



Revised Rental Contract

#FA-2150

Status: Firmed

Facility rentals are not confirmed until an Approved or Firmed contract has been issued.

Facility Contract

Event:	SLPC PICKLEBALL (2024)	Capacity:	13
Service:	Court Season	Insurance (COI) Due:	Apr 01 2024
Created Date:	Mar 04 2024	Total Amount:	\$50,355.75
Prepared By:	Alex O'Connor	Remaining Balance:	\$50,355.75

Client Information

Name:	Sarnia-Lambton Pickleball Club, Mike Van Hemmen	Account:	SLPC PICKLEBALL
Phone #:	(519) 384-8406	Email:	vanhemmen_mike@yahoo.com
Address:	183 Sandpiper Dr., Sarnia, Ontario, N7S 0G1		

Facility Summary

Repeat	Day	Start	End	Facility	Date Range	# Sess.
Weekly	Mon	11:00 AM	01:00 PM	Blackwell Hub (Courts 1-6)	May 27 2024 - Oct 14 2024	21
Weekly	Mon	01:00 PM	03:00 PM	Blackwell Court 3	May 27 2024 - Oct 14 2024	21
Weekly	Mon	01:00 PM	03:00 PM	Blackwell Court 6	May 27 2024 - Oct 14 2024	21
Weekly	Mon, Tue, Wed, Thu, Fri	06:00 PM	08:00 PM	Blackwell Hub (Courts 1-6)	May 27 2024 - Oct 15 2024	102
Weekly	Tue	09:00 AM	01:00 PM	Blackwell Hub (Courts 1-6)	May 28 2024 - Oct 15 2024	21
Weekly	Wed	01:00 PM	03:00 PM	Blackwell Court 1	May 29 2024 - Oct 09 2024	20
Weekly	Wed	01:00 PM	03:00 PM	Blackwell Court 3	May 29 2024 - Oct 09 2024	20
Weekly	Wed	01:00 PM	03:00 PM	Blackwell Court 6	May 29 2024 - Oct 09 2024	20
Weekly	Wed	04:00 PM	06:00 PM	Blackwell Court 1	May 29 2024 - Oct 09 2024	20
Weekly	Thu	09:00 AM	01:00 PM	Blackwell Hub (Courts 1-6)	May 30 2024 - Oct 10 2024	20
Weekly	Fri	11:00 AM	01:00 PM	Blackwell Hub (Courts 1-6)	May 31 2024 - Oct 11 2024	20
Weekly	Sat	11:00 AM	01:00 PM	Blackwell Hub (Courts 1-6)	Jun 01 2024 - Oct 12 2024	20
Weekly	Sun	09:00 AM	01:00 PM	Blackwell Hub (Courts 1-6)	Jun 02 2024 - Oct 13 2024	20

Exclusions, Additions & Modifications

Type	Day	Date	Start	End	Facility	Event ID
Exclusion	Wed	May 15 2024	06:00 PM	08:00 PM	Blackwell Hub (Courts 1-6)	00006823
Exclusion	Thu	May 16 2024	06:00 PM	08:00 PM	Blackwell Hub (Courts 1-6)	00006823
Exclusion	Fri	May 17 2024	06:00 PM	08:00 PM	Blackwell Hub (Courts 1-6)	00006823
Exclusion	Mon	May 20 2024	06:00 PM	08:00 PM	Blackwell Hub (Courts 1-6)	00006823
Exclusion	Tue	May 21 2024	06:00 PM	08:00 PM	Blackwell Hub (Courts 1-6)	00006823
Exclusion	Wed	May 22 2024	06:00 PM	08:00 PM	Blackwell Hub (Courts 1-6)	00006823
Exclusion	Thu	May 23 2024	06:00 PM	08:00 PM	Blackwell Hub (Courts 1-6)	00006823
Exclusion	Fri	May 24 2024	06:00 PM	08:00 PM	Blackwell Hub (Courts 1-6)	00006823
Exclusion	Thu	May 16 2024	09:00 AM	01:00 PM	Blackwell Hub (Courts 1-6)	00006826
Exclusion	Thu	May 23 2024	09:00 AM	01:00 PM	Blackwell Hub (Courts 1-6)	00006826
Exclusion	Fri	May 17 2024	11:00 AM	01:00 PM	Blackwell Hub (Courts 1-6)	00006827
Exclusion	Fri	May 24 2024	11:00 AM	01:00 PM	Blackwell Hub (Courts 1-6)	00006827
Exclusion	Sat	May 18 2024	11:00 AM	01:00 PM	Blackwell Hub (Courts 1-6)	00006828
Exclusion	Sat	May 25 2024	11:00 AM	01:00 PM	Blackwell Hub (Courts 1-6)	00006828
Exclusion	Sun	May 19 2024	09:00 AM	01:00 PM	Blackwell Hub (Courts 1-6)	00006829
Exclusion	Sun	May 26 2024	09:00 AM	01:00 PM	Blackwell Hub (Courts 1-6)	00006829
Exclusion	Mon	May 20 2024	11:00 AM	01:00 PM	Blackwell Hub (Courts 1-6)	00006830
Modified	Mon	Jul 01 2024	09:00 AM	01:00 PM	Blackwell Hub (Courts 1-6)	00006830

Sunday	Oct 06 2024	09:00 AM - 01:00 PM	Blackwell Hub (Courts 1-6)	(Multi-Use Court Rental)	\$294.00
Monday	Oct 07 2024	11:00 AM - 01:00 PM	Blackwell Hub (Courts 1-6)	(Multi-Use Court Rental)	\$93.51
Monday	Oct 07 2024	01:00 PM - 03:00 PM	Blackwell Court 3	(Multi-Use Court Rental)	\$24.50
Monday	Oct 07 2024	01:00 PM - 03:00 PM	Blackwell Court 6	(Multi-Use Court Rental)	\$24.50
Monday	Oct 07 2024	06:00 PM - 08:00 PM	Blackwell Hub (Courts 1-6)	(Multi-Use Court Rental)	\$147.00
Tuesday	Oct 08 2024	09:00 AM - 01:00 PM	Blackwell Hub (Courts 1-6)	(Multi-Use Court Rental)	\$294.00
Tuesday	Oct 08 2024	06:00 PM - 08:00 PM	Blackwell Hub (Courts 1-6)	(Multi-Use Court Rental)	\$147.00
Wednesday	Oct 09 2024	01:00 PM - 03:00 PM	Blackwell Court 1	(Multi-Use Court Rental)	\$24.50
Wednesday	Oct 09 2024	01:00 PM - 03:00 PM	Blackwell Court 3	(Multi-Use Court Rental)	\$24.50
Wednesday	Oct 09 2024	01:00 PM - 03:00 PM	Blackwell Court 6	(Multi-Use Court Rental)	\$24.50
Wednesday	Oct 09 2024	04:00 PM - 06:00 PM	Blackwell Court 1	(Multi-Use Court Rental)	\$24.50
Wednesday	Oct 09 2024	06:00 PM - 08:00 PM	Blackwell Hub (Courts 1-6)	(Multi-Use Court Rental)	\$147.00
Thursday	Oct 10 2024	09:00 AM - 01:00 PM	Blackwell Hub (Courts 1-6)	(Multi-Use Court Rental)	\$294.00
Thursday	Oct 10 2024	06:00 PM - 08:00 PM	Blackwell Hub (Courts 1-6)	(Multi-Use Court Rental)	\$147.00
Friday	Oct 11 2024	11:00 AM - 01:00 PM	Blackwell Hub (Courts 1-6)	(Multi-Use Court Rental)	\$147.00
Friday	Oct 11 2024	06:00 PM - 08:00 PM	Blackwell Hub (Courts 1-6)	(Multi-Use Court Rental)	\$147.00
Saturday	Oct 12 2024	11:00 AM - 01:00 PM	Blackwell Hub (Courts 1-6)	(Multi-Use Court Rental)	\$147.00
Sunday	Oct 13 2024	09:00 AM - 01:00 PM	Blackwell Hub (Courts 1-6)	(Multi-Use Court Rental)	\$294.00
Monday	Oct 14 2024	09:00 AM - 01:00 PM	Blackwell Hub (Courts 1-6)	(Multi-Use Court Rental)	\$294.00
Monday	Oct 14 2024	01:00 PM - 03:00 PM	Blackwell Court 3	(Multi-Use Court Rental)	\$24.50
Monday	Oct 14 2024	01:00 PM - 03:00 PM	Blackwell Court 6	(Multi-Use Court Rental)	\$24.50
Monday	Oct 14 2024	06:00 PM - 08:00 PM	Blackwell Hub (Courts 1-6)	(Multi-Use Court Rental)	\$147.00
Tuesday	Oct 15 2024	09:00 AM - 01:00 PM	Blackwell Hub (Courts 1-6)	(Multi-Use Court Rental)	\$294.00
Tuesday	Oct 15 2024	06:00 PM - 08:00 PM	Blackwell Hub (Courts 1-6)	(Multi-Use Court Rental)	\$147.00

Facility Fees

Name	Subtotal	Discount	Tax	Total Price	# of Booking(s)
Blackwell Court 1	\$490.00	\$0.00	\$63.70	\$553.70	20
Blackwell Court 1	\$490.00	\$0.00	\$63.70	\$553.70	20
Blackwell Court 3	\$490.00	\$0.00	\$63.70	\$553.70	20
Blackwell Court 3	\$514.50	\$0.00	\$66.89	\$581.39	21
Blackwell Court 6	\$490.00	\$0.00	\$63.70	\$553.70	20
Blackwell Court 6	\$514.50	\$0.00	\$66.89	\$581.39	21
Blackwell Hub (Courts 1-6)	\$14,994.00	\$0.00	\$1,949.22	\$16,943.22	102
Blackwell Hub (Courts 1-6)	\$5,880.00	\$0.00	\$764.40	\$6,644.40	20
Blackwell Hub (Courts 1-6)	\$2,940.00	\$0.00	\$382.20	\$3,322.20	20
Blackwell Hub (Courts 1-6)	\$2,940.00	\$0.00	\$382.20	\$3,322.20	20
Blackwell Hub (Courts 1-6)	\$5,880.00	\$0.00	\$764.40	\$6,644.40	20
Blackwell Hub (Courts 1-6)	\$2,765.61	\$0.00	\$359.53	\$3,125.14	21
Blackwell Hub (Courts 1-6)	\$6,174.00	\$0.00	\$802.62	\$6,976.62	21

Invoice and/or Payment Plan

Invoice # (Subject to Change)	Due Date	Amount	Paid	Remaining Balance
INV-017506	Jun 01 2024	\$1,932.90	\$0.00	\$1,932.90
INV-017507	Jul 01 2024	\$10,223.14	\$0.00	\$10,223.14
INV-017508	Aug 01 2024	\$11,053.66	\$0.00	\$11,053.66
INV-017509	Sep 01 2024	\$10,948.02	\$0.00	\$10,948.02
INV-017510	Oct 01 2024	\$10,610.74	\$0.00	\$10,610.74
INV-017511	Nov 01 2024	\$5,587.29	\$0.00	\$5,587.29

Contract Total

Rental Fee	Rental Tax	(Extra Fees)	(Extra Tax)	Total with Tax	Remaining Balance
\$44,562.61	\$5,793.14	(\$0.00)	(\$0.00)	\$50,355.75	\$50,355.75

Conditions of Use

No alcohol is permitted in the dressing rooms, on the benches/sidelines/dugout, or on the sports field surface.

Access to the facility is permitted at the specified rental start time, only. Participants are required to vacate the facility at the specified rental end time to allow for changeover time.

No activities are permitted to occur if the playing conditions may cause injury to players or spectators, or result in the damage to the facility grounds/surface.

Ten (10) days written cancellation notice is required to receive a refund, less the administrative fee, excluding cancellations issued by the City of Sarnia.

Should the Licensee not be able to access the facility at their rental time and/or there is any instance of blood and/or vomit on the surface contact the on-call supervisor at 519-332-0330 ext. 5905.

All participants must adhere to the Sports Field Allocation Policy.

DOCUMENTS REQUIRED: Certificate of Insurance (COI) of \$2M naming the City of Sarnia as Additionally Insured.

The Licensee agrees to the "Sports Field Allocation Policy" for the use of the City of Sarnia Facilities, including that no games or practices in any sport using outdoor sports facilities owned and operated by the City of Sarnia shall be played on when the playing conditions may cause the injury to players or spectators or may result in the damage to the facility.

The Licensee acknowledges they accept the facility on an as-is, where-is basis. It is the responsibility of the Licensee to inspect and approve the condition of the facility immediately prior to their use of the facility.

All raffles and lotteries require a licence. Only lottery events approved by the AGCO are licensable. These approved lottery events are detailed in the AGCO's Lottery Licensing Policy Manual (LLPM).

*Should the Licensee not be able to access the facility at their rental time and/or an emergency situation has occurred where 9-1-1 has been contact, contact the after-hours line at **519-332-0330 ext. 5905**.

Release and Waiver of Liability

By making payment and proceeding with the Facility Rental Contract with The Corporation of the City of Sarnia, its subsidiary and affiliated entities ("The City of Sarnia"), I (or the Licensee) agrees to the following:

I and all participants will adhere to all provincial regulations and restrictions related to COVID-19, including but not limited to all public health regulations and restrictions, social gathering limits, physical distancing, face coverings, etc.

I and all participants will conform and adhere to all rules and regulations as adopted by the Sarnia City Council applying to this Rental Contract, which rules form part of the Contract, including but not limited to the By-Law #206 of 1999 and/or any applicable City of Sarnia policy and/or By-Law.

The Licensee shall indemnify and save harmless the City, its officers, agents, employees, and volunteers against any and all actions, cause of action, suits, debts, claims, demands, and expenses of any nature or kind whatsoever which may arise, directly or indirectly, out of (a) any breach, violation, or non-performance of the terms and conditions on the part of the Licensee set out in this permit; (b) any damages to City property occasioned by the use of the Facility by the Licensee or its employees, volunteers, members, participants, guests, and invitees; (c) any injury to, illness of, or death of any person or any damage to property or other losses arising from or resulting from the use by the Licensee of the Facility to hold the Event and activities related thereto, its employees, volunteers, members, participants, guests, and invitees; except claims arising from the negligence of the Municipality.

I acknowledge and accept the facility on an as-is, where-is basis. It is my responsibility to inspect and approve the condition of the facility immediately prior to my use of the facility.

I will purchase the general liability insurance either through the City of Sarnia, or obtain and maintain in full force and effect during the term of this Agreement, general liability insurance (the "Liability Insurance Policy") acceptable to The Corporation of the City of Sarnia in an amount of not less than two million dollars (\$2,000,000.00) per occurrence in respect of the services provided pursuant to this agreement. Without limiting the generality of the foregoing, the Liability Insurance Policy shall: (a) be placed with a reputable insurer which is licensed to carry on business in Ontario and which is acceptable to the City; (b) include as an additional insured "The Corporation of the City of Sarnia" and its representatives and employees; (c) include bodily injury, property damage, and personal liability coverage; (d) contain a separation of insureds and cross-liability clause; (e) provide that it will not be cancelled or materially altered without at least sixty (60) days prior written notice to the City.

While staff will make every effort to ensure the facility and surrounding area is in good condition for the rental, it is not guaranteed against vandalism or inclement weather. I am aware of this condition and will not hold the City responsible to effect immediate repairs to the facility or to reschedule the facility.

I acknowledge that the City's Refund and Cancellation Policy (viewable online at <https://www.sarnia.ca/play/rentals/> under Section 1) applies to this contract and I will adhere to the guidelines set out in this policy for any cancellation and/or refund requests.

Personal Information on the form is collected under the authority of the Municipal Act, R.S.O 1980, c.302 (as amended), and will be used to determine eligibility for renting the facility only. Questions concerning this collection should be directed: City Clerk, 255 N. Christina Street, Sarnia, Ontario N7T 7N2 (519) 332-0330 ext. 3320 Email: clerks@sarnia.ca

I acknowledge that failure to comply with any of the above provisions by any participant, including myself, may result in cancellation of the event and/or future events and/or additional cost recovery fees charged to myself, in addition to any other consequence(s) the City deems necessary, acting reasonably.

Additional Details

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-
Date: May 01 2024

Client Signature

Click to Sign
