



Toronto City Hall
100 Queen Street West
Toronto, ON M5H 2N2
Fax: (416) 392-1551

PERMIT is not Transferable To Any Other User, Park, Location Or Date

Date: Jul 13, 2020
Contract #: 3563483

User: nraja2
Status: Firm

CLIENT INFORMATION

Graham Welsh
Toronto Sport & Social Club - Adult
245 Eglinton Ave E # 420
Toronto ON M4P 3B7

Home #: (416) 781-4263
Business #: (416)
Fax #: (416) 781-4162

PERMIT FEE IS NON-REFUNDABLE.**HST #: 86740-2299-RT001**

i) Purpose of Use 2020 OSF TRAINING - TEY -NR Baseball

ii) Conditions of Use :

- 1.The Permit Holder must adhere to and agree by signature to Conditions & COVID19 Operational Declaration prior to use of space. Please review and sign.
- 2.Team sports must not be practiced or played within the facility , with the exception of training sessions for members of a sports team that do not include games or scrimmage games.
- 3.Rates identified on this permit are subject to change based on City Council direction.
- 4.Insurance must be attained through either the City of Toronto or privately in the amount of 2-5 million dollars naming The City of Toronto as additional insured. Proof of such insurance must be provided in advance of the permitted date(s).
- 5.This permit provides approval solely for the stated activity indicated on the permit.
- 6.Concerns or disputes relating to the permit activity should contact Client Services by email at PFRCustomerservice@toronto.ca
- 7.There is a higher risk for severe illness in people over the age of 60, and those with weakened immunity or underlying health conditions. An individual with a weak immune system, or an individual with a medical condition it is recommended that you not participate.
- 8.Locker rooms, change rooms, showers, concession stands, storage and clubhouses in the facility should remain closed, except to the extent they provide access to a washroom or a portion of the facility that is used to provide first aid.
- 9.Prepare accordingly.
- 10.Food and beverages should not be available at this time.
- 11.Special events and tournaments are not permitted activities at this time.
- 12.No spectators may be permitted at the facility, other than one accompanying parent, guardian or other adult for each participant under age of 18.
- 13.Practice physical distancing and maintain a 2 meter distance from others when at the sport facility.
- 14.The current gathering limits of up to 10 people includes the number, coaches, participants and accompanying parent or guardians.
- 15.Activities that are likely to result in individuals coming within two metres of each other must not be practiced or played within the facility.
- 16.Each permit holder must to the best of their ability maintain a record of participants that could support potential public health contact tracing as needed.
- 17.Participants are asked not to loiter around the Sports Fields and Multi Use Fields to assist in physical distancing and allow others the opportunity to utilize amenity.
- 18.The City of Toronto has a Zero Tolerance Alcohol Policy .

iii) Date and Times of Use # of Bookings: 119 Starting: Jul 14, 2020 Ending: Sep 27, 2020 Attendance: 10

Facility	Day	Start Date	Start Time	End Date	End Time	Mode	Weeks
Withrow Park - Diamond 1- SW (C)	Tue	Jul 14, 2020	07:00 PM	Aug 18, 2020	08:30 PM	Weekly	6
Fairbank Memorial Park - Diamond 1 (C) (Lit)	Wed	Jul 15, 2020	06:30 PM	Sep 23, 2020	11:00 PM	Weekly	11
McCleary Park - Softball Diamond 1 NE (A) (Lit)	Wed	Jul 15, 2020	08:30 PM	Sep 02, 2020	10:00 PM	Weekly	8
McCleary Park - Softball Diamond 2 SW (A) (Lit)	Wed	Jul 15, 2020	08:30 PM	Sep 02, 2020	10:00 PM	Weekly	8
Greenwood Park - Diamond 2 - N (C) (Lit)	Fri	Jul 17, 2020	06:00 PM	Aug 28, 2020	11:00 PM	Weekly	7
Fairbank Memorial Park - Diamond 1 (C) (Lit)	Fri	Jul 17, 2020	06:30 PM	Sep 25, 2020	11:00 PM	Weekly	11
Withrow Park - Diamond 1- SW (C)	Fri	Jul 17, 2020	07:00 PM	Aug 28, 2020	08:30 PM	Weekly	7
Riverdale Park East - Diamond 5 - N (B)	Fri	Jul 17, 2020	07:00 PM	Aug 28, 2020	08:30 PM	Weekly	7
Riverdale Park East - Diamond 6 - S (B)	Fri	Jul 17, 2020	07:00 PM	Aug 28, 2020	08:30 PM	Weekly	7
Jimmie Simpson Park - South/East Baseball Diamond (C)	Fri	Jul 17, 2020	07:00 PM	Aug 28, 2020	08:30 PM	Weekly	7
Withrow Park - Diamond 1- SW (C)	Sat	Jul 18, 2020	12:00 PM	Aug 29, 2020	08:00 PM	Weekly	7
Riverdale Park East - Diamond 5 - N (B)	Sat	Jul 18, 2020	12:00 PM	Aug 29, 2020	08:00 PM	Weekly	7
Fairbank Memorial Park - Diamond 1 (C) (Lit)	Sat	Jul 18, 2020	01:00 PM	Aug 29, 2020	07:00 PM	Weekly	7
Riverdale Park East - Diamond 5 - N (B)	Sun	Jul 19, 2020	05:00 PM	Aug 30, 2020	08:00 PM	Weekly	7

Fairbank Memorial Park - Diamond 1 (C) (Lit)	Sun	Jul 19, 2020	05:00 PM	Aug 30, 2020	11:00 PM	Weekly	7
Fairbank Memorial Park - Diamond 1 (C) (Lit)	Fri	Jul 31, 2020	06:30 PM	Jul 31, 2020	11:00 PM	Exclusion	1
Withrow Park - Diamond 1- SW (C)	Sat	Aug 01, 2020	12:00 PM	Aug 01, 2020	08:00 PM	Exclusion	1
Riverdale Park East - Diamond 5 - N (B)	Sat	Aug 01, 2020	12:00 PM	Aug 01, 2020	08:00 PM	Exclusion	1
Fairbank Memorial Park - Diamond 1 (C) (Lit)	Sat	Aug 01, 2020	01:00 PM	Aug 01, 2020	07:00 PM	Exclusion	1
Riverdale Park East - Diamond 5 - N (B)	Sun	Aug 02, 2020	05:00 PM	Aug 02, 2020	08:00 PM	Exclusion	1
Fairbank Memorial Park - Diamond 1 (C) (Lit)	Sun	Aug 02, 2020	05:00 PM	Aug 02, 2020	11:00 PM	Exclusion	1
Withrow Park - Diamond 1- SW (C)	Tue	Aug 04, 2020	07:00 PM	Aug 04, 2020	08:30 PM	Exclusion	1
MacGregor Playground - Softball Diamond (A) (Lit)	Tue	Sep 01, 2020	07:00 PM	Sep 22, 2020	10:00 PM	Weekly	4
Fairbank Memorial Park - Diamond 1 (C) (Lit)	Fri	Sep 04, 2020	06:30 PM	Sep 04, 2020	11:00 PM	Exclusion	1
Withrow Park - Diamond 1- SW (C)	Sun	Sep 06, 2020	12:30 PM	Sep 13, 2020	04:30 PM	Weekly	2
Fairbank Memorial Park - Diamond 1 (C) (Lit)	Sat	Sep 12, 2020	12:00 PM	Sep 26, 2020	04:30 PM	Weekly	3
Withrow Park - Diamond 1- SW (C)	Sat	Sep 19, 2020	12:00 PM	Sep 26, 2020	04:30 PM	Weekly	2
Withrow Park - Diamond 1- SW (C)	Sun	Sep 20, 2020	12:00 PM	Sep 27, 2020	04:30 PM	Weekly	2

iv) Additional Fees

Release, Waiver and Indemnity - The Permit Holder, for itself, its heirs, executors, administrators, successors and assigns hereby releases, waives and forever discharges the City of Toronto, its employees, agents, contractors, consultants, representatives, elected and appointed officials, successors and assigns (all of whom are called the "City Indemnities") of and from any and all claims, demands, losses, damages, costs, actions and other proceedings whatsoever, whether in law, statute or equity, in respect of death, injury, loss or damage to the Permit Holder or property, howsoever caused, except to the extent caused by or attributable to the negligent or intentional acts of the City of Toronto or those for whom the City is at law responsible. The Permit Holder further agrees to indemnify and save harmless the City Indemnities from and against any and all liability incurred by any or all of them arising as a result of, or in any way connected with the issuance of this Permit, except to the extent such liability arises from or is attributable to the negligent or intentional acts of the City Indemnities or those for whom the City is at law responsible. This Permit is made subject to the conditions on the reverse side which are subject to change, and the Permit Holder agrees to comply with those conditions and to ensure compliance by his or her members and participants.

By signing this form, I acknowledge that I have read and that I understand this form, and I agree to be bound by its contents.



Janie Romoff, General Manager



Sandra Cuff, Director, Management Services

Authorized Signature of Group/Organization

(If not a Legal Entity, Signature of Individual(s) Assuming Personal Responsibility)



PERMIT POLICIES

The Permit Holder agrees to use the Location only for the purposes stated on the Permit. The Permit Holder agrees to preserve order during the Permit event and to abide by all Federal, Provincial and Municipal laws, by-laws, policies and regulations, and any other conditions which may be imposed by the General Manager of Parks, Forestry and Recreation (the "General Manager"). The Permit Holder agrees to be responsible for the discipline of persons in attendance at the Permit event.

Zero Tolerance Alcohol Policy-Any unauthorized use of alcohol in city facilities can result in the immediate cancellation of the permit(s).

The sale or consumption of liquor requires the proper authorization from Parks, Forestry & Recreation, a Special Occasion Permit issued by the Liquor Control Board of Ontario and proof of insurance must be provided to the City of Toronto prior to issuance of a permit. Insurance must be in the amount of \$2-\$5 million per occurrence, depending on the event. Insurance must name the City of Toronto as additional insured. Permit Holders are required to follow all regulations as described in the Municipal Alcohol Gaming Policy.

Zero Tolerance Workplace Violence- violence will not be tolerated and will result in the immediate cancellation of the permit(s).

Declaration of Compliance with Anti-Harassment/Discrimination Legislation & City Policy- Organizations/Individuals in Ontario, including the City of Toronto, have obligations under the Ontario Human Rights Code, the Occupational Health and Safety Act, the Employment Standards Act, the Accessibility for Ontarians with Disabilities Act, the Criminal Code of Canada and the Charter of Rights and Freedoms. In addition, the City of Toronto also has policies that prohibit discrimination on the additional grounds of political affiliation or level of literacy, subject to the requirements of the Charter. Organizations are required to have and post policies, programs, information, instruction, plans and/or other supports, and appropriate internal process available to their employees and service recipients to prevent, address and remedy discrimination, racism, harassment, hate and inaccessibility complaints under the applicable legislation and including the additional grounds of discrimination prohibited under City policy. Individuals are obliged to refrain from harassment/hate activity.

The Permit Holder must notify the Parks, Forestry & Recreation Division if the media are invited to the event. The media must not interview, photograph or film Division staff or other facility users, without the prior written consent of the Department and groups involved.

Unless authorized by this permit, no person shall place, install or erect any temporary or permanent tent, building, fence or structure in any park. Please do not erect signs or affix them to any tree, fence pole, building or structure.

Keep our facilities clean and safe. The Permit Holder is responsible for the removal of all waste and recycling following a permitted event. The Permit Holder will be charged additional clean up fees following the event, if the facility is left unclean and or additional clean up is deemed required by City staff. The City of Toronto prohibits the sale and distribution of bottled water at City civic centres, facilities & park spaces.

http://www.toronto.ca/parks/permits/general-information/water_bottle_ban.html

There is absolutely no subletting of City Facilities. Permit Holders who sublet a City of Toronto facility risk their permit being cancelled immediately and will jeopardize all future permitted time with the City of Toronto.

The City of Toronto is not responsible for the loss or theft of any items.

The Smoke Free Ontario Act prohibits smoking within 20 metres of playgrounds, play areas, sporting areas, and spectator areas next to sporting areas. All City of Toronto indoor facilities and Community Centre grounds are smoke free environments. These restrictions apply to the smoking of tobacco, cannabis (medical and recreational) as well as vaping or electronic cigarettes.

Sale of Merchandise, Trade or Business- Unless authorized by permit, no person shall, while in any park or facility, sell or offer or display for sale:

- (a) Any food, drink or refreshment;
- (b) Any goods, wares, merchandise or articles including promotional material, souvenirs and novelties; and/or
- (c) Any art, skill, service or work.

Permits and Licenses-The issuance of this permit shall not relieve the Permit Holder from the necessity of acquiring any other licence or permit required for the permit activity from any governmental or public authority.

On the day of the event(s), the Permit Holder must have a copy of the permit for the allotted time, to provide to City staff when requested.

Payment

The Permit Holder agrees to pay all fees based on the payment method identified on the Permit.

A Permit will not be issued until all outstanding fees owing to The City of Toronto Parks Forestry & Recreation are paid in full.

Permit Cancellation

The Permit Holder understands and agrees that the General Manager, at his or her sole discretion, may cancel the Permit at any time and for any reason. In the event of such cancellation, the City shall not be responsible for any losses, damages or expenses whatsoever suffered by the Permit Holder.

The General Manager, at his or her sole discretion, may deny future permits for reasons including, but not limited to, the failure of the Permit Holder to comply with any Federal, Provincial or Municipal laws, by-laws, policies and regulations, and any other conditions that may be imposed by the General Manager.

All seasonal allocated indoor ice that is not required by the Permit Holder for the upcoming season, must be returned to the City before the pre-determined date in June.

There are no refunds or cancellation of spot or seasonal Permits, unless the City is able to re-sell the permitted time. If the City is able to re-sell the time the Permit Holder will be credited and an administrative cancellation fee will apply.

There are no refunds issued for any outdoor park Permits due to inclement weather.

All other cancellations by the Permit Holder must be received three weeks prior to the permit event date and are subject to administrative cancellation fees.

Weather Hazzards: <http://www.ec.gc.ca/meteo-weather/default.asp?lang=En&n=6C5D4990-1>

Rev. Jan-2015

Declaration of Compliance with Anti-Harassment/Discrimination Legislation & City Policy

Organizations/individuals in Ontario, including the City of Toronto, have obligations under the Ontario Human Rights Code, the Occupational Health and Safety Act, the Employment Standards Act, the Accessibility for Ontarians with Disabilities Act, the Criminal Code of Canada and the Charter of Rights and Freedoms. In addition, the City of Toronto also has policies that prohibit discrimination on the additional grounds of political affiliation or level of literacy, subject to the requirements of the Charter. Organizations are required to have and post policies, programs, information, instruction, plans and/or other supports, and an appropriate internal process available to their employees and service recipients to prevent, address and remedy discrimination, racism, harassment, hate and inaccessibility complaints under the applicable legislation and including the additional grounds of discrimination prohibited under City policy. Individuals are obliged to refrain from harassment/hate activity.

The City of Toronto requires all organizations and individuals that contract with the City to sign the following Declaration of Compliance with Anti-Harassment/Discrimination Legislation & City Policy. This Declaration must be signed by your organization and submitted with the contract or Letter of Understanding. The name of your organization and the fact that you have signed this declaration may be included in a public report to City Council.

Declaration:

I/we uphold our obligations under the above provincial and federal legislation. In addition, I/we uphold our obligations under City policies which prohibit harassment/discrimination on a number of grounds including political affiliation and level of literacy.

WHERE LEGALLY MANDATED I/we have in place the necessary policies, programs, information, instruction, plans and/or other supports that are consistent with our obligations, and I/we have an internal process available to my/our employees and service recipients to prevent, address and remedy discrimination, racism, harassment, hate and inaccessibility complaints. I/we agree that I/we shall, upon the request of the City, provide evidence of the policies, programs, information, instruction, plans and other supports and an appropriate internal complaint resolution process required under this Declaration which is sufficient to allow the City to determine compliance. I/we acknowledge that failure to demonstrate compliance with this declaration to the satisfaction of the operating Division, in consultation with the City Solicitor, may result in the termination of the contract.

Name of Vendor or Name of Grant Applicant (Organization or Individual):

Complete Address:

Email _____

Tel. No. _____

Postal Code:

Fax No. _____

Name of Signing Officer or Name of Applicant (Name – *please print*): Position

Signature: _____
Authorised Signing Officer or Individual

Date: _____

Multilingual Services: 311 and TTY 416-338-0889. Further information: www.toronto.ca/diversity.ca



Declaration for Permit Holders during COVID-19 – Permit holders will be responsible for ensuring infection control measures to help reduce the risk of COVID-19 are followed, including the following:

Permit is subject to modifications based on the provincial orders and guidelines and Toronto Public Health guidance

All activities must comply with the physical distancing measures and other direction issued by federal, provincial, and municipal government authorities, including Toronto Public Health.

Permit holder agrees to the maximum number of participants, as required by the Provincial Regulation and as set out in the permit.

Anyone who is exhibiting symptoms of COVID-19 or has had close contact with a confirmed case cannot participate in the permitting activity.

Prior to attending the activity, every participant must do the self-assessment for COVID-19 on the Ontario Ministry of Health [website](#) and if they do not pass the assessment they should not attend until they pass the assessment and do not have signs and symptoms of COVID-19. Participants can visit the City's [website](#) to determine if further care is required and learn about assessment centres.

Permit holders should be aware that the risk of severe illness may be higher if you have a weakened immune system. This may be the case for:

- People over the age of 60, and those with weakened immunity or underlying health conditions.
- People with chronic disease such as diabetes, cancer, heart, renal or chronic lung disease

People who become ill with COVID 19 symptoms while participating in the permitted activity must go home to self-isolate. If a participant tests positive for COVID-19, their local Public Health Unit (TPH for Toronto residents) will follow-up with close contacts who may include other participants. Other participants who came in close contact with the infected individual may be required to self-isolate.

Facilities may not have all amenities/services available (e.g. water fountains).

Permit holders must comply with limitations to access restricted areas such as change rooms and washrooms.

Participants should arrive for the starting time of the activity and not linger after the permit or activity is over.

Each permit holder must to the best of their ability maintain a record of participants that could support potential public health contact tracing as needed.

The Permit holder is responsible for ensuring any equipment being used is properly disinfected prior to use. Anything a permit holder brings in must also be disinfected.

Participants should not be sharing equipment, such as water bottles, towels or sports equipment, prior to or during the permitted activity.

Participants must exercise appropriate hygiene including hand washing, avoiding touching other players (e.g. shaking hands, high fives), and avoiding touching your face as much as possible.

Permit holders should look to sport/activity-specific guidelines developed by provincial and national organizations for guidance in ensuring safe participation in activities.

Declaration for permit groups using Parks, Forestry & Recreation Facilities

I _____ declare that I have read and understand the **Declaration for Permit Holders during COVID-19** that will be attached to my permit or lease for participating in any permit with in a Parks, Forestry & Recreation Facilities. I understand what my responsibilities are and I will adhere to the guidelines.

Printed Name:	Signature:	Date: