

SCHEDULE "A" - 2026
Ashbridges Bay/Woodbine Beach Park Beach Volleyball
Sanction Agreement Terms and Conditions

NOTE: This agreement is for the 2026 season ONLY

Responsibilities of the Licensee

1. The Licensee will
 - a. Ensure the OVA logo is visible on all promotions and advertisement and include the phrase "Sanctioned by the Ontario Volleyball Association"
 - b. Seek written approval prior to utilizing any OVA intellectual property or the OVA logo.
 - c. Comply with all OVA policies, procedures and all applicable OVA Return to Play Protocols
 - d. Directly provide youth service programs and will not assign such obligations and responsibilities to any third party.
 - e. Ensure the participant to instructor ratio is within the guidelines established by the OVA for sanctioned youth camp/programs (1:8).
 - f. Program Director or Head Instructor must be an OVA member and be a NCCP OVA Development coach
 - g. **Ensure compliance with of the OVA Screening Policy for all instructors. This includes submitting to the OVA a police records check (PRC), vulnerable sector (VSS) check and OVA Screening Disclosure Form. Proof of these must be submitted to the OVA office prior to the sanctioned event.**
 - h. **Ensure that all instructors have completed a review of the Government of Ontario's Concussion Awareness Resource** (<https://www.ontario.ca/page/rowans-law-concussion-awareness-resources>)
 - i. Submit to the OVA:
 - i. Instructor Training Plan & Emergency Action Plan;
 - ii. Outline of lesson plans and program curriculum.
 - j. Assume the financial, administrative and organizational responsibilities of the delivery of youth programming including, but not limited to, all taxes, fees, staff, merchandise and marketing.
 - k. Act in a manner that promotes a positive and professional public image.
 - l. Track the number of participants and disclose such numbers to the OVA upon their request.
 - m. Provide payment to the OVA for sanction and access to beach volleyball programming at Ashbridges Bay and Woodbine Beach Park.
2. With respect to the use of the courts and equipment at Ashbridges Bay/Woodbine Park, the Licensee will:
 - a. Commit to all rental times as indicated on the Sanction Agreement.
 - b. Pick up, set-up and return nets and lines as required.
 - c. Be of eighteen (18) years of age at the time of the executing this agreement and be present at Licensed Area(s) during all rental times.
 - d. Ensure that anyone under the age of eighteen (18) is supervised by an adult at all times.
 - e. Use the Licensed Area(s) only for its designed purpose.
 - f. Adhere to all safety standards, rules and regulations.
 - g. Provide first aid supplies and have individuals in attendance who are trained in Emergency First Aid and CPR.
 - h. Be responsible for the conduct and supervision of all people attending the Licensed Area(s) and ensure all requirements contained in this Agreement are observed. Vandalism, littering, abusive language, smoking and the use of alcohol without a license will be cause to immediately terminate this Agreement and reject future applications for sanction. No refund will be granted.
 - i. Ensure that no alcoholic beverages will be permitted at the Licensed Area(s) unless a permit has been granted and written permission from the OVA has been issued. Failure to comply with this section will result in the immediate cancellation of the Sanction Agreement, notification of authorities and removal from the facility. No refund will be granted.
 - j. Displays, goods and chattels brought on to or into the Licensed Area(s) by the Licensee MUST be approved by the OVA 10 days in advance of the start of the sanctioned program.
 - k. Not during the time of its occupancy of the Licensed Area(s), make any alterations to the Licensed Area(s) without the prior written consent of the OVA.
 - l. Ensure the Licensed Area(s) are vacated and returned to its original condition upon completion of the Sanction Agreement.

- m. Ensure that the maximum number of persons using the Licensed Area(s) will not exceed the approved capacity.
- n. Ensure that vehicles will only be parked on facility grounds designated as parking areas only.
- o. Not use confetti.
- p. Not sell any items.
- q. Not affix any decorations without prior consent from the OVA.

Responsibilities of the OVA

1. The OVA will:
 - I. Designate the Licensee as a non-exclusive youth programs service provider for the 2026 playing season on behalf of the OVA.
 - II. Grant to the Licensee a non-transferable, non-exclusive license to use the OVA logo.
 - III. Provide the Licensee:
 - Insurance coverage.
 - Cost for access to Ashbridges Bay & Woodbine Park
 - Volleyball Nets and Lines.
 - Assignment of specific number of playing courts at OVA's discretion.
 - Time and dates of camps and clinics.
 - Promotion at OVA events and on its website and social media forums.
- a. Grant the Licensee the exclusive right of occupation to only those Licensed Areas agreed to in the Sanction Agreement.
- b. Maintain a right of access to the Licensed Areas to observe the Licensee's actions and will maintain control of the facility and equipment through its management and employees.
- c. At their sole discretion, require police or security staff at the expense of the Licensee which will be hired by the OVA but paid for by the Licensee unless agreed to otherwise by the parties.

Damage and Repairs to the Facility

3. At the sole cost of the Licensee, the Licensee will repair any damage, outside the normal wear and tear, caused to the facility or equipment by any person during the period that the Licensee had the right of occupancy of the facility within 30 days of invoice from the OVA.

Fees, Payment and Deposit

4. The Licensee agrees to pay the OVA:

DEPOSIT:

\$500+HST – Equipment Rental Cost

\$500+HST – Fees Deposit (Minimum sanction fee) *This amount will applied towards the final sanctioning fee.

FEES:

All coaches must be members of the OVA

\$35 + HST per participant per distinct sanctioned event – if non-member

\$30 + HST per participant per distinct sanctioned event – if OVA member

- The OVA will invoice for fees within one week of program completion.
- The minimum sanctioning fee remitted to the OVA is \$500+HST. The \$500+HST deposit must be received in office before court space is granted and/or before advertising of the sanctioning request commences.
- The \$500+HST deposit will be applied to the final sanction invoice.

LIST OF REGISTERED PARTICIPANTS must be provided to the OVA at the following times:

- One week prior to the start of each sanctioned event
- Mid-way point
- Within one week of the end of each sanctioned event

PAYMENT

- Deposits to be with signing of contract.
- OVA will invoice licensee at mid-way point and at the end of the sanctioned event.

NOTE: A fifty dollar (\$50) charge will be applied for any NSF cheques.

Cancellation Policy

5. In the case of cancellation of an event(s), the Licensee will pay a cancellation fee as per the schedule below:

Written Notice Received From the Licensee	Cancellation Charge
30 or more days prior to the event	100% Refund - \$100+HST admin fee
14-29 days prior to the event	50% of Total Deposit
7-13 days prior to the event	75% of Total Deposit
0-6 days prior to the event	100% of Total Deposit

Release of Liability and Indemnification

6. The Licensee agrees that the OVA has made no representations or warranties as to the fitness or nature of the facility or equipment, and by executing the Sanction Agreement, the Licensee relieves the OVA from any and all claims which the Licensee now has or may in future have in that regard.
7. The Licensee agrees to unconditionally indemnify on a joint and several basis, defend, and hold harmless the OVA, its employees, volunteers, directors, officers, agents and representatives from and against any and all third party claims, liability, losses, demands, suits, expenses judgments, awards, fines, fees (including court cost and lawyer fees) arising out of or incidental to, or based upon the occupancy or use of the Licensed Areas by the Licensee, its employees, guests or invitees, any failure by the Licensee whatsoever, or breach or alleged breach of any of the representations, warranties or guarantees hereunder. The Licensee will promptly notify the OVA of any such claims.

Termination

8. The OVA may terminate this agreement without notice should the Licensee breach any of the conditions contained in the Sanction Agreement or Schedule "A" or on twenty-four (24) hours notice to the Licensee. Upon termination, the OVA will return to the Licensees any monies pre-paid by the Licensee in respect of the period cancelled by the OVA.
9. The Licensee may terminate this agreement at any time but agrees to pay the cancellation fees as described herein.

Assignment

10. Licensed Area(s) are valid for a specified use, location, date and time, and may not be changed or subleased unless approved by the OVA. Licensees which engage in subleasing will have their permit revoked and this agreement will automatically be terminated.

General

11. No failure or delay by the OVA in enforcing any right or remedy in this Agreement will be construed as a waiver of any future exercise of such right or remedy.
12. The Parties have sought or obtained, or have had the opportunity to seek and obtain, independent legal advice concerning the matters in this Agreement, and execute this Agreement knowingly and voluntarily.
13. If any portion of this Agreement is deemed by any court of competent jurisdiction to be illegal or unenforceable, then the remaining provisions of this Agreement will remain in full force and effect notwithstanding.