
28 James St N, (3rd Floor); PO Box 2040, Hamilton, ON L8P 4Y5
Telephone (905) 540-5590 Fax (905) 546-2338 / Web Page - www.hamilton.ca

Rental Contract/Invoice HST #889323218RT

These fees are non-refundable and must be received upon receipt of permit at least one month prior to first permitted date.

Payment is due at time of signing permit, or as per the schedule provided (for permits with ongoing rental days beyond one month). Payment methods accepted include cash, cheque, debit, MasterCard, and Visa.

Cancellations/Payment

Cancellations and Amendments are subject to the following terms:

- Requests for amendments to this permit must be submitted in person or in writing.
- Requests to amend or cancel with less than 30 calendar days before event date will be subject to an administrative fee.
- Requests to cancel a permit with less than 14 calendar days' notice will not be eligible for a refund. 30 calendar days' notice is required for events with more than 75 people. The Applicant will be responsible for all applicable rental rates and fees.

All bookings made within 14 calendar days are deemed as final, non-refundable, and non-transferrable.

Any Applicant giving the City a cheque that is returned "Non-Sufficient Funds" may have the Applicant's rental cancelled, and will be charged an administrative fee. The fee and associated rental fees will be required to be paid within 72 hours of notice of the NSF or the permit will be terminated.

TOURNAMENTS

Requests for tournaments received will be processed on an availability basis prior to seasonal requests. Applications received after the deadline will be processed after seasonal requests have been allocated. Requests for sale of food, beverages or alcohol must be submitted in writing to the Healthy and Safe Communities Department, Recreation Division at least 90 days prior to event, and will be subject to departmental approval.

Requests to cancel Tournaments/Special Events must be made in writing a minimum of 30 days prior to the date of booking. If the rental is not cancelled within the designated time, the renter will be financially responsible for all applicable rates & fees, even if you do not use the rental space.

LEAGUE CONTACT

It is the responsibility of the recipient of this information to either represent the league or advise of a new league representative.

Please note that the above conditions may be subject to change, in the interest of providing better service to all sport organizers. We thank you for your co-operation in these matters.

MEETING ROOM USE

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Permitted Uses

The following uses are **not** permitted within the rental space:

- The playing of music, videos, or other copyright materials unless appropriate licensing fees are obtained by the renting party. This excludes the use of public broadcasts or radio.
- Amplified sound or activities which can be heard outside of the permitted space.
- Cooking food, unless appropriate permits and approvals has been obtained.
- Attendance which exceeds the posted room capacities.
- Smoking within rented space, or on City property.
- Alcohol or gaming, unless in specified facilities and appropriate licenses are obtained.

Use of amenities outside of the room rented, including fridge and kitchen access. If required, please specify on application and is subject to Supervisor approval.

Injuries and Supervision of Space

The Applicant is responsible for ensuring appropriate supervision of space, including:

- Ensuring at least 1 adult is present for every 10 children for room/gym activities OR ensuring appropriate coach: participant ratios are adhered to as per the governing body.
- Ensuring pool admission criteria is met for aquatic activities (see additional materials).
- Activities conducted are safe, non-contact, and equipment is used safely and as per its intended use.

The Applicant shall ensure that all participants wear the appropriate protective equipment as required by the activity, and that all equipment and supplies utilized in connection with the activity(s) for which this permit is being issued shall be in a safe and usable condition and shall not be such as to present a hazard to the user or other participants.

The Applicant is responsible for notifying the facility immediately if there are any injuries during the rental, and may be required to provide information required to complete injury reporting.

Setting Up/Taking Down/Cleaning Up

The Applicant is responsible for all set up, take down, and cleaning of spaces rented and must:

- Include set up and take down times within the rental times permitted
- Notify the facility if setup/take down assistance is needed prior to the rental date. Additional fees may be applied and are subject to approval.
- Clean up any decorations, wrapping, spills, or outside equipment brought into the space using the supplies and garbage provided.

The Applicant will ensure that setup activities do not involve the installation of equipment, fixtures, or temporary structures that alters/damages the facility in any way including driving nails, hooks, tacks, or screws into any part of the facility, unless written Director approval is obtained. Setup will not block any doorways or fire exits.

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Failure to ensure the above will result in the Applicant paying to the City additional fees required for cleaning and/or damage repair.

MUNICIPAL ALCOHOL POLICY

Where this Contract authorizes the use and consumption of alcohol at the above facility, the following provisions shall apply.

The Applicant acknowledges and agrees that the City of Hamilton Municipal Alcohol Policy ("MAP") is incorporated into and forms part of this Contract. The Applicant acknowledges receipt of a copy of MAP.

The Applicant shall abide by all of the requirements and obligations in MAP. The Applicant shall provide the City with a copy of its Special Occasion Permit or Caterer's Endorsement, as applicable, prior to its use of the facility and at any other time upon request. In addition, the Applicant shall post a copy of its Special Occasion Permit or Caterer's Endorsement, as applicable, in a clearly visible and conspicuous location in the facility.

The Applicant shall provide proof of insurance in accordance with the requirements of MAP. Where there is any inconsistency between the provisions of MAP and the provisions of this Contract as they relate to insurance, the provisions which are more onerous shall apply and be given effect to.

In the event MAP is amended or substituted by the City, the City shall notify the Applicant of the amendment(s) or substitution, and the same shall thereafter be incorporated into and form part of this Contract.

Without limiting any of its rights pursuant to this Contract, MAP or otherwise at law, the City shall be entitled to terminate the Applicant's use of the facility, where the Applicant fails to comply with any provisions of MAP.

All individuals signing this agreement must be at least 18 years of age. The undersigned has read and on behalf of the Applicant agrees to be bound by this Contract and the Terms and Conditions contained herein and schedules attached hereto, and hereby warrants and represents that he/she executes this Contract on behalf of the Applicant and has sufficient power, authority and capacity to bind the Licensee with his/her signature.

This document is both your Contract and Invoice.

Please reference contract number(s) as noted above, with all inquiries, correspondence and payments.

All NSF cheques will be charged a handling fee. In 2018 the current fee is \$33.60, plus HST.



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Any information collected by the City pursuant to this Agreement is subject to the rights and safeguards provided for in the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M. 56.



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Organization Name:
Hamilton Ultimate Club

Contact Name:
Kimberly Baxter Hamilton Ultimate Club

Organization Address:
1063 King Street West
Hamilton

Contact Email:
kim@hamiltonultimate.com

Contract ID: 3382

Signature of Applicant: _____

Date: _____

Signature – City of Hamilton: _____

Date: _____