TOWN OF BRADFORD WEST GWILLIMBURY PUBLIC SQUARE EVENT PERMIT TERMS & CONDITIONS

Terms & Conditions

These Terms and Conditions form a binding part of your Permit and carry the same legal effect as if written directly in the Permit.

1. PAYMENT

1.1 General Information

The Permit Holder shall comply with all payment requirements established by the Town, including:

- Required application fees;
- Required deposits;
- Rental fees;
- Security deposits;
- Applicable licensing fees;
- Applicable Entandem fees;
- Approved payment schedules.
- Booking extensions or alterations

A non-refundable twenty-five percent (25%) booking deposit is required to secure your preferred event date.

Full payment shall be received no later than 60 days prior to the event date. If a signed Permit and payment are not received by the prescribed deadline, the Permit and your booking will be cancelled and your deposit retained.

1.2 Security Deposit

A Permit Holder will be required to provide a security deposit to ensure compliance with Town policies, proper use of the Public Square, and protection of Town property. Following the event, the Town will conduct an inspection to review the premises. If the property is not left in a satisfactory condition, the Town reserves the right to use the

security deposit to cover damages, additional cleaning, or other event-related expenses, including compensation to the Town for using the facility outside your prescribed booking time. The Town will determine the amount payable out of the security deposit by pro-rating the amount of additional time used and the value of the security deposit. This included set-up and tear-down time. Any remaining deposit will be returned to the Permit Holder within 30 business days after the event following a satisfactory inspection by the Town. For clarity, a security deposit is not the same as the non-refundable 25% booking deposit. Security deposit amounts are based on the number of attendees at the event. The thresholds are set about below and are subject to change without notice. The Security Deposit is collected in accordance with the Town's Fees and Charges By-law.

Number of Attendees	Security Deposit Amount
Under 1,000	$250.00
Over 1,000	$500.00

1.3 Additional Payment Information

1. Rental fees are charged according to the Town's Fees & Service Charges By-law, as amended.
2. Rental fees may be paid by Visa, Mastercard, Debit, Cash, or Cheque (payable to the Town of Bradford West Gwillimbury).
3. Returned (NSF) cheques are subject to a $50.00 fee.
4. Outstanding balances are subject to 1.25% monthly interest. Permits will not be issued if there is a preexisting outstanding balance on the account.
5. Permits are non-transferable to another person or organization.
6. Use of the premises is based on the times stipulated in the Permit. Unauthorized use beyond approved permit times may result in additional charges.

2. PUBLIC SQUARE FACILITY PROVISIONS

1. Public Square may be used only for activities approved by the Town. Any changes to your Permit (e.g., booking extensions, date changes, activity changes, etc.) must be approved in writing by the Town.
2. Licensed events may be permitted subject to approval.
3. Use of the stage and band shell is subject to approval.
4. The water feature may be turned off upon written request submitted in advance of the event.
5. Vehicles are prohibited within Public Square unless specifically authorized by the Town. The lay-by is for loading and unloading only.
6. Tents shall not exceed 10 ft x 10 ft unless approved by the Town in writing. A building permit may be required.
7. Electrical outlets and light pole receptacles are provided as a convenience. The permit holder is responsible for ensuring sufficient electrical supply for their event.
    a. The Town does not guarantee:
        i. electrical availability;
        ii. uninterrupted service;
        iii. available circuit capacity.
8. The Town is not responsible for outages or equipment damage resulting from electrical service interruptions.

3. EQUIPMENT DELIVERIES, LOAD-IN AND LOAD-OUT

Event organizers shall identify all delivery requirements within their approved Site Plan.

Equipment requiring special delivery may include:

- Temporary fencing;
- Portable washrooms;
- Generators;
- Waste containers;
- Staging;
- Production equipment;
- Equipment trailers.

The Brian Collier Way loading area is the only approved loading area. Vehicle access beyond approved loading areas is prohibited unless specifically authorized by the Town.

All loading and unloading activities shall occur within approved permit times unless otherwise arranged and approved by the Town.

Emergency access routes shall remain unobstructed at all times.

The Permit Holder shall be responsible for all damage resulting from deliveries, loading activities, contractor operations, or vehicle movements.

4. SETUP, CLEANUP AND SITE REQUIREMENTS

All setup and cleanup activities shall occur within approved permit times.

Large-scale events may be required to include:

- Minimum two (2) hours setup time;
- Minimum two (2) hours cleanup time.

Access to the facility begins at the scheduled start time. Early access requires prior approval and payment of additional fees under the Town's Fees & Service Charges By-law.

Suspended equipment may only be installed using an elevated work surface (i.e.., scissor lift) operated by a trained and certified individual. Proof of training/licensing must be provided at the time of application. Ladders for installing overhead equipment are not permitted.

All emergency exits must remain clear at all times.

The Permit Holder shall:

- Remove all event materials;
- Remove all signage and banners;
- Remove all waste generated by the event;
- Leave the site in the same or better condition than found.

- Remove all lawn signs within 48 hours of the event permit time ending.

Cleanup shall occur immediately following the event.

The Town may charge additional fees for excessive garbage, recycling, waste removal, damage repair, or cleaning.

All events must end, and the facility must be vacated by the scheduled end time. Staying later will result in additional charges under the Fees & Service Charges By-law.

At the end of the event, the Permit Holder must remove all bottles, glasses, dishes, decorations, signage, equipment, and beverages (including alcohol), leaving the site in the same or better condition than found.

5. PROHIBITED MATERIALS AND ACTIVITIES

The following are prohibited unless approved in writing by the Town:

- Amusement devices
- Petting zoos, mobile animal entertainment
- Fireworks;
- Sparklers;
- Open flames;
- Torches;
- Candles;
- Smoking or vaping;
- Cannabis consumption;
- Confetti;
- Rice;
- Glitter;
- Sparkles;
- Coloured powder;
- Straw bales;
- Paint;
- Spray paint;

- Sidewalk chalk;
- Spray chalk;

Unauthorized adhesives.

All forms of gambling, betting, and games of chance are prohibited unless a valid lottery license is obtained.

6. SIGNAGE, BANNERS AND FLAGS

Banners may only be installed in locations approved by the Town.

Banners attached to fencing or Town infrastructure shall not:

- Obstruct emergency access routes;
- Create safety hazards;
- Obstruct sightlines;
- Damage Town property.

Nothing may be staked in the garden beds at the Public Square due to underground irrigation.

Feather flags, sail flags, teardrop flags, and promotional flags are permitted only within approved event areas and must be anchored securely.All signage and banners shall be removed immediately following the event.

7. EVENT DOCUMENTATION

The Permit Holder shall maintain the following on-site throughout the event:

- Approved Event Permit;
- Approved Site Plan;
- Emergency Response Plan;
- Vendor List;
- Insurance Certificates;

- Special Occasion Permit (if applicable);
- Traffic Mitigation Plan (if applicable)
- Additional approvals required by the Town.

Documentation must be produced upon request by:

- Town Staff;
- South Simcoe Police Service;
- BWG Fire & Emergency Services;
- Simcoe Muskoka District Health Unit;
- Other regulatory authorities.

8. DOCUMENT CONSISTENCY

The following information shall remain consistent across all documentation:

- Event Name;
- Event Organizer;
- Event Date;
- Event Location.

Documentation includes:

- Event Applications;
- Permits;
- Insurance Certificates;
- Special Occasion Permits;
- Vendor Documentation;
- Security Plans;
- Emergency Response Plans.

The Town may require corrected submissions where inconsistencies are identified.

9. FOOD VENDORS AND REFRESHMENT VEHICLES

Final vendor lists shall be submitted no later than fifteen (15) business days before the event.

Vendor insurance shall only be accepted from vendors listed on the approved vendor list.

Food preparation, handling or distribution must:

- Comply with the Simcoe Muskoka District Health Unit (SMDHU) regulations and have a valid permit,
- Proof of submission to SMDHU from both the Event Organizer and each participating food vendor is to be provided to the Town of Bradford West Gwillimbury,
- Food vendors must place protective matting under equipment to protect concrete.

Refreshment vehicles must comply with all licensing requirements and shall operate only in the designated layby on Brian Collier Way.

The Town must be informed about all invited food trucks 30 business days prior to event date.

Temporary Business Licenses for Refreshment Vehicles:

- Be licensed under By-law 2014-70;
- Have a valid Town Permit;
- Pay all applicable fees associated with the refreshment vehicle licensing. Including but not limited to a full or temporary business license & a fire safety inspection;
- Operate only in the designated layby on Brian Collier Way;
- The maximum number of food trucks that may operate is three.

The Town reserves the right to deny vendor participation where documentation requirements have not been met.

10. ALCOHOL EVENTS

Alcohol is prohibited unless specifically approved.

For licensed events:

- All alcohol-related documentation shall be submitted by a minimum of thirty (30) calendar days prior to the event.
- Smart Serve certified staff shall be present whenever alcohol is served.
- A security plan must be provided.
- A risk management plan must be provided
- Alcohol must not be served to minors.
- The Town's Municipal Alcohol Policy must be reviewed and signed.
- Food and non-alcoholic beverages must be provided at events serving alcohol.

The Town may circulate alcohol documentation to:

- South Simcoe Police Service;
- BWG Fire & Emergency Services;
- Other agencies as required.

Additional permit conditions may be imposed.

11. FIRST AID AND EMERGENCY PREPAREDNESS

All event organizers shall maintain an Emergency Response Plan.

A designated first aider is strongly recommended for all events.

Depending on attendance and event risk, the Town may require:

1. Dedicated First Aid personnel;
2. First Aid stations;
3. Additional medical resources.
4. Parking Plan (if applicable)
    - Use only designated areas as per the Traffic Regulation By-law 2014-91; Permit Holder communicates rules to attendees.

- Parking is not permitted on West Park Avenue and Brian Collier Avenue.
- Approved food trucks/refreshment vehicles are permitted to park in the designated layby.

The Permit Holder shall be responsible for implementing emergency procedures throughout the event.

12. STAGE PRODUCTION, RIGGING AND TECHNICAL REQUIREMENTS

Events utilizing staging, lighting, sound systems, trussing, temporary structures, or rigging may be required to submit technical plans.

Public Square stage infrastructure currently includes:

- Pipe support hangers rated at 100 lbs per linear foot;
- Two chain support locations rated at 800 lbs each.

Published load ratings are provided for planning purposes only.

The Town reserves the right to require:

- Rigging plans;
- Production plans;
- Engineering drawings;
- Professional certifications;
- Additional insurance.

Events may be referred to Building, or other departments for review.

13. INSURANCE, LIABILITY AND INDEMNIFICATION

The Permit Holder shall maintain insurance, at its sole cost, as required below. The Permit Holder must be the named insured on the policy, and the policy must be primary and non-contributing with any other policy.

Standard coverage requirements:

- Minimum $2,000,000 Commercial General Liability Insurance.

High-risk events (including events with alcohol) may require:

- Minimum $5,000,000 Commercial General Liability Insurance.

Inflatable games and attractions that do not involve climbing, jumping, or elevated play activities may be considered and require prior Town approval and will be categorized as high risk with respect to insurance limits.

The Corporation of the Town of Bradford West Gwillimbury shall be named as an Additional Insured.

Policy must remain valid; insurer must notify Town of any cancellation or change at least 30 days in advance.

Indemnification

The Permit Holder shall indemnify, defend, and save harmless the Town of Bradford West Gwillimbury, its Council, officers, employees, agents, volunteers, and representatives from and against any and all claims, demands, actions, causes of action, losses, damages, liabilities, costs, expenses, fines, penalties, and legal fees on a substantial indemnity basis arising from or in connection with:

- the Permit Holder's use or occupation of the facility;
- the use of the facility by the Permit Holder's participants, attendees, invitees, guests, contractors, suppliers, volunteers, or agents;
- any breach of this permit, Town policy, facility rule, or applicable law by the Permit Holder or persons for whom it is responsible; or
- any injury, death, property damage, loss, or damage arising from the permitted activity,

except to the extent caused by the negligence or wilful misconduct of the Town or those for whom the Town is legally responsible.

This indemnity survives the *expiry, cancellation, suspension, or termination of the permit.*

Damage to Town property caused by the Permit Holder or guests is the responsibility of the Permit Holder.

Vendor and Contractor Insurance

The Permit Holder shall ensure that all contractors, vendors, service providers, and sub-permittees engaged in connection with the permitted activity maintain insurance appropriate to their activities and provide proof of insurance to the Town upon request. The Permit Holder remains responsible for all acts and omissions of those persons.

- Certificates of Insurance for all applicable third parties shall be submitted to the Town no later than fifteen (15) business days prior to the event date.

The Town reserves the right to require additional insurance coverage, higher policy limits, or proof of insurance from any participant where deemed necessary based on the nature of the activity.

Failure to provide acceptable proof of insurance by the required deadline may result in the removal of the vendor/contractor, denial, suspension, or cancellation of the permit.

14. INSPECTIONS AND COMPLIANCE

The Town may conduct:

- Pre-event inspections;
- Event-day inspections;
- Post-event inspections.

The Permit Holder shall cooperate with all inspections.

Town staff are not assigned to remain on-site throughout events.

The Permit Holder remains responsible for event operations, safety, compliance, vendors, contractors, and attendees throughout the permit period.

Permit Holders are responsible for obtaining all required licences, permits and approvals to ensure compliance with applicable municipal, provincial and federal laws and regulations. These may include, but are not limited to, business licenses, refreshment vehicle or food licenses, gaming and lottery licenses, Special Occasion Permits, and health unit approvals.

15. CANCELLATION

15.1 Cancellation by Permit Holder

More than 60 days prior:

- Booking deposit forfeited.

31–60 days prior:

- 50% of rental fee forfeited.

30 days or less prior:

- 100% of rental fee forfeited.

15.2 Weather

Public Square events operate in rain or shine.

The Permit Holder is responsible for monitoring weather conditions and implementing the approved Emergency Response Plan.

The Town reserves the right, acting reasonably, to:

- Suspend;
- Reschedule (subject to facility availability);
- Postpone;
- Evacuate;
- Cancel

an event where weather conditions create or may create a risk to public safety.

15.3 By the Town:

The Town reserves the right to cancel a Permit, including, but not limited to the following circumstances:

- Non-compliance: If the Permit Holder fails to follow these Terms and Conditions, the Permit may be cancelled at the Town's discretion. Rental fees already paid are not refundable.
- Emergency Use: If the facility is required for emergency purposes, the Permit will be cancelled, and all rental fees will be refunded.
- Other Reasons: With at least 7 days' written notice, the Permit may be cancelled for other municipal reasons. Rental fees will be refunded.

16. POST-EVENT EVALUATION

The Town may conduct a post-event evaluation considering:

- Permit compliance;
- Site condition;
- Safety performance;
- Community impacts;
- Incident reports;
- Complaints received;
- Cooperation with staff.

Evaluation results may be considered during future application reviews.

17. GENERAL PROVISIONS

The Permit Holder shall comply with:

- Applicable legislation;
- Applicable Town by-laws;
- Fire Code requirements;
- AGCO requirements;
- Public Health requirements;
- All permit conditions.

The Town reserves the right to impose additional site-specific conditions where reasonably necessary to protect public safety, Town property, municipal operations, or community interests.

The Permit Holder must comply with all applicable by-laws, including but not limited to the Town Parks Restrictions By-law 1994-084, the Loitering on Streets and Municipal Property By-law 1994-079, and the Noise Control By-law 2008-083.

If any section of these Terms & Conditions is found unenforceable, the remaining sections shall remain in full force and effect.

18. MISCELLANEOUS

1. **Age & Attendance:**

    - The Permit Holder must be **18+** and present throughout the event.

2. **Supervision:**

    - All minors must be supervised.
    - **Ratio:** 1 adult per 10 minors (e.g., 7 minors = 1 adult; 11 minors = 2 adults).

3. **Sales & Advertising:**

    - Sale of items (including food) is prohibited unless previously approved.
    - The official group name must be used in all advertisements.
    - Notices or announcements may not be posted in Town facilities without approval.

4. **Permit Execution:**

    - Permits may be executed in counterparts, electronically signed, or scanned, and are considered originals.

5. **Severability:**

    - If any part of the Permit is found invalid, the remainder remains enforceable.

6. **References & Updates:**

- References to legislation, regulations, or by-laws include amendments or successors.
- Words in singular/plural or specific gender apply broadly.
- Headings are for convenience only.

7. **Amendments:**

   - The Town may add conditions if reasonably necessary. Written notice will be provided
   - Permit Holders may terminate the Permit due to amendments and receive reimbursement for unused fees.

8. **Agreement:**

   - By signing, the Permit Holder agrees to be bound by these Terms and Conditions and confirms authority to do so on behalf of the group or organization..

19. ADDITIONAL TERMS

1. **Weather & Outdoor Events:** Town not responsible for weather-related issues; contingency plans may be required.
2. **Emergency Procedures:** Permit Holder must know emergency exits and evacuation procedures.
3. **Photography/Media:** Town may photograph/video events for promotional purposes.
4. **Accessibility:** Events must comply with accessibility requirements.
5. **Prohibited Items:** Weapons, illegal substances, hazardous materials.
6. **Force Majeure:** Town not liable for events outside its control (natural disasters, government orders, emergencies).

20. PUBLIC SQUARE PERMIT DISCLAIMER

This permit authorizes the Permit Holder to use the identified Town facility, space, date(s), and time(s) only, subject to the Town's applicable by-laws, policies, procedures, fee schedules, facility rules, and any directions of Town staff. The permit is a licence for use

only and does not create a lease, tenancy, exclusive right of possession, or other interest in the facility.

The Town may cancel, suspend, relocate, or modify a booking where reasonably required for public safety, emergency response, operational needs, maintenance, repairs, weather conditions, non-compliance, or other circumstances beyond the Town's reasonable control. Where reasonably possible, the Town will provide notice and may offer an alternate date, time, or location. Any refund will be administered in accordance with the Town's applicable refund policy and fee schedule.

The Permit Holder is responsible for the conduct of all participants, attendees, invitees, contractors, and suppliers using the facility under this permit. The Permit Holder must comply with all applicable laws, including fire, occupancy, accessibility, alcohol, health and safety, noise, and parking requirements, and must obtain any required approvals, licences, insurance, or permits.

The Permit Holder assumes all risks arising from its use of the facility and is responsible for loss of or damage to Town property caused by the Permit Holder or its participants, attendees, invitees, contractors, or suppliers, except to the extent caused by the Town's negligence. The Permit Holder must promptly report any incident, injury, damage, unsafe condition, or property loss to Town staff.

The Town is not responsible for the loss, theft, or damage of personal property brought to or left at the facility. The Town may require proof of insurance, additional insured coverage, security, or other conditions before or during the permitted use.

This permit is non-transferable and may not be assigned, sublicensed, or used for a purpose other than that approved by the Town without prior written approval. Failure to comply with this permit or applicable Town requirements may result in immediate cancellation, removal from the facility, additional charges, loss of future booking privileges, or other remedies available to the Town.

ACKNOWLEDGEMENT

By signing the Public Square Event Permit and Permit Holder Acknowledgement Form, the Permit Holder confirms that they have read, understood, and agree to comply with all Terms & Conditions, approved plans, permit requirements, and applicable legislation.