CORPORATION OF THE TOWN OF SMITHS FALLS
Community Services Department
71 Cornelia Street West
Smiths Falls, ON K7A 1T7
613-283-4124 ext. 6105
Payment for facility/park rentals are due upon booking

FACILITY/PARK RESERVATION FORM

Organization/Group/Event Name: _____ **Contact Name:** _____

Address: _____
Town/City: _____
Postal Code: _____
Email: _____
Cell No.: _____

Dates/Times of Events/Tournament:
1.
2.
3.
4.

Type of Function/Rental (Please check all that apply)

INDOOR RENTALS

Ice Rentals	Community Centre	☐	**Hall Rental**	Community Centre	☐	**Dry Floor**	Community Centre	☐
	Youth Arena	☐		Youth Arena	☐		Youth Arena	☐

OUTDOOR RENTALS

Soccer/Football Fields		Baseball Fields			Tennis/Pickleball	
Hilltop (Kiwanis) Field	☐	**T-Ball**	Madden	☐	Community Centre Court 1	☐
McMullen Field	☐		Rockburn	☐	Community Centre Court 2	☐
Mini Field 5	☐				Community Centre Court 3	☐
Aboud Field (football)	☐	**Adult Ball/**	Civitan 1	☐		
Frost Field #1	☐	**Softball**	Civitan 2	☐	Lower Reach Park Court 1	☐
Frost Field #2	☐	**Softball**	Community Centre	☐	Lower Reach Park Court 2	☐
		Hardball	Friendship Park	☐	Lower Reach Park Court 3	☐

Parks		Courts	
Alexander Park	☐	**Freestyle Court** (Skate Park)	☐
Centennial Park	☐	**Gerry Lowe Rink**	☐
Kinsmen Pavilion	☐	**Volleyball Court**	☐
Lower Reach	☐	**Bocce Ball Court**	☐
Murphy Park	☐	**Outdoor Fitness Station**	☐
Murphy Park Building	☐	**Town Square (Bandstand)**	☐
Victoria Park	☐	**Parking Lot** Youth Arena	☐
Walton Shelter	☐		

The Applicant, on behalf of the organization and all participants, spectators, invitees, contractors, and affiliates associated with the booking, agrees to indemnify and hold harmless the Town of Smiths Falls, its Council, officers, employees, agents, and representatives from and against any and all claims, demands, damages, losses, costs, and expenses, including legal fees on a solicitor and client basis, arising out of or in any way related to the use of Town facilities, except where such claims result from the negligence or willful misconduct of the Town.

The Applicant acknowledges that this indemnification obligation forms a condition of facility use and applies regardless of whether a formal agreement has been executed.

Applicant Signature:_____ **Date:**_____

OFFICE USE ONLY

Rental Fee:$**_____ **HST:$ _____ **TOTAL DUE:** _____

INVOICE:#_____ **PAYMENT METHOD:** _____ **Cheque :** _____

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Title: **Facility Use Terms and Conditions**	Document ID: CS26-FS001
Department: **Community Services**	
Approved by: Stephanie Clark, Director of Community Services	
Director Signature: 	Effective Date: 1 April, 2026

1. APPLICATION AND SCOPE

These Terms and Conditions form an integral part of any Facility Rental Permit issued by the Town of Smiths Falls (the "Town") and govern all access to and use of Town facilities.

These Terms and Conditions apply to the individual or organization identified on the permit (the "User"), as well as to all participants, spectators, invitees, contractors, and affiliates associated with the User's booking or use of the facility.

The User is responsible for ensuring that all individuals associated with the booking conduct themselves in accordance with these Terms and Conditions and all applicable Town policies, by-laws, procedures, fee schedules, and operational requirements.

Any individual signing or otherwise facilitating the use of a Town facility on behalf of an organization represents and warrants that they are authorized to act on behalf of the User and to bind the organization to all applicable requirements.

These Terms and Conditions shall be interpreted and applied in conjunction with all applicable Town policies, by-laws, and procedures, which collectively establish the requirements governing the safe, orderly, and lawful use of municipal facilities.

2. ACCOUNTABLE REPRESENTATIVE AND AUTHORIZED RENTAL AGENT

The User shall designate an Authorized Rental Agent who serves as the primary point of contact and is accountable for ensuring compliance with all applicable requirements.

The Authorized Rental Agent must be at least eighteen (18) years of age and possess the legal capacity to enter into binding agreements. The Authorized Rental Agent assumes full responsibility for compliance with all permit requirements and for the conduct of all participants, spectators, and affiliated individuals associated with the booking.

The Authorized Rental Agent shall be present for the duration of the permitted use or shall designate a responsible individual, also at least eighteen (18) years of age, who is authorized to act on their behalf.

3. DEFINITIONS

Authorized Rental Agent means the individual designated by the User to act as the primary point of contact and to assume responsibility for oversight, compliance, and conduct during the permitted use.

Facility means any indoor or outdoor municipal space, amenity, or asset owned, operated, or managed by the Town and made available for public or permitted use.

Facility Rental Permit or Permit means the written authorization issued by the Town granting use of specified municipal facilities under defined terms and conditions.

Good Financial Standing means that the User has no outstanding balances, has met all payment obligations to the Town, and is not subject to financial restrictions or sanctions imposed by the Town.

Participants includes all individuals taking part in the activity, including players, performers, staff, volunteers, and contractors engaged by the User.

Spectators includes all individuals attending or observing the activity, whether invited or not.

Town means the Corporation of the Town of Smiths Falls.

User means the individual, organization, or entity to whom a Facility Rental Permit has been issued and who is responsible for compliance with these Terms and Conditions.

4. PERMITTED USE AND ACCESS

Facility access is strictly limited to the dates, times, spaces, and purposes identified in the approved Facility Rental Permit. No access or use outside of these parameters is permitted without the prior written authorization of the Town.

Access to facilities, including all associated amenities and support spaces, shall be provided in accordance with the terms of the permit and the established operational practices of the Town. The Town retains full authority over facility operations and may adjust access arrangements as required to ensure safe, efficient, and coordinated use.

For arena rentals, permitted use may include access to the ice surface and designated ancillary spaces, including dressing rooms, officials' rooms, and scorekeeping equipment, as assigned by Town staff. The Town reserves the right to assign, reassign, or restrict access to any space at its sole discretion in order to address operational requirements, scheduling conflicts, or safety considerations.

Users shall not enter or occupy any facility or space outside of their permitted time. Access prior to or beyond the approved rental period, including for setup or cleanup, is not permitted unless expressly authorized by the Town.

5. USE OF FACILITIES AND CONDITION

The User shall ensure that all facilities are used in a safe, respectful, and responsible manner consistent with their intended purpose and in accordance with all applicable policies and operational requirements of the Town.

The User is responsible for maintaining the condition of all facilities throughout the rental period and shall ensure that all spaces are left in a clean, orderly, and serviceable condition. The Town's assessment of facility condition at the conclusion of the rental shall be final.

The User accepts full responsibility for any damage, loss, or extraordinary cleaning requirements arising from their use of the facility, including those caused by participants, spectators, or affiliated individuals. This includes, but is not limited to, damage to surfaces, equipment, fixtures, or building systems.

The Town reserves the right to recover all costs associated with repair, replacement, or remediation, including administrative costs where applicable, and may apply such costs to the User's account or future bookings.

6. **USER EQUIPMENT AND MATERIALS**

The User shall not install, affix, or bring into the facility any equipment, structures, decorations, or materials without the prior approval of the Town, where required. Any such approval may be subject to conditions as determined by the Town.

All equipment and materials brought into the facility by the User shall be used in a safe and appropriate manner and must not damage, alter, or interfere with the operation of the facility, its systems, or other users, and must comply with all applicable safety requirements, codes, and regulations.

The User is responsible for the delivery, setup, supervision, and removal of all such items within the permitted rental period unless otherwise authorized by the Town.

The Town reserves the right to prohibit, restrict, or require the removal of any equipment or materials that, in its sole discretion, are deemed unsafe, non-compliant, or inconsistent with the intended use of the facility.

The User assumes full responsibility for any damage, loss, or additional costs arising from the use of such equipment or materials.

The Town assumes no responsibility for any equipment, materials, or personal property brought into the facility by the User, and all such items remain at the sole risk of the User.

7. **SUPERVISION, SAFETY AND CONDUCT**

The User shall ensure that all participants, spectators, and affiliated individuals conduct themselves in a respectful, safe, and lawful manner at all times and in full compliance with all applicable Town policies, including those governing appropriate behaviour and safe recreation.

The User is responsible for ensuring appropriate supervision and oversight of all activities and individuals associated with the permitted use and shall take all reasonable measures to ensure that activities are conducted in a safe and controlled manner consistent with the intended use of the facility.

The Town maintains zero tolerance for conduct that compromises safety, dignity, or the integrity of municipal facilities. Prohibited conduct includes, but is not limited to, vandalism or misuse of facilities, harassment, discrimination, unsafe behaviour, and the use or possession of illegal substances.

Smoking and vaping are prohibited in all municipal facilities and on associated grounds. Alcohol consumption is only permitted where expressly authorized by the Town and where all required licences and approvals are in place.

The User is responsible for the conduct of all participants, spectators, and affiliated individuals and shall take immediate and appropriate action to address any behaviour that does not meet required standards.

The Town retains full authority to intervene in any activity and may, at its sole discretion, remove any individual or group from a facility, suspend or terminate a rental, and/or restrict or revoke future booking privileges where conduct expectations are not met. Such determinations shall be final.

8. **DRESSING ROOM AND AMENITIES**

Where dressing rooms or ancillary spaces are provided, access shall be granted in accordance with the terms of the permit and the operational practices of the Town and may be subject to time limitations.

The Town reserves the right to assign, reassign, restrict, or revoke access to such spaces where required to support operational needs, scheduling requirements, or safety considerations.

The User is responsible for ensuring that all dressing rooms and ancillary spaces are used appropriately, supervised as required, vacated promptly following use, and left in a clean and orderly condition.

The Town assumes no responsibility for lost, stolen, or unattended personal property.

9. **INSURANCE REQUIREMENTS**

The User shall meet all insurance requirements as determined by the Town as a condition of facility use.

Where required, the User shall provide proof of Comprehensive General Liability Insurance in a form and amount satisfactory to the Town, naming the Corporation of the Town of Smiths Falls as an additional insured.

The Town reserves the right to require such insurance at any time based on the nature of the activity, the level of risk, or the scale of the event.

Failure to provide or maintain required insurance coverage may result in cancellation, suspension, or denial of facility access.

10. **PAYMENT AND PERMIT VALIDITY**

Facility bookings shall not be confirmed and shall not be considered valid until payment has been received in accordance with the terms established by the Town.

The Town reserves the right to cancel, suspend, or reallocate facility time where payment requirements are not met or where the User is not in good financial standing.

Credit arrangements may be granted at the sole discretion of the Town and are subject to ongoing compliance with established terms. The Town reserves the right to modify or revoke such arrangements at any time where those terms are not upheld.

Outstanding balances may result in the suspension of current bookings, denial of future bookings, and/or the application of additional administrative or recovery measures as determined by the Town.

11. **NON-TRANSFERABILITY**

A Facility Rental Permit is issued solely to the User identified on the permit and is non-transferable.

The User shall not assign, transfer, sublicense, or otherwise permit use of the facility by any other individual, organization, or entity without the prior written consent of the Town.

Any unauthorized transfer or use may result in immediate suspension or termination of the permit and may impact the User's eligibility for future bookings.

12. **COMPLIANCE WITH POLICIES AND BYLAWS**

The User shall comply with all applicable Town by-laws, policies, procedures, and operational requirements governing the use of municipal facilities.

This includes, but is not limited to, requirements established under the Town's Facility Allocation Policy, Fees and Charges By-law, and Safe Recreation – Appropriate Behaviour Policy, as amended from time to time.

The User is responsible for ensuring that all participants, spectators, and affiliated individuals adhere to these requirements.

Failure to comply with applicable policies and by-laws may result in enforcement action, including but not limited to cancellation or suspension of the permit, financial penalties, and restriction or revocation of future access to municipal facilities.

13. **CHANGES, CANCELLATIONS, AND OPERTIONAL AUTHORITY**

The Town retains full authority over the operation, scheduling, and management of its facilities and reserves the right to modify, relocate, reschedule, or cancel facility use where required due to operational needs, maintenance requirements, safety considerations, or unforeseen circumstances.

Where practicable, the Town will make reasonable efforts to provide notice of such changes; however, the Town does not guarantee notice and may take immediate action where circumstances warrant.

The Town shall not be liable for any costs, losses, damages, or expenses incurred by the User, directly or indirectly, as a result of such modifications, relocations, or cancellations.

Without limiting the foregoing, the Town shall not be liable for any failure to provide facility access where such failure is due to circumstances beyond its reasonable control, including but not limited to weather events, power outages, labour disruptions, or public safety emergencies

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14. **INDEMNIFICATION**

The User shall indemnify and hold harmless the Corporation of the Town of Smiths Falls, its elected officials, employees, agents, and contractors from and against any and all claims, demands, damages, losses, liabilities, costs, and expenses, including legal costs on a solicitor-client basis, arising from or in connection with the User's access to or use of municipal facilities, including the acts or omissions of participants, spectators, and affiliated individuals.

This indemnity shall apply except to the extent that such claims, damages, or liabilities are caused by the negligence or willful misconduct of the Town. This indemnity shall survive the expiry or termination of the Facility Rental Permit.

15. **ACCEPTANCE**

Acceptance of a Facility Rental Permit constitutes full and binding agreement to these Terms and Conditions.

In addition, the booking, access to, or use of a Town facility shall constitute deemed acceptance of these Terms and Conditions, regardless of whether a permit has been formally executed or signed.

The User acknowledges that they have read, understood, and agreed to comply with these Terms and Conditions and accepts responsibility for ensuring that all participants, spectators, invitees, contractors, and affiliated individuals adhere to all applicable requirements.

Compliance with these Terms and Conditions is a condition of access to municipal facilities. Failure to comply may result in enforcement action, including the suspension or termination of access, restriction of future bookings, recovery of costs, and any other remedies available at law or in equity.