



Public Facility/Public Property Usage Agreement

This Agreement is made and entered into _____ (date) by and between
The Township of Killaloe, Hagarty and Richards (the Township)
And (Organization)

LOCATION. The Township agrees to allow the organization to use the following public property:

It will be used for the following event:

(Please attach a separate sheet with details of the event, a diagram of event layout, and list of contacts for the day of the event)

1. TERM COVERED BY THIS AGREEMENT: Starting on:

Date: _____ starting at _____ AM/PM, and ending on

Date: _____, at _____ AM/PM.

2. TERMS AND CONDITIONS:

a) COMMUNITY VOLUNTEERS.

The organization agrees that they are responsible for ensuring that all volunteers who are participating in the event covered by this agreement meet the organizations' requirements for screening and training, including those volunteers who are not members of the organization but are volunteering for the event covered by this agreement.

b) MAINTENANCE. The Organization shall maintain the public property in a safe and clean condition. Trash must be put in waste receptacles after the activity, and recyclable materials shall be placed in recycling containers. Where applicable, floors must be swept/vacuumed and spills mopped clean.

- c) **DAMAGE.** Any damage caused by the organization or anyone attending their event, may affect their ability to use the facility for future events, and the organization shall be responsible for all costs associated with repairs for any damage caused.
- d) **SETUP & TEARDOWN.** The organization is responsible for setting up and taking down all equipment and/or material associated with their event, and shall ensure that this is done within the term of in this agreement.
- e) **ACTIVITY RESTRICTIONS** No activities are allowed which may create an unsafe environment. All activities must remain within the public property covered under this agreement.
- f) **DEFACING PROPERTY** The organization and any of their event participants shall refrain from defacing any of the public property that is covered under this agreement.
- g) **KEYS.** If the public property requires a key for entrance, arrangements for entering and locking up the public property shall be made between the township's representative and the organization prior to signing this agreement.

3. INDEMNITY:

The undersigned agrees to indemnify the Corporation of the Township of Killaloe, Hagarty and Richards of all claims arising in relation to the Agreement Holder's usage of the public property or facility provided such claims are not caused by the negligence of the Township of Killaloe, Hagarty and Richards. The undersigned further agrees to be bound by this Agreement and the Terms and Conditions contained herein, and hereby warrants and executes this Agreement on behalf of the Organization and has sufficient power, authority and capacity to bind the Organization with his/her signature. The Township of Killaloe, Hagarty and Richards hereby grants permission to use the public property or facility as outlined, subject to the Terms and Conditions of this Agreement contained herein all of which form part of this Agreement.

4. FOOD AND BEVERAGES:

If the Organization is providing, serving or selling, food or beverages in the public facility or on the public property covered by this Agreement, they are required to first receive written approval from the Renfrew County & District Public Health Unit, and a copy of such written approval is to be provided to the township prior to the issuance of an Agreement.

5. NO ALCOHOL IS ALLOWED ON PUBLIC PROPERTY OR IN PUBLIC FACILITIES OWNED BY THE TOWNSHIP. ORGANIZATIONS THAT ALLOW ALCOHOL ON THE PUBLIC TOWNSHIP PROPERTY OR IN THE PUBLIC FACILITY COVERED UNDER THIS AGREEMENT, ARE SUBJECT TO ANY AND ALL PENALTIES AND FINES THAT MAY BE LEVIED IN THIS REGARD.

DATED this _____ day of _____, 20__

**FOR THE
TOWNSHIP OF KILLALOE, HAGARTY AND
RICHARDS**

FOR THE ORGANIZATION

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Phone: _____

Phone:Res. _____

Email: _____

Bus. _____

E-mail: _____