



ZANCHIN AUTOMOTIVE SOCCER CENTRE

7601 Martin Grove Rd. Vaughan, ON. L4L 9E4

E: soccercentre@ontariosoccer.net

T: 905-265-TURF (8873)

TERMS & CONDITIONS

Note: The Soccer Centre (Ontario) o/o by Ontario Soccer Association Inc. is hereafter referred to as The Zanchin Automotive Soccer Centre or The ZASC.

1. Rental Types

Casual Rentals	Single or short term rentals, applicable to sport groups requesting field rentals
Contract Rental	Long term or seasonal rentals, applicable to sport groups requesting field rentals
Conference Room	
Special Event, Camp or Tournament	
Birthday Party	

2. Rentals

Only those persons 18 years of age or older may book a rental, sign the Facility Permit, and be authorized by the Permit Holder as its representative to be present at the rental as specified in the Facility Permit. When issued, failure to sign and return the facility Permit to The OSC prior to use of the permit will not be construed as a rejection of acceptance of the terms within the Facility Permit and the Terms and Conditions. In fact, the use of the permit at any time will be construed as implied consent that the Permit Holder agrees to and is bound by the terms of the Facility Permit and the Terms and Conditions.

Leagues and tournaments are required to have a convenor/organizer present during the rental. A desk in the main lobby or use of the Convenor Room will be made available. Participants under the age of 18 must be supervised by an adult and/or the Permit Holder at all times.

The Facility Permit is valid for the use, location, date(s) and time(s) as specified in the Facility Permit. A Facility Permit does not imply any other rights, nor the use of additional items or services which were not requested with the rental. Any additional items or services must be requested at the time of booking and additional fees may apply.

The Facility Permit may not be changed, exchanged, given or subleased to any other individual, corporation, group or team without written consent of The OSC General Manager. Permit Holders who engage in any manner of changing their Facility Permit without OSC consent shall have their Facility Permit revoked and automatically terminated.

Confirmed Facility Permits require full payment upon booking or an approved payment plan (see "Item 6 - Payment").

RESPONSIBILITIES OF THE PERMIT HOLDER

3. Rental Time

All field rentals are for 55 minutes of playing time. Any field rented for a block of time greater than one (1) hour shall end 5 minutes prior to the scheduled end time. Time required for teams to warm-up and/or cool down must be included in all field rentals. All rentals must include time for setting up/taking down of equipment and cleanup where such time is required. The Permit Holder agrees to begin its activity or event promptly at the scheduled start time and agrees to have its group vacate the designated rental space(s) by the scheduled end time and remove all privately owned or rented property, personal effects and, if applicable, alcohol.

Note: An overtime charge of \$500 per field will be applied if the Permit Holder, or anyone in connection with the Permit Holder, uses the rental space and/or any related area beyond the time indicated in the Facility Permit.

The OSC reserves the right to cancel a Facility Permit, close any function, and/or retain full payment, or portion of payment, for failure to comply with the Terms and Conditions and the Facility Permit.

4. Insurance Requirements

All rentals require proof of liability insurance in the amount of \$5 million naming The Zanchin Automotive Soccer Centre, The Ontario Soccer Association and the City of Vaughan as additional insured. Proof of such insurance must be provided to The ZASC **no later than fourteen (14) days prior to Permit Holder's use of the rental areas.**

Failure to carry valid insurance will be grounds for immediate termination of the Facility Permit.

5. Indemnity

The Permit Holder agrees that The OSC, The Ontario Soccer Association and the city of Vaughan have made no representations or warranties as to the fitness or nature of the facility or equipment, and by utilizing the facility, the Permit Holder relieves The OSC, the Ontario Soccer Association from any and all claims which the Permit Holder now has or may in future

have in that regard. Further, the Permit Holder agrees to unconditionally indemnify on a joint and several basis and hold harmless The OSC, The Ontario Soccer Association and the City of Vaughan, and each of their respective officers, directors, elected officials, employees, agents and representatives ("The OSC Parties") from, and against any and all claims, actions, liabilities, damages, losses, demands, suits, judgement, awards, fines, fees (including court costs and lawyer fees), costs or expenses ("Claims") arising out of, incidental to, or based upon the occupancy or use of the rental areas by the Permit Holder, its employees, guests, or invitees unless such Claims are a result of the wilful misconduct or gross negligence of The OSC. The OSC Parties are not responsible for any loss, damage, injury, or death due to the use of the rental areas by the Permit Holder, its employees, guests and/or invitees. The OSC Parties are hereby released from all Claims whatsoever, arising from, relating to or in connection with the Permit Holder's use or occupation of the rental areas. The Permit Holder will promptly notify The OSC of any such claims.

6. Payment

Accepted methods of payment include VISA, MasterCard, debit, cheques and corporate electronic funds transfers (EFTs). The OSC does not accept cash.

Casual Rentals require payment at time of booking to confirm the rental.

Contract Rentals require a deposit equivalent to the first month's rental to be paid 30 days prior to the first rental date. The remainder of the contract booking shall be invoiced monthly with payment due before the first of each month's rental, to be paid by pre-authorized credit card payment or by post-date cheques.

Special Events, Camps & Tournaments require a deposit equivalent to 25% of rental to be paid at time of booking agreement, with the remaining balance due 14 days prior to the event.

Non Payment

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

Overdue accounts are subject to interest charges of 2% per month. Failure to pay for the permit within the specified time period will result in the cancellation of the rental request, and the time will be placed back in the available inventory. The OSC reserves the right to cancel the permit upon written notice if the permit holder defaults on any or all payments.

7. Cancellations

Casual Rentals, Birthday Parties & Conference Room

Cancellations must be provided by written notice a minimum of 14 days prior to the date(s) affected for a full refund or credit. For written notice of cancellations received less than 14 days prior to the date(s) affected, the full fee will be incurred.

Contract Rentals

Cancellations must be provided by written notice a minimum of 60 days prior to the affected month(s) for a full refund or credit for the unused portion of the contract.

Special Events, Camps & Tournaments

Cancellations must be provided by written notice a minimum of 30 days prior to the affected month(s) for a full refund or credit. For written notice of cancellations received less than 30 days prior to the affected month(s), the full fee, less deposit, shall be refunded and future requests for booking time may not be considered.

Rental fees shall not be reduced if the Permit Holder fails, or elects, not to use any portion of the time specified on the permit.

The OSC reserves the right to cancel a rental 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 Permit Holder as soon as possible. A credit will be issued if an alternate rental time cannot be provided.

8. Change Rooms

Change rooms are provided for field rentals on the basis of one room per team or group of 20 people up to a maximum of 2 rooms per hour of rental time. Changing on the field is not permitted at any time, whether prior to the start of a game or after the game has ended. Access to change rooms will be given 30 minutes prior to field access time. The Permit Holder agrees to vacate their assigned change room(s) within 30 minutes after the end of the field rental. The Permit Holder is responsible for returning the change room key (s); for any key not returned, the Permit Holder shall be charged \$100/key. Change rooms must be left in a clean and usable condition when vacated.

Cameras of any type and video recording devices are strictly prohibited in the change room areas.



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9. Facility Occupancy

The maximum capacity for the Indoor facility building is 2820 persons. The maximum capacity for the Ontario Soccer Stadium is 1228 persons. The capacity rate for either facility includes the Permit Holder's volunteers and staff, guests and participants **in addition** to any OSC staff and its volunteers and tenants. If tickets are being sold to the event, the Permit Holder may only sell tickets equivalent to the maximum facility capacity less all staff, volunteers and guests of the Permit Holder and The OSC and its tenants. The OSC the right to monitor capacity at all times and refuse entry to the facility when capacity has been reached.

10. Conduct of Permit Holders

The Permit Holder shall be responsible for the actions, conduct and supervision of all persons admitted to The OSC and surrounding area including parking areas, during the permitted time period and shall ensure that all obligations contained in the permit are strictly observed.

Spectators, and those in their care, or in the care of participants on the field, are not permitted anywhere on, or around the indoor field, and must view from the balcony, upper lobby or restaurant. For activities occurring in the outdoor stadium, all spectators must remain within the bleacher area. Strollers are not permitted on either field.

Spitting on the field is prohibited. In addition, vandalism, littering, abusive language, smoking of any kind, 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 OSC. Such actions may also be deemed as just cause to cancel a permit or reject future permit applications.

11. Damages, Loss and Theft

The OSC 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 Permit Holder, its agents, employees, contractors or attendees shall be the sole responsibility of the Permit Holder.

The OSC will not be responsible for damage, loss or theft of personal effects, equipment or supplies of the Permit Holder, their guests, attendees and participants unless such reasonable damage is a result of the wilful conduct and/or gross negligence of The OSC. All valuables should be kept in secure locations.

The Permit Holder agrees to immediately reimburse The OSC for any overtime wage payments or other expenses incurred by The OSC due to failure to comply with proper cleanup or other terms and conditions of the Facility Permit or these Terms and Conditions.

12. Footwear

Flat-soled athletic shoes, turf shoes or molded cleats no longer than 1/2 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.

13. Food & Beverages

Gum chewing is prohibited on the turf fields. Sunflower seeds and unshelled nut products are not permitted anywhere on the premises.

Participants and team officials may bring water on the field in a sealed plastic container such as a sports bottle or as bottled water. Sweetened beverages, such as, but not limited to, fruit juice or soda, are not permitted on the field. Food of any type is not permitted on the field.

14. Health & Safety

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

To ensure the safety and enjoyment of The OSC 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 permitted rental space. Examples of such areas, but not limited to, are hallways, stairs and stairwells, the second floor balcony (designated for spectators), field perimeter and the parking lot.

First Aid

The OSC reserves the right to require emergency medical staff and/or a first aid station for any rental at the expense of the Permit Holder. If required, The OSC reserves the right to hire such personnel and include the cost in the Permit Holder's rental, or request proof that the Permit Holder has certified staff on site. Permit Holders must provide their own first aid supplies and are encouraged to have at least one of its group members trained in Emergency First Aid and CPR.

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

Pets

Pets are not permitted in the facilities but are allowed on premises directly outside of the indoor facility and the outdoor stadium provided they are leashed and with the owner. Licensed service animals are permitted and OSC staff should be notified upon their entrance into the facility. OSC Staff may request proof of credentials for a service animal.

Other

The following activities are strictly prohibited:

- Smoking of any kind inside The OSC facility,
- Smoking within the fenced boundaries of the outdoor stadium and spectator area,
- Use of alcohol without a valid license,
- Use of drugs or other illegal substances, inside or outside the facility property
- Fireworks and other incendiary devices inside the facility or on OSC premises
- Open flame candles

15. Parking

The Permit Holder and those in connection with the Facility Permit must use the parking areas where 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.

16. Security

The OSC reserves the right to require police, security staff and/or parking control staff for any rental at the expense of the Permit Holder. Such personnel will be hired by The OSC and the cost included with the rental.

17. Alcohol and Marijuana

The sale and/or consumption of alcohol are forbidden unless the Permit Holder has received permission from The OSC 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 permit, notification of authorities and removal from the permitted area. No refund will apply. No access to the balcony is provided for events when alcohol consumption is permitted. The use and/or consumption of marijuana is strictly prohibited.

18. Food Services

Whitebox Catering is the official caterer for events held at The OSC. Food and beverages from other sources are not permitted unless written permission from The OSC has been issued. When such permission has been granted, or if it has been determined that it is not feasible to keep the restaurant open during the Permit Holder's rental time, a concession surcharge shall be added to the Permit Holder's rental, regardless whether restaurant labour is required.

Catering requests must be submitted no later than 7 days prior to the event. To contact **Whitebox Catering**, please call 647-505-7601 or email info@cateringbywhitebox.com.

Food and beverages for an event are not permitted on the field unless written authorization is granted. If authorization has been granted for a request for food to be served on the field, the Permit Holder shall be required to have the field area covered where food and beverage have been permitted. The use of restaurant kitchen and the Canada Room for food preparation and/or storage is not permitted under any circumstances.

19. Audio Visual Equipment

The use of any and all audio visual equipment must be approved by OSC. VEO cameras are not permitted on

20. Sponsors, Advertising, Promotional Material, Signage & Banners, Fundraising

The Permit Holder must receive prior written authorization for

- Any advertisements or promotional material in connection with the Permit Holder's event that specifically reference the name and/or logos of The OSC) or The Ontario Soccer Association
- Affixing any decorations, posting of any signage and banners, displays or fundraising in The OSC and/or Outdoor Stadium. If granted, the Permit Holder must ensure all materials used to affix promotional material are non-marking, easily removable and appropriately disposed of (or reusable, such as carabiner clips to hang banners). All promotional material must be removed by the specified permit end time, unless The OSC has authorized other arrangement.

The OSC reserves the right to contract and charge for Facility staff to provide the labour for any installations or removals of such materials and/or rental of tables and chairs.

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

21. Clean Up

The Permit Holder is responsible for leaving the Facility in the same condition as it was when they entered into it, including the proper disposal of excess litter. Failure to comply with this responsibility to the satisfaction of The OSC shall result in additional charges for maintenance by OSC Facility staff and/or the refusal of future rentals.

22. Other Information

- If requested by The Zanchin Automotive Soccer Centre, the Permit Holder shall be responsible for the arrangements and cost to have the indoor field covered with a protective surface, as specified by The OSC General Manager.
- Confetti is prohibited.
- Audio visual equipment is the responsibility of the Permit Holder, as are additional power requirements beyond what The OSC is able to provide (e.g. Back-up power source).
- The Permit Holder shall not sell any items unless prior approval has been given by The ZASC General Manager. A vendor's permit must be posted during the permitted hours.
- The Zanchin Automotive Soccer Centre HST Registration Number is **12426 8046 RT 0002**.



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23. Entire Agreement

This Facility Permit, including all schedules and annexes, hereto, if applicable, constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes all other oral or written agreements or understandings relating hereto.

24. Counterparts

This Facility Permit may be signed in any number of counterparts transmitted by means of scanned PDF via email, traditional mail or hand delivery, each of which shall be deemed an original and which together shall constitute one agreement (Facility Permit).

25. Governing Law

This Facility Permit shall be governed and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in the Province of Ontario, and the parties irrevocably agree to the non-exclusive jurisdiction of the courts of the competent jurisdiction in the Province of Ontario with respect to all matters relating to this Facility Permit.

26. Additional Charges

Type of Charge	Details	Amount of Charge
Liability Insurance	A charge for liability insurance will be added to the cost of the field rental if the permit holder does not have liability insurance. The charge is determined by the type and duration of the rental and number of participants	Varies as to number of participants, type and duration of event
Interest on late payments	Interest will be accumulated on a monthly basis and added to invoice	2.0% per month
Non-payment due to insufficient funds	All subsequent payments to be made by bank draft or money order.	\$50.00
Cancellation Fee	Administrative charge	\$25.00
Overtime	Applied when rental time exceeds time booked as indicated in permit (and/or invoice)	Rental rate as charged
Maintenance	Applied when conditions of rental not left as when received and requires additional cleaning by facility staff <i>(Note: this charge is not applicable if a housekeeping charge has been included with the rental)</i>	Varies as to cleaning required
Damage Deposit		\$500.00
Change Room Key	Key not returned and/or lost	\$100.00