


Procedure Title: Community Festivals and Events Policy		Policy Number CUL 070	
Reference Access to Recreation Policy CUL120 Resolution #387/18 Resolution #199/23 Resolution #588/24	Date Originated (m/d/y) December 6, 2017	Date Revised (m/d/y) January 30, 2018 May 1, 2023 October 28, 2024	Pages 10
Approval: Chief Administrative Officer 		Point of Contact Supervisor, Cultural Services	

Policy Objective

The purpose of this Policy is to outline the criteria and process by which permit requests for private and/or public events in the City of Pickering (City) parks and facilities are considered and approved. Community Events are key in developing community identity and pride and enhancing cultural experiences within a community.

The objectives of this policy are to:

- establish clear and consistent methods for individuals/organizations to request space in City parks for private and/or public events
- ensure that individuals/organizations interested in hosting an event in City parks are aware of process requirements and available resources
- define the City's role in the support of community events
- identify event categories and the allocation of resources
- outline the financial implications so that events and fees can be planned/considered accordingly
- enhance communication between applicants and the City
- ensure Festival and Event Permit Conditions and Regulations are followed during events in City parks and facilities including applicable City policies, by-laws, health and safety requirements, rental contract agreements and provincial regulations

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01 Purpose

The City recognizes that community led public events significantly contribute to the community's sense of place and are an important form of public celebration. Community events are an integral part of creating a vibrant and diverse City. This Policy provides a framework to support community led public events in parks and public open spaces, and establishes objectives to ensure that events are compatible with the City's vision for a vibrant and sustainable community.

02 Scope

The Community Festivals and Events Policy is designed to:

- establish the process for supporting, and/or administering events held within City parks, utilizing Municipal facilities
- provide guidelines for fair, equitable, transparent and consistent decision making and access
- establish uniform criteria and procedures for the use of parks for special events
- promote a diverse range of organized activities
- ensure that the City's parks and facilities are used for the benefit of the entire community

To ensure that events are compatible with the City's vision for a vibrant, sustainable community, the City supports and manages events in order to meet the following objectives:

- balance the needs of event participants, parks users and neighbours
- ensure that events are compatible with event venues
- ensure the protection of the natural environment
- promote a diverse range of activities and opportunities
- encourage participation and inclusion of all members of the community

03 Application

This Policy applies to the operation of Community Festivals and Events in Pickering.

04 Definitions

- 04.01 **City-led Events** are facilitated by City staff and can take place on municipally owned property (facility, park, or permitted space), or road within Pickering. The Director, Community Services will approve City-led events.
- 04.02 **Community Events** occur on City property, are open to the public, have an estimated attendance of 20 - 999 guests per day and include one or more of the following criteria: alcohol sales, staking, generators, industrial cooking, raffles, amplified sound, carnival or fair, food vendors and may include use of a Signature Park. Community Event organizers are required to submit a Community Festivals & Events Application to the City. Event operation is subject to approval of the Community Events Committee. Community Event requests for Esplanade Park must be approved by Council.
- 04.03 **Community Events Committee** is responsible for the approval of Community Festivals & Events and the development of Community Event guidelines. The Committee is comprised of City staff representatives from Traffic, By-law, Finance, Community Services, Planning, and Fire Services. The team meets monthly to consider event requests and upcoming events.
- 04.04 **Community Festivals** occur on City property, are open to the public, have an estimated attendance of 1,000 to 4,999 attendees per day, and include one or more of the following criteria: alcohol sales, staking, generators, electrical hook ups, industrial cooking, road closures, raffles, amplified sound, carnival or fair, food vendors and may include use of a Signature Park. Community Festival organizers are required to submit a Community Festivals & Events Application to the City. Event operation is subject to approval of the Community Events Committee, and the Director, Community Services. Community Festival requests for Esplanade Park must be approved by Council.
- 04.05 **Filming Event** is filming, videotaping, photography, or any other form of visual recording, except in a film studio or film laboratory, for a feature film; television film, program or series; documentary; paid advertisement, including a commercial, music video, educational film, be it pre-production and post-production activities associated therewith, but does not include; news media activities in the dissemination of information; press conferences; location scouting; or recording personal movies or photographs or visual recordings for personal purposes only.
- 04.06 **Independent Events** occur entirely on private property within Pickering. Organizers of Independent Events are required to follow all applicable City by-laws and gather applicable licenses, permits and insurances. Independent events are not required to submit a Community Festivals & Events Application to the City.
- 04.07 **Licence Agreement** grants the event organizer the right to use the City's property under specific conditions approved and signed by the event organizer,

Mayor and City Clerk. Licence Agreements are issued for events that are categorized as Partner Events. At the City's discretion, a Licence Agreement may be issued for events that have alcohol sales.

- 04.08 **Non-commercial Photography** is the professional or amateur collection of images through photography for personal use, where the images will not be distributed or made available for sale/profit. Non-commercial photography can be booked directly with the Assistant Coordinator, Parks & Facility Bookings.
- 04.09 **Partner Events** occur on City property, are open to the public with estimated attendance of 5,000 guests or more per day. A Partner Event has one or more of the following criteria: attendance up to or exceeds 5,000 guests per day, includes fireworks, is a parade. Partner Event organizers are required to submit a Community Festivals & Events Application to the City. Event operation is subject to approval of the Community Events Committee, the Director of Community Services and CAO. A Licence Agreement will be issued for Partner Events. Partner Event requests for Esplanade Park must be approved by Council.
- 04.10 **Private Events** occur on public property in the City, and have a private guest list of under 1,000 guests. Organizers of Private Events are required to follow all City By-laws and gather applicable licenses, permits and insurances. A Community Festivals & Events Application is not required to be submitted to the City for Private Events.
- 04.11 **Road Races/Bike Rides** event categories encompass runs, walks or biking races on trails or roads that may include road closures and traffic disruptions. Event attendance and permit requirements will determine the event scale and application timelines.
- 04.12 **Signature Parks** are parks located within the City that have a special set of approval and booking criteria set out in Procedure CUL 070-001, due to their profile and location. Signature Parks are Esplanade Park, Millennium Square, Alex Robertson Park and Bruce Hanscombe Park. Event requests for Esplanade Park must be approved by Council.
- Requests for use of a Signature Park for commercial film, television, or still photography uses are subject to the City's policies and procedures for rental of municipal land to the film/photography industry, and do not require Council approval.
- 04.13 **Street Events** are organized activity or gathering that takes place on a City roadway, street, or alley, which may involve the temporary closure or restriction of vehicular or pedestrian access. Event operation is subject to approval of the Community Events Committee.

05 Delegation of Authority

05.01 Chief Administrative Officer to:

- a) support the allocation of staff resources to coordinate the Community Festivals and Events Policy; and,
- b) consider and approve, as appropriate, City staff recommendations to permit Partner Event applications.

05.02 The Mayor and Members of Council to:

- a) direct inquiries related to Community Festivals and Events to the appropriate City staff; and,
- b) consider and approve, as appropriate, City staff reports to Council recommending a permit be issued for Partner Events at Esplanade Park.

05.03 Directors & Division Heads to:

- a) support the allocation of staff resources to participate in the Community Events Committee;
- b) to ensure their Department meets the Corporation's obligations related to a City issued park permit and/or event agreement; and,
- c) Director, Community Services to consider and approve, as appropriate, City staff recommendations to permit Community Festival applications.

05.04 Managers & Supervisors to:

- a) assign staff resources to coordinate Community Festivals & Events; and,
- b) oversee revenue accounts and conditions of the agreement/permit to ensure that the obligations of all parties are being met.

05.05 The Community Events Committee to:

- a) attend monthly meetings to consider event applications for City parks;
- b) screen applications and provide timely responses;
- c) recommend the approval or denial of an application, considering the guidelines of this procedure, to the applicant, Director, CAO and/or Council, as is applicable;
- d) keep an up-to-date listing of all current and available permits and existing agreements;

- e) track and report on annual community use of City parks for public special events;
- f) ensure that all agreements safeguard the Corporation;
- g) act as a liaison between department staff;
- h) assist department staff in the tracking of program participants in support of the program;
- i) promote the park permitting programs;
- j) serve as a centralized resource for any park permitting activities throughout the City; and,
- k) collect feedback from the community, partners, and City staff on initiatives to maintain a positive program reputation and enhance revenue outcomes.

05.06 Employees to:

- a) adhere to the guidelines as set out in Section 05; and,
- b) failure to comply with the guidelines of this Policy may result in disciplinary action.

05.07 Please refer to all associated Procedures and Standard Operating Procedures, if applicable, for detailed processes regarding this Policy.

06 Community Festivals and Event Approvals & Restrictions

06.01 A Community Festival and Event Application submitted to the City for approval must meet certain criteria to be eligible for a permit, including compatibility with the provisions of municipal, provincial and federal laws as well as in accordance with rules and regulations administered by the City's by-laws, Durham Regional Police and Durham Region Public Health.

06.02 Applications will be evaluated by the Community Events Committee to ensure a varied mix and range of activities and interests which reflect the community and to ensure the request does not duplicate existing events.

06.03 To be considered for a permit, Community Festivals/events must provide a meaningful benefit to the community and must have a direct impact on one or more of the following areas:

- Arts and Culture
- Environment
- Culture

- Diversity
- Heritage Promotion
- Environmental Benefit
- Education
- Health and Wellness
- Physical Fitness
- enrich the character and identity of the City
- create unique or innovative experiences
- contribute to programming in slow seasons
- extend the overall range and mix of programming in the City
- be openly accepting, inclusive and accessible of all community members

06.04 Event approvals will be granted in a fair and equitable manner. When requests are submitted, the criteria used will be based on a number of different considerations:

- nature and type of activity
- nature and type of the user requesting the event
- space/staff/equipment availability the date requested
- benefit and/or enhancement of the community

06.05 The City will consider applications to host Community Festivals/events based on the following criteria:

- There is a need within the community to host the event. Need is assessed by the following factors: it supports the initiatives of an official plan, the City does not offer similar programs/events and, the event model has a proven track record for success and/or degree of community interest/engagement.
- That City resources are being allocated to a variety of event types, representative of all cultural aspects.
- That the City has the resources to reasonably assign to the event without impacting City operations.
- That organizers have the capacity and resources to execute the proposed festival or event including human resources, financial stability, and a solid plan for marketing, public safety, accessibility, traffic, and parking control.

06.06 The City will decline Community Festival & Event requests if (but not limited to):

- The proposed event will create a hardship for the City or the surrounding community.
- Any event component is contrary to City Policies.
- The organizing group cannot provide surety of their ability to be responsible for event operations, associated event costs and damages.

06.07 The City will not accept event applications from any individual/organization that endorses views or ideas that promote discrimination, contempt or hatred. The

purposes, practices and event proposals of applicant groups must be consistent with the Human Rights Code.

The following events or activities are not permitted in City parks or public open spaces:

- Events that conflict with the City's values or that are deemed to impact negatively on the City's identity as being family friendly.
- Events that contribute to the sale of tobacco, marijuana, pornography or support the production, distribution, and sale of weapons and other life-threatening products.
- Events that endorse views and ideas that are likely to promote discrimination, contempt or hatred for any person on the basis of race, national or ethnic origin, citizenship, religion, age, gender, marital status, family status, sexual orientation, disability, political affiliation, economic status or level of literacy.
- Activities that exclude persons from participation in or enjoyment of the event on the basis of race, national or ethnic origin, citizenship, religion, gender, marital status, family status, sexual orientation, or disability.

06.08 The City will not permit events provided by organizations whose reputation could prove detrimental to the City's public image and/or whose main business is derived from:

- the sale of tobacco or other addictive substances
- pornography
- the support of, or involvement in the production, distribution, and sale of weapons and other life-threatening products

06.09 The City will not permit events which, either directly or through third party arrangements (i.e. vendors, sponsors), that:

- violate any City Policy;
- convey a negative religious message that might be deemed prejudicial to religious groups;
- promote alcohol and other addictive substances, at venues geared primarily to children;
- present demeaning or derogatory portrayals of individuals or groups or contain anything, which in light of generally prevailing community standards, is likely to cause deep or widespread offence; and,
- is in direct competition with City of Pickering services, programs or initiatives.

06.10 The City reserves the right to reject or revoke permits for public events and to refuse to enter into agreements for partnership event or public event that originally may have been openly solicited by the City.

- 06.11 Due to the risk of severe injury to patrons, the use of inflatable amusement devices at events or activities held on City property are prohibited if any of the following apply:
- the device has an inflated floor or surface which patrons interact with, play on, or jump on (e.g., bouncy castles);
 - the device utilizes bungee cords as a means to assist or inhibit the movement of a patron; or,
 - the device includes an inflated slide or roof.
- 06.12 The City may, at its discretion, bring any proposals to Council for their approval even if they do not meet the guidelines of this Policy.

07 Event Applications and Permitting

- 07.01 When applying to conduct an event, a Community Festivals and Events Application must be completed in accordance with the guidelines set out in the Community Festivals & Events Manual and submitted for consideration to the Corporate Events Committee. To ensure availability of resources, the application is to be completed in order to be considered.
- Approvals will take into consideration the size of event and what is being requested; the availability of equipment and space; other event currently scheduled for the day requested.
 - The organizers will be held responsible to pay for all direct fees related to the event including licenses, permits, and City staff during event operations, rentals and any damage or replacement of equipment.
 - The organizers will be responsible for picking up and returning equipment borrowed (except for large items such as picnic tables and garbage containers, barricades for road closures).
- 07.02 Resources and In-Kind Services may be provided to support events upon request. These services include:
- Event area inspection, grass cutting and prep, parking and traffic plans and set-up, City promotions, or electrical access.
 - In some cases for partner events, City staff will be present during event operations to clean facility washrooms adjacent to Park, remove garbage, assist with set-ups and respond to unanticipated requests from the event promoters.
 - Limited printing assistance.
 - Staff assistance in an advisory capacity during the planning.
 - For Community Festivals and Partner Events, a staff liaison may be arranged:
 - to assist with arrangements for City resources, e.g. equipment, deliveries, etc.

- to confirm availability and assist with the booking of City facilities, equipment and services.
- to obtain site maps for road or park locations.

07.03 If approved, application will form the basis of a permit, referred to as a Parks or Facility Permit. The permit provides permission for event organizers to conduct their event. The applicant will be responsible for all costs associated with the event.

07.04 The permit includes the specific conditions for the use of the site, and the required fees (refer to current City User Fees and Charges By-law, and Conditions of Community Events Permit).

Appendices

Appendix 1: Licence Agreement

Event Name and Year - Licence Agreement

This Licence Agreement is made this Choose an item. day Month of, Choose an item..

Between:

Name of Organization
hereafter known as (the "Festival/Event Partner")

- and –

The Corporation of the City of Pickering
(the "City")

Whereas the City owns the lands (the "Lands") shown outlined in red on Schedule "A" which includes <<**List the locations/parks**>>;

Whereas the Festival/Event Partner wishes to use the Lands for the purpose of running a community festival called <<**Event Name**>> hereafter known as (the "Event");

Whereas the Event consists of <<insert event details>>; and

Whereas the City is prepared to permit such use on the terms and subject to the conditions set out in this Licence.

Now Therefore the City and Festival/Event Partner agree as follows:

Licence

1. The City grants to the Festival/Event Partner a licence to occupy and use the Lands for the purpose of running the event on the terms and subject to the conditions set out in this licence.
2. No agreements will be approved until previous outstanding balances to the City have been paid.

Term

3. The term of this Licence shall be Choose an item. days commencing Choose an item., Choose an item. Choose an item., Choose an item. at 00:00 AM and ending Choose an item. Choose an item. Choose an item., Choose an item. at 00:00 PM, unless terminated earlier in accordance with Section 3.

Event Name and Year - Licence Agreement

4. If at any time the Festival/Event Partner is in default in the performance of any of the obligations under this Licence, the City shall have the right to terminate this Licence forthwith and thereupon all the rights of Festival/Event Partner shall immediately cease and the City shall not be liable for payment to Festival/Event Partner of any moneys whatsoever by reason of such termination.

Fees

5. The Festival/Event Partner shall not be required to pay to the City any fee for this Licence, but shall be responsible for payment of all applicable park permit, non-City permit, licence, staffing charges, and approval fees.

Applicable Laws

6. Festival/Event Partner shall comply strictly with all applicable laws, by-laws, rules and regulations governing its use of the Lands for the Event purposes including the City's Noise By-law, Traffic and Parking By-laws, the Ontario Building Code, and all applicable requirements of the Technical Standards & Safety Authority ("TSSA").
7. The Festival/Event Partner, where applicable, shall obtain all necessary permits, licences and approvals that may be required in connection with its use of the Lands for the Event purposes including, but not limited to:
 - a) Liquor licence (City Clerk's Office and Alcohol and Gaming Commission of Ontario); beverage service plan approval (Community Services Department);
 - b) Carnival licence (Municipal Law Enforcement Services);
 - c) Park permit, road occupancy permit, road and parking lot closure approvals, electrical safety approval and approvals/locates for any staking or subsurface work (Engineering Services);
 - d) Site plan approval (Corporate Events Team);
 - e) Tents constructed must comply with permitting under the *Building Code Act*, Ontario Building Code (OBC) and the City's Temporary Tent Standard Operating Procedure (City Development Department);
 - f) Utility locates for staking & grounding will be provided by the event organizers or the operators and completed by a Certified Public Utility Locator with DPT accreditation (DTP – Damage Prevention Technician) such as Ontario One-Call. The proof of locates documentation must be provided and inspected by a designated City of Pickering representative prior to the event;
 - g) Parade permit through City of Pickering Municipal Law Enforcement Services, Durham Region Police Service and when required Region of Durham;
 - h) Portable washroom facilities, hand wash sinks/stations, garbage disposal, and food safety (Durham Region Health Department); If the Festival/Event partner is going to confiscate attendees' water/water bottles upon entry into the event then it shall provide and ensure that

Event Name and Year - Licence Agreement

a free source of drinking water is continuously available and accessible to all attendees following their entry into the event;

- i) Water hydrant permit (Durham Region Works Department);
 - j) Sign permits (Municipal Law Enforcement Services, City of Pickering and Durham Region Works Department depending on sign location);
 - k) TSSA inspection and approval of all amusement rides.
8. In accordance with Regional Smoke Free By-law Number 28-2019, no-smoking and no-vaping signs shall be posted in a conspicuous manner at each entrance to the Event to indicate that smoking and vaping are prohibited.
 9. The City of Pickering reserves the right to approve any use of the City of Pickering logo, prior to production or distribution.
 10. As the park permit holder, the Festival/Event Partner is entitled to designate the event as a pet free event. **Events with the primary purpose of selling/consuming food must be pet free.** Should the Event be designated as pet-free, the Festival/Event Partner shall be responsible for prohibiting pets from accessing Esplanade Park during the Event, and shall promote and publicize the “no pets” policy prior to commencement of the Event.

Vendors

11. Festival/Event Partners shall not be required to obtain a hawker and peddler licence from the City.
12. All vendors are subject to pre-approval by the City prior to being allowed on the Lands.
13. The Festival/Event Partner shall supply to the City a complete list of all vendors and the products that they are selling 2 weeks in advance of the event.
14. Festival organizers will not solicit or accept vendors or advertising from companies whose reputation could prove detrimental to the City’s public image and/or whose main business is derived from:
 - the sale of cigarettes, cigars or any tobacco product or material;
 - the sale of any cannabis product or material;
 - the sale of an e-substance, electronic cigarette or vapour product or material;
 - pornography;
 - the support of, or involvement in the production, distribution, and sale of weapons and other life-threatening products.

Event Name and Year - Licence Agreement

15. The City has the right to pre-approve all vendors coming onto City Lands and will not allow vendors or advertising, either directly or through third party arrangements, that:
- Violate any City policy or agreement.
 - Convey a negative religious message that might be deemed prejudicial to religious groups.
 - Promote alcohol and other addictive substances, at venues / events geared primarily to children.
 - Present demeaning or derogatory portrayals of individuals or groups or contain anything, which in light of generally prevailing community standards, is likely to cause deep or widespread offence.
 - Directly compete with City programs or services (this includes but is not limited to fitness, camps, ice rentals, banquet hall rentals, museums, municipalities).
16. The City has the right to approve the placement of vendors throughout the park. A final site plan, including all vendors, must be provided for approval to the City to ensure layout considers clear site lines, walking paths, patron safety. Maximum event capacity will be determined based on the contents of the final approved site plan.
17. Any damages to City property caused during the setup, operation or takedown, that is found to be at the fault of the event organizer, or their vendors, performers and/or volunteers/staff will be repaired by the City at the expense of the Festival/Event partner.

Fire Safety

18. Prior to operation of the Event, the Festival/Event Partner must schedule a fire inspection to be carried out by City of Pickering Fire Services for commercial cooking equipment. Inspections are not required for listed small portable cooking equipment (i.e. outdoor ovens, smokers, charcoal, electric or propane barbeques, etc.) that is located outdoors in an unenclosed area. If required, a schedule for subsequent site inspections will be determined by Fire Services, equipment cannot be operated without the approval of Pickering Fire Services staff.
19. The Festival/Event Partner shall maintain a clear and unobstructed 5-meter access route into the Event area to allow for responding emergency vehicles during the Event. This route is subject to preapproval by Fire Services as part of site plan review.
20. The Festival/Event Partner shall ensure that a minimum unobstructed distance of 3 meters is marked and maintained in all directions from all fire hydrants.
21. Only Technical Standards and Safety Authority (TSSA) approved gaseous fuel burning appliances are to be used. Documentation of TSSA approval must be onsite and available for review.

Event Name and Year - Licence Agreement

22. Cylinders containing compressed gas shall be protected against mechanical damage, and stored to hold them securely in place.
23. Portable fire extinguishers:
 - (a) Portable fire extinguishers shall be present at each booth/vendor operating cooking equipment and any location serving alcoholic beverages. Extinguishers must be properly rated for the hazard present. Portable extinguishers shall be kept operable and fully charged.
 - (b) Portable extinguishers shall be located so that they are easily seen and shall be accessible at all times.
 - (c) Portable extinguishers in proximity to a fire hazard shall be located so as to be accessible without exposing the operator to undue risk.
 - (d) Event staff must be familiar with the safe operation of portable fire extinguishers in their work area.
24. Bins containing solid fuel (i.e. wood) must be located a minimum of 1.2 meters from any heat producing appliance, such as a barbeque.

Utilities

25. The Festival/Event Partner and its employees, agents and contractors, including its electrical support group, is **prohibited** from altering City electrical infrastructure, and is only permitted to use existing outlets. If additional power is required, generators must be brought in at the expense of the Festival/Event Partner. Should there be an electrical concern during an event, City electrical staff will call in the City's contractor and repairs will be the City's cost unless it is proven that the Festival/Event Partner altered, overloaded the City electrical system. Note: All outlets are a standard 15-amp Ground Fault Interrupter service.
26. The Festival/Event Partner is required to engage the services of a licensed electrical contractor or may choose to engage the City's contractor who shall obtain all the necessary Ontario Electrical Safety Association inspections and approvals.
27. Festival/Event Partner shall be responsible for electrical work outside of City parks including, provision and installation of power supplies and for obtaining Ontario Electrical Safety Association inspections and approvals. Any required electrical work shall be at the expense of the Festival/Event Partner.
28. The City assumes no responsibility to the Festival/Event Partner for the temporary or unavoidable interruption of the supply of any public utility service due to any cause whatsoever.
29. The Festival/Event Partners will ensure where staking of tents or equipment and/or grounding of electrical equipment requires underground utility locates to be obtained by the event organizers or service providers (i.e. Rides or Carnivals) that the proof of all utility locates (required paperwork) will be provided for inspection/verification, to the designated City representative 2 days in advance of the installation of the ride(s) or staking.
30. Festival/Event partner is responsible for arranging access to a public water source through the Region of Durham.

Event Name and Year - Licence Agreement

Hours of Operation

31. Subject to any other regulatory approval (e.g. liquor licence), the Festival/Event Partner shall ensure public access to the Event is restricted to the following hours:

Weekday/Month/Year	Time Start	Time End

Maintenance

32. The Festival/Event Partner shall maintain the Lands in the same clean, sanitary and attractive condition as they exist prior to at the start of the Event, and at the end of the Event shall repair or replace any damage to the Lands. The Festival/Event Partner shall restore the Lands to their original condition prior to the end of the Event; with the exception of any flower beds. Any damage or clean-up left at the end of the event will be completed by the City's designated contractor at the expense of the Festival/Events Partner.
33. The Festival/Event Partner shall ensure all power cords have been covered to avoid tripping hazards.
34. In Esplanade Park, the event areas include the Cenotaph. Festival/Event Partners will arrange to fence off the Cenotaph as applicable. Please note that fencing may be approved for removal during official ceremonies. In these cases, the fencing will be reconstructed in order to avoid damage and vandalism once the ceremony is complete.

Waste Management

35. The Festival/Event Partner shall comply with the Sustainable Event Guidelines – Waste Management Plan and provide recyclable containers wherever and whenever possible.
36. The City agrees to provide the Festival/Event Partner with keys for permanent waste removal fixtures within the park, for the duration of the Event.
37. The Festival/Event Partner will ensure that additional waste disposal bins are placed throughout the park for participants, designated by waste type, and arrange for timely pick-ups throughout the Event.
38. The Festival/Event Partner is responsible for ensuring all vendors and participants are properly disposing their waste in the correct containers and bins. The Festival/Event Partner shall provide vendors with a designated bin for convenient disposal.
39. The Festival/Event Partner will include in their waste management plan the collection of waste throughout the event to remove from vendor and participant areas, and remove all waste from the site.

Event Name and Year - Licence Agreement

Road and Sidewalk Closures

40. The City will make provisions to close roads, sidewalks and walkways as noted below.
41. The City will post notification and promote through service disruption the right of the Festival/Event Partner event to block sidewalks as noted below.
42. The Festival/Event Partner agrees to staff and maintain access points for emergency services, vendors, and the public during all hours of operation. The Festival/Event Partner will provide staffing for any fire route gate deemed required by the City and ensure there is no parking in that space.

Road Closures	Parameters	Date/time start	Date/time end

Sidewalk/Walkway Closures	Parameters	Date/time start	Date/time end

The Festival/Event Partner and the City will make provisions for Durham Regional Auxiliary Police assistance for a rolling closure during parades.

Vehicular Access | Parking

43. The Festival/Event Partner can allow event vendor vehicles and food trucks into City parks. All vehicles must be walked in before or after event operation time by Festival/Event volunteer/staff person wearing a safety vest, to ensure public safety.
44. The City agrees to give exclusive access to portions of parking areas as shown in schedule A for the operation of the Event, as noted below. Permits will be issued following the receipt of all required insurances and payment of scheduled applicable fees.

Parking Lot	Portion	Date start	Time start		Date end	Time end

Signage

45. The Festival/Event Partner shall not exhibit or allow to be exhibited on the Lands any sign, notice, notice board, painting, design or advertisement without the prior consent of the City.
46. The City of Pickering reserves the right to approve any application or use of the City of Pickering Logo prior to production or distribution.

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47. Promotional Community event signage must follow the City Sign Bylaw 6999/09 (Section 49) Regional Sign Bylaw 76-2017 (Section 2.01). Use of City logos on third-party promotions requires approval.
48. When available the City will allocate City Sign resources to support partner events.

Staffing

49. The Festival/Event Partner shall provide and pay for all personnel and supplies required for its purposes, including City Bylaw Officers, and paid police duty as deemed necessary by the Durham Regional Police Service.
50. When required, City Bylaw Officers will be paired by the Festival/Event Partner with Pay Duty Police Officers, for the duration of their shift.
51. The Festival/Event Partner shall ensure that all rules of the ACGO are strictly adhered to and that alcoholic beverage services are organized, led and served only by persons with Smart Serve Certification.
52. No roaming server(s) shall card or provide wristbands to patrons at any time during the Event. Patrons are to be carded and provided wristbands at a designated area within the event. Roaming servers may only serve (wrist banded) patrons until dusk.
53. Festival/Event partner will assign Festival/Event staff or Licensed Security Guards with Smart Serve Certification to operate a designated ID carding and stamping/wristband area.
54. Festival/Event Partner organizing parades will assign a Parade Marshal in addition to the event lead. Parade Marshal to attend Parade planning meetings with the event lead, be on hand the day of the event to organize floats, and communicate with both City staff / Durham Regional Police Auxiliary. The Festival/Event Partner with City Staff will coordinate parade route and safety measures with City Staff and Durham Regional Police Auxiliary.

Accessibility

55. The Festival/Event Partner shall ensure that all staff and volunteers have accessibility training, as per section 6 of Ontario Regulation 429/07 made under the *Accessibility for Ontarians with Disabilities Act, 2005*:
 6. (1) every provider of goods or services shall ensure that the following persons receive training about the provision of its goods or services with disabilities:
 1. Every person who deals with members of the public or other third parties on behalf of the provider, whether the person does so as an employee agent, volunteer or otherwise.
 2. Every person who participates in developing the provider's policies, practices and procedures governing the provision of goods or services to members of the public or third parties.

Event Name and Year - Licence Agreement

Serve-Ability Training Program must be completed by all involved in the event. The Festival/Event Partner must complete and submit a signed Training Acknowledgement Form to confirm the completion of training; which shall be forwarded to the designated City staff person one week prior to the event.

Emergency Preparedness

56. The Festival/Event Partner shall ensure that appropriate first aid equipment and appropriately trained first responders are present throughout the event.
57. The Festival/Event Partner shall prepare emergency plans and provide for approval by the City's Community Services Department no later than two weeks prior to the scheduled event date.
58. The Festival/Event Partner shall comply with the City of Pickering's Emergency Weather Standard Operations Procedure (SOP) during event operations.
59. City of Pickering reserves the right to cancel, delay and/or postpone the event due to severe weather conditions.

Insurance

60. The Festival/Event Partner, at its own expense, shall provide:
 - (a) Comprehensive general public liability insurance, identifying the City as an additional insured, including coverage for personal injury, contractual liability, non-owned automobile liability, death and property damage, on an occurrence basis with respect to the Festival/Event Partner use and occupancy of the Lands, with coverage for any one occurrence or claim of not less than \$5,000,000, which insurance shall protect the City in respect of claims by the Festival/Event Partner as if the City was separately insured; and
 - (b) A certificate of insurance coverage in a form satisfactory to the City, which insurance coverage shall be kept in full force and effect throughout the term.
61. The Festival/Event Partner shall not do or omit or permit to be done anything that causes any insurance premium of the City to be increased, and if any insurance premium shall be so increased, The Festival/Event Partner shall pay to the City forthwith upon demand the amount of such increase. If notice of cancellation or lapse shall be given respecting any insurance policy of the City or if any insurance policy shall be cancelled or refused to be renewed by an insurer by reason of the use or occupation of the Lands, the Festival/Event Partner shall forthwith remedy or rectify such use or occupation upon being requested to do so in writing by the City and if the Festival/Event Partner shall fail to do so the City may, at its option, terminate this Licence forthwith by notice to the Festival/Event Partner.

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Liability and Indemnification

62. The City shall not be liable to the Festival/Event Partner for any loss of or damage to any equipment or inventory used in connection with the Event, whether caused by fire, theft, burglary or otherwise, unless such loss or damage was caused by the negligence or willful misconduct of the City, its servants, agents or employees.
63. Once any equipment is erected on the Lands, the Festival/Event Partner shall provide overnight security, and the Lands shall become the Festival/Event Partner responsibility.
64. The Festival/Event Partner shall indemnify the City and each of its servants, employees and agents from and against all actions, suits, claims and demands which may be brought against any of them, and from and against all losses, costs, charges, damages and expenses which may be sustained by any of them as a result of the Festival/Event Partner use and occupation of the Lands.
65. The City, its servants, employees and agents shall not be liable or responsible in any way whatsoever for any personal injury or death that may be suffered by the Festival/Event Partner, its servants or agents or any other person who may be on the Lands in connection with the use or purposes of the Festival/Event Partner or for any loss or damage to property of any person unless the such loss was caused by the negligence or willful misconduct of the City, its servants, agents, employees or those person for whom the City is in law responsible.

General

1. The City shall have the right to enter the Lands at any time for any reason.
2. The Festival/Event Partner agrees to ensure activities are limited to the details submitted in the Festival and Events application (see attached).
3. The Festival/Event Partner shall not alter, add to or vary in any way any part of the Lands without the prior approval of the City.
4. This Licence shall not be assignable by the Festival/Event Partner without the consent of the City, which consent may be arbitrarily refused.
5. This Licence shall to the benefit of and be binding upon the parties and their respective successors and permitted assigns.
6. The recitals at the head of this Licence are true and accurate and form a part hereof.
7. No amendment to this Licence shall be effective unless it is in writing and signed by both parties.

Event Name and Year - Licence Agreement

In Witness Whereof the City and the Festival/Event Partner have signed this Licence.

The Festival/Event Partner

First Name Last Name, Title

The Corporation of the City of Pickering

Kevin Ashe, Mayor

Susan Cassel, City Clerk