



TOWN HALL

6311 Old Church Road, Caledon, ON L7C 1J6

905.584.2272 | 1.888.CALEDON | FAX 905.584.4325 | www.caledon.ca

Showtrailer 2009

Dear Client,

Attached you will find the 2009 rental rate structure and permit request form for the Town of Caledon Showtrailer. Requirements for rentals are as follows:

- Full payment, with the \$500 deposit, must be made in advance. Checks must arrive a minimum of 6 weeks in advance, to have time to clear the bank. Preferred payment method is by credit card (VISA or Mastercard) or certified check.
- You must submit an insurance certificate, with the Town of Caledon named as an additional insured, prior to your event.
- If you do not wish to be charged the commercial rates, you may need to submit evidence of your event being not-for-profit.
- You must arrange for your own towing and make payment directly to the towing company. Any company used must be licensed to tow in Caledon – this will be verified by my office - and they must have a truck that can accommodate a Pintle hitch. It preferred that you use a company with experience pulling our trailer - we can provide contact information for these.
- You will be required to provide specific dates and times for delivery and removal of the trailer at your event site.
- Before the trailer may be moved to your event site, the rental must be confirmed (contract issued and payment made) and arrangements to pick up the trailer from our yard must be approved. Where event bookings are back-to-back, I will coordinate transportation between sites.
- **You are expected to leave the trailer clean and in good condition for the next rental,** or you will be charged for cleaning and repairs. Please report any problems with the trailer to me, so they can be fixed before the next event.

Detailed set-up instructions are inside the trailer and are sent to you in advance. These include information on electrical specifications for the trailer and generator. One tank of (regular) gas is provided in the generator, which will run for 4 – 5 hours on one filling.

Please contact me if you have any questions. Best of luck with your event plans!

Yours truly,

Jan Smith-Bull
Parks Service Facilitator, ext. 4248
jan.smith-bull@caledon.ca



TOWN OF CALEDON

Recreation & Property Services Dept.

6311 Old Church Road

Caledon, ON L7C 1J6

905-584-2272 (voice) 905-584-4325 (fax)

SHOWTRAILER PERMIT REQUEST - COMPLETE ALL SECTIONS

Please type or print

APPLICANT INFORMATION

Organization Name: _____

Contact Person: _____

Mailing Address: _____

City: _____ Postal Code: _____

Phone: (H) _____ (W) _____

(Fax) _____ E-Mail: _____

EVENT INFORMATION

Park name/event site): _____

Location (Town/Road/Area): _____

Event Name/Description: _____

Approximate Number of People Expected: _____

Dates for use of Showtrailer (month/day/year): _____

Preferred delivery date: _____ Preferred removal date: _____

FEE & CONTRACT INFORMATION

NON-PROFIT: \$200/DAY COMMERCIAL: \$360/ 1ST DAY, \$200/EACH ADDITIONAL
SECURITY DEPOSIT: \$500

ALL fees must be paid in advance. Preferred mode of payment is debit, certified cheque, Mastercard or VISA. Standard bank cheques must be received at least one month prior to the event.
Deposit is to cover possible damage and clean-up (cleaning charge - \$30/hour).
Refundable after event and inspection.
\$200 non-refundable if booking is cancelled less than 30 days prior to the event date.

User will receive a contract upon submission of this form. A signed contract with full payment and proof of insurance* **MUST** be returned to the Town office in order to confirm the rental.

**An insurance certificate with the Town of Caledon named as an additional insured.*

Town of Caledon Show Trailer—Rental Terms & Conditions

1. The **Term of this agreement** commences at the time the Showtrailer is removed from the Town's property by or on behalf of the Licensee and terminates at the time it is returned to the Town's property (or at the next rental site).
2. The **Rental Fee** is for the period of time the Showtrailer is actually used as a showtrailer by the Licensee.
3. The Licensee shall arrange for the **towing of the Showtrailer** and shall pay all applicable fees for the towing.
4. (1) **The Security Deposit** may be used by the Town as payment or partial payment for:
 - (a) any **damage** to the Showtrailer arising directly or indirectly out of the assembly, use, disassembly or towing of the Showtrailer by or on behalf of the Licensee;
 - (b) **Cleaning** of the Showtrailer (hourly rate) in the event that it is not returned to the Town in the same state of cleanliness that it was in at the commencement of the Term; or
 - (c) Any other reasonable reason.
- (2) The amount of the Security Deposit, if any, to be returned to the Licensee shall be determined by the Town.
- (3) Where the **Licensee cancels this Agreement** less than 30 days prior to the commencement of the Term, a minimum of \$200 of the Security Deposit may be retained by the Town. The Town reserves the right in such circumstances to treat the entire Security Deposit or any portion thereof as non-refundable.
5. **The Town reserves the right to cancel this Agreement** without notice and if necessary retrieve the Showtrailer at the expense of the Licensee in the event that the Licensee or any of its members, agents, employees, invitees or any other person associated with the assembly, use, disassembly or towing of the Showtrailer contravene any of the terms or conditions of this Agreement.
6. The Licensee shall provide to the Town within ten days of receiving confirmation of this booking a **certificate of insurance**, in a form satisfactory to the Town, confirming that the Licensee maintains in force and effect a comprehensive general liability insurance policy with a **minimum limit of \$2,000,000** (two million dollars) per occurrence and that such policy names the Town of Caledon as an additional insured.
7. **The Licensee shall be responsible for any additional charges** invoiced to the Town, or lost revenues to the Town, arising directly or indirectly from the actions or omissions of the Licensee, its members, agents, employees, invitees or any other person associated with the assembly, use or disassembly of the Showtrailer.
8. **The Licensee shall comply with all applicable laws** as well as with the directions provided by the Town to the Licensee for the assembly, use and disassembly of the Showtrailer.
9. **The Licensee shall not make, cause or permit to be made any changes or alterations** to the Showtrailer, unless specific permission is given by the Town's representative for such changes.
10. (1) **The Licensee at the termination of the Term of this agreement shall remove any and all of its property** from the Showtrailer, as well as property of its members, agents, employees, invitees or any other person associated with the assembly, use or disassembly of the Showtrailer.
- (2) **Any property referred to in (1) above that is not removed from the Showtrailer shall become the property of the Town** and the Town may dispose of it as the Town deems fit, 30 days after the termination of this Agreement.
11. **The Licensee agrees to assume full liability, financial and otherwise**, for any damage or loss to the Showtrailer, or personal injury or death arising as a result of the negligence or intentional mistreatment of the Showtrailer by its members, agents, employees, invitees or any other person associated with the assembly, use, disassembly or towing of the Showtrailer.
12. **The Licensee agrees to release, waive and forever discharge the Town**, its officers, employees, servants and agents from any and all fines, penalties, losses, damages, claims, demands, actions and causes of action, arising directly or indirectly in any matter whatsoever in connection with the assembly, use, disassembly or towing of the Showtrailer and shall pay all costs and expenses of such claim and litigation.
13. **The Licensee agrees to protect, hold harmless and indemnify the Town**, its officers, employees, servants and agents against all fines, penalties, losses, damages, claims, demands, actions and causes of action, arising directly or indirectly in any matter whatsoever in connection with the assembly, use, disassembly or towing of the Showtrailer and shall pay all costs and expenses of such claim and litigation.
14. **The Town reserves the right to refuse to further rent the Showtrailer** to the Licensee for any reason.
15. **The Licensee shall not assign or transfer this agreement.**
16. The obligations of the Licensee under this Agreement which accrue during the Term of the Agreement shall survive the termination of this Agreement.
17. **This Agreement constitutes the entire agreement between the parties** and the terms and conditions of this Agreement shall prevail and supersede all previous negotiations, communications and other agreements whether written or oral between the parties.