

**TOWN OF LAKESHORE  
FESTIVAL AND SPECIAL EVENT AGREEMENT**



**THIS AGREEMENT** is made in triplicate, this \_\_\_\_\_ day of \_\_\_\_\_

**BETWEEN:**

**THE CORPORATION OF THE TOWN OF LAKESHORE**

-and-

\_\_\_\_\_  
The name of Event Organization

On behalf of: \_\_\_\_\_  
Event name

**WHEREAS:**

1. The Applicant has applied to the Town of Lakeshore, (hereinafter known as the Corporation) for permission to use and occupy portions of municipal property in the Town of Lakeshore, known as, (the "Property") on said date(s) and time(s):  
\_\_\_\_\_
2. **(SUPPLY DETAILED POINT FORM DESCRIPTION OF ACTIVITIES OF THE EVENT INCLUDING FOOD AND BEVERAGE SERVICE)** on a separate sheet of paper and attach to this application.
3. The Municipal Council of the Day, has granted to the Applicant, consistent with that authority, the use of the Property upon terms and conditions in this Agreement;

**THEREFORE**, in considering the granting of the permission as noted above, the Applicant agrees to the following:

- a. To attend a pre-event site meeting inspection prior to any set up, and attend a post event site meeting inspection after the take down of the event; to use only the area of the Property as outlined in the attached Property Schedule and, to keep it, including all public washrooms clean; to leave the Property in the same condition it was in when the applicant began to use it; to repair back to its original state any damage to park; and to remove any garbage from the Property after the completion of

the event, all of these to the satisfaction of the Corporation's Manager of Recreation and Facility Services. **At this time, the applicant must provide a detailed site plan to be approved by the Manager of Recreation and Facility Services or designate.** If the Applicant fails to do so, then 24 hours after the end of the event, the Corporation may, at the Applicant's expense, clean up and repair the approved area or any part of the Property used by the Applicant. The invoice for the work done shall become due and payable upon delivery to the Applicant of an itemized account of the labour and material required to clean up and repair the Property.

- (b. Not to assign this Agreement, allow any unauthorized use of the approved area, or sublet the approved area without the prior written consent of the Corporation.
- (c. To indemnify and save harmless the Corporation, its servants and agents against all loss, costs, actions, charges or damages which it may suffer or be put to and from and against all claims or actions which may be made or brought against the Corporation, its servants and agents, arising from the use of the Property or from any non-compliance with or a violation of the terms of this Agreement and all schedules forming part of this Agreement.
- (d. The Corporation shall at all times have access to the Property, for all reasonable purposes, during the term of this agreement, and nothing herein shall be construed as granting the Applicant an exclusive right of occupation to the exclusion of the Corporation.
- (e. **To comply with all police, fire, safety and sanitary laws**, by-laws and regulations of the Corporation, the Police Services Board, the local Health Unit, and any Provincial or Federal Authority, or made by fire insurance underwriters.
- (f. That any request to the Corporation to do additional work to prepare the property or to clean up the Property during the event will be made in writing, prior to such work being done. The Applicant shall agree in writing to pay for, on demand, the costs of such work in accordance with written estimates provided by the Corporation's Manager of Recreation and Facility Services.
- (g. That all costs associated with the event are those of the Applicant to pay on demand to the Corporation, all incremental costs, including labour, materials and rental charges for equipment or services requested by or provided to the Applicant.
- (h. To provide, at its expense, adequate portable toilet facilities to service the need of the anticipated number of participants as may be required by the Windsor Essex Health Unit and Manager of Recreation and Facilities Services or designate.

- (i. To obtain, at its expense, a building permit prior to the erection of any tents larger than 60m<sup>2</sup> (25' x 30') or bigger in area and to erect and locate the tents, their entrances and exits, to the satisfaction of the Corporation's Chief Building Official and the Corporation's Fire Chief, and that there will be no open fires and no cooking beneath these tents.
- (j. To notify all neighbouring residents in the surrounding areas of the municipal park or open space required for their Festival or Special Event. This is to be completed to the satisfaction of the Manager of Recreation and Facility Services once approval has been granted, and Municipal Council has been notified.
- (k. That all fire hydrants remain unobstructed at all times.
- (l. To obtain, at its expense, prior to the staging of the event, all required licenses and permits.
- (m. To pay any fees assessed by SOCAN (Society of Composers, Authors and Music Publishers of Canada), for the privilege of playing copyrighted music.
- (n. That nothing in this agreement shall be read or construed as conferring upon the Applicant or its officers, employees, agents, contractors or volunteers the status of officer, employee or agent of, or partner or joint venture with, the Corporation. Specifically, the parties agree that it is not intended by this Agreement that the Applicant or any of its officers, employees, volunteers or any person hired, employed or retained by it, to be an employee of the Corporation for the purpose of the Income Tax Act, the Canada Pension Plan Act, the Employment Insurance Act, the Workplace Safety and Insurance Act, the Occupational Health and Safety Act and the Health Insurance Act, all as amended from time to time and any legislation in substitution thereof, or any other such legislation. The Applicant shall ensure all its officers, employees, agents, contractors and volunteers are aware of this provision.
- (o. To provide security and/or paid duty officers as may be required by the Ontario Provincial Police, as per Municipal Alcohol Policy and policies of Council.
- (p. The Applicant agrees to pay a security deposit as per the fee schedule; refundable upon complete inspection of the property by the Municipality if no damage has occurred. If damage has occurred, the Applicant shall forfeit all or part of the deposit to cover the cost for repairs.
- (q. The Applicant shall forfeit from the security deposit \$10.00 per minute for amplification after the curfew stipulated in the Noise By-Law, if applicable, or any later time stipulated in the terms of this Agreement.

- (r. That this Agreement may be amended, altered or added to only by written Agreement between the parties which is supplemental to this Agreement and thereafter forms part of this Agreement.
- (s. All terms and conditions of any attached Schedules are incorporated into and form part of this Agreement. This agreement and the attached Schedules embody the entire Agreement and supersede any other understanding or Agreement, collateral, oral or otherwise, existing between the parties at the date of execution.

**Check Specific Services Required for the Event:**

- \_\_\_ Appendix B - Property Schedule
- \_\_\_ Appendix C - Fee Outline
- \_\_\_ Appendix D - Insurance Schedule
- \_\_\_ Appendix E - Temporary Highway Closure Schedule
- \_\_\_ Appendix F - Alcohol Schedule
- \_\_\_ Appendix G - Food Service Schedule
- \_\_\_ Appendix H - Fireworks Schedule
- \_\_\_ Appendix I - Noise by-law Exemption Schedule
- \_\_\_ Appendix J – Parade Schedule
- \_\_\_ Appendix K - Insurance Matrix

**Attachments:**

- 1) Town of Lakeshore By-law to Control Noise
- 2) Town of Lakeshore Municipal Alcohol Policy & Completed Safety Plan
- 3) Appendix “A”
- 4) Appendix “J” – Festivals and Special Events Insurance Matrix
- 5) Available Parks and Fees for Community Festivals and Special Events

**TOWN OF LAKESHORE  
FESTIVAL AND SPECIAL EVENT AGREEMENT**

IN WITNESS WHEREOF the Parties hereto have hereunto affixed their corporate seals duly attested by the hands of their proper signing officers in that behalf respectively.

**SIGNED, SEALED & DELIVERED THE CORPORATION OF THE**

In the presence of

**TOWN OF LAKESHORE:**

\_\_\_\_\_  
Carri Belle Murphy  
Manager of Recreation and Leisure

\_\_\_\_\_  
Mary Masse, Clerk  
I have the authority to bind the organization

**APPLICANT:**

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Title:

The applicant must be at least 18 years of age to sign.

## APPENDIX “A”

### **Event Evaluation Criteria for local non-profit and all other non-profit\*:**

The Town of Lakeshore shall utilize the following criteria when evaluating and scheduling festivals and special events:

- a) The nature of the event and how it can serve the community of Lakeshore,
- b) The dates and times during which the event will occur,
- c) The location(s) of the event and whether the location(s) inhibit the safe flow of vehicular and pedestrian traffic in the Town,
- d) Whether the activities are in compliance with other applicable laws,
- e) Whether the event is to benefit non-profit community service organizations,
- f) The general health, safety and welfare of the participants in the event and the citizens of Lakeshore,
- g) The impact and/or cost of the event on Town support services,
- h) The frequency of the event or similar event(s).

Individuals, organizations and agencies wishing to conduct a special event on Town of Lakeshore property and/or public rights-of-way, must complete the **Festival and Special Event Agreement** in advance to obtain approval for their event. A **Festival and Special Event Agreement** must be obtained for the following events or similar activities whenever held on Town-owned property or on public rights-of way within the Town:

**Festivals**  
**Park Events**  
**Carnivals**

**Walks**  
**Parades**  
**Performances**

**Runs**  
**Filming**  
**Races**

**Concerts**  
**Block Parties**  
**Ceremonies**

#### **\* Definitions:**

- **Local non-profit** is defined as an organization/agency not established for the purpose of making a profit operating within the boundaries of the Town of Lakeshore.
- **All other non-profits** are defined as organizations/agencies not established for the purpose of making a profit providing services to the residents of the Town of Lakeshore.

## **Event Evaluation Criteria for for-profit\*:**

The Town of Lakeshore shall utilize the following criteria when evaluating and scheduling festivals and special events:

- a) The nature of the event and how it can serve the community of Lakeshore,
- b) The dates and times during which the event will occur,
- c) The location(s) of the event and whether the location(s) inhibit the safe flow of vehicular and pedestrian traffic in the Town,
- d) Whether the activities are in compliance with other applicable laws,
- e) The general health, safety and welfare of the participants in the event and the citizens of Lakeshore,
- f) The impact and/or cost of the event on Town support services,
- g) The venue must have the facilities/resources to hold the festival or event. If further resources are required, they will be furnished at the applicants expense,
- h) There are no adverse effects on public safety or on the Corporation's identity,
- i) The festival or event is held in a venue to minimize public disturbance,
- j) The frequency of the event or similar event(s).
- k) Groups are requested to observe and help enforce the common rules concerning social behaviours; for example, clean speech, respect for the personal and property rights of others, avoidance of unnecessary noise which might disturb other groups using the facility or citizens residing near the facility and related areas.

Individuals, organizations and agencies wishing to conduct a special event on Town of Lakeshore property and/or public rights-of-way, must complete the **Festival and Special Event Agreement** in advance to obtain approval for their event. A **Festival and Special Event Agreement** must be obtained for the following events or similar activities whenever held on Town-owned property or on public rights-of way within the Town.

**Festivals**  
**Park Events**  
**Carnivals**

**Walks**  
**Parades**  
**Performances**

**Runs**  
**Filming**  
**Races**

**Concerts**  
**Block Parties**  
**Ceremonies**

### **\* Definition:**

- **For Profit** is defined as a business, organization, or individual who hosts a festival or special event for the purpose of generating a profit.

## **APPENDIX “B”**

### **Property Schedule:**

Description of Property to be used by the Applicant under the terms of this Agreement:

[Enter description, address, location etc. of property being requested – indicate if all or part of the property – if appropriate, indicate a map is attached and staple map to the schedule]

I have read and understood this schedule

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Name of Applicant

## **APPENDIX “C”**



**Fee Outline:**

For the purposes of the event, the Applicant agrees to the following:

1. To deposit with the Corporation's Manager of Recreation and Facility services, seven (7) days prior to the event, a certified cheque or money order for [Enter amount of deposit required] which will be utilized if any clean up and/or repair is necessary due to the staging of the event or if there is any noise amplification after the curfew set out in the Corporation's Noise By-law, or as prescribed herein. Any funds remaining unused for these purposes will be returned to the Applicant. If no clean up and /or repairs are necessary, the full amount will be returned to the Applicant. If additional funds are required the Corporation will invoice the Applicant within twenty-one (21) days following the end of the Property rental, as outlined in this Agreement.
2. To deposit with the Corporation's Manager of Recreation and Facility Services, seven (7) days prior to the event, a certified cheque or money order for fees as follows:

**Special Event Permit Fee:** [Enter location fee per day and enter number of days]

**Total Permit Fees:** [Enter Total Permit Fees]

I have read and understood this schedule

---

Signature of Applicant

---

Name of Applicant

## APPENDIX “D”

### Insurance Schedule:

For the purposes of the event, the Applicant agrees to the following:

1. To provide and maintain public liability and property damage insurance containing endorsements **naming the Corporation as an additional named insured**, together with a cross-liability clause, in the amount of not less than **\$(Enter Amount as determined by Appendix J, the Festivals and Special Events Insurance Matrix)** , satisfactory to the Corporation’s Manager of Recreation and Facilities Services or designate; if Alcohol is being served at the event, the service provider must provide proof of Smart Serve Certificate Liability insurance coverage naming the Corporation and the Organizer as additional insured.
2. To file a certified copy of the insurance policy required hereunder to Town Clerk **PRIOR** to the endorsement of this agreement.
3. Failure to submit proof of the required insurance satisfactory to the Corporation’s Manager of Recreation and Facility Services or Town Clerk or designate may result in cancellation of events and forfeiture of fees.

I have read and understand this schedule

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Name of Applicant

## APPENDIX “E”

### Temporary Highway Closure Schedule

For the purposes of the event, the Corporation agrees to the following:

1. That for the purposes of the facilitating of the event, [Enter description of highway(s) or partial highway(s) to be closed] will be temporarily closed on [Enter date, include day name and number and month and year] during the following times: [Enter time of closure].
2. For the purposes of the event, the Applicant agrees to the following:
3. To barricade off, **to the satisfaction of the Corporation’s Manager of Public Works and the Ontario Provincial Police,** the traveled portion of the highway for its entire width for the duration of the event, ensuring that all barricades are staffed to permit passage of emergency vehicles and ensuring that all emergency aisles are kept clear to the satisfaction of the Ontario Provincial Police and the Corporation’s Fire Chief and ensuring that **all barricades are adequately, and safely, lit during the period of darkness.**
4. That the closure is limited to vehicular traffic and those pedestrians shall have free and clear passage along any sidewalks or elsewhere appropriate.
5. The Applicant will, at its own expense, make arrangements with the Corporation’s Public Works Services Division to acquire and set up the necessary number of barricades, lights and signs and to ensure the take down and return of same to the Corporation’s Public Works Department.
6. To notify Fire and Rescue Services, Police Services, Ambulance Services and Business Associations (BIA), (if the highway closure is taking place within the defined BIA area) the neighbouring residents and businesses in the parade area and abutting streets of the disruptions of traffic and of the times and duration of the event.
7. That any and all overtime incurred as a result of being called out to re-open roads after hours will be invoiced to host organization.

I have read and understand this schedule

---

Signature of Applicant

## APPENDIX “F”

### Alcohol Schedule

For the purposes of the event, the Applicant agrees to the following:

1. To only serve or sell alcoholic beverages if a Special Occasion Permit or other provincially required permit has been issued by the Province of Ontario.
2. To provide, at its entire expense, such security personnel as may be required by the Corporation to oversee the distribution of alcohol beverages within the confines of the licensed area and to ensure compliance with the **Town of Lakeshore’s Municipal Alcohol Policy and compliance with the guidelines of the Ontario Provincial Police, including the guidelines from the Alcohol Gaming Commission, pursuant to the Liquor License Act of Ontario.**
3. For the purposes of selling alcohol beverages, this event shall be designated as a Community Festival pursuant to the Liquor License Act of Ontario.
4. Glass containers are not to be used for the serving of any beverage.

I have read and understand this schedule

---

Signature of Applicant

---

Name of Applicant

## APPENDIX “G”

### Food Service Schedule

For the purposes of the event, the Applicant agrees to the following:

1. To obtain approval from and meet the requirements of the Windsor Essex County Health Unit for the handling of food.
2. To remove, from the Property all products and food wastes used in the preparation of the food such as charcoal, oil and grease, meat carcasses in properly sealed containers, without depositing the materials on the ground or in the trash receptacles provided by the Town of Lakeshore. The organizer will contact the Essex-Windsor Solid Waste Authority in order to implement a recycling plan for the event.
3. That there will be no open fires and no cooking beneath any tent and no consumption of food or beverage by event patrons beneath any vendor tents.
4. Where Health Unit Permits are required, **all food vendors selling food directly to the public whether indoor/outdoor** must provide a certificate of insurance with a minimal coverage of \$2,000,000.00 naming the Town of Lakeshore as an additional insured be submitted with completed application.

I have read and understand this schedule

---

Signature of Applicant

---

Name of Applicant

## **APPENDIX “H”**

### **Fireworks Schedule**

1. For the purposes of the event, the Applicant agrees to that the individual detonating the fireworks will have a current Fireworks Supervisor's License as issued by Natural Resources Canada, Explosives Regulatory Division, and have insurance as required by the Agreement.

That the fireworks display will be a safe distance from all streets, parking lots, buildings following:

2. To notify Ontario Provincial Police and the Corporation's Fire and Rescue Services of the nature, location, time and date of detonation of the fireworks, and to obtain a permit from the Corporation's Fire and Rescue Services and produce the fireworks permit upon request and further, that the discharge of the fireworks will be in accordance with the terms of that permit.
3. And other structures as per the latest edition of the Natural Resources Canada Display Fireworks Manual and the office of the Fire Chief.
4. The proof of permission from Natural Resource Canada, Explosives Regulatory Division will be provided to the Corporation when applying for a permit from the Corporation's Fire and Rescue Services for displays that is to be executed on a roof top or barge.
5. That the firing area will be secured by the Applicant to the satisfaction of the Corporation's Manager of Recreation and Facility Services, the Ontario Provincial Police and the Fire Chief.
6. To use only those types of fireworks described in the Natural Resources Canada Explosives Regulatory Division approved list and the use of any fireworks not appearing on that list are prohibited.

I have read and understand this schedule

---

Signature of Applicant

---

Name of Applicant

## APPENDIX "I"

### **Noise By-law Exemption Schedule**

For the purposes of the event, the Event Organizer (s) agree (s) to the following terms, if applicable to the Event:

1. To submit to Corporation's Manager of Recreation and Facility Services a letter requesting to be exempt from the Corporation's Noise By-law from [Enter time] to [Enter time] on the applicable date (s) on the condition that the maximum noise levels do not exceed 95 decibels at 100 feet from the stage.
2. To submit to the Corporation's Manager of Recreation and Facility Services a detailed site plan and guidelines regarding the volume and location of amplification equipment to be used during the event one week prior to the start of the set up for the event.
3. To submit to the Corporation's Manager of Recreation and Facility Services a detailed site plan and guidelines regarding the volume and location of amusement rides, one week prior to the start of the set up for the event.

I have read and understand this schedule

---

Signature of Applicant

---

Name of Applicant

## APPENDIX “J”

### Parade schedule:

**For the purposes of the event, the applicant agrees to the following:**

1. To appoint a parade marshall to oversee the entire process of the parade and that a contact name and number be provided at the time of submission.
2. That the parade application and/or waiver include the following clause stating that: ***“no parade participant involved in the parade shall throw any object or item including candy from a moving vehicle or float.”***
3. Handouts and items exchanged between participants in a parade and by-standers shall be done in a safe and orderly manner clear of vehicles and floats.
4. That a road map depicting the parade route identifying all streets involved be included as part of this application for review by Lakeshore OPP and road authorities.
5. That the Parade Marshall notify the Ontario Provincial Police Community Policing Officer, the Corporation’s Fire and Rescue Services, EMS Services of said parade requesting approval of parade route identifying said road map.
6. That the Parade Marshall contact the Manager of Public Works to review the parade route identifying all municipal/county/provincial highways involved and that the appropriate authorities be contacted for their final approval of said parade route.
7. Completion of Schedule “K” attached (Insurance Matrix) and that the certificate of insurance be submitted with this Festival and Events application.
8. That any and all cost incurred by the Municipality as a result of a parade function be charged directly to the host organization
9. The host organization is responsible to ensure that all parade participants are aware of the above noted clauses as well as risks associated in participation of a parade.

I have read and understood this schedule

---

Signature of applicant

---

Name of applicant



## APPENDIX “K”

### Festivals and Special Events Insurance Matrix

The following matrix has been developed to assist the Town and applicants in determining the minimum level of liability insurance required for an event. These minimum requirements may be modified by the Town at its discretion.

<u>Risk Rating</u>	<u>Points</u>	<u>Minimum Liability Insurance</u>
	1 - 5	\$2 million
	6 - 8	\$3 million
	9 - 12	\$5 million
	13+	Consult Risk Management

Risk Factors	Risk Value	Event Points
Alcohol served	4	
Animals <i>Exotic</i> <i>Domestic</i>	2 1	
Attendance - maximum expected (average per day): 501 - 2,000 2,001 - 10,000 10,001+	1 2 3	
Fireworks <i>Family</i>	2	
<b>Motor Sports</b>	<b>Refer to Risk Management</b>	
Food	1	
Neighbourhood Impact		
<b>With Parade/Traffic redirection (e.g. Walkathons)</b>	1	
Road closure (Crowds <b>under</b> 10,000 people)	2	
Major road closure (Crowds <b>over</b> 10,000 people)	3	
Rides (Includes amusement rides and bouncy castles)	2	
Stage (Any stage present at event)	1	
*Vehicle involvement (Vehicles used during event only, including golf carts)	1	
Sport activity <i>Non-contact (e.g. tennis)</i> <i>Minor contact (e.g. soccer)</i> <i>Contact (e.g. hockey, football)</i>	1 2 3	
<b>TOTAL</b>		_____

\*Vehicle liability insurance also required if the applicant's licensed vehicles will be used.

The above amounts represent minimum requirements. Any requirement by the Town as to the amount of insurance coverage does not constitute representation that the amount required is adequate. It is the responsibility of the applicant to obtain insurance in adequate forms and amounts.

Cont....page 18

All insurance policies will be endorsed to add the Town of Lakeshore as an Additional Insured, and to provide the Town with fifteen days advance written notice of cancellation. Evidence of required insurance shall be provided and received by the Town prior to the endorsement of this agreement.

## Chart 1

### Town of Lakeshore Available Parks and Fees for Community Festivals & Special Events

#### Local Not for Profit

Parks	Fee	# of Acres
Centennial Park	No Charge	9.08 Acres
Comber Fair Grounds	No Charge	15.5 Acres
Duck Creek Park	No Charge	20 Acres
Geralyn Tellier Perdue Park	No Charge	7.2 Acres
Ladouceur/Lions Park	No Charge	6.6 Acres
Lakeview Park	No Charge	5 Acres
Leffler Peace Park	No Charge	11.4 acres
Maidstone Park	No Charge	10.4 Acres
Millen Community Centre Park	No Charge	9.91 Acres
Pleasant Park	No Charge	5 Acres

## Chart 2

**Town of Lakeshore  
Available Parks and Fees for  
Community Festivals & Special Events  
All Other Non-Profit**

<b>Parks</b>	<b>Fee</b>	<b># of Acres</b>
Centennial Park	\$500.00 per day	9.08 Acres
Comber Fair Grounds	\$500.00 per day	15.5 Acres
Duck Creek Park	\$500.00 per day	20 Acres
Geralyn Tellier Perdue Park	\$500.00 per day	7.2 Acres
Ladouceur/Lions Park	\$500.00 per day	6.6 Acres
Lakeview Park	\$500.00 per day	5 Acres
Leffler Peace Park	\$500.00 per day	11.4 acres
Maidstone Park	\$500.00 per day	10.4 Acres
Millen Community Centre Park	\$500.00 per day	9.91 Acres
Pleasant Park	\$500.00 per day	5 Acres

### Chart 3

**Town of Lakeshore  
Available Parks and Fees for  
Community Festivals & Special Events  
For-Profit Organizations**

<b>Parks</b>	<b>Fee</b>	<b># of Acres</b>
Centennial Park	\$750.00 per day	9.08 Acres
Comber Fair Grounds	\$750.00 per day	15.5 Acres
Duck Creek Park	\$750.00 per day	20 Acres
Geralyn Tellier Perdue Park	\$750.00 per day	7.2 Acres
Ladouceur/Lions Park	\$750.00 per day	6.6 Acres
Lakeview Park	\$750.00 per day	5 Acres
Leffler Peace Park	\$750.00 per day	11.4 acres
Maidstone Park	\$750.00 per day	10.4 Acres
Millen Community Centre Park	\$750.00 per day	9.91 Acres
Pleasant Park	\$750.00 per day	5 Acres

**Chart 4**

**Available Facility/Pavilions and Fees  
For Alcohol Related Events**

<b>Pavilion/Facility</b>	<b>Fee</b>
Lakeview Park Pavilion	\$550.00 per day
Comber Community Hall	\$550.00 per day