

BY-LAW NO. 64-12

OF THE CORPORATION OF THE TOWN OF AYLMER

Being a By-Law to set the Rental Rates and/or criteria for the Town of Aylmer owned Municipal Facilities, Sports Fields, Parks & Pavilions.

WHEREAS Sections 9, 10 and 11 of the Municipal Act, S.O. 2001 Chapter 25 as amended authorizes municipalities to pass by-laws imposing fees or charges on any class of person, for services and activities provided or done by or on behalf of the municipality; and for the use of its property;

AND WHEREAS the Council of the Corporation of the Town of Aylmer undertook a review of its rental rates and criteria for the Town-owned municipal facilities, sports fields, parks and pavilions and made certain amendments by By-law 57-12 on September 10, 2012;

AND WHEREAS the Council of the Corporation of the Town of Aylmer deems it necessary to create a new By-law to include all amendments;

NOW THEREFORE THE COUNCIL OF THE CORPORATION OF THE TOWN OF AYLMER HEREBY ENACTS AS FOLLOWS:

1. That the rental rates for municipally owned facilities and respective rules and regulations including agreements be set as per the sections and subsections attached hereto and form part of this By-law.

Section 1

Old Town Hall Community Theatre

- 1-1 - Old Town Hall Community Theatre Rental Rates
- 1-2 - Old Town Hall Community Theatre Information and Regulations
- 1-3 - Old Town Hall Community Theatre Rental Agreement
- 1-4 - Old Town Hall Community Theatre Rental Agreement Notice of Cancellation

Section 2

Palmer Park Bandshell/Meeting Room

- 2-1 - Palmer Park Bandshell/Meeting Room Rental Rates
- 2-2 - Palmer Park Bandshell/Meeting Room Information and Regulations
- 2-3 - Palmer Park Bandshell/Meeting Room Rental Agreement
- 2-4 - Palmer Park Bandshell/Meeting Room Rental Agreement Notice of Cancellation

Section 3

Pavilions

- 3-1 - Pavilion Rental Rates
- 3-2 - Pavilion Information and Regulations
- 3-3 - Pavilion Rental Agreement
- 3-4 - Pavilion Rental Agreement Notice of Cancellation

Section 4

Ball Diamonds

- 4-1 - Ball Diamond Rental Rates
- 4-2 - Ball Diamond Information and Regulations
- 4-3 - Ball Diamond Rental Agreement
- 4-4 - Ball Diamond Rental Agreement Notice of Cancellation

**Section 5
Soccer Fields**

- 5-1 - Soccer Field Rental Rates
- 5-2 - Soccer Field Information and Regulations
- 5-3 - Soccer Field Rental Agreement
- 5-4 - Soccer Field Rental Agreement Notice of Cancellation

**Section 6
Tennis Courts**

- 6-1 - Tennis Court Rental Rates
- 6-2 - Tennis Court Information and Regulations

**Section 7
Basketball Court**

- 7-1 - Basketball Court Rental Rates
- 7-2 - Basketball Court Information and Regulations

**Section 8
Special Events**

- 8-1 - Special Event Rental Agreement
- 8-2 - Special Event Information and Regulations
- 8-3 - Special Event Rental Agreement Notice of Cancellation

**Section 9
Request Form for Base Rental Fee Waiver**

SCHEDULES INDEX

No.	Description
A	Waiver Fee Exemption Policy

2. That the rental rates as outlined above, may be reviewed annually, and may be revised from time to time, by Council resolution.
3. That By-laws 36-12 and 57-12 and all amendments thereto, and any other by-law in contravention with the provisions of this By-law are hereby repealed.

READ A First and Second time this 15th day of October, 2012.

Original signed by:

Mayor, Jack Couckuyt

Original signed by:

Clerk, Nancie J. Irving

READ A Third time and finally passed this 15th day of October, 2012.

Original signed by:

Mayor, Jack Couckuyt

Original signed by:

Clerk, Nancie J. Irving



TOWN OF AYLMER

46 Talbot Street West
Aylmer, Ontario N5H 1J7
Phone: (519) 773-3164
www.aylmer.ca

OLD TOWN HALL COMMUNITY THEATRE

38 John Street South
Aylmer, Ontario, N5H 2C2
Phone (519) 773-3164

RENTAL RATES

	<u>Rate</u> (base rate)	<u>Tax</u> (as applicable)	<u>Total</u>
1 to 5 hours	\$30.00/hr		
Day rate (over 5 hours)	\$200.00		
Multiple Day Use (flat rate-consecutive days)			
2 days	\$375.00		
3 days	\$475.00		
4 days or more	\$150.00 per/day		
Light/Sound Technician hourly rate /per technician (if required)	Current Municipal Rate (\$25.00 per hour as at Sept/12)		
Piano flat rate	\$50.00		
Set-up and Take-down (if required)	\$35.00		
SOCAN (if applicable)	In accordance with the current SOCAN Tariff Licence Fee Schedule.		

(Subject to change)

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INFORMATION AND REGULATIONS

1. The Renter(s) is responsible for completing a rental agreement and is required to make payment upon booking unless otherwise stipulated in the agreement.
2. The Renter(s) shall obey and observe all laws, by-laws and regulations of the Town of Aylmer, the Province of Ontario, and the Government of Canada.
3. All user groups/organizations shall obtain and maintain valid general liability insurance (where required) at its own expense, in a form satisfactory to the Town and in an amount of a minimum of two million dollars (\$2,000,000.00) and provide a copy of the certificate of insurance prior to use of the Town's property. Such insurance shall be written by an insurer licensed to conduct business in Ontario and shall include the 'Town of Aylmer' as additional insured with respect to the Renter's operation and obligation under this agreement. The Town reserves the right to request, from time to time, such other amounts and types of insurance due to the specifics of the event; failure to satisfactorily meet these conditions relating to insurance shall be deemed a breach of this agreement.
4. The Renter(s) agrees to indemnify and hold harmless the Corporation of the Town of Aylmer from and against any and all loss, claims, actions, damages, liabilities, costs and expenses, including legal fees, in connection with loss of life, personal injury, damage to property or any other loss or injury whatsoever arising from or out of any occurrence in, upon or at the leased premises of the Town or the occupancy or use by the Renter. If the Town shall without fault on its part be made a party to any litigation commenced by or against the Renter, then the Renter shall protect, indemnify and hold the Town harmless and shall pay all costs, expenses and legal fees incurred or paid by the Town in connection with such litigation. The Renter shall also pay all costs, expenses and legal fees that may be incurred or paid by the Town in enforcing the terms covenants and conditions of this agreement, unless a court of law shall decide otherwise.
5. The Renter(s) will be subject to additional charges should the facility or equipment be damaged in any way and/or additional clean up is required as a result of the rental. The renter will be responsible for all related charges including an administration fee of a minimum \$100 plus applicable taxes.

6. **Only** Town of Aylmer in-house technicians are permitted to operate the light and/or sound equipment. The Renter must contact the technician(s) directly to make the appropriate arrangements for their services. The cost incurred for light and/or sound will be based on their total hours and related costs for the function (these hours may exceed the actual booking or performance/show times). All costs related to the technician's services and rental agreement will be invoiced following the event.
7. If the kitchen facilities are used they must be left in a clean and orderly state.
8. If the event includes tents, vendors, preparation and/or selling of food at the facility, the Renter is required to complete a Special Event Agreement Form with the Town.
9. Any function that involves preparing and/or providing food and/or beverage to the public regardless of whether it is free or there is a fee charged, the Renter is responsible to make application to the Elgin St. Thomas Health Unit and must adhere to all of the Health Unit's requirements with respect to but not limited to food preparation, storage and handling.
10. Access to the facility must be during the specified times on the agreement **only**. Should the Renter require access the day prior to their event for personal set-up etc. the facility must be booked and the appropriate payment will be applied.
11. An electronically operated projection screen (approx. 12' x 12') is available, however if this is required for the rental this must be indicated on the rental agreement.
12. Two dressing rooms are located above the stage. If required for the event, this must be indicated on the rental agreement.
13. The facility is normally set in theatre style (rows of chairs). Only Town of Aylmer staff is permitted to handle the tables, chairs and other equipment to accommodate the renter's requirements. A charge will apply to any event that requires a set-up and take-down.
14. Rentals that are using the facility for youth bands are required to provide a minimum of two (2) adult chaperons that must be on site at all times. The names and phone numbers of the chaperons must be listed on the rental agreement.
15. The Renter(s) will be responsible for set-up and take-down of all personal displays. All materials and equipment must be removed from the facility at the conclusion of the event.
16. **DO NOT USE** tape or tacks on any walls, windows etc. in the facility. The following are prohibited in the facility, but not limited to; open flames, confetti, fog machines, dry ice, or any other type of pyrotechnic devices. Should the event require a prop similar to any of the above, written permission must be granted by Town staff prior to its use.
17. The light switch for the main floor is located behind the kitchen door. The top button is 'on' and the bottom button is 'off'.

18. The Town is not responsible for any personal items that are damaged, missing, lost or stolen.
19. The Renter may post a notice (poster) of their event in the display case located on the south side of the outside entrance of the Old Town Hall Theatre. Remove this notice following the event. Do not tape anything to the front door.
20. Notice of Cancellation shall be made in writing on the required form and submitted to the Town Office at least two (2) weeks prior to the date of the function. All cancellations will result in a \$25.00 administration fee plus applicable taxes.
21. The Town is responsible for providing one piano tuning a year for the Piano. Any Renter who wishes an additional tuning must request this through Town staff and the Renter will be responsible for all costs incurred for additional tuning(s) as well as the regular rental fee.
22. The Renter will be responsible for any charges assessed by the Society of Composers, Authors and Music Publishers of Canada at the most current rate.
23. Rental keys are to be picked up from the Municipal Office, 46 Talbot Street West, Aylmer ON during regular office hours, 8:30 am-4:30 pm Monday-Friday. If it is a weekend or evening rental, ensure the key is picked up before the Town Hall closes. The Town Hall office is closed on Statutory Holidays.
24. The Renter will receive four keys - one key to the outside door allowing access to the lobby area, one key will open the door at the top of the stairs into the theatre, the third key will allow the use of the elevator located in the lobby. For use of the elevator (insert the key into the lock and turn to the 'on' position this will activate the operation buttons on both floors). The fourth key is to the public accessible washroom in the lobby on the ground floor.
25. Before leaving the facility, return the elevator to the second floor and turn the lock to the "off" position thus prohibiting others from accessing the facility.
26. Following the rental, the keys may be placed in Municipal Office mail slot, or return the keys to the office during the next business day. The Town Hall office is closed on Statutory Holidays.
27. If the function is an alcoholic event, this shall be indicated on the rental agreement and the Renter must adhere to the Town's Municipal Alcohol Policy. A copy of the Special Occasion Permit, Insurance and Checklist for Renters must be provided at least 2 weeks prior to the event. Failure to provide this information as required will result in cancellation of rental.
28. Alcohol is only permitted on the premises during the times specified on the Special Occasion Permit.

29. Ensure all doors are locked at the end of the rental. This facility has a shared lobby with the Library. The main outside entrance door must be locked if the event is outside of the following Library hours.

Monday 9:30 am – 8:30 pm.

Tuesday 9:30 am – 8:30 pm.

Wednesday – Closed

Thursday 9:30 am – 8:30 pm.

Friday/Saturday 9:30 am – 5:00 pm.

Hours may be subject to change, check the listing located outside of the facility, north of the main outside entrance.

30. The stage curtains may be closed and/or opened as per the rental requirements. Under no circumstances are the curtains to be removed or tied back.
31. The Renter is responsible to leave the facility in a neat and tidy manner. Remove all food waste at the time of the departure.
32. All concerns, safety or otherwise, should be reported to Town staff.
33. All requests for fee waivers shall be received no later than 30 days prior to the event.
34. No waiver applications will be received or processed after the 30-day period.
35. The Town reserves the right to decline bookings for staffing and/or safety reasons.
36. This By-law and Fee Schedule are subject to amendments without prior notice.
37. Rates will be adjusted annually by the Ontario All Goods CPI (Consumer Price Index) and any booking beyond the current calendar year shall be subject to the adjusted rate.



TOWN OF AYLMER

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Phone: (519) 773-3164
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OLD TOWN HALL COMMUNITY THEATRE

38 John Street South, Aylmer, Ontario, N5H 2C2 Phone: (519) 773-3164

RENTAL AGREEMENT

Date Booked: _____ Date of Event: _____

Type of Event: _____

Name of Individual/Organization: _____

Address: _____ Postal Code: _____

Home Telephone: _____ Business Telephone: _____

Invoicing - If different than above

Name of Individual/Organization: _____

Address: _____ Postal Code: _____

Access Time: _____ Departure Time: _____

<u>Areas/Items to be Used:</u> (Check)	<u>Charges: (office use only)</u>	Light/Sound Charge
Main Floor _____	Base Rate _____	
Stage _____	Light _____ hrs.	_____
Balcony _____	Sound _____ hrs.	_____
Dressing Rooms _____	Piano _____	
Light _____	Set UP/TD _____	
Sound _____	SOCAN _____	
Microphone _____	Sub Total _____	Subtotal _____
Piano _____	Tax _____	Tax _____
Projection Screen _____	Total _____	Total _____
Kitchen _____	Receipt # _____	Receipt # _____
Beverage Bar _____		
SOCAN _____	Alcoholic Event Yes / No	

OLD TOWN HALL COMMUNITY THEATRE

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RENTAL AGREEMENT

Set-up Details: _____

NOTE: only those areas noted on the rental agreement form may be accessed during the rental.

I have read, understand and agree to abide by the Information and regulations for this facility.

Renter

Date

Town Official

Name of Chaperons (if applicable)

Name

Phone Number

Name

Phone Number



TOWN OF AYLMER

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NOTICE OF CANCELLATION

OLD TOWN HALL COMMUNITY THEATRE

38 John Street South
Aylmer, Ontario, N5H 2C2
Phone (519) 773-3164

Date Booked: _____ Date of Event: _____

Name:
Individual/Organization _____

Address: _____ Postal Code: _____

Phone: (Home) _____ (Business) _____

Reason for Cancellation: _____

*Note: cancellation is subject to a \$25.00 administration fee + applicable taxes.

Signature of Renter

Date

For Office Use

Date Received: _____

Action Taken: _____



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PALMER PARK BANDSHELL / MEETING ROOM

RENTAL RATES

	<u>Rate</u> (base rate)	<u>Tax</u> (as applicable)	<u>Total</u>
Bandshell Stage	\$35.00/day		
Meeting Room	\$30.00/hr		

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PALMER PARK BANDSHELL / MEETING ROOM

INFORMATION AND REGULATIONS

1. The Renter is responsible for completing a rental agreement and is required to make payment upon booking unless otherwise stipulated in the agreement.
2. The Renter shall obey and observe all laws, by-laws and regulations of the Town of Aylmer, The Province of Ontario, and the Government of Canada.
3. All user groups/organizations shall obtain and maintain valid general liability insurance (where required) at its own expense, in a form satisfactory to the Town and in an amount of a minimum of two million dollars (\$2,000,000.00) and provide a copy of the certificate of insurance prior to use of the Town's property. Such insurance shall be written by an insurer licensed to conduct business in Ontario and shall include the 'Town of Aylmer' as additional insured with respect to the Renter's operation and obligation under this agreement. The Town reserves the right to request, from time to time, such other amounts and types of insurance due to the specifics of the event; failure to satisfactorily meet these conditions relating to insurance shall be deemed a breach of this agreement.
4. The Renter(s) agrees to indemnify and hold harmless the Corporation of the Town of Aylmer from and against any and all loss, claims, actions, damages, liabilities, costs and expenses, including legal fees, in connection with loss of life, personal injury, damage to property or any other loss or injury whatsoever arising from or out of any occurrence in, upon or at the leased premises of the Town or the occupancy or use by the Renter. If the Town shall without fault on its part be made a party to any litigation commenced by or against the Renter, then the Renter shall protect, indemnify and hold the Town harmless and shall pay all costs, expenses and legal fees incurred or paid by the Town in connection with such litigation. The Renter shall also pay all costs, expenses and legal fees that may be incurred or paid by the Town in enforcing the terms covenants and conditions of this agreement, unless a court of law shall decide otherwise.
5. The Renter will be subject to additional charges should the facility or equipment be damaged in any way and/or additional clean up required as a result of the rental. The Renter will be responsible for all related charges including an administration fee plus applicable taxes. A minimum of \$100.00 will apply.
6. Access to the facility must be during the specified times on the agreement **only**. Should the Renter require access the day prior to their event for personal set-up etc. the facility must be booked and the appropriate payment will be applied.

7. Notice of cancellation shall be made in writing on the required form and delivered to the Town Office at least 2 weeks prior to the date of the function. All cancellations will result in a \$25.00 administration fee plus applicable taxes.
8. Rental keys are to be picked up from the Municipal Office, 46 Talbot Street West, Aylmer ON during regular office hours, 8:30 am - 4:30 pm Monday to Friday. If it is a weekend or evening rental, ensure the key is picked up before the Town Hall closes. The Town Hall office is closed on Statutory Holidays.
 - a. Bandshell rentals will receive a key to access the washrooms & electrical room.
 - b. Meeting Room rentals will receive a key to the facility and access to the washrooms.
 - c. All registered permitted users/groups of Palmer Park will receive a key and have access to the washrooms for the duration of the event.
9. Following the rental, the keys may be placed in the Municipal Office mail slot, or return the keys to the office during the next business day. The Town Hall office is closed on Statutory Holidays.
10. If the event includes tents, vendors, preparation and/or selling of food at the facility, the Renter is required to complete a Special Event Agreement Form with the Town.
11. Any function that involves preparing and/or providing food and/or beverage to the public regardless of whether it is free or there is a fee charged, the Renter is responsible to make application to the Elgin St. Thomas Health Unit and must adhere to all of the Health Unit's requirements with respect to but not limited to food preparation, storage and handling.
12. The use of tape, nails or tacks etc, on the walls, windows etc. in the facility is strictly prohibited. If you wish to decorate, this must be noted and approved at the time of rental.
13. The Renter is responsible to leave the facility in a neat and tidy manner. Remove all food waste at the time of the departure.
14. Ensure that all doors are locked at the end of the rental.
15. All concerns, safety or otherwise, should be reported to Town staff.
16. The Town is not responsible for any personal items that are damaged, missing, lost or stolen.
17. All requests for fee waivers shall be received no later than 30 days prior to the event.
18. No waiver applications will be received or processed after the 30-day period.
19. The Town reserves the right to decline bookings for safety reasons.
20. This By-law and Fee Schedule is subject to amendments without prior notice.

21. Rates will be adjusted annually by the CPI (Consumer Price Index) and any booking beyond the current calendar year shall be subject to the adjusted rate.



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PALMER PARK BANDSHELL / MEETING ROOM

RENTAL AGREEMENT

Date booked: _____ Date(s) of Event: _____

Name:
of Individual/Organization: _____

Address: _____

Postal Code: _____ Telephone: _____

Type of Event: _____

Access Time: _____ Departure Time: _____

Private Event: _____ Public Event: _____

Is food being provided to the General Public: _____

Expected Attendance: _____

I have read, understand and agree to abide by the rules and regulations as set forth regarding this facility.

Renter's Signature

Date

Receipt #

Town Official



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NOTICE OF CANCELLATION

PALMER PARK BANDSHELL / MEETING ROOM

Date Booked: _____ Date of Event: _____

Name:
Individual/Organization _____

Address: _____ Postal Code: _____

Phone: (Home) _____ (Business) _____

Reason for Cancellation: _____

*Note: cancellation is subject to a \$25.00 fee + applicable taxes.

Signature of Renter

Date



For Office Use

Date Received: _____

Action Taken: _____



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PAVILIONS

PAVILION RENTAL RATES

	<u>Rate</u> (base rate per/day)	<u>Tax</u> (as applicable)	<u>Total</u>
Kinsmen/Optimist	\$35.00		
Lions	\$30.00		

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PAVILIONS

INFORMATION AND REGULATIONS

The Lions, Optimist and Kinsmen Park pavilions must be reserved to ensure their availability.

1. Any individual or group wishing to reserve a pavilion must sign an agreement by attending at the Municipal Office located at 46 Talbot Street West, Aylmer ON during regular business hours, Monday to Friday from 8:30 am to 4:30 pm. The office is closed on Statutory Holidays.
2. The Renter shall obey and observe all laws, by-laws and regulations of the Town of Aylmer, The Province of Ontario, and the Government of Canada.
3. All user groups/organizations shall obtain and maintain valid general liability insurance (where required) at its own expense, in a form satisfactory to the Town and in an amount of a minimum of two million dollars (\$2,000,000.00) and provide a copy of the certificate of insurance prior to use of the Town's property. Such insurance shall be written by an insurer licensed to conduct business in Ontario and shall include the 'Town of Aylmer' as additional insured with respect to the Renter's operation and obligation under this agreement. The Town reserves the right to request, from time to time, such other amounts and types of insurance due to the specifics of the event; failure to satisfactorily meet these conditions relating to insurance shall be deemed a breach of this agreement.
4. The Renter(s) agrees to indemnify and hold harmless the Corporation of the Town of Aylmer from and against any and all loss, claims, actions, damages, liabilities, costs and expenses, including legal fees, in connection with loss of life, personal injury, damage to property or any other loss or injury whatsoever arising from or out of any occurrence in, upon or at the leased premises of the Town or the occupancy or use by the Renter. If the Town shall without fault on its part be made a party to any litigation commenced by or against the Renter, then the Renter shall protect, indemnify and hold the Town harmless and shall pay all costs, expenses and legal fees incurred or paid by the Town in connection with such litigation. The Renter shall also pay all costs, expenses and legal fees that may be incurred or paid by the Town in enforcing the terms covenants and conditions of this agreement, unless a court of law shall decide otherwise.
5. A non-refundable fee must be paid at the time of booking.

6. A key to the washrooms located in Kinsmen Park will be issued upon request for reservations made at the Kinsmen and Optimist pavilions. A key will also be issued for the water source located at the pavilion. If it is a weekend rental, ensure the key is picked up before the Municipal Office closes on Friday.
7. Following the event, ensure the washrooms are locked and the key may be placed in the mail drop box located at the Municipal Office at 46 Talbot Street West, or they may be returned in person to the office on the next business day.
8. The Town will post a notice at the pavilion stating the renter's name, date and time of event to inform others that the pavilion is reserved.
9. If the event includes tents, vendors, preparation and/or selling of food at the facility, the Renter is required to complete a Special Event Agreement Form with the Town.
10. Any function that involves preparing and/or providing food and/or beverage to the public regardless of whether it is free or there is a fee charged, the Renter is responsible to make application to the Elgin St. Thomas Health Unit and must adhere to all of their requirements in respect but not limited to food preparation, storage and handling. The Renter must provide a copy of the application to the Town prior to the event.
11. No motorized vehicles are allowed in the park area unless permission is granted by the Town prior to the event.
12. The Town reserves the right to cancel or relocate any reservation. In such case, the Renter will be notified as soon as possible and if suitable alternative arrangements cannot be made, a refund cheque will be issued to the Renter.
13. All concerns, safety or otherwise, should be reported to Town staff.
14. The Town is not responsible for any personal items that are damaged, missing, lost or stolen.
15. All requests for fee waivers shall be received no later than 30 days prior to the event.
16. No waiver applications will be received or processed after the 30-day period.
17. This By-law and Fee Schedule is subject to amendments without prior notice.
18. Rates will be adjusted annually by the CPI (Consumer Price Index) and any booking beyond the current calendar year shall be subject to the adjusted rate.



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PAVILION RENTAL AGREEMENT

Date booked: _____ Date of Event: _____

Name:
of Individual/Organization: _____

Address: _____

Postal Code: _____ Telephone: _____

Pavilion requested: _____

Type of Event: _____

Access Time: _____ Departure Time: _____

Private Event: _____ Public Event: _____

Is food being provided to the General Public: _____

Expected Attendance: _____

I have read, understand and agree to abide by the rules and regulations as set forth regarding this facility.

Renter Signature

Date

Receipt #

Town Official



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NOTICE OF CANCELLATION

PAVILIONS

Date Booked: _____ Date of Event: _____

Name:
Individual/Organization _____

Address: _____ Postal Code: _____

Phone: (Home) _____ (Business) _____

Reason for Cancellation: _____

*Note: cancellation is subject to a \$25.00 fee + applicable taxes.

Signature of Renter

Date

For Office Use

Date Received: _____

Action Taken: _____



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BALL DIAMONDS

BALL DIAMOND RENTAL RATES

	<u>Rate</u> (base rate)	<u>Tax</u> (as applicable)	<u>Total</u>
Adult			
Teams playing once weekly (x # of teams)	\$193.00		
Teams playing twice weekly (x # of teams)	\$386.00		
Youth			
per registrant	\$6.30		
Tournament			
per diamond/per day	\$32.00		

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BALL DIAMOND

INFORMATION AND REGULATIONS

1. All user groups wanting to reserve a time slot must complete and sign an agreement form.
2. All user groups that are scheduled through the Town must sign an agreement form and shall obtain and maintain valid general liability insurance at its own expense, in a form satisfactory to the Town and in an amount of a minimum of two million dollars (\$2,000,000.00) and provide a copy of the certificate of insurance prior to Ball Diamond use. Such insurance shall be written by an insurer licensed to conduct business in Ontario and shall include the 'Town of Aylmer' as additional insured with respect to the Renter's operation and obligation under this agreement. Failure to satisfactorily meet these conditions relating to insurance shall be deemed a breach of this agreement.
3. User fees shall be paid prior to utilizing the diamonds.
4. The Renter(s) shall obey and observe all laws, by-laws and regulations of the Town of Aylmer, the Province of Ontario, and the Government of Canada.
5. The Renter(s) agrees to indemnify and hold harmless the Corporation of the Town of Aylmer from and against any and all loss, claims, actions, damages, liabilities, costs and expenses, including legal fees, in connection with loss of life, personal injury, damage to property or any other loss or injury whatsoever arising from or out of any occurrence in, upon or at the leased premises of the Town or the occupancy or use by the Renter. If the Town shall without fault on its part be made a party to any litigation commenced by or against the Renter, then the Renter shall protect, indemnify and hold the Town harmless and shall pay all costs, expenses and legal fees incurred or paid by the Town in connection with such litigation. The Renter shall also pay all costs, expenses and legal fees that may be incurred or paid by the Town in enforcing the terms covenants and conditions of this agreement, unless a court of law shall decide otherwise.
6. All user groups are responsible to do their own lining unless otherwise stated in the signed rental agreement. The Town will supply the materials/equipment required for lining the diamonds.
7. Ball diamonds will be dragged by the Town once a day, Monday to Friday (unless unforeseen circumstances arise) excluding Statutory Holidays.

8. Special maintenance requirements for tournaments must be made with staff well in advance of the scheduled event.
9. Maintenance to all grassed areas will be scheduled on a weekly basis (unless unforeseen circumstances arise).
10. No motor vehicles are allowed in the parks or on the ball diamonds unless permission is granted by the Town prior to the event.
11. Each league will be provided access to the light box for evening play. Lights must be shut off at 11:00 p.m.
12. A \$200.00 registration deposit must be paid by minor organizations prior to diamond use. A refund shall be processed upon submission of the registration breakdown to the Town immediately following the season registration.
13. The Town reserves the right to change any costs, responsibilities or operational procedures relating to this agreement. The Town will notify the applicant in writing as soon as possible of any change.
14. Scheduled Users/Leagues may maintain an equipment box at the diamonds provided they are secure and maintained in a safe manner. The Organization will be responsible for all costs associated with this. The Town is not responsible for any lost/stolen or damaged property.
15. The Town reserves the right to cancel any practice or game when safety of the players is a concern due to diamond conditions.
16. All concerns, safety or otherwise, should be reported to Town staff.
17. Scheduled leagues are to notify the Town when their league is finished for the season.
18. The Town is not responsible for any personal items or equipment that is damaged, missing, lost or stolen.
19. If the event (tournament) includes tents, vendors, preparation and/or selling of food at the facility, the Renter is required to complete a Special Event Agreement Form with the Town.
20. All requests for fee waivers shall be received no later than 30 days prior to the event.
21. No waiver applications will be received or processed after the 30-day period.
22. This By-law and Fee Schedule is subject to amendments without prior notice.
23. Rates will be adjusted annually by the Ontario All Goods CPI (Consumer Price Index) and any booking beyond the current calendar year shall be subject to the adjusted rate.



TOWN OF AYLMER
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Phone: (519) 773-3164
www.aylmer.ca

BALL DIAMOND RENTAL AGREEMENT

Date Booked: _____

League Name: _____

Contact Name: _____

Address: _____ Postal Code _____

Phone: (Home) _____ (Business) _____

Season Start Date: _____ Finish Date: _____

Weekly Schedule:

Date: Diamond Booked: Time:

of Teams Seasonal Fee: Paid on: _____

Registration Deposit Paid: _____ Refunded: _____

Has certificate of insurance been provided? No: _____ Yes: _____

Tournaments: _____

Special Requirements: _____

I have read, understand and agree to abide by the information and regulations as set forth in this by-law.

Renter's Signature

Date

Receipt #

Town Official



TOWN OF AYLMER

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NOTICE OF CANCELLATION

BALL DIAMONDS

Date Booked: _____ Date of Event: _____

Name:
Individual/Organization _____

Address: _____ Postal Code: _____

Phone: (Home) _____ (Business) _____

Reason for Cancellation: _____

*Note: cancellation is subject to a \$25.00 fee + applicable taxes.

Signature of Renter

Date

For Office Use

Date Received: _____

Action Taken: _____



TOWN OF AYLMER

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SOCCER FIELDS

SOCCER RATES

Season Fee	<u>Rate</u> (base rate)	<u>TAX</u> (as applicable)	<u>Total</u>
Adult per season/per team	\$132.00		
Youth per registrant	\$6.30		
Tournament per pitch/per day	\$32.00		

TOWN OF AYLMER

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SOCCER FIELDS

INFORMATION AND REGULATIONS

1. All user groups wanting to reserve a time slot must complete and sign an agreement form.
2. Payment must be made prior to utilizing the soccer field.
3. The Renter shall obey and observe all laws, by-laws and regulations of the Town of Aylmer, The Province of Ontario, and the Government of Canada.
4. A \$200.00 registration deposit must be paid by minor organizations prior to utilizing the soccer field. A refund shall be processed upon submission of the registration breakdown to the Town immediately following the season registration.
5. All user groups that are scheduled through the Town must sign an agreement form and shall obtain and maintain valid general liability insurance at its own expense, in a form satisfactory to the Town and in an amount of a minimum of two million dollars (\$2,000,000.00) and provide a copy of the certificate of insurance prior to Soccer Field use. Such insurance shall be written by an insurer licensed to conduct business in Ontario and shall include the 'Town of Aylmer' as additional insured with respect to the Renter's operation and obligation under this agreement. Failure to satisfactorily meet these conditions relating to insurance shall be deemed a breach of this agreement.
6. The Renter(s) agrees to indemnify and hold harmless the Corporation of the Town of Aylmer from and against any and all loss, claims, actions, damages, liabilities, costs and expenses, including legal fees, in connection with loss of life, personal injury, damage to property or any other loss or injury whatsoever arising from or out of any occurrence in, upon or at the leased premises of the Town or the occupancy or use by the Renter. If the Town shall without fault on its part be made a party to any litigation commenced by or against the Renter, then the Renter shall protect, indemnify and hold the Town harmless and shall pay all costs, expenses and legal fees incurred or paid by the Town in connection with such litigation. The Renter shall also pay all costs, expenses and legal fees that may be incurred or paid by the Town in enforcing the terms covenants and conditions of this agreement, unless a court of law shall decide otherwise.
7. Field maintenance is scheduled weekly and will be performed unless weather conditions prohibit access to the field. All groups are responsible for their own lining of the field.

8. No motor vehicles are allowed in the parks or on the soccer fields unless permission is granted by the Town prior to the event.
9. The Town reserves the right to cancel any practice or game when safety of the players are a concern due to field conditions.
10. The Town is not responsible for any personal items or equipment that are damaged, missing, lost or stolen.
11. All concerns, safety or otherwise, should be reported to Town Staff.
12. If the event (tournament) includes tents, vendors, preparation and/or selling of food at the facility, the Renter is required to complete a Special Event Agreement Form with the Town.
13. All requests for fee waivers shall be received no later than 30 days prior to the event.
14. No waiver applications will be received or processed after the 30-day period.
15. This By-law and Fee Schedule is subject to amendments without prior notice.
16. Rates will be adjusted annually by the Ontario All Goods CPI (Consumer Price Index) and any booking beyond the current calendar year shall be subject to the adjusted rate.



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SOCCKER FIELD AGREEMENT

Date Booked: _____

League Name: _____

Contact Name: _____

Address: _____ Postal Code _____

Phone: (Home) _____ (Business) _____

Season Start Date: _____ Season Finish Date: _____

Weekly Schedule:

Date	Time

Seasonal Fee: _____ Paid: _____

Registration Deposit Paid: _____ Refunded: _____

Has insurance been provided? Yes: _____ No: _____

Tournaments: _____

Special Requirements _____

I have read, understand and agree to abide by the rules and regulations as set forth for the soccer field.

Renter's Signature

Date

Receipt #

Town Official



TOWN OF AYLMER

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NOTICE OF CANCELLATION

SOCCER FIELDS

Date Booked: _____ Date of Event: _____

Name:
Individual/Organization _____

Address: _____ Postal Code: _____

Phone: (Home) _____ (Business) _____

Reason for Cancellation: _____

*Note: cancellation is subject to a \$25.00 fee + applicable taxes.

Signature of Renter

Date

For Office Use

Date Received: _____

Action Taken: _____



TOWN OF AYLMER

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TENNIS COURTS

TENNIS COURT RENTAL RATES

	<u>Rate</u> (base rate)	<u>Tax</u> (as applicable)	<u>Total</u>
Tournament per court/per day	\$32.00		

TOWN OF AYLMER

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TENNIS COURTS

INFORMATION AND REGULATIONS

1. The Tennis Courts are utilized on a first come first serve basis, unless booked in advance for a tournament. All user groups wanting to reserve a time slot must complete and sign an agreement form.
2. Payment must be made prior to utilizing the Tennis Courts.
3. The Renter shall obey and observe all laws, by-laws and regulations of the Town of Aylmer, The Province of Ontario, and the Government of Canada.
4. All user groups that are scheduled through the Town must sign an agreement form and shall obtain and maintain valid general liability insurance at its own expense, in a form satisfactory to the Town and in an amount of a minimum of two million dollars (\$2,000,000.00) and provide a copy of the certificate of insurance prior to Tennis Court use. Such insurance shall be written by an insurer licensed to conduct business in Ontario and shall include the 'Town of Aylmer' as additional insured with respect to the Renter's operation and obligation under this agreement. Failure to satisfactorily meet these conditions relating to insurance shall be deemed a breach of this agreement.
5. The Renter(s) agrees to indemnify and hold harmless the Corporation of the Town of Aylmer from and against any and all loss, claims, actions, damages, liabilities, costs and expenses, including legal fees, in connection with loss of life, personal injury, damage to property or any other loss or injury whatsoever arising from or out of any occurrence in, upon or at the leased premises of the Town or the occupancy or use by the Renter. If the Town shall without fault on its part be made a party to any litigation commenced by or against the Renter, then the Renter shall protect, indemnify and hold the Town harmless and shall pay all costs, expenses and legal fees incurred or paid by the Town in connection with such litigation. The Renter shall also pay all costs, expenses and legal fees that may be incurred or paid by the Town in enforcing the terms covenants and conditions of this agreement, unless a court of law shall decide otherwise.
6. The Tennis Courts will be available from May to October of each calendar year, weather permitting.
7. The Tennis Court nets shall not be removed for any purpose.
8. The Tennis Court lights **must be shut off at 11:00 p.m. daily.**

9. The Town is not responsible for any personal items or equipment that are damaged, missing, lost or stolen.
10. All concerns, safety or otherwise, should be reported to the Town.
11. If the event is booked for a tournament and/or includes tents, vendors, preparation and/or selling of food at the facility, the Renter is required to complete a Special Event Agreement Form with the Town.
12. All requests for fee waivers shall be received no later than 30 days prior to the event.
13. No waiver applications will be received or processed after the 30-day period.
14. The Town reserves the right to limit or deny access to this facility where safety is a concern.
15. This By-law and Fee Schedule is subject to amendments without prior notice.
16. Rates will be adjusted annually by the CPI (Consumer Price Index) and any booking beyond the current calendar year shall be subject to the adjusted rate.



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BASKETBALL COURT

BASKETBALL COURT RENTAL RATES

	<u>Rate</u> (base rate)	<u>Tax</u> (as applicable)	<u>Total</u>
Tournament per court/per day	\$32.00		

TOWN OF AYLMER

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BASKETBALL COURT

INFORMATION AND REGULATIONS

1. The Basketball Court is utilized on a first come first serve basis, unless booked in advance for a tournament. All users' groups wanting to reserve a time slot must complete and sign an agreement form.
2. Payment must be made prior to utilizing the Basketball Court.
3. The Renter shall obey and observe all laws, by-laws and regulations of the Town of Aylmer, The Province of Ontario, and the Government of Canada.
4. All user groups that are scheduled through the Town must sign an agreement form and shall obtain and maintain valid general liability insurance at its own expense, in a form satisfactory to the Town and in an amount of a minimum of two million dollars (\$2,000,000.00) and provide a copy of the certificate of insurance prior to Basketball Court use. Such insurance shall be written by an insurer licensed to conduct business in Ontario and shall include the 'Town of Aylmer' as additional insured with respect to the Renter's operation and obligation under this agreement. Failure to satisfactorily meet these conditions relating to insurance shall be deemed a breach of this agreement.
5. The Renter(s) agrees to indemnify and hold harmless the Corporation of the Town of Aylmer from and against any and all loss, claims, actions, damages, liabilities, costs and expenses, including legal fees, in connection with loss of life, personal injury, damage to property or any other loss or injury whatsoever arising from or out of any occurrence in, upon or at the leased premises of the Town or the occupancy or use by the Renter. If the Town shall without fault on its part be made a party to any litigation commenced by or against the Renter, then the Renter shall protect, indemnify and hold the Town harmless and shall pay all costs, expenses and legal fees incurred or paid by the Town in connection with such litigation. The Renter shall also pay all costs, expenses and legal fees that may be incurred or paid by the Town in enforcing the terms covenants and conditions of this agreement, unless a court of law shall decide otherwise.
6. The Basketball Court will be available from May to October of each calendar year, weather permitting.
7. The Basketball Court nets shall not be removed for any purpose.

8. The Town is not responsible for any personal items or equipment that are damaged, missing, lost or stolen.
9. All concerns, safety or otherwise, should be reported to the Town.
10. If the event is booked for a tournament and/or includes tents, vendors, preparation and/or selling of food at the facility, the Renter is required to complete a Special Event Agreement Form with the Town.
11. All requests for fee waivers shall be received no later than 30 days prior to the event.
12. No waiver applications will be received or processed after the 30-day period.
13. The Town reserves the right to limit or deny access to this facility where safety is a concern.
14. This By-Law and Fee Schedule is subject to amendments without prior notice.
15. Rates will be adjusted annually by the CPI (Consumer Price Index) and any booking beyond the current calendar year shall be subject to the adjusted rate.



TOWN OF AYLMER

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SPECIAL EVENTS

SPECIAL EVENT RENTAL AGREEMENT

Date of Application: _____

Name of Event: _____

Contact Name: _____

Address: _____ Postal Code _____

Phone: (Home) _____ (Business) _____

Fax: _____ E-mail: _____

Area Requested: Kinsmen _____ Optimist _____ Steen _____

Balmoral _____ Rotary _____ Lions _____ Crystal _____

Pavilion _____ Palmer Bandshell _____ Bandshell Committee Room _____

Basketball Court _____ Tennis Court _____

Date(s) of Event: _____

Time Requested: _____

Time Required (including set-up and take-down) _____

Expected Attendance: _____

Detailed Description of the Event : (attach a separate sheet of paper if required)

List any items that you may need to be provided, such as but not limited to: hydro, water, picnic tables, waste/recycle receptables, bleachers etc.

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SPECIAL EVENT RENTAL AGREEMENT **INFORMATION AND REGULATIONS**

1. The Renter(s) must complete a Special Event Rental Agreement with the Town and make required payments prior to use of the facilities and/or grounds
2. The Town reserves the right to accept or deny any application for premises under its jurisdiction.
3. The Renter shall obey and observe all laws, by-laws and regulations of the Town of Aylmer, The Province of Ontario, and the Government of Canada.
4. The Renter agrees to indemnify and hold harmless the Corporation of the Town of Aylmer from and against any and all loss, claims, actions, damages, liabilities, costs and expenses, including legal fees, in connection with loss of life, personal injury, damage to property or any other loss or injury whatsoever arising from or out of any occurrence in, upon or at the leased premises of the Town or the occupancy or use by the Renter. If the Town shall without fault on its part be made a party to any litigation commenced by or against the Renter, then the Renter shall protect, indemnify and hold the Town harmless and shall pay all costs, expenses and legal fees incurred or paid by the Town in connection with such litigation. The Renter shall also pay all costs, expenses and legal fees that may be incurred or paid by the Town in enforcing the terms covenants and conditions of this agreement, unless a court of law shall decide otherwise.
5. The Renter shall obtain and maintain valid general liability insurance at its own expense, in a form satisfactory to the Town and in an amount of a minimum of two million dollars (\$2,000,000.00) and provide a copy of the certificate of insurance at least two (2) weeks prior to use of the Town's property. Such insurance shall be written by an insurer licensed to conduct business in Ontario and shall include the 'Town of Aylmer' as additional insured with respect to the Renter's operation and obligation under this agreement. The Town reserves the right to request, from time to time, such other amounts and types of insurance due to the specifics of the event; failure to satisfactorily meet these conditions relating to insurance shall be deemed a breach of this agreement.

6. Control of the facility and equipment shall at all times remain with the Corporation through its management, supervisory, and maintenance employees, excluding contents supplied by the Renter or its members.
7. Any rentals that involve alcohol must conform to all requirements set forth in the Municipal Alcohol Policy for the Town of Aylmer. A copy of the Special Occasion Permit, Insurance and Checklist for Renters must be provided at least 2 weeks prior to the event. Failure to provide this information as required will result in cancellation of rental.
8. Alcohol is only permitted on the premises during the times specified on the Special Occasion Permit.
9. The Town of Aylmer staff will clean and clear the rental space in its entirety, in accordance with its standard practices prior to the event set up.
10. The Renter(s) shall run the function only during the days and hours specified on the rental agreement.
11. Any function that involves preparing and/or providing food and/or beverage to the public regardless of whether it is free or there is a fee charged, the Renter is responsible to make application to the Elgin St. Thomas Health Unit and must adhere to all of the Health Unit's requirements with respect to but not limited to food preparation, storage and handling.
12. Where food and beverage are involved plastics and recyclable materials should be used where possible. Refrain from the use of glass where possible.
13. The Renter shall ensure that during the event all grounds are kept in an orderly fashion and at the end of the event all garbage and food waste must be removed from the facility/grounds.
14. It is the responsibility of the Renter to ensure that all personnel working with or affiliated with the event are aware of and likewise abide by the regulations set forth in this rental agreement.
15. The Renter shall ensure:
 - a) That the maximum number of patrons using the facilities shall not exceed the approved capacity of the facility in use.
 - b) That law and order is preserved.
 - c) No alcoholic beverages will be permitted on the premises unless proper permits are provided and permission has been granted by the Town.
 - d) Vehicles will only be parked on facility grounds designated parking areas only, unless written permission has been granted by the Town.
 - e) No changes or alterations shall be made to any facilities unless written permission has been granted by the Town.
 - f) Confetti/Rice is not permitted on the Town of Aylmer premises.
 - g) Any broken glass, food or beverage spills that may result in personal injury or damage to the facility (grounds) must be attended to immediately.

- h) The washroom facilities must be left in a clean and orderly condition.
 - i) All items that are brought in for the event shall be removed from the facility (grounds) by the end of the event, unless written permission is granted by the Town.
16. All lights must be turned off by 11:00 p.m.
 17. Events that have amplified music and/or speeches etc. may have some restrictions applied, in accordance with Town by-laws.
 18. The Town reserves the right to cancel or postpone any function where safety or other related concerns are present.
 19. The Renter shall be financially responsible to the Town of Aylmer in respect of any or all property damage or vandalism arising out of the use of the facility, grounds or area granted under this agreement. There is a minimum charge of \$100.00 for damage.
 20. It is further agreed that the Town reserves the right to terminate this agreement, to claim all costs of breach against the Renter, to prosecute or suspend, or otherwise penalize the Renter for other representatives for violation of the conditions contained herein.
 21. Notice of cancellation shall be made in writing on the required form and delivered to the Town Office at least 2 weeks prior to the date of the function. All cancellations will result in a \$25.00 administration fee plus applicable taxes.
 22. The Town is not responsible for any personal items or equipment that are damaged, missing, lost or stolen.
 23. All concerns, safety or otherwise, should be reported to the Town.
 24. All requests for fee waivers shall be received no later than 30 days prior to the event.
 25. No waiver applications will be received or processed after the 30-day period.
 26. The Town of Aylmer reserves the right to adjust rental fees and associated charges throughout the term of this by-law.
 27. This By-law and Fee Schedule is subject to amendments without prior notice.
 28. Rates will be adjusted annually by the CPI (Consumer Price Index) and any booking beyond the current calendar year shall be subject to the adjusted rate.



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NOTICE OF CANCELLATION

SPECIAL EVENT RENTAL

Date Booked: _____ Date of Event: _____

Name: _____

Individual/Organization: _____

Address: _____ Postal Code: _____

Phone: (Home) _____ (Business) _____

Reason for Cancellation: _____

* Note: cancellation is subject to a \$25.00 administration fee + applicable taxes.

Signature of Renter

Date

For Office Use

Date Received: _____

Action Take: _____



TOWN OF AYLMER

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REQUEST FOR BASE RENTAL FEE WAIVER FORM

Facility: _____

Criteria – Renters must complete this form and return it to the Municipal Office at least 30 days prior to the date of the function for distribution to Town Council for consideration and authorization. No waiver applications will be received or processed after the 30 day period. Only Town Council can waive fees and/or charges.

All waiver applications are subject to a \$25.00 administration fee plus applicable taxes. This non-refundable fee must be paid at the time of application.

Name of Organization: _____

Mailing Address: _____

Phone: (Business) _____ (Home) _____

Date(s) of Event: _____

Hours Required: _____

What is the group or organizations mandate? _____

What are the funds raised to be used for? _____

Why are you seeking a waiver for the base rental fee? _____

(Attach a separate sheet of paper if required)

Signature of Renter: _____ Date: _____

For Office Use Only

Staff Recommendation: Yes: _____ No: _____ Date: _____

Comments: _____

Council's Decision: Yes: _____ No: _____ Date of Council Meeting: _____

Resolution # _____

Schedule “A”

Waiver Fee Exemption Policy

For the purposes of this By-law, “Not for Profit Organization” is defined as follows:

“An organization which exists for educational or charitable reasons and from which its shareholders or trustees do not benefit financially; also called non-profit organization.”

The following is a list of Town Owned Facilities that the base rental waiver fee may be applied;

Town Owned Facilities

- (a) Park’s Pavilions
- (b) Sports Fields
- (c) Palmer Park – Bandshell / Meeting Room

The following is a list of organizations that are identified and acknowledged as being eligible for a base rental waiver fee exemption;

Base Waiver Fee Eligible Organizations

Alzheimer Society Elgin-St. Thomas	Aylmer Area Community Foundation
Aylmer & District Horticultural Society	Aylmer Churches
Aylmer Cubs, Scouts, Girl Guides Groups	Aylmer Elementary Schools
Aylmer Kinsmen Club	Aylmer Lioness Club
Aylmer-Malahide Museum & Archives	Aylmer Minor Baseball Association
Aylmer Optimist Club	Aylmer Order of Good Cheer
Aylmer Rotary Club	Aylmer Shrine Club
Block Parent	Catholic Women’s League
Ducks Unlimited	East Elgin Secondary School
Elgin/St. Thomas United Way	Helping Paws Rescue
Knights of Columbus	Mainstreet Aylmer (Cornfest)
Royal Canadian Legion – Aylmer Branch	Psychiatric Survivors Network of Elgin
Victim Services Elgin	