

Ref: 2/5/1

Head Office

To: All Sport and Recreation Stakeholders

Sport, Recreation, Arts and Culture

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USER AGREEMENT APPLICABLE FOR USE OF SPORT AND RECREATION FACILITIES BY VARIOUS SPORT AND RECREATION STAKEHOLDERS

The attached user agreement document refers.

Noting that our stakeholders sometimes require to make continuous use of a facility and this need cannot be addressed through the lease process the department consulted Real Estate Department to mitigate this. This resulted in the formulation of the attached referenced user agreement document to be used in line with Schedule F of our promulgated tariffs. Further to note is the fact that this agreement is short term and as such renewable on an annual basis, should the need arise.

This letter serves to inform you that the user agreement option can be used as opposed to a lease should your organisation require to make continuous use of a facility. This process will be handled by the department.

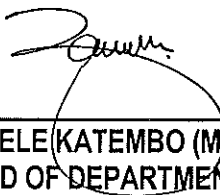
Should you require to make use of this option you may contact the Divisional Head: Sport and Recreation details as follows:

Mr. Enock Tompa: Email address enock.tompa@ekurhuleni.gov.za or Mball.Gumbi@ekurhuleni.gov.za
Tel: 011 999 3210 / 011 999 3289.

Should you feel that your matter is not being attended to then you can escalate the matter to the Head of Department: Mrs. Zanele Katembo.

Hope you will find the above in order and progressive for efficient service delivery.

Kind regards,



ZANELE KATEMBO (MRS.)
HEAD OF DEPARTMENT: SPORT, RECREATION, ARTS & CULTURE

DATE 14/09/2022.

CC: DH Operations and AEM Support

AGREEMENT AND INSURANCE

The person or organization entering into this agreement with City of Ekurhuleni (CoE) for the use of 'the mentioned Club' certifies that the information given in this Agreement is current and will hold. The undersigned confirms that he/she has the authority to sign this Agreement with the User/s and agrees that the User/s will observe all rules and regulations. The User/s further agree to reimburse the CoE for any damage arising from the User/s's use of said facilities. Any accident involving the participants or damages to facility or equipment occurring during the use of 'the Club' will be reported to the CoE for the purpose of records only.

The User/s agree that the City and its designated employees will not be liable for any injuries to person and/or damage to property due to negligent acts and/or omission of the User/s, its agents, employees, or invitees.

RULES AND REGULATIONS

- The Users will be responsible for the safety and conduct of its participants and spectators at this facility.
- All non-profit youth sports groups verify that all coaches, athletes and their parent/guardian have complied with mandated policies for the management of concussions and head injuries as prescribed within the accommodated sports rules. Where necessary proof of such compliance may be required by the City prior to or during use of the facilities.
- Where there is participation of youth and under-aged children, satisfactory sponsorship and adequate adult supervision must be provided by the applicant. Security may be required for some activities.
- All events will be required to meet the occupancy load, fire and safety regulations of the CoE.
- Use of alcohol, tobacco, and/or drugs is prohibited at this facility and it is the responsibility of the User to ensure that participants and spectators at this facility

adhere to this rule. Failure to adhere shall constitute breach of this agreement, which in turn entitles the CoE to terminate this agreement immediately.

- Firearms or other dangerous weapons are prohibited on the grounds as defined by law and the User shall put measures in place to ensure adherence to this rule, failing which the User shall be in breach of this agreement, to which the CoE is entitled to terminate this agreement immediately.
- Games of chance, lotteries, and giving of door prizes are not allowed except where permitted by law and then only with proper clearances, in which case such clearance MUST be submitted to the CoE in support of a request to permit such games, lotteries and giving of door prizes.
- Access to this facility and services, except as otherwise addressed in these rules, shall be limited to that specified on the application.
- Alterations to the facility are prohibited without prior approval. This may include such things as hanging signs, erecting backstops, placing goals, using masking tape on walls and floors, etc. Effecting any alterations without CoE's prior approval shall constitute breach of this agreement and shall entitle the CoE to cancel this agreement and/or claim any specific performance it deems fit.
- City-owned equipment shall not be removed from the facility or loaned to any individual or organization unless prior approval by the CoE has been granted.
- Applicants are responsible for special set-up requirements and clean up unless specifically requested in the application. Users shall be responsible for returning the facility to its original condition immediately following the cancellation of the user agreement.
- Appropriate gym shoes are required for all activities on the uncovered floor of gymnasiums.
- The applicant/organization shall not practice discrimination of any kind.
- The City reserves the right to refuse or revoke any authorization issued for the use of 'the Club'.
- The City does not intend to create an open forum for public use of 'the Club' for any purpose other than its original intended use.
- The Divisional Heads of Sport and Recreation and Operations (Facilities Management) or any other designee shall take appropriate action to avoid such a

8

forum being created. If at any time the SRAC Department wishes to change the nature of the forum it has previously allowed through community use of 'the Club', the SRAC Department may do so to either expand or contract that forum and its intended Club usage.



Danelle Katenbo

Hob'. SRAC.

12/09/2022.