

SPECIAL EVENT AGREEMENT

This Agreement shall be effective as of [insert date, 20XX] (the "Effective Date").

B E T W E E N:

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO,
as represented by the Minister of Natural Resources and Forestry
("MNRF")

and

[INSERT LEGAL NAME OF ORGANIZER]
("Organizer")

BACKGROUND

- A. Provincial parks are established and regulated pursuant to the *Provincial Parks and Conservation Reserves Act, 2006* ("PPCRA") and are managed by the MNRF in accordance with that Act.
- B. The Organizer wishes to host a special event (the "Event"), as is more particularly described in Schedule "A", in whole or in part in the Park specified in Schedule "A" (the "Park").
- C. The activities comprising the Event that may be carried out in the Park (the "Authorized Activities") are more particularly described in Schedule "A".

CONSIDERATION

In consideration of the mutual promises and agreements set out below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MNRF and the Organizer (the "Parties") agree as follows:

1. TERM

- 1.1 This Agreement shall commence on the Effective Date and shall expire on the expiry date specified in Schedule "A", unless terminated earlier in accordance with this Agreement.

2. EVENT

- 2.1 Subject to the terms and conditions of this Agreement, the Organizer is hereby authorized to carry out the Authorized Activities in the area of the Park specified in Schedule "B" (the "Authorized Area"). The Organizer shall ensure that all Authorized Activities are carried out only within the Authorized Area.
- 2.2 The Organizer is hereby authorized to use, for the purpose of the Event, any MNRF facilities and structures in the Park specified in Schedule "A".
- 2.3 The Organizer acknowledges and agrees that the MNRF makes no representations or warranties and gives no guarantee that the Authorized Area or any MNRF facilities or structures are suitable or safe for the purposes of the Event.
- 2.4 The Organizer shall be responsible, at its own expense, for providing all equipment and supplies in respect of the Event.

- 2.5 The Organizer shall comply with:
- (a) Any additional conditions listed in Schedule "A";
 - (b) Any direction that may be provided by MNRF from time to time in respect of the use of the Park, including the Authorized Area, for the Event; and
 - (c) All applicable federal, provincial and municipal laws in respect of the Event, including without limitation laws in respect of fire, safety, occupational hazards, environmental protection and provincial parks.
- 2.6 Despite anything to the contrary herein, MNRF may restrict the number of persons entering the Park for the Event due to any concerns, in the opinion of MNRF, about health, safety, environmental matters or damage to MNRF property.
- 2.7 The Organizer shall ensure that any marketing for the Event positively promotes the corporate image of Ontario Parks. The Organizer:
- (a) Shall obtain the MNRF's approval for any proposed marketing products for the Event prior to distribution, display or publication; and
 - (b) Shall not use any official mark or insignia of the MNRF, including the Ontario Parks logo, except with the MNRF's prior written consent and in accordance with any conditions imposed by the MNRF.

3. SALES AND VENDORS

- 3.1 Unless otherwise specified in Schedule "A", the Organizer shall not at any time sell or offer for sale, or permit the sale or offering for sale, of any article, thing or service, including food or drink, in the Park. If Schedule "A" specifies that sales are permitted in respect of the Event, the Organizer shall comply with any conditions respecting sales specified in Schedule "A" and shall:
- (a) At least one (1) day prior to the Event, provide the Park Superintendent with a complete list of any vendors that intend to sell any article thing or service at the Event;
 - (b) Ensure that the only vendors in the Authorized Area during the Event are the Organizer and vendors included in the list specified in clause (a);
 - (c) Ensure that any and all vendors comply with any conditions specified in Schedule "A" in respect of the sale of any article, thing or service at the Event, failing which the MNRF may, in addition to any other remedies available to it in this Agreement or otherwise at law, require any non-compliant vendor to vacate the Park immediately.

4. SAFETY, SECURITY AND EMERGENCIES

- 4.1 The Organizer shall be responsible, at its own expense, for arranging and implementing appropriate health, safety and security measures in respect of the Event, including the provision of on-site medical attention during the Event and safeguarding any equipment and property related to the Event.
- 4.2 The Organizer shall immediately contact emergency services (911) for serious medical injuries and notify the MNRF representative specified in Schedule "A" in case of any emergency that may arise.

5. DISRUPTIVE BEHAVIOUR

- 5.1 MNRF reserves the right to remove or cause to be removed from the Authorized Area any person(s) who engages in activity that is discriminatory, harassing, abusive or insulting, causes excessive noise or disturbs other users of the Park, causes damage to MNRF property or otherwise contravenes applicable laws.

6. ACCESS, CLEAN UP AND RESTORATION

- 6.1 The Organizer may access the Authorized Area to set up for the Event starting at the time and date specified in Schedule "A". The Organizer shall arrange for such access with MNRF prior to entry of the Park.
- 6.2 The Organizer shall, by the time and date specified in Schedule "A" or upon termination of the Agreement in accordance with section 10.1, ensure that the Authorized Area is vacated and that the following activities are carried out at the Organizer's own expense:
- (a) Removal of all signage, barrier tape, directional arrows, litter and any other items in respect of the Event; and
 - (b) Repair and restoration, to the satisfaction of the MNRF, of the Park, including the Authorized Area and MNRF facilities and structures, to the same state as it existed immediately prior to the Organizer's first use thereof pursuant to this Agreement, including repair and restoration of any detrimental impacts to the Park that are caused by or result from the Event.

If, in the opinion of MNRF, the Organizer defaults on the requirements of this section, MNRF may carry out any activities it considers appropriate to correct the default and the Organizer shall be liable for any costs incurred by or on behalf of MNRF in respect thereof as a debt owing to MNRF. This section shall survive the expiry or termination of this Agreement.

7. PAYMENT OF FEES

- 7.1 The Organizer shall, by the applicable date specified in Schedule "A", provide the MNRF with a damage and clean-up deposit ("Damage Deposit") and/or any other applicable fees ("Fees") in the amount specified in Schedule "A" by such method of payment as may be specified by the MNRF.
- 7.2 Where the Organizer complies with section 6.2, MNRF will return the Damage Deposit without interest. Where the Organizer defaults on the requirements of section 6.2, MNRF may apply all or part of the Damage Deposit towards any costs incurred by MNRF to correct the default. Where all or part of the Damage Deposit is so applied, any costs incurred by MNRF pursuant to section 6.2 in excess of the applied Damage Deposit amount shall remain a debt owing to MNRF. This section shall survive the expiry or termination of this Agreement.
- 7.3 The Organizer acknowledges that all persons taking a vehicle into the Park for the Event require a valid vehicle permit issued by the MNRF. Such permits may be acquired on the day of the Event from the MNRF at regular rates established by the MNRF.

8. INDEPENDENT PARTIES

- 8.1 The Organizer acknowledges and agrees that the MNRF is not the host, organizer or promoter of the Event, and as such the Organizer is acting as an independent party and

shall have no power or authority to bind the MNRF or to assume or create any obligation or responsibility, express or implied, on behalf of the MNRF.

- 8.2 In hosting, organizing and promoting the Event, the Organizer is not, and shall not hold itself out as, or permit itself to be held out as, an agent, servant, partner, joint venture or employee of the MNRF.
- 8.3 Nothing in this Agreement shall have the effect of creating an employment, partnership or agency relationship between MNRF and the Organizer, including anyone associated with the Event as a director, officer, employee, agent, partner, affiliate, volunteer or subcontractor.

9. LIABILITY, RELEASE, INDEMNITY AND INSURANCE

- 9.1 The Organizer shall be liable for the acts and omissions of its directors, officers, employees, agents, partners, affiliates, agents, subcontractors and volunteers and any vendor, patron, guest, invitee or other person who has entered the Authorized Area in connection with the Event with the express or implied permission or consent of the Organizer.
- 9.2 The Organizer acknowledges that the MNRF assumes no responsibilities for any damage to property or personal injury, including death, however caused, as a consequence of the use of the Park, including the Authorized Area, in respect of the Event.
- 9.3 The Organizer releases, remises and forever discharges Her Majesty the Queen in right of Ontario, her Ministers, directors, officers, agents, appointees, and employees from all manner of actions, causes of action, suits, proceedings, claims, demands, costs and expenses whatsoever, which the Organizer or any of its successors or assigns have or hereafter can, shall or may have against any of them, for or by reason of any loss, damage or injury, including death, of any nature or kind whatsoever and howsoever caused, which may arise directly or indirectly by reason of or in respect of the Event. This section shall survive the expiry or termination of this Agreement.
- 9.4 The Organizer agrees to indemnify and hold harmless Her Majesty the Queen in right of Ontario, her Ministers, directors, officers, agents, appointees, and employees from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consulting fees), causes of action, actions, claims, demands, lawsuits and other proceedings (collectively "Claims"), by whomever made, sustained, incurred, brought or prosecuted, including for third party bodily injury (including death), personal injury and property damage, arising out of or in connection with anything done or omitted to be done by the Organizer, its subcontractors or their respective directors, officers, employees, agents, partners, affiliates or volunteers in the course of performance of the Organizer's obligations under or otherwise in connection with this Agreement or by any vendor, patron, guest, invitee or other person who has entered the Authorized Area in connection with the Event with the express or implied permission or consent of the Organizer. This section shall survive the expiry or termination of this Agreement.
- 9.5 The Organizer agrees to put in effect and maintain insurance for the activities that are subject to this Agreement, at its own cost and expense, with insurers having a secure A.M. Best rating of B + or greater, or the equivalent, all the necessary and appropriate insurance that a prudent person in the business of holding, organizing and promoting an event of the sort described herein would maintain including, but not limited to, Commercial General Liability (CGL) insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than the applicable amount specified in Schedule "A" hereto per occurrence, the policy to include the following:

- (a) Her Majesty The Queen in right of Ontario, Her Ministers, directors, officers, appointees, employees and agents as additional insureds with respect to liability arising in the course of performance of your obligations under or otherwise in connection with this Agreement;
 - (b) contractual liability coverage;
 - (c) cross-liability clause;
 - (d) employers' liability coverage or *Workplace Safety and Insurance Act, 1997* coverage, if applicable; and
 - (e) 30 day written notice of cancellation, termination or material change.
- 9.6 By the applicable date specified in Schedule "A", the Organizer shall provide MNRF with proof of the insurance required by this Agreement in the form of valid certificates of insurance that confirms the required coverage.

10. TERMINATION

- 10.1 The MNRF may terminate this Agreement immediately without liability upon giving written notice to the Organizer, if:
- (a) The Organizer breaches any term, condition or obligation of this Agreement; or
 - (b) The MNRF is of the opinion that proceeding with the Event in the Park is likely to pose an unacceptable risk: (i) to public health or safety; (ii) of harm to the environment; or (iii) of damage to natural features, structures or facilities (including trails) in the Park.

If the Organizer is using the Authorized Area at the time of receipt of the notice of termination, it shall, in addition to the requirements of section 6.2, immediately cease its use of the Authorized Area for the Event and ensure that any Event participants vacate the Authorized Area immediately.

11. GENERAL

- 11.1 The Parties' respective representatives for the purpose of this Agreement, including all notices, shall be the individuals specified in Schedule "A".
- 11.2 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Any dispute arising out of or relating to this Agreement shall be determined in Ontario.
- 11.3 Any failure by the MNRF to insist in one or more instances upon strict performance by the Organizer of any of the terms or conditions of this Agreement shall not be construed as a waiver by the MNRF of its right to require strict performance of any such terms or conditions and the obligations of the Organizer with respect to such performance shall continue in full force and effect.
- 11.4 The Organizer shall not subcontract or assign any part of this Agreement without the prior written consent of the MNRF, which consent shall be in the Ministry's sole discretion and subject to any terms and conditions that may be imposed by the MNRF. The Organizer shall ensure each of its subcontractors complies with the terms and conditions of this Agreement as applicable to the services to be provided by the subcontractor.

- 11.5 Neither party shall be liable for damages caused by delay or failure to perform its obligations under this Agreement where such delay or failure is caused by an event beyond its reasonable control. The Parties agree that force majeure events shall include, without limitation, natural disasters and acts of war, insurrection and terrorism but shall not include shortages or delays relating to supplies or services. If a party seeks to excuse itself from its obligations under the Agreement due to a force majeure event, that party shall immediately notify the other party in writing of the delay or non-performance, the reason for such delay or non-performance and the anticipated period of delay or non-performance and the other party may immediately terminate the Agreement by giving written notice of termination. Such termination shall be in addition to the other rights and remedies of the terminating party under this Agreement, at law or in equity.
- 11.6 In case of a conflict between the terms and conditions of the main body of the Agreement and of Schedule "A", the terms and conditions of the main body of the Agreement shall prevail.
- 11.7 This Agreement consists of the terms and conditions in the main body of this Agreement and the following Schedules attached hereto:
- Schedule "A" – Event Specific Information and Additional Conditions
Schedule "B" – Authorized Area
- 11.8 The Organizer:
- (a) Acknowledges that it has read and understands the provisions contained in the entire Agreement; and
 - (b) Agrees to be bound by the terms and conditions contained in the entire Agreement.
- 11.9 Any changes to this Agreement shall be by written amendment signed by the Parties.
- 11.10 This Agreement represents the entire agreement between the Parties in respect of the Event and supersedes any prior understanding or agreement, collateral, oral or otherwise, with respect to such subject matter existing between the Parties at the Effective Date.

IN WITNESS WHEREOF the Parties have executed this Agreement as of the Effective Date.

HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO,
as represented by the Minister of Natural Resources and
Forestry

per: _____
Name: **[insert name]**
Title:

[INSERT LEGAL NAME OF ORGANIZER]

per: _____

Name: [insert name of person authorized to sign]

I have the authority to bind the Organizer

SCHEDULE "A"

EVENT SPECIFIC INFORMATION AND ADDITIONAL CONDITIONS

1. Provincial Park	[insert name of provincial park]
2. Event Description ("Event")	[insert a general description of the Event, including title, date, type of event and expected number of participants.]
3. Authorized Activities	<p>[insert a list or description of Event activities that are permitted in the Park, only if a portion of the Event is located within the provincial park boundary]</p> <p>Blanket statement if all activities are within provincial park boundary: [All Event activities described in section 2 (Event Description) of this Schedule "A".]</p>
4. Event Date(s) and Hours	<p>The Event shall be limited to the following date(s) and hours:</p> <p>Date(s): [insert]</p> <p>Hours: [insert start and end time]</p>
5. Agreement Expiry Date	[insert date and time]
6. MNRF Facilities and Structures Available for Use	[List facilities available for use by Organizer; e.g., parking lots, buildings, meeting rooms, etc.]
7. Additional Conditions	<p>[insert]</p> <p>Sample Additional Conditions:</p> <p>(a) The Organizer may erect and place the following temporary structure(s) in the Authorized Area as designated by the Park Superintendent:</p> <ul style="list-style-type: none"> • [insert # of structures and size] <p>(b) The Organizer shall provide an emergency plan to the MNRF by no later than [insert date]. The emergency plan must identify emergency check points and provide the name and phone number of an on-site contact person for the Organizer.</p> <p>(c) Should a public address system be used during the Event, the Organizer shall ensure that:</p> <ul style="list-style-type: none"> • The volume level must be reasonable at all times; • The system is not used prior to 8:30 a.m. or after 10:00 p.m.; and • Profane, abusive, discriminatory or otherwise offensive language is not used. <p>(d) The Organizer shall not place or display, or permit the placement or display, of any advertisement in the Park during the Event, except where permitted by MNRF in its sole discretion.</p>

	<p>(e) The Organizer shall ensure that the Event activities comply with the standards of [insert appropriate body or regulating authority].</p> <p>(f) The Organizer shall not place any temporary or portable washroom facilities in the Park for the purpose of the Event, except with the consent of and in a location specified by MNRF.</p> <p>(g) The Organizer shall ensure that a parking attendant(s) is present at the parking lot to assist with directing traffic and vehicles.</p> <p>(h) The Organizer may affix temporary signage, barrier tape and directional arrows in the Authorized Area and such other areas of the Park as may be authorized by MNRF, provided the signage, barrier tape and directional arrows are not affixed with nails or screws to any type of vegetation or tree.</p>
8. Sale of Articles, Things or Services	[insert either: "Not permitted"; or "Only the following articles, things or services may be sold during the Event: [list categories of things – i.e., food, drinks, art, crafts, etc.]"]
9. Access for Set Up	[insert date and hours]
10. Vacate and Restore	By no later than [insert time and date].
11. Fee	<p>[\$specify applicable fee]</p> <p>The Organizer shall remit this fee in full by no later than [specify date].</p>
12. Damage Deposit	[specify amount or insert N/A]
13. Insurance	<p>[\$[insert amount based on advice received]]</p> <p>A copy of the certificate of insurance shall be provided to MNRF by [insert date].</p>
14. MNRF Representative	[insert name, title and contact info]
15. Organizer Representative	[insert name, title and contact info]

SCHEDULE "B"

AUTHORIZED AREA

[insert map identifying Authorized Area]

[NTD: Please be sure to identify the area as "Authorized Area" on the map itself]