

AUTHORIZATION AND INDEMNITY:

I, the Agreement Holder:

- Certify that I have read and understand all the conditions and regulations appearing in this agreement, and agree to conform to them and be strictly bound thereby;
- Agree to indemnify and save harmless, and defend (at the discretion of the City), the City, its elected officials, employees, agents and any other person for whom it is in law responsible (the “Releasees”), from any kind of liability, suit, claim, demand, fine, action, or proceeding of any kind which may be brought against any of them and from and against any of the Releasees, any and all losses, costs, damages, or expenses (including legal fees) suffered or incurred by any of the Releasees (the “Claims and Losses”), howsoever caused, including, but not limited to, by reason of any damage to property, delay, injury (including injury resulting in death) to any person, in any way connected with this Agreement or the use of the site by the Agreement Holder or by those for whom it is in law responsible or arising from any breach of or non-performance by the Agreement Holder of any provision of this Agreement, unless such Claims and Losses are caused by the gross negligence or willful misconduct on behalf of the City or those whom in law it is responsible. This indemnity shall survive the Term.

LEGAL:

1. **Valid Agreement** – Agreements are not valid unless signed by the Agreement Holder and a designated City representative. Any applicable user fees must be paid for in full by the Agreement Holder prior to the use of a driving instruction zone. Any user fees paid by the Agreement Holder are non-refundable. Reservations shall not be guaranteed without a signed Agreement. If any provision of this Agreement shall be found to be or be deemed illegal or invalid, the remainder of the Agreement shall not be affected thereby. The Agreement Holder must be prepared to present a valid Agreement at any time during hours allotted for use of designated driving instruction zones.
2. **Applicability to Agreement** – Agreements are only valid for the Agreement Holder to whom they are issued, and for the location, date, time, and use specified on the Agreement and may not be changed or altered, unless such alterations or additions are approved in writing by both the Agreement Holder and a designated City representative. Verbal agreements do not supersede this Agreement. Agreements are non-assignable and non-transferable. Failure to comply with this provision may lead to immediate termination of the Agreement.
3. **Adherence to Laws** – The validity and interpretation of this Agreement shall be governed by the Laws of Ontario. The Agreement Holder shall abide by all City of Brampton By-laws, be in compliance with applicable City policies, and adhere to all applicable legislation and regulations of the province of Ontario and Canada, as applicable, as they pertain to the use of the driving instruction zones.
4. **Insurance** – The Agreement Holder shall obtain:
 - Motor Vehicle liability insurance, at their own expense, with an inclusive limit of not less than \$2 million exclusive of costs and interest, per occurrence. Perlis will include bodily injury, death of one or more persons, and loss or damage to property; and
 - Commercial general liability insurance, at their own expense, against all claims for personal injury including bodily injury resulting in death, and property damage with an inclusive limit of not less than \$2 million per occurrence.

This insurance will be carried for the entire Agreement period. The City of Brampton will only accept insurance policies from issuing institutions that have the following minimum ratings:

- Standard & Poor’s rating of BBB
- Moody’s rating of Baa

- A.M. Best rating of B+

CANCELLATIONS AND NO-SHOWS

1. **Cancellation by the City** – The City reserves the right to cancel this Agreement without notice or reimbursement should there be a breach of any conditions or regulations related to the use of the driver instruction zones; should the City be of the opinion that the premises are not being used for the purpose specified on the Agreement; for emergency purposes; if the use poses a safety risk or may in any way conflict with the policies or reputation of the City. The Agreement Holder agrees that upon such cancellation there will be no claim or right to any damages, or reimbursement on account of any loss, damage, or expense whatsoever. The City also reserves the right to cancel any booking on short notice for purposes including (but not limited to): special events; conflicting bookings; bookings made under a false pretence; mechanical problems; failing to meet legislative requirements; or weather conditions.
2. **Cancellation by the Agreement Holder** – The Agreement Holder understands that they are to provide the City with twenty-four (24) hours prior notice of any booking cancellations by utilizing the notification methods outlined in this Agreement. Failure to provide notice of booking cancellations or not attending a scheduled booking time on more than two (2) occasions, may result in the cancellation of this Agreement, at the discretion of the City representative.
3. **No Future Priority** – The issuance of this Agreement does not guarantee the Agreement Holder booking priority for future use.

PERMITTED AREA REQUIREMENTS

1. **Designated Locations** – The Agreement Holder understands and agrees that the following City locations can be used by driving instructors and driving school operators for the purposes of providing driving instruction, lessons and/or practice:
 - Century Gardens Recreation Centre;
 - Susan Fennell Sportsplex;
 - Cassie Campbell Community Centre;
 - Earnscliffe Recreation Centre;
 - Save Max Sports Centre; and
 - Gore Meadows Community Centre.

Use of a driving instruction zone must be scheduled in advance using the designated booking system and the Agreement Holder understands that their use of a driving instruction zone is restricted to the location and time specified in this Agreement.

2. **Limitations of Use** – The Agreement Holder shall not exceed the maximum zone usage of ten (10) instructors/vehicles at one time per location.
3. **Days and Hours of Use** – The Agreement Holder shall only make use of the driving instruction zones during the established days and hours of use; Monday to Friday between the hours of 9:00 AM and 3:30 PM, excluding holidays.

CONDUCT:

1. **Clean-Up** – The Agreement Holder is responsible for leaving the driving instruction zone in the same condition as it was when they arrived, including the proper disposal of all litter. The Agreement Holder acknowledges that the driving instruction zones are intended for use by additional driving instructors and driving school operators and it is the Agreement Holder's responsibility to help ensure it is a clean, safe environment for all. The Agreement Holder shall pay for all damages to City property arising from the use of the driving instruction zone where the Agreement Holder or those in attendance in connection with this Agreement is deemed

responsible for such damage by the City representative.

2. **Agreement Holders & Associated Users** – The Agreement Holder shall be responsible for the conduct and supervision of all persons who utilize the driving instruction zone in connection with this Agreement and shall see that all obligations contained in this Agreement are strictly observed. Vandalism; littering; any activity intended to criticize, undermine, disrespect, or disparage the City and/or its elected officials and staff; use of abusive language; or any other activity restricted by the Agreement shall be just cause to cancel this Agreement and/or deny further Agreements.
3. **Parking** – The Agreement Holder and all others in connection with this Agreement must use the driving instruction zone they are provided; the Agreement Holder is responsible for such compliance. Vehicles must not, in any circumstances, be driven onto walkways, grassed, or unauthorized areas. Any alternative parking arrangement must be confirmed through the issuing of a parking permit through the City.
4. **Vacating Premises** – The Agreement Holder shall ensure that all users in connection with the Agreement Holder or this Agreement vacate the driving instruction zone by the end time indicated in the Agreement. Failure to comply may result in the refusal of future bookings.