



## USE AGREEMENT

This Agreement made this \_\_\_\_ day of \_\_\_\_\_, 2023

BETWEEN:

Corporation of the Town of Kirkland Lake Recreation Department

- and –

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### ARTICLE 1 – DEFINITIONS

**“Adult”** means any individual 18 yrs of age and over.

**“Agreement”** means this Use Agreement.

**“Arena”** means arena located inside the Kirkland Lake Community Complex located at 55 Allen Avenue, Kirkland Lake, Ontario.

**“Attendant”** means the Municipal employee in charge of the pool area.

**“Civic Outdoor Rink”** means the outdoor rink located at Civic Park at 20 Tweedsmuir Avenue, Kirkland Lake, Ontario.

**“Facility”** means the Kirkland Lake Community Complex and any arena, pool, or aquatic center located within.

**“Ice Time”** means the time or duration that the Renter may be on the ice located at the Kirkland Lake Complex Arena.

**“Maximum Weight Restriction”** means a weight of 300 pounds.

**“Minimum Height Requirement”** means a height of 40 inches.

**“Municipality/Municipal”** means the Corporation of the Town of Kirkland Lake.

**“Municipally Maintained Park Amenities”** includes but is not limited to, biking, skateboarding, scootering, walking, running, and using play and fitness equipment located at the splash park, walking trail and playgrounds.

**“Operator”** means the individual operating any equipment related to maintenance of the ice which includes but is not limited to equipment such as an ice resurfacers.

**“Premises”** means and shall include the Kirkland Lake Aquatic Center, Kirkland Lake Complex Arena, Civic Outdoor Rink, and Municipally Maintained Park Amenities.

**“Prime Ice Hours”** means Monday to Friday from 3:00pm to 11:30pm and Saturday and Sunday from 6:00am to 11:30pm and when school is not in session for students (ex. March Break, Summer, holidays)

**“Recreation Department”** means the Corporation of the Town of Kirkland Lake Recreation Department.

**“Renter”** means the person, organization or company who has rented the Premises from the Municipality.

**“Rental Area”** means the area associated with the Premises rented by the Renter from the Municipality.

**“Rental Time”** means the start time of the rental, up to and including the end time of the rental.

**“Special Events”** includes but is not limited to, tournaments, ice shows, concerts, and test days.

**“Supervisor”** means an individual 18 years of age or older, a coach or their designate.

**“Swim Test”** means being able to swim one width of the pool without stopping.

**“Users”** means any individual participating in rental time at the Kirkland Lake Complex Arena or Community Complex.

## **ARTICLE 2 – GENERAL TERMS & CONDITIONS**

- 2.1 The Use Agreement Form found at Schedule “A” must be completed in its entirety for each rental. Incomplete agreements will not be accepted.
- 2.2 All Municipal accounts of the Renter must be in good standing in order to enter into this Agreement.
- 2.3 The Renter will not be permitted to enter the Rental Area until the Rental Time stated on the Permit.
- 2.4 The Renter must vacate the Rental Area at the time stated on the Permit.
- 2.5 In the event of any mechanical breakdown or Act of God that would interfere with facility use, rental fees shall not be applied, and the Municipality will not be liable for lost rental time.

- 2.6 Smoking and/or vaping is prohibited anywhere in or on the Premises, up to and including 20 meters from the Premises.
- 2.7 Overnight parking is prohibited pursuant to By-Law 07-014 unless permission has been granted in writing from a Premises manager.
- 2.8 Teams travelling out of town on a bus are to leave their vehicles in the overflow parking lot to allow complex patrons adequate parking.

### **ARTICLE 3 – RESPONSIBILITY OF RENTER(S)**

- 3.1 The Renter shall ensure that all persons in attendance conduct activities in an orderly manner and abide by the posted rules and regulations for use of the rented Facility.
- 3.2 The Renter shall abide by the Municipality's Zero Tolerance Policy attached at Schedule "B".
- 3.3 Children under the age of twelve (12) must be supervised at all times.
- 3.4 The Renter must wear the appropriate equipment for their activity.
- 3.5 The Premises and Rental Area must be left in good repair and to the satisfaction of the Municipality.
- 3.6 Any cost of damages caused by the Renter or resulting from actions of members of the Renter, or by invitees during the rental period, must be paid upon receipt of billing by the Municipality or its Recreation Department.
- 3.7 Should extra cleanup be required by the Municipality, the Renter shall be responsible to pay an hourly fee for such clean up. The hourly fee is \$40.00.
- 3.8 The Renter is responsible for clearing the Rental Area of all items and personal property used by or belonging to the Renter during their Rental Time, or upon a mutually agreed upon time, to the satisfaction of the Municipality.
- 3.9 The Renter is responsible for arranging security and parking attendants for Special Events, if required by the Municipality.

### **ARTICLE 4 – ICE BOOKINGS**

- 4.1 Each hour of rental consists of 50 minutes of Ice Time.
- 4.2 The Operator on duty reserves the right to schedule additional ice maintenance when it is required. If additional ice maintenance is required, the Renter will not be billed for that time if the additional maintenance occurs during rented Ice Time.

- 4.3 Users are restricted from entering the ice surface until the Operator has closed the ice surface doors after flooding the ice. Entry onto the ice prior to this will result in the termination of ice maintenance until all individuals are off the ice surface.
- 4.4 Dressing rooms are provided to the Renter thirty minutes before and after each rental, if requested.
  - 4.4.1 An Adult is required to be in the dressing room at all times when children or youth are present.
  - 4.4.2 Dressing rooms will not be opened until Supervisors are in place.
  - 4.4.3 There shall be no horseplay, spitting, cell phones & personal digital assistants, tobacco products, cannabis products or alcohol permitted in any change room at any time.
  - 4.4.4 Any damage done by the Renter to the dressing room will be charged to the Renter.
  - 4.4.5 Any additional charges incurred by the Municipality for clean-up, vandalism or repair shall be billed to the Renter.
- 4.5 Players that are ejected before the end of a game shall be supervised by the Renter to prevent any damage to the Facility. Any damage caused by the Renter shall be billed to the Renter.
- 4.6 All individuals walking on freshly flooded ice must either be wearing a CSA approved helmet with a chin strap or be guided by an individual on skates.
- 4.7 Approved skate aids only may be used on the ice.
- 4.8 No food or drink shall be permitted on the ice at any time. No food or drink shall be permitted in the player bench area other than the player's water bottle.
- 4.9 When the Operator rings the buzzer the ice must be cleared immediately, and gates shut.
- 4.10 No one shall be on the ice when the Operator is cleaning the rink. The only individuals allowed on the ice at this time are those designated to move equipment such as nets.
- 4.11 Alcohol in the Arena is restricted to those who supply a Special Occasion Permit or Caterer's Endorsement and follow all stipulations of the Municipal Alcohol Policy attached at Schedule "C". This does not mean alcohol is permitted in the dressing rooms. Violations may result in immediate ejection and suspension from the facility.
- 4.12 For single ice users, full payment is required to secure ice time. All cancellations must be made to the Recreation Department within 24 hours of the booked time.

- 4.13 For contract ice users, usage will be billed at the end of each month. If the user group does not make payment by the due date as specified on the invoice, the Recreation Department may refrain from providing any further services until the invoice has been paid in full.
- 4.14 If the user group does not make payment by the due date as specified in the invoice, the Recreation Department may require the user group to pay in advance for any future services.
- 4.15 Prime Ice Hours may be extended during Special Event rentals.
- 4.16 Special Events are to be requested at the beginning of the season.
- 4.17 After 1:00pm each day, any non-rented ice for that day and the following day may be booked at 50% off the regular rate as Last Minute Ice.
  - 4.16.1 Last Minute Ice shall not be used to replace regular or scheduled bookings.
  - 4.16.2 Last Minute Ice is on a first come first serve basis and is non-refundable.
  - 4.16.3 Last Minute Ice bookings are a minimum of one hour which includes 10 minutes of ice maintenance.

## **ARTICLE 5 – CIVIC OUTDOOR RINK BOOKINGS**

- 5.1 Maintenance of Civic Outdoor Rinks is provided by the Municipality on a regular basis; however, renters may be responsible for shoveling snow from the Civic Outdoor Rink from time to time.
- 5.2 The surface of Civic Outdoor Rinks may be impacted based on the amount of use of such rink or weather.
- 5.3 The Recreation Department shall make best efforts to post signage indicating a private rental on schedule signs and social media, however, since the Civic Outdoor Rinks are unsupervised it is the responsibility of the Renter to communicate with other participants that a private rental is occurring.
- 5.4 Payment must be made in full at the time of booking unless invoicing arrangements have previously been made in writing with Civic Outdoor Rink management.

## **ARTICLE 6 – AQUATIC BOOKINGS**

- 6.1 All Renters shall ensure that their valuables are locked in a locker. Management will not be responsible for lost or stolen items.
- 6.2 No food or drink (except water) is allowed in the change room or pool area.

- 6.3 No cameras, mobile devices, cell phones or personal digital assistants are allowed in the change room.
- 6.4 Patrons using the pool shall shower with warm soapy water upon entering the pool.
- 6.5 Any fecal incident, of any nature, must be reported to staff. This includes any fecal matter in or around the pool. In the event of a fecal incident, the pool may be closed for the required period of time to disinfect the area.
- 6.6 Children with diarrhea should not go in the pool.
- 6.7 Children that are not toilet trained should wear "Little Swimmers".
- 6.8 No person infected with a communicable disease shall enter the pool.
- 6.9 No person with open sores on their body shall enter the pool.
- 6.10 No person shall pollute the water in any manner by spitting in the water, blowing their nose in the water, or urinating in the water.
- 6.11 No person shall engage in boisterous behavior in or around the pool.
- 6.12 The maximum number of bathers permitted on the deck and in the pool at any time is 307.
- 6.13 Pool Admission Standards
  - 6.13.1 Children under 5 years of age shall stop at the desk to obtain a yellow wrist band and must enter the pool and area under the direct supervision of a caregiver. A caregiver may only supervise a maximum of two children under the age of 5 at a time, and no other children requiring supervision.
  - 6.13.2 Children between the ages of 6 and 9 years of age must pass the facility Swim Test or be under the direct supervision of a caregiver.
  - 6.13.3 If the child cannot pass the swim test, they will receive a red wrist band and must remain with a caregiver at all times. A caregiver may only supervise a maximum of four children between the ages of 6 and 9 at a time, and no other children requiring supervision.
- 6.14 Water Slide Rules
  - 6.14.1 In order to use the water slide, all patrons must meet the Minimum Height Requirement and not exceed the Maximum Weight Restrictions.
  - 6.14.2 All individuals using the water slide must obey the orders of the Attendant in addition to not diving, running, standing, or kneeling, rotating or stopping in or on the slide. All hands must be kept inside the slide.

6.14.3 All individuals using the slide must leave the splash down area promptly and must not block the end of the slide.

6.14.4 All individuals shall not block the end of the slide.

6.15 Sauna Rules

6.15.1 No water is to be added to the sauna.

6.15.2 Individuals shall not be in the sauna longer than ten (10) minutes at a time.

6.15.3 No individual under the age of sixteen (16) is allowed in the sauna unless they are accompanied by the adult responsible for them.

6.15.4 Bathing suits shall be worn at all times in the sauna.

6.16 Payment must be made in full at the time of booking unless invoicing arrangements have previously been made in writing with management.

## **ARTICLE 7 – BALL BOOKINGS**

7.1 Contract Users – Facility use will be billed at the end of each month based on booking. Games cancelled by the Recreation Department due to inclement weather will not be billed.

7.2 In addition, no billing will occur if the league notifies the Recreation Department of a cancellation of a game by 12:00pm (noon) that day.

## **ARTICLE 8 – INSURANCE REQUIREMENTS**

8.1 All persons, organizations or companies who rent any Premises owned by the Municipality are required to hold insurance coverage.

8.2 Insurance held by the Renter shall name the Municipality, its employees and authorized agents as an additional insured.

8.3 All insurance coverage requires general liability coverage and coverage must extend to employees and volunteers.

8.4 In addition to the insurance coverage listed in Article 7.3, insurance coverage for bodily injury to participants or participant to participant in sporting activities is also required.

8.5 A Certificate of Insurance with the required insurance must be provided to the Municipality by the Renter 48 hours before the Rental Time.

8.6 The Renter may purchase the required insurance through the Town's Insurance Broker at a nominal cost.

## **ARTICLE 9 – INDEMNITY**

- 9.1 The Municipality and the Renter agreed to indemnify the Municipality from and against any and all losses, costs, expenses, claims, or damages arising out of any suit, action, or judgement brought against the Municipality or the Renter as a result of the individuals attendance and participation at the Rental Area.
- 9.2 The Renter hereby covenants that it shall not commence or pursue any suit, action, claim or other form of legal or administrative proceeding of any nature or kind against the Municipality with respect to Renter's rental of any Premises.
- 9.3 The Renter and any and all individuals who attend the Rental Area and Premises with the Renter assume the risk of entering such place and partaking in any event or activity and waives any and all claims and defenses that may arise from injury or loss.
- 9.4 I acknowledge COVID-19 has a long incubation period during which carriers of the virus may not show symptoms and still be contagious and that users have an elevated risk of contracting COVID-19 by being around other people in a public setting and I hereby assume the risks with respect to acquiring COVID-19 inherent in participation in Town of Kirkland Lake programs, including the associated risk of death or severe bodily injury that may accompany COVID-19.
- 9.5 I hereby release and save harmless The Corporation of the Town of Kirkland Lake and its employees and representatives from any and all claims and demands associated with acquiring COVID-19, from my participation in Town of Kirkland Lake programs, due to any cause whatsoever, including negligence, breach of contract, mistakes or errors in judgment. This Release of Liability shall be binding upon heirs, next of kin, executors, administrators, assigns and representatives.

## **ARTICLE 10 – MISCELLANEOUS**

- 10.1 This Agreement shall be exclusively governed by, and construed in accordance with, the laws of the Province of Ontario, and the federal laws of Canada applicable therein.
- 10.2 Neither party shall assign this Agreement without prior written consent of the other party.
- 10.3 Neither party may waive or release any of its rights under this Agreement except in writing.
- 10.4 This Agreement constitutes the entire agreement of the parties and supersedes all prior representations, proposals, discussion, and communications, whether oral or in writing.
- 10.5 Any term in this Agreement which is unenforceable or illegal shall be severed from the Agreement and shall not affect the enforceability of other terms of the Agreement.



- 10.6 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which taken together constitute one and the same instrument.
- 10.7 The article headings in this Agreement are inserted for convenience of reference only and shall not be considered in the interpretation of this Agreement.
- 10.8 This Agreement is non-transferable.

### **COLLECTION OF PERSONAL INFORMATION**

Personal information on this form is collected under the authority of *Ontario's Municipal Freedom of Information and Protection of Privacy Act* (MFIPPA) and will be used for services offered by the Department of Community Services.

Questions about this collection or personal information should be directed to the Municipal Clerk, 3 Kirkland Street West, Kirkland Lake, ON P2N 3P4, [clerk@tkl.ca](mailto:clerk@tkl.ca), or by telephone at 705-567-9361 ext. 238 during regular business hours.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2023

\_\_\_\_\_  
Corporation of the Town of Kirkland Lake  
Recreation Department

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Renter's Name

\_\_\_\_\_  
Witness

## SCHEDULE "A"

### KIRKLAND LAKE RECREATION DEPARTMENT USE AGREEMENT FORM

#### GROUP / CONTACT INFORMATION

<b>Organization's Name:</b>		<b>Date(s) of Activity:</b> <i>DD/MM/YY</i>		
<b>Contact Name:</b>		<b>Time Required:</b>	<b>From:</b>	<b>To:</b>
<b>Billing Address:</b>		<b>Event Type:</b> <i>(special event, local tournament, regional tournament)</i>		
<b>Email Address:</b>		<b>Expected Number of Participants:</b>		
<b>Telephone:</b>		<b>Person in charge on day of event:</b>		

#### INSURANCE INFORMATION

The Town of Kirkland Lake requires that all persons, organizations, or companies who rent premises owned by the Town hold insurance coverage, which names the Town, its employees, and authorized agents as an additional insured with regards to the renter's event. Please review attached information on Insurance Requirements.

**Please choose one of the following options:**

- Provide a Certificate of Liability Insurance \_\_\_\_\_
- Purchase User Insurance through the Town's Insurance Broker at a nominal cost (rates available) \_\_\_\_\_

#### INFORMATION & REQUIREMENTS

Access to facilities will be required for:	Date: <i>(DD/MM/YY)</i>	Time:	
• Deliveries		<b>From:</b>	<b>To:</b>
• Setup		<b>From:</b>	<b>To:</b>
• Clean Up		<b>From:</b>	<b>To:</b>
<b>Room(s) set up requests:</b>			
<b>Provide details if your event includes any of the following:</b>			
<input type="checkbox"/> Serve or sell alcohol	<input type="checkbox"/> Vendors	<input type="checkbox"/> Access to sound system	

<input type="checkbox"/> Serve or sell food ( <i>indicate if bbq</i> )	<input type="checkbox"/> Fireworks	<input type="checkbox"/> Tables / Chairs
<input type="checkbox"/> Inflatables ( <i>Complete attached Agreement</i> )	<input type="checkbox"/> Electrical	<input type="checkbox"/> Sporting Event
<input type="checkbox"/> Dressing rooms required		

### RENTAL FEES & ADDITIONAL CHARGES

Description	Number of Hours	Hourly Rate	Total
Paid by: <input type="checkbox"/> Debit <input type="checkbox"/> Credit <input type="checkbox"/> Cheque # _____		<b>Total Charges</b>	
Credit Card # _____		HST @ 13%	
Expiration Date: _____			
Name as it appears on credit card: _____		<b>Invoice Amount</b>	
		Less Deposit	
		<b>Balance Owing</b>	

The facility/article must be left in good repair, to the satisfaction of the Town of Kirkland Lake. Any cost of damages caused by the Lessee or resulting from action of members of the group or participants in the activity, must be paid upon receipt of billing for same by the Town of Kirkland Lake. I agree to abide by the terms of this contract and agreement as enclosed.

\_\_\_\_\_  
 Contact's Signature  
*(Must be 18 yrs of age and over)*

\_\_\_\_\_  
 Date

OFFICE USE ONLY:	
Certificate of Insurance Received:	Date:

## Certificate of Insurance - \$5,000,000 Limit of Insurance

<b>Insurance Broker</b>	Brokerlink Inc.	26 Government Road West Kirkland Lake, ON P2N 3J1 (705)567-4901
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<b>Name of Insured</b>	Any Licensee(s)/ Rentee(s) Corporation of the Town of Kirkland Lake and Kirkland Lake and Kirkland Lake Public Library Board solely for use of the facilities owned by the Additional Insured and solely for Approved Activities and Events as agreed to by Intact Public Entities. Coverage is extended to vendors for Approved Activities and Events.	
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<b>Additional Insured</b>	CORPORATION OF THE TOWN OF KIRKLAND LAKE AND KIRKLAND LAKE PUBLIC LIBRARY BOARD FACILITY USER GROUP	
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<b>This certificate is issued to:</b>	Licensee(s)/ Rentee(s) of facilities at locations on file with the Insurer for Approved Activities as agreed to by Intact Public Entities.	
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<b>Policy Number</b>	CP82329A	<b>IPE Internal Risk Number</b>	05910
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<b>Effective Date of Master Policy (dd-mm-yy)</b>	31-12-21	<b>Expiry Date of Master Policy (dd-mm-yy)</b>	31-12-22
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COVERAGE	DEDUCTIBLE	LIMITS OF LIABILITY
Commercial General Liability-Per Occurrence	Nil	\$5,000,000
Personal and Advertising Injury Liability	Nil	Not Insured
Tenants' Legal Liability-Any one premises	Nil	\$5,000,000
Medical Expenses-Per Person	Nil	\$10,000
Aggregate Limit-Products & Completed Operations Hazard	Nil	\$5,000,000
Non-Owned Automobile Liability	Nil	\$5,000,000

<b>Operations and Locations to which this Certificate Applies</b>
Solely with respect to use of facilities at locations on file with Insurer. This insurance afforded is subject to terms, conditions, and exclusions of the applicable policy.

<b>Coverage</b>
The insurance coverage under this Master Policy is valid only to those licensee(s)/rentee(s) (and vendors thereof) for the activity and dates reported in their <b>Rental Agreement</b> on file with Corporation of the Town of Kirkland Lake and Kirkland Lake Public Library Board. <b>This policy does not provide Accident or Disability coverage</b>

<b>Activities Not Covered</b>
Alpine skiing, bachelorette/stagette parties, bike racing, boxing, climbing walls, contact sports (including hockey, lacrosse, martial arts), cycling, fireworks, gymnastics, horse related, kabaddi, kayaking, kickboxing, motor vehicle activities, rugby, skateboarding, snowboarding, stag/bachelor parties, tackle football, wrestling and organized sports teams/leagues.

<b>Cancellation</b>
Should any of the above described policies be cancelled before the expiration date thereof, the Insurer will endeavor to mail 30 days written notice to the Certificate Holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the Insurer

<b>Claims or Incident Reporting</b>	Intact Public Entities	Toll Free: 1-800-265-4000
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<b>This is only a summary of the insurance provided under the Policy and constitutes a statement of the facts as of the date of issuance. These facts are so represented only to the addressee. This document does not list all policy wordings, limitations, exclusions and warranties that form part of the policy. The actual wording of the policy governs in all situations</b>
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Please share the Ontario Swim Admission Standards with all parents of children 9 years of age and under. Children who are not able to meet the swim admission standard will not be permitted in the swimming pool.

<p><b>Ontario Swim Admission Reminder:</b></p> <p>Children 5 years of and under must be accompanied by an adult in the pool, who remains within arms reach and is responsible for their direct supervision; with a maximum of two children for each guardian while in the water. Children 6 – 9 years of age who are unable to pass the facility swimming test must be accompanied by a parent or guardian responsible for their direct supervision, with a maximum of four children for each guardian while in the water.</p>	<p><b>Ontario Swim Admission Reminder:</b></p> <p>Children 5 years of and under must be accompanied by an adult in the pool, who remains within arms reach and is responsible for their direct supervision; with a maximum of two children for each guardian while in the water. Children 6 – 9 years of age who are unable to pass the facility swimming test must be accompanied by a parent or guardian responsible for their direct supervision, with a maximum of four children for each guardian while in the water.</p>
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## **USE OF INFLATABLES ON MUNICIPAL PROPERTY**

- Inflatable attractions designated as an amusement device, may be used on approved Municipal properties as long as they are professionally installed and properly supervised.
- All inflatable devices must be age appropriate.
- All inflatable devices must be approved by the Technical Standards and Safety Authority (TSSA) and must be installed by a licensed mechanic/installer. There must be an adequate number of supervisors on each device.
- The Town of Kirkland Lake requires a Certificate of Insurance (COI) from the Inflatable Provider adding the Municipality as additionally insured.

**Name of Inflatables Provider:** \_\_\_\_\_

**Licensing Number:** \_\_\_\_\_

I agree to abide by the above regulation.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

### **FOR OFFICE USE**

☐ COI received from Inflatable Provider

Date: \_\_\_\_\_

## SCHEDULE “B”



POLICY	
Policy Number:	Date Approved: February 18, 2009
Department: Community Services	Date Reviewed: October 24, 2018
Zero Tolerance Policy	

### POLICY STATEMENT

Recreation facilities in Kirkland Lake are provided to allow citizens to participate in sport and other recreational activities in a safe, enjoyable environment. The Corporation of the Town of Kirkland Lake will ensure that the best possible environment exists for our children, to allow them to enjoy their sport and develop an understanding of sportsmanship, competition, teamwork and fair play. Adults shall be provided the same ideal environment.

Many events taking place in our facilities do so only because of the willingness of volunteers, paid staff and contract employees to assist in such endeavors. It is our responsibility to see that they too have the ability to work in a safe environment. Similarly, well-behaved spectators and participants should be able to enjoy their time in our facility. The municipality has an onus to provide reasonably safe facilities for all who use our premises.

It is essential that the Corporation of the Town of Kirkland Lake do all things necessary to ensure that deterrents exist to ensure that incidents of inappropriate behavior do not occur in our facilities. To achieve this goal it is necessary that all renters of our facilities take primary responsibility for the behavior associated with their players, officials and spectators.

The Town of Kirkland Lake Workplace Harassment Policy includes prohibitions against Workplace Violence, Workplace Harassment and Workplace Sexual Harassment. Violation of the Town of Kirkland Lake Workplace Anti-Violence, Harassment, and Sexual Harassment Policy will not be tolerated by any third party, including but not limited to, customers, clients, contractors or their workers and other members of the public invited to the workplace.

### STATEMENTS OF PRINCIPLE

1. Participation in sport is a tremendous benefit to children and adults alike.
2. To make sure that benefits are maximized, a safe and positive environment must exist.
3. Violent acts or abusive behavior have no place in our facility.

4. Referees and game officials have the responsibility to see that games are played in a safe manner and to enforce rules of the game.
5. Referees and officials should not be subjected to abusive or violent behavior in any municipal facility.

## **POLICY PURPOSE**

1. To create the best possible environment for children and families to enjoy sport and recreational activities in our parks and facilities.
2. To eliminate violence and abusive behavior in municipal facilities.
3. To develop an understanding among participants and spectators of the importance of creating a positive, “fun first” environment for children and youth in sport and recreation.

## **PROHIBITED BEHAVIOURS**

The following actions of non-players (or players in a situation where the player leaves the area of play to engage in a violent act) are prohibited:

1. Striking another individual
2. Throwing articles in an aggressive manner or equivalent
3. Threats and attempts to intimidate
4. Efforts to incite violence
5. Verbal assaults or malicious comments directed at players, spectators, staff or officials.
6. Defacing or damaging property or equipment.

## **PENALTIES**

Persons taking part in any of the above behaviors will be immediately ejected from the facility and may be further banned from all municipal facilities for a minimum of 30 days.

The Corporation of the Town of Kirkland Lake reserves the right to increase the length of this suspension should it deem such an extension warranted by the act.

Incidents may be reported to the Kirkland Lake OPP department. Criminal charges may follow.



**SCHEDULE “C”**  
**MUNICIPAL ALCOHOL POLICY**

(See Attached if Applicable)

## SCHEDULE “D”

### ICE BOOKING RENTAL RATES 2023-2024

	<b>Prime Time</b> Monday to Friday 3:00 pm – 11:30 pm Saturday & Sunday 6:00 am – 11:30 pm	<b>Dead Ice</b> <i>(20% discount of prime rate, in effect while school is in session excluding school breaks)</i> Monday to Friday 6:00 am – 3:00 pm	<b>Last Minute Ice</b> <i>(50% discount of prime rate)</i>
<b>Adults</b>	$\$143.38 + 18.64 = \$162.02$	$\$114.70 + 14.91 = \$129.61$	$\$71.69 + 9.32 = \$81.01$
<b>Student</b> <i>(present student card)</i>	$\$107.54 + 13.98 = \$121.52$	$\$86.03 + 11.18 = \$97.21$	$\$53.77 + 6.99 = \$60.76$
<b>Pickup Hockey</b> <i>(14 &amp; over)</i>	Mon/Wed/Friday $\$7.08 + .92 = \$8.00$		
<b>Pickup Hockey</b> <i>(Seniors)</i>	Tuesday & Thursday $\$7.08 + .92 = \$8.00$		
<b>Pickup Hockey Passes</b> <i>(Book of 12)</i>	$\$7.08 + .92 = \$8.00$		
<b>Family Sticks &amp; Pucks</b> <b>(2 individuals)</b>	$\$7.52 + .98 = \$8.50$		
<b>Family Sticks &amp; Pucks</b> <b>(3 or more individuals)</b>	$\$8.85 + 1.15 = \$10.00$		
<b>Twoonie Skate</b> <i>(50 min)</i>	$\$2.00$ (includes HST)		

### SWIMMING POOL RENTAL RATES 2023-2024

	<b>Prime Time</b> Monday to Friday 3:00 pm – 11:30 pm Saturday & Sunday 6:00 am – 11:30 pm	<b>Early Morning (Non prime)</b> <i>(20% discount of prime rate, in effect while school is in session excluding school breaks)</i> Monday to Friday 6:00 am – 3:00 pm
<b>Swim Club</b>	1 hour lap pool <i>(less than 30 people)</i> $\$72.30 + \text{Lifeguard } \$27.49 = \$99.79 + \$12.97 = \$112.76$	1 hour lap pool <i>(less than 30 people)</i> $\$57.84 + \text{Lifeguard } \$27.49 = \$85.33 + \$11.09 = \$96.42$