

**Parks and Open Space Division – RENTAL PERMIT
TERMS AND CONDITIONS OF USE**



The user agrees and covenants as follows:

1. To protect and indemnify the City:
 - a. In respect of any and all claims of any kind whatsoever arising out of any act or omission of the User or of any agent or employee of the User or arising out of or resulting from the use of the Site;
 - b. From all or any loss or damage to the Site or to any property of the City used in conjunction with the Site.
2. When hosting a one-time event, insurance is required for any of the following:
 - Expected attendance of over 200 people
 - Federal Government sponsored event
 - Event with Mobile Play Structures (skate board ramps)
 - Filming in park
 - Tents & Inflatable/bouncy toys - from commercial company
 - School not covered by MB Association of School Trustees
 - Daycares / Nursery Schools
 - High Hazard / Pyrotechnics Fireworks

To maintain and keep in force during the term of this Agreement, a general liability insurance policy in respect of the use of the site named in the Agreement with,

- a) Minimum limits of \$2,000,000 inclusive;
 - b) The City of Winnipeg added as an additional insured;
 - c) Inclusion of a cross liability clause;
 - d) Insurance coverage to be effective immediately upon the User taking possession of the Site until such time as the Site is surrendered to the City;
 - e) Minimum fifteen (15) days' notice of cancellation clause.
3. That the rights granted to the User shall not be transferred or assigned in any way.
 4. To supply all supervision and preserve and maintain good order, discipline and safety in the use of the Site. The City shall have the right at any time to eject from the Site or refuse admittance to any person who, in the opinion of an employee of the City having the responsibility for the supervision of the Site, is creating a disturbance or behaving in an objectionable or unacceptable manner.
 5. That the following is not permitted without prior written consent of the Public Works Department.
 - a. Advertising at the Site
 - b. Constructing, erecting or attaching or causing or permitting to be constructed, erected, or attached any device, fixture or other thing of any nature at the Site.
 - c. The sale of food and/or refreshments at the Site.
 6. Changes to permit:
 - a. Rental permit changes are accepted up to the working day prior of the event; permit changes will not be accepted after that.
 - b. The administration fee is charged for each rental permit change.
 - c. All permit changes can only be done for current year.
 7. Cancellation of the Agreement by the User must be by written notice to the Public Works Department at least 5 days prior to the date of the event. If such notice is not provided:
 - a. No refund or any sum paid towards this Agreement shall be paid by the City;
 - b. Cancellations may be addressed to:
 - i. Mail: Park Rental Clerk | 105-1155 Pacific Ave. | Winnipeg, MB | R3E 3P1 or
 - ii. Fax: 204-986-3860
 - iii. Email: PWD-park-booking@winnipeg.ca
 - c. If the customer cancels the day of the event – even for inclement weather – a refund will not be provided
 8. To pay the City of Winnipeg the indicated amounts for the use of the Site.
 9. That if the User fails to pay any monies required to be paid towards this Agreement at the time the monies are required to be paid, or if the User fails to comply with any conditions of this Agreement, the City may terminate this Agreement and consequently, all rights of the User are also terminated without entitlement to claim any damages, reimbursement, compensation or remuneration.
 10. To surrender the Site to the City in acceptable condition upon the termination or expiration of this Agreement. The User is responsible for any additional costs that may be incurred over and above the provisions outlined in this Agreement (i.e. Preparation, clean-up, maintenance, replacement, repairs).
 11. That any agent or employee of the City shall at all reasonable times be entitled to enter upon and inspect the Site and make any alterations, repairs or additions as deemed necessary by the Public Works Department.
 12. To remove all equipment, displays, goods and belongings of the User from the Site on or before the termination of this Agreement. If the User fails or neglects to do so, the City may remove and store the same at the expense of the User without liability for any loss or damage.
 13. That the City is not responsible for damage to or loss of any equipment or belongings of the User brought onto the Site.
 14. That the City makes no representation or guarantees as to the suitability or condition of the Site.
 15. That the City is not liable for any injury to anyone attending the Site.
 16. That the City of Winnipeg, acting reasonably, reserves the right to change or cancel any or all booked time and the User has no claim for losses, damages or compensation of any kind. This may be re-allotted when convenient and agreed to by both parties.
 17. To abide by and conform to all by-laws, rules and regulations of the City and all Provincial legislation relating to the occupancy and use of the Site.
 18. Not to use natural turf areas during periods of heavy or prolonged rain and when excessive moisture content of the turf could cause damage to the grounds.
 19. Parks staff will inspect the site after the event, if there are no damages, refund shall be processed within 1 month of the scheduled event.

Signature: _____ Date: _____