

The Corporation of the District of Peachland: Facility Rental Disclaimers



Whereas the Corporation of the District of Peachland (hereinafter called the District) is the owner of the building and appurtenant grounds described in this permit and whereas the Applicant has applied for a Permit for those portions of the facility identified (hereinafter called the premises)
Now therefore in consideration of the covenants, rents, conditions and agreements to be performed and observed by the Applicant:

1. The District hereby grants to the Applicant a Permit for rental of the said premises for the sole purpose of the rental.
2. The Applicant shall use only those premises named in this Permit.
3. The Applicant shall ensure that all attendees adhere strictly to all rules and regulations posted and / or included in this Permit and to advise all attendees accordingly. Failure to adhere to, or comply with said policies, bylaws, rules and regulations may result in the termination of this Permit without refund of any fees paid, and may include invoicing of penalties and / or additional costs incurred by the District.
4. The Applicant shall exercise the greatest care in the use and occupation of the said premises and adjacent facilities and shall provide a competent and trustworthy adult who will personally undertake to be responsible for the due observance of the rules and regulations governing the said premises.
5. The Applicant shall report all damages to the Recreation Department by phoning 250-767-2133.
6. The Applicant shall be responsible for any damages caused by the applicant and / or their participants, guests, visitors, spectators and or agents to the said premises as a result of the use and occupation thereof under this Permit. Said damages to be paid firstly by the Applicant and / or their insurer.
7. The Applicant shall not permit any other person, group or organization not named in this Permit to use or occupy the said premises without authorization from the District. Authorization granted by the District shall be attached to this Permit prior to any use or occupation of the said premises by any other person, group or organization.
8. All set up, decorating and set down must be done on the day of rental, unless otherwise arranged and authorized by the Recreation Department. Additional rental fees may be applied based on the time required.
9. The Applicant shall be responsible for all set up and take down including chairs, tables, equipment, decorations, etc.
 - a. Indoor events:
 - i. Nails, staples, tacks, pins or duct tape are NOT to be used for decorating.
 - ii. No open flames candles are permitted but candles may be contained in a semi-closed vessel (i.e.: hurricane lamps)
 - b. Outdoor events:
 - i. Due to underground utilities, Ground penetration is not permitted without consent of the District of

Peachland. The Applicant will be responsible for any damage resulting from ground penetration. Once permission is obtained for ground penetration, the Applicant is responsible to contact BC One Call (1-800-474-6886 or *6886 (Telus & Rogers Cell Networks)

ii. Do not place objects, vehicles or structures in or on grass fields or parks without first consulting with the Recreation, Parks and Public Works departments.

iii. Spirit Square - There is no vehicle access through Spirit Square. Vehicles must access the park through the South pedestrian access only.

10. The Applicant shall, at its own expense, return the premises to the condition that the premises were in prior to the Applicant's use and occupation. This includes (but is not limited to) returning equipment to designated storage areas; placing garbage in refuse containers; and removing all personal and private equipment and possessions. Please refer to the "Rental Education Guide?" and "Rental Education Checklist?" for rental expectations. A fine of \$250 plus a minimum charge of \$75.00 per hour will be deducted from the damage deposit for any cleaning or set down required that have been left incomplete by the licensee. Clean up must be complete before the end time of the contract.

a. Indoor events - the Applicant will ensure that the building is secure

i. Check all exterior doors and engage security system.

ii. Thoroughly search the premises for any burning materials or equipment left on before leaving the facility (i.e.: ensure that the pilot lights for the stove and oven are left on but the gas knobs are turned off).

11. The Applicant shall be responsible for providing adequate security, including any costs for providing adequate security, for the use and occupation of the said premises, including, but not limited to, persons at the door, off duty police, auxiliary fire fighters or other personnel deemed necessary by the Applicant for the protection of the public, property of the public and property of the District. The District reserves the right to require that the Applicant provide a higher level of security than that deemed adequate by the Applicant. The Applicant shall be responsible for any additional costs of security.

12. The Applicant shall, prior to the use and occupation of the said premises, pay at the request of the District, a damage deposit. The amount of the damage deposit is \$500 minimum or 50% the value of the facility rental for all rentals where the rental fees collected exceeds \$100. Should such damage deposit, or any balance thereof not be used, it shall be refunded to the Applicant. Should such damage deposit be insufficient, the Applicant will reimburse the District immediately upon written notice from the District.

13. The Applicant shall not permit liquor, beer or any other alcoholic beverages on or in the said premises unless a valid permit has been obtained under the Liquor Control and Licensing Act and the expressed authorization of the District. Authorization granted by the District does not relieve the Applicant from any legal obligations and / or requirements. A copy of the Applicants approved liquor permit shall be presented and attached to this Facility Permit including evidence of the Applicant's comprehensive liability insurance with extended coverage to include Liquor Liability, prior to any use or occupation of the said premises. Authorization granted by the District shall be attached to this Permit prior to any use or occupation of the said premises. Where alcohol is served, the applicant must have in place a "Designated Driver Program".

14. The Applicant shall comply with the British Columbia Liquor Control and Licensing Act including all regulations.

15. The Applicant shall contact the Recreation Department in writing to cancel and/or amend any booking. Cancellation charges of a booking are applicable as follows:

Cancellation Time Before Event Cancellation Refund

31-90 Days 90%

15-30 Days 75%

8-14 Days 50%

6-7 Days 25%

0-5 Days 0%

16. The Applicant understands and agrees that the Permit may be revoked or cancelled, at any time, with

or without cause, by the District. The District will make every reasonable attempt to provide a minimum 48 hours notice of cancellation to the Applicant.

17. Payment Policy: Rental fees must be paid in full within 48 hours of confirming the booking. In the event of a change to fees and charges, the approved rate at the time of facility use will prevail (FIN-035); A damage deposit is due one week prior to the rental. Deductions for damage, missing equipment or improper cleaning will be applied against the damage deposit. Damage deposits will be processed after the elapse of 48 working hours from rental date.

18. The Applicant agrees that it is the sole responsibility of the Applicant to determine the suitability of the premises for its intended use and occupancy.

19. The Applicant agrees that before commencing use of the premises, the Applicant shall on each occasion, before use and occupation, inspect the premises and equipment, and shall forthwith notify the Recreation Department at 250-767-2133 OR AFTER HOURS 250-868-1621 of any condition that may render the premises or equipment unsafe for use. Any callout resulting from damage or negligence on the part of the applicant (or spectators, guests or visitors) will result in a callout charge being applied and the applicant will be invoiced accordingly.

20. The Applicant may be permitted access to the said premises prior to the function or event authorized herein subject to the approval of the Recreation Department.

21. The Applicant agrees that it will indemnify and save harmless the District and its officers, employees, servants, agents, successors, and assigns from and against any and all claims whatsoever including all damages, liabilities, expenses, costs, including legal or other fees incurred in respect of any such claim, or any cause or proceeding brought thereon arising directly or indirectly from or in connection with the granting of this License and the use and occupation of the said premises, save that this Applicant will be under no obligation to indemnify and save harmless the District against or in respect of any damages or judgment rendered against the District resulting from or arising out of any negligence or fault on the part of the District in connection with the maintenance or condition of the premises to the extent that the damage, loss or injury was caused or occasioned by the negligence of the District.

22. Prior to the granting of this Permit the Applicant shall obtain, maintain and provide documentation of comprehensive general liability insurance including, without limitation, coverage for the indemnity provided herein, on terms satisfactory to the District. The District shall be named as an Additional Insured. Such policy shall be written on a comprehensive basis with inclusive limits of not less than \$2,000,000.00 per occurrence, including \$2,000,000.00 for bodily injury and/or death to any one or more persons including voluntary medical payments and property damage, or such higher limits as the District may require from time to time. The policy shall contain a clause providing that the insurer will give the District thirty (30) days prior written notice in the event of cancellation or material change. The Applicant shall provide the District with evidence of such insurance coverage in the form of an executed copy of a Certificate of Insurance in a form satisfactory to the District ten (10) days prior to the granting of this Permit.

23. It shall be the sole responsibility of the Applicant to determine what additional insurance coverage, if any, including but not limited to Worker's Compensation and Participants Insurance, are necessary and advisable for its own protection and/or to fulfil its obligations under this License. Any such additional insurance shall be maintained and provided at the sole expense of the Applicant.

24. The Applicant shall not do, suffer or permit to be done, any act or thing upon or to the said premises, which will or would constitute a nuisance to the occupiers of any lands or premises adjoining or in the vicinity of said premises or to the public in general.

25. The Applicant shall observe, perform and comply with the requirements of every applicable by-law, statute, regulation or ordinance and with every applicable regulation or order with respect to the condition, maintenance, use or occupation of the said premises and any furniture, equipment, supplies, materials or

articles located therein not limited to but including:

a. In compliance with the Society of Composers, Authors and Music Publisher of Canada (SOCAN), renters or users of District facilities having music at their event, performances or rental must make their own arrangements for gaining permission from SOCAN, and are responsible for paying the applicable fees to SOCAN and submitting documentation to the District Recreation Office prior to the facility being released to the renter.

b. In accordance with the Food Premises Regulations (BC Health Act), every lessee involved in preparation of food for consumption must possess a Food Safe certificate and must comply with any rules and requirements of the local health board. A copy of the Food Safe Certificate must be provided to the District. Food service for the public (i.e. ticketed event) must also have a Temporary Food Permit/Permit to Operate or must be provided by a professional caterer/restaurant which already has a Permit to Operate. Food service at events where food is prepared or served by voluntary caterers for functions or gatherings limited to members of its own organization and invited guests is allowed without a permit. It should be noted that the food preparer must be both voluntary AND a member of the event group to be exempted.

26. The Applicant shall incur additional costs over and above normal District services (i.e.: additional clean-up, garbage pick-up, security, lights/electrical, licensing, and/or maintenance personnel);

27. District of Peachland Bylaw #993, 1987 states that overnight stays ARE NOT permitted on public property in parking lots or parks. Further, any arrangements for parking requests shall be made through the Director of Operations.

28. The Applicant, its employees, agents, servants, or workers and / or volunteers shall not be deemed to be either employees, agents, servants or workers and / or volunteers of the District.

29. The District does not provide linens (including dish clothes) or glassware.

30. The Applicant warrants and represents that if he / she signs this Permit on behalf of a group or organization, the Applicant has sufficient power, authority and capacity to bind the group or organization with his / her signature.