



PERMIT Is NOT Transferable To Any Other User, Park, Location Or Date

Date: Mar 15, 2012

User: tthomas3

Contract #: 1792628

Status: Firm

CLIENT INFORMATION

Steve McLean

West End Adult Softball League
913 Adelaide St W # C
Toronto ON M6J 3T2

Home #: ()
Business #: (416) 488-1125
Fax #: (416) 484-8612

PERMIT FEE IS NON-REFUNDABLE.

HST #86740-2299-RT0001

i) Purpose of Use 2012 OSF Bookings - TT Softball/Slo-Pitch

ii) Conditions of Use

Zero Tolerance Alcohol Policy
Any unauthorized use of alcohol in city facilities will result in the immediate cancellation of the permit(s).
Rates identified on this permit are subject to change based on City Council direction. When field conditions are such that, in the opinion of the Parks staff on site or Permit Holder in the absence of staff, use would result in injury to the participants or cause damage to the field, then use should be cancelled. There are no refunds for rainouts. All waste and recyclables must be placed in appropriate containers. If such containers are not available, Permit Holder agrees to remove any waste and/or recyclable materials at their own cost. Permit Holder agrees to remove any waste and/or recyclable materials at their own cost. All Cancellations must be made 3 weeks (21 days) in advance. Failure to do so will result in your League being charged for space that the City is unable to sell due to lack of advance notice. Alcoholic beverages are not allowed on the premises and/or parklands. There is a zero tolerance for alcohol in City of Toronto parklands. There will be no exceptions. You are required to put away all garbage into proper containers. The facility must be vacated at the time stated on this permit in order to allow time for the next permit holder. There will be no exceptions.

iii) Date and Times of Use # of Bookings: 7 Starting: Sep 16, 2012 Ending: Sep 23, 2012 Attendance: 60

Table with columns: Facility/Equipment, Day, Start Date, Start Time, End Date, End Time, Fee, XFee, Tax, Total. Lists bookings for Sorauren Park and Trinity Bellwoods Park.

iv) Additional Fees

v) Payment Method

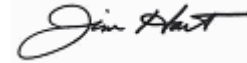
Summary table for Payment Method with columns: Rental Fees, Extra Fees, Tax, Rental Total, Damage Deposit, Total Applied, Balance, Current.

Balance of rental due and payable immediately.

Table for Payment Type with columns: Payment Type, Reference, Amount, Date, Receipt Number.

vi) Other Information

RELEASE, LIABILITY WAIVER AND INDEMNITY - The Permit Holder hereby releases and forever discharges the City of Toronto, its employees, agents, officials, contractors, representatives, elected and appointed officials, successors and assigns and the Permit Holder further agrees that notwithstanding anything to the contrary contained herein, the aforesaid shall not be liable to the Permit Holder or anyone to whom the Permit Holder may be in law responsible of, for and from any and all claims, demands, damages, costs, expenses, actions and causes of action whatsoever, whether in law or equity, in respect of death, injury, loss or damage to the permit holder or property, howsoever caused, and the Permit Holder further agrees to indemnify and save harmless all of the aforesaid from and against any and all liability incurred by any of them or all of them arising as a result of, or in any way connected with the issuance of this Permit except where the claim, demand, damages, costs, expenses, actions and causes of action was caused or contributed to by an intentional act or negligence of the all of the aforesaid. This Permit is made subject to the conditions on the reverse side which are subject to change, and the Permit Holder agrees to comply and ensure compliance by his/her members/participants, with those conditions.



Jim Hart, General Manager

Authorized Signature of Group/Organization

(If not a Legal Entity, Signature of Individual(s) Assuming Personal Responsibility)

Customer Service Representative



GENERAL INFORMATION

The Permit Holder agrees to use the Permit Location for the purpose which is stated on the reverse side of this permit. The Permit Holder agrees to preserve order during the period of occupancy and to abide by all Federal, Provincial and Municipal laws, by-laws, policies and regulations, and any other conditions which may be set out by the City of Toronto.

The Permit Holder agrees to be responsible for the discipline of persons in attendance at the Permit Location.

The sale or consumption of alcohol requires authorization from the General Manager of Parks, Forestry & Recreation and a Special Occasion Permit issued by the Liquor Licence Board of Ontario. All servers must be certified through S.I.P. or SMARTSERVE. Permit Holders with Special Occasion Permits are also required to obtain single event liability insurance in the amount of \$2,000,000 per occurrence and to name the City of Toronto as additional insured. Permit Holders are required to follow all regulations as described in the Municipal Alcohol Policy.

Zero Tolerance Alcohol Policy

Any unauthorized use of alcohol in city facilities will result in the immediate cancellation of the permit(s).

Zero Tolerance Workplace Violence - will result in the immediate cancellation of the permit(s).

The Permit Holder must notify the Parks, Forestry & Recreation Division if the media are invited to the event. The media must not interview, photograph or film Division staff or other facility users, without the prior written consent of the Department and groups involved.

Unless authorized by this permit, no person shall place, install or erect any temporary or permanent tent, building, fence or structure in any park. Please do not erect signs or affix them to any tree, fence pole, building or structure.

Keep our parks clean and safe. Please deposit all refuse in receptacles provided and take back any bottles or cans to your home's blue box for recycling.

The City of Toronto is not responsible for the loss or theft of any items.

All City of Toronto Facilities provide smoke-free environments. Smoking is prohibited.

Sale of Merchandise, Trade or Business

Unless authorized by permit, no person shall, while in any park or facility, sell or offer or display for sale:

- (a) any food, drink or refreshment;
- (b) any goods, wares, merchandise or articles including promotional material, souvenirs and novelties; and/or
- (c) any art, skill, service or work.

Permits and Licenses

The issuance of this permit shall not relieve the Permit Holder from the necessity of acquiring any other licence or permit required for the permit activity from any governmental or public authority.

Payment

The Permit Holder agrees to pay all fees based on the payment method identified on the reverse.

The Permit Holder with any outstanding fees owing to Parks Forestry & Recreation will not receive future permits until payment is made.

The Permit Holder must pay for all damages to the facility or furnishings caused by the permit club or group.

Cancellation

The Permit Holder understands and agrees that the Permit may be cancelled at any time by the City of Toronto and that in the event of such cancellation there will be no claim for any loss, damage or expense whatsoever. All seasonal allocated indoor ice that is not required by the permit holder must be returned to the City prior to the middle of May for the following season.

There are no refunds for cancellations for seasonal ice unless the City is able to re-sell it.

There are no refunds for outdoor parks and artificial Ice rink permits due to inclement weather.

All other cancellations by the Permit Holder must be received three weeks prior to the permit event date and are subject to cancellation fees.

Weather

When using outdoor facilities, permit holders should be aware of the potential hazards of inclement weather, particularly thunder and lightning. Permit holders are required to take all reasonable steps to ensure the safety of all permit participants during potentially dangerous weather, including the postponement or cancellation of games or events if appropriate given the weather conditions.