

City of Oshawa Community Suite and Bowl Seat Ticket Allocation Application Form

Tribute Communities Centre, 99 Athol Street East, Oshawa, ON L1H 1J8

Please complete the following application form and send to City of Oshawa's Corporate Communications (Fax: 905-436-5623) or e-mail tcccommunitytickets@oshawa.ca or drop-off at the Tribute Communities Centre, attention Suites Manager. *Incomplete application forms will not be considered.*

Legal Name of Organization: _____

**Registered Charitable/Incorporated
Non-Profit Registration Number:** _____

Have you been awarded the use of a Tribute Communities Centre Suite in the last 12 months from either the City of Oshawa or the Region of Durham? **Yes** **No**

Applying For

Bowl Seat Tickets (Section 112)

There is a maximum of 16 complimentary tickets available for any Oshawa Generals home game. Tickets will be issued in multiples of two.

Requested Quantity _____ Preferred Date _____

City of Oshawa Community Suite 223

There is a maximum of 14 complimentary tickets available for any Oshawa Generals home game.

Preferred Date: _____

Contact Information:

Contact Person: _____ Title: _____

Phone Number: _____ Fax Number: _____

E-Mail: _____

Organization Mailing Information:

Address: _____

P.O. Box/Unit Number: _____ City: _____ Postal Code: _____

Organization Description:

Describe your organization including reason for request (e.g. fundraising, volunteer recognition): _____

Individual who is responsible on event night (must be over 18 years of age):

Name: _____

Address: _____

P.O. Box/Unit Number: _____ City: _____ Postal Code: _____

All application forms will be reviewed to ensure compliance with the application approval process, including completeness and veracity of statements contained within the application form. Beginning in August of every year and continued on an on-going basis, applications are reviewed, by the City to determine if eligibility requirements are met. If demand for tickets exceeds supply for the Community Suite and/or bowl seat tickets, preference shall be given to Oshawa based registered charitable/ incorporated non-profit organizations. Registered Durham Regional charitable/incorporated non-profit organizations who have submitted an application form are notified regarding the status. If approved, the City establishes a convenient available date and as to which of the Community Suite or bowl seat tickets are most appropriate for their use.

All registered Durham Regional charitable/incorporated non-profit organizations using the City of Oshawa Community Suite or receiving bowl seat tickets must comply with Spectra Venue Management’s rules and regulations and all event attendees under the age of 18 must be accompanied by an adult 18 years of age or older. All organizations using the City of Oshawa Community Suite must comply with the Licence Agreement on the application form.

Name and Title _____ Date: _____

For City of Oshawa Office Use Only:

Assigned Date: _____ Notification Date _____

City of Oshawa Community Suite and Bowl Seat Ticket Licence Agreement

In the event that the organization is awarded either use of the Community Suite 223 or bowl seat tickets located in section 112, the organization, including all individuals attending with the organization (“attendees”), shall strictly adhere to the following terms and conditions:

1. The City shall have access to the Community Suite and bowl seat tickets at all times. The organization shall not permit the City’s right to access the Community Suite and/or any seating to be impeded.
2. The organization shall abide by and comply with all applicable federal, provincial and municipal legislation, regulations and by-laws as well as Spectra Venue Management’s rules and regulations, including, without limitation:
 - (a) comply forthwith with any direction given by the City respecting the use of the Community Suite and/or bowl seat tickets;
 - (b) maintain the Community Suite or bowl seat tickets located in section 112, in good order and in a neat and tidy condition;
 - (c) not do or suffer or permit to be done or suffered any act or thing which may impair, damage or injure the Tribute Communities Centre (the “T.C.C.”) or any part thereof including specifically the Community Suite and bowl seat tickets ;
 - (d) not permit any food or beverage to be brought into or prepared or consumed within the T.C.C., except food and beverage provided by the City and its approved suppliers at such prices and on such terms and conditions as may be fixed by the City from time to time;
 - (e) not smoke or permit smoking within the T.C.C.;
 - (f) not permit conduct which interferes with or impairs the use and enjoyment of the T.C.C. by others or which interferes with or impairs the City’s operation of the T.C.C.;
 - (g) remain solely responsible for the actions and conduct of the organization and its attendees;
 - (h) not permit entry to the Community Suite by any person except a person possessing a ticket for the Community Suite for the specified event or game scheduled at the T.C.C.;
 - (i) not permit the filming, recording or transmitting from the Community Suite or its seats, or from the seating of any portion of any game or event at the T.C.C., or any description thereof, by any means including, without limitation, by radio or television broadcast; and
 - (j) ensure that the terms of this Agreement have been communicated to and understood by each person accompanying the organization to the specified event or game.
3. The organization’s rights and benefits under this Agreement are personal to the Licensee and non-transferable. The Licensee shall not permit the assignment, transfer, encumbering or sublicensing, in whole or in part, this Agreement.

4. The organization and its attendees release and shall at all times indemnify and save the City harmless from and against all claims, demands, liabilities, fines, losses, costs, damages, actions, suits or other proceedings by whomsoever made, brought, prosecuted or in any manner based upon, occasioned by or attributable to or in any way arising out of any act or omission by or on behalf of the organization and its attendees in any way related to the use of the Community Suite or bowl seat tickets located in section 112. This release and indemnification shall survive the termination of this Agreement whether by act of the parties or by operation of law. Notwithstanding the foregoing, the Licensee shall have no obligation to release the City, nor save it harmless from or against any claim which shall be asserted against or incurred by the City resulting from the gross negligence of the City.
5. If the organization is defined by reference to an entity that is not an individual, each individual purporting to execute this Application Form on the organization's behalf represents and warrants that:
 - (a) the registered Durham Regional charitable/incorporated non-profit organization's proper corporate name is as set out in the Application Form;
 - (b) that the registered Durham Regional charitable/incorporated non-profit organization is in good standing, duly incorporated and organized under the laws of the jurisdiction in which it was incorporated; and that
 - (c) each such individual is authorized and empowered to bind the organization to the terms of this Application Form by her or his signature.
6. If any representation or warranty in section 5 of the Terms and Conditions of the Application Form is false, each individual who signs this Application Form, covenants and agrees to be jointly and severally liable for performance of the organization's covenants pursuant to this Application Form.
7. If the organization defaults in the performance of any of its obligations in this Application Form, the City may terminate the organization's rights and the City's obligations in this Application Form forthwith and without notice. The organization's obligations and the City's rights under this Application Form shall survive such termination by the City.
8. All rights and liabilities herein granted, or imposed upon the respective parties hereto, extend to and bind the successors and assigns of the City and the permitted successors and assigns of the organization, as the case may be. No rights or benefits, however, shall enure to the benefit of any assignee, sublicensee, transferee or encumbrancer of the organization unless the City has waived in writing the prohibition against any such assignment, transfer, sublicense or encumbrance.
9. If any covenant, obligation, agreement, term or condition of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such covenant, obligation, agreement, term or condition to persons or circumstances other than those in respect of which it is held invalid or unenforceable, shall not be affected thereby and each covenant, obligation, agreement, term and condition of this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.
10. The failure by the City to require the strict fulfillment of the organization's obligations hereunder, or to exercise any rights herein contained, shall not constitute a waiver, renunciation or surrender of those obligations or rights.