



PICKERING SOCCER CENTRE - RENTAL TERMS AND CONDITIONS

1. RENTAL TYPES

Short Term Rentals – A single event, or a series of recurring bookings (sessions) which take place within the time span not greater than two months (61 days). The number of sessions or hours is not salient; it is the time span which determines the categorization.

Long Term Rentals – A series of recurring bookings (sessions) which take place within a time span that is greater than two months (61 days).

2. RENTAL AGREEMENT

The rental agreement is formed by combination of two parts: the accepted Terms and Conditions, and the booking invoice. As part of the rental agreement, these Terms and Conditions must be digitally signed by the contact person listed for the rental, thereby agreeing to the terms and conditions of use.

A booking is NOT firm/confirmed until deposit payment and digitally signed Terms and Conditions have been received.

Only those persons 18 years of age or older may book a rental; hereby known as “The Client”. Rentals are to be made in the name of the group/individual/organization that will be present in the facility during the time as specified in the invoice(s). Leagues and tournaments are required to have a convener present during the rental. A desk in the main lobby will be made available. Participants under the age of 18 must be supervised by an adult and/or the Client at all times. The Client must keep an authorized copy of the Terms and Conditions and the associated invoice(s) on hand when using the facility.

A rental agreement is valid for the use, location, date(s) and time(s) as specified on the invoice(s) and does not imply any other rights for the use of additional items or services not itemized on the invoice(s). Any additional items or services must be requested at the time of booking (additional fees may apply). Confirmed bookings require full payment prior to use; either upon booking or through an approved payment plan (see “Section 5 - Payments”).

The Client is not permitted to exchange, give or sublet their booked time to any other group or team without written consent of Facilities Booking staff.

Failure to comply with these Terms and Conditions will result in cancellation of the rental agreement/booking.

Rental Time

Rentals shall end 5 minutes prior to the scheduled end time. All rentals must include time for setting up/taking down of equipment and cleanup where such time is required. Likewise, additional time or fields required for teams to warm-up or cool down must also be included in the booking. The Client agrees to begin its activity or event promptly at the scheduled start time and agrees to have its group vacate the designated event space(s) by the scheduled end time and remove all rented or privately owned property, personal effects and, if applicable, alcohol.

Note: An overtime charge will be applied if the Client or anyone in connection with the Client uses the facility or any related area beyond the time indicated in the invoice(s), and future bookings may be revoked or refused.

Rental fees shall not be reduced if the Client fails or elects not to use any portion of the time specified on the invoice(s), including, but not limited to “no show” due to weather conditions.

The Pickering Soccer Centre reserves the right to cancel a booking and/or close any function for failure to comply with the terms and conditions of the facility and the rental agreement.

3. INSURANCE REQUIREMENTS

The Pickering Soccer Centre requires the Client (business owners, leagues, associations, clubs) to carry appropriate liability insurance, naming the Pickering Soccer Centre, and the City of Pickering as “Additional Named Insured”, covering its activities for the rental areas in such amounts and for perils which the Pickering Soccer Centre determines prudent in the circumstances, acting reasonably. **Proof of such insurance must be provided to the Pickering Soccer Centre no later than fourteen (14) days prior to Client’s use of the rental areas.** For all other user groups without insurance, on-site waivers will be provided.

4. INDEMNITY

The Client agrees to indemnify and hold harmless the Pickering Soccer Centre, The Pickering Soccer Club, Ontario Soccer, The Durham Region Soccer Association, and the City of Pickering, and each of their respective officers, directors, elected officials, employees, agents and representatives (the “The Pickering Soccer Centre Parties”) from any and all claims, actions, liabilities, damages, costs or expenses

(“Claims”) arising out of, incidental to, or based upon the occupancy or use of the rental areas by the Client, its employees, guests, or invitees. The Pickering Soccer Centre Parties are not responsible for any loss, damage, injury, or death due to the use of the rental areas by the Client, its guests and/or invitees. The Pickering Soccer Centre Parties are hereby released from all Claims whatsoever, arising from, relating to or in connection with the Client’s use or occupation of the rental areas.

5. PAYMENT

Accepted methods of payment include credit card (VISA, MasterCard, and American Express), debit, corporate cheque, certified cheques, or money order. The Pickering Soccer Centre DOES NOT ACCEPT personal cheques, post-dated cheques, or cash.

- **Exception1:** PSC teams will be allowed to provide post-dated cheques drawn against the “team accounts” upon which the soccer club has signing authority. In the event that a post-dated payment becomes NSF at the time of deposit, a \$50 charge will be applied and all subsequent post-dated cheques must be made by credit card, certified cheque or money order.
- **Exception2:** Cash may be implemented at a later date for “drop-in” type programming.

Short Term Rentals – 50% non-refundable deposit at time of booking followed by the balance (50%) payable according to the payment terms determined at time of booking. First of any subsequent payments will be due 7 days BEFORE the first usage.

Long Term Rentals – 25% non-refundable deposit at time of booking (to be applied to the final sessions in reverse order - i.e.: oldest to newest), followed by the balance (75%) of payments paid MONTHLY. Monthly payments are due 7 days BEFORE the first of each month’s usage.

Non Payment

Accounts in arrears shall be sent to a third party collection service and the Client will be denied access to future facility bookings.

Overdue accounts are subject to interest charges of 1.5% per month.

Failure to pay for the booking within the specified time period will result in the cancellation of the rental request, and the time will be placed back into available inventory. PSC reserves the right to cancel bookings with written notice if the client defaults on any or all payments.

For payments returned due to non-sufficient funds (NSF), there shall be an administrative charge of \$50 and subsequent payments must be made by credit card or certified cheque or money order.

6. CANCELLATIONS

DEPOSITS ARE NON-REFUNDABLE.

Cancellations of **Short Term Rentals** must be provided by written notice a **MINIMUM of fourteen (14) days prior** to the affected booking date to facilitate release and re-booking of the time slot(s).

Cancellations of **Long Term Rentals** must be provided by written notice a **MINIMUM of thirty (30) days prior** to the affected booking date to facilitate release and re-booking of the time slot(s).

The Pickering Soccer Centre reserves the right to cancel a rental time on short notice for certain purposes, including, but not limited to, special events, conflicting bookings or unsafe conditions. All attempts will be made to contact the Client as soon as possible. A credit will be issued if an agreeable alternate rental time cannot be provided.

7. CHANGEROOMS

Change rooms are only unlocked and accessible through pre-authorized use. Please contact the Facilities Booking staff to arrange for the assignment of change rooms. Access to change rooms will be given 30 minutes PRIOR to field access time ONLY, and belongings must be removed from the rooms once a group takes the field. Change rooms must be left in a clean and usable condition when vacated.

8. FACILITY OCCUPANCY

The maximum building capacity is 425 persons. This capacity rate includes the Client’s volunteers and staff, guests and participants in addition to any Pickering Soccer Centre staff and its volunteers and tenants. If tickets are being sold to the event, the Client **may only** sell tickets equivalent to the maximum building capacity **less** all staff, volunteers and guests of the Client and the Pickering Soccer Centre and its tenants. The Pickering Soccer Centre reserves the right to monitor capacity at all times and refuse entry to the building when capacity has been reached.



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Special event occupancy limits may be increased to approximately 1000 persons upon approval and execution of a special event rental agreement, and additional charges may apply.

9. CONDUCT OF CLIENTS

The Client shall be responsible for the action, conduct and supervision of all persons admitted to the Pickering Soccer Centre and surrounding area including parking areas, during the time period shown on the invoice and shall ensure that all obligations contained in the rental agreement are strictly observed.

Spectators, and those in their care, or in the care of participants on the field, are not permitted to cross a field, and must view from the North side of the building (bleacher side) at all times.

ONLY WATER IS PERMITTED INSIDE THE DOME FOR ATHLETES AND SPECTATORS. There is to be no spitting or gum-chewing on the field. In addition, vandalism, littering, abusive language, smoking, use of alcohol without a license and use of drugs or other illegal substances, inside or outside the facility property shall be cause for removal from the event and the premises of The Pickering Soccer Centre. Such actions may also be deemed as just cause to cancel a booking or reject future rental applications.

10. DAMAGES, LOSS AND THEFT

The Pickering Soccer Centre may, at its discretion, require a damage deposit depending upon the nature of the event. All costs for damages to the facility and its property, arising from use of the facility by the Client, its agents, employees, contractors or attendees shall be the sole responsibility of the Client.

The Pickering Soccer Centre will not be responsible for damage, loss or theft of personal effects, equipment or supplies of the Client, their guests, attendees and participants. All valuables should be kept in secure locations.

The Client agrees to reimburse the Pickering Soccer Centre for any overtime wage payments or other expenses incurred by the Pickering Soccer Centre due to failure to comply with proper cleanup or other terms and conditions of the rental agreement.

11. PARKING

The Client and those in connection with the rental agreement must use the parking areas where they are provided and comply with restricted parking areas. Vehicles are not permitted onto walkways or grassed areas. Vehicles parked illegally will be tagged or towed at the owner's expense.

12. SECURITY

The Pickering Soccer Centre reserves the right to require police, security staff and/or parking control staff for any rental at the expense of the Client. Such personnel will be hired by the Pickering Soccer Centre and the cost included in the Client's invoice.

13. HEALTH & SAFETY

Pre-Rental Warm-up and Post-Rental Cool-down Activities

To ensure the safety and enjoyment of the Pickering Soccer Centre for all patrons, staff and volunteers, no warm-up or cool-down activities shall be conducted in any area within the facility or the parking lot, other than the rental areas denoted on the invoice(s). Examples of such restricted areas, but not limited to, are hallways, and the parking lot.

First Aid

The Pickering Soccer Centre reserves the right to require emergency medical staff and/or a first aid station for any rental at the expense of the Client. If required, the Pickering Soccer Centre also reserves the right to hire such personnel and include the cost in the Client's invoice, or request proof that the Client has certified staff on site. Clients must provide their own first aid supplies and are encouraged to have one or more group members trained in Emergency first Aid and CPR.

Injuries must be reported immediately to facilities staff and the appropriate injury report completed.

Other

For the safety of all patrons, staff and volunteers, no fireworks or incendiary devices may be used indoors or on the Pickering Soccer Centre premises. Open flame candles are also strictly prohibited.

14. FOOTWEAR

Flat-soled athletic shoes, turf shoes, or molded cleats no longer than ½ inch are the only type of footwear that may be worn on the turf fields. Metal spikes or cleats are not permitted. All participants/team officials must ensure that any mud or dirt caked into their footwear is cleaned off outside the facility or into a garbage can before entering onto the turf.

15. ALCOHOL

The sale and/or consumption of alcohol are forbidden unless the Client has received permission from the Facilities Booking staff and has obtained a Special Occasion permit/liquor license. All staff hired to serve alcohol must supply proof of SmartServe certification and photo ID. Failure to comply with LLBO regulations will result in the immediate cancellation of the rental agreement, notification of authorities and removal from the area. No refund will apply.

16. FOOD & BEVERAGE

ONLY WATER IS PERMITTED INSIDE THE DOME FOR ATHLETES AND SPECTATORS. For event purposes, food and beverages are not permitted inside the dome unless written authorization is granted – please contact the Facilities Booking staff to discuss food and beverage requirements. When such authorization is granted, the Client shall be required to have the field area covered where food and beverage have been permitted.

17. SPONSORS, ADVERTISING, PROMOTIONAL MATERIAL, SIGNAGE & BANNERS

The Client must receive prior written authorization for:

- Any advertisements or promotional material in connection with the Client's event that specifically reference the name and/or logos of The Pickering Soccer Centre, the Durham Region Soccer Association, or The Ontario Soccer Association
- To affix any decorations, set up displays or post any signage and/or banners in The Pickering Soccer Centre. If granted, the Client must ensure all materials are affixed with masking tape or non-marking adhesive and removed by the specific rental agreement end time. The Pickering Soccer Centre reserves the right to contract and charge for facility staff to provide the labour for any installations or removals of such.

Should the Client have sponsors for the event which are in direct conflict with those of the Pickering Soccer Centre, the Client may be required to pay a fee equivalent to the amount received by the Pickering Soccer Centre from its advertiser(s) and pro-rated for the duration of the event.

18. CLEAN UP

The Client is responsible for leaving the facility in the same condition as it was when they entered into it, including the proper disposal of litter. Failure to comply with this clause to the satisfaction of the Pickering Soccer Centre shall result in additional charges for maintenance by facility staff and/or the refusal of future rentals.

19. OTHER INFORMATION

If requested by the Pickering Soccer Centre, the Client shall be responsible for the arrangements and cost to have the indoor field covered with a protective surface, as specified by the Facilities Booking staff. Please contact the Facilities Booking staff to source a supplier for protective covering.

- Throwing confetti and or rice is strictly prohibited.
- The Client shall not sell any items unless prior approval has been given by the Facilities Booking staff. A vendor's permit must be posted during the permitted hours.