

1. The Town of Ingersoll does not accept any responsibility for personal injury or death of any person, or damage, or for the loss or theft of any article of clothing, personal belongings or equipment of the applicant or organization, or for anyone in attendance. By applying for the rental the applicant and subsequently the Rental Holder hereby waive all such claims against the Town.
2. The applicant shall indemnify and save harmless the Corporation of the Town of Ingersoll from any and all liabilities, damages, costs, claims, suits or actions arising out of the use or occupation of the premises by the applicant. Such indemnification shall continue in effect after the expiry of this agreement with respect to any such matter arising during the occupation of the said premises by the applicant.
3. Alcoholic beverages are NOT PERMITTED in facility.
4. The renter shall obey and observe all laws, bylaws and regulation of the Ingersoll Community Services Department, the Province of Ontario and the Government of Canada.
5. A Rental may not be altered or transferred. 48 hours in advance for cancellations. Refunds will not be made unless this notification is given.
6. The Town is to notify the renter of cancellation 48 hours in advance, except in emergency.
7. The times indicated on the Rental application must include set up and take down time. The Rental Holder shall ensure that all participants have vacated the facility by the end time on their invoice. If participants do not exit the facility at the end of the scheduled rental they will be charged for any additional time spent in the facility. The minimum penalty will be calculated based on 15 minutes of rental time up to the total amount of additional time spent in the facility.
8. Rental Invoices should always be held or brought to the facility by the Rental Holder.
9. No large accessories and equipment are permitted to be brought into any facility without Town approval.
10. No decorations or materials that may cause permanent damage to the facility are permitted. These include, but are not limited to paints, glitter, rice, and confetti.
11. The following items are not permitted in Town facilities: pressurized gas containers, candles, open flame, smoke machines, fog machines, and dry ice. The Rental Holder will be responsible for any costs associated with maintenance, damage, or emergency service dispatch associated with the use of these items.
12. The Rental Holder is responsible for the actions of their participants. All participants of a permit shall only use the facility and amenities listed on their permit and shall not access other areas of the facility without permission. All participants of a permit shall follow the rules and etiquette of the facility. The Town holds the right to terminate this permit at any time for misuse of facilities by the Rental Holder and its participants.
13. All additional costs incurred for supplementary maintenance or damages resulting from the use of the facilities by the Rental Holder, shall be the responsibility of the Rental Holder.
14. Pool Admission Standards must be followed at all times and it is the renter's responsibility to ensure that the standard is met. The Lifeguards on duty will enforce the standard. A copy of the Pool Admission Standard will be provided with the rental agreement and this contract and must be signed off as part of finalizing the rental agreement. Please visit [Ingersoll Community Services](https://www.ingersoll.ca/communityservices) for information about the facility – Victoria Park Community Centre.
15. Patrons must wear appropriate bathing attire in the pool. Only indoor shoes are permitted on the pool deck. Outdoor shoes are strictly prohibited at all times.
16. The Rental Holder shall leave the area in the same condition as before their usage. Any unanticipated labor costs incurred as a result of cleaning the facility after the Rental Holder's usage will be charged to the Rental Holder.
17. If any damage has been caused by the group, it should be reported to the Town immediately.
18. The Town reserves the right to withhold facilities or cancel invoices for reasons such as; misuse or abuse of facilities during the permit period, use of closed facilities by the Rental Holder, municipal strike, special events, or non-payment of required fees.
19. Rental fees cannot be adjusted by Town staff. Requests for modified fee rates must be approved before use.

Victoria Park Community Centre Facility Rental, Pool Terms and Conditions

20. Rental may not take precedence over a regularly scheduled program.
21. It is mandatory that all renters provide proof of insurance (minimum \$5-million-dollar Commercial General Liability or Homeowners Liability) listing the Town of Ingersoll as an additional insured.
22. Facility rentals must be a minimum of one hour in length.
23. The Rental Holder must ensure proper supervision of facility and guests.
24. All emergency exits must be kept clear of obstructions at all times.
25. In facilities with multiple amenities, it is the responsibility of the Rental Holder to ensure minimal disturbance to other facility users. Any discrepancies should be brought to the attention of Town staff immediately.

THE RENTER HEREBY AGREES TO RENT THE FACILITY AS INDICATED ABOVE FROM THE TOWN OF INGERSOLL ON THE DATE AND AT THE RATE AS SHOWN AND ACKNOWLEDGES THE ABOVE CONDITIONS.