

DISTRICT OF 100 MILE HOUSE

District of 100 Mile House Parks and Community Facilities Bylaw No. 1313, 2017

SCHEDULE "A"

APPLICATION FOR PARK USE PERMIT

Name of Applicant:

_____ (the "Applicant")

On behalf of (may be Applicant):

_____ (the "Permittee")

Address of Permittee: _____

Telephone No. : _____ Fax No.: _____

Nature of Event or Activity: _____

_____ (the "Event")

Number of Participants (Estimated): _____

Date(s) of Event: _____

Time: From _____ am/pm to _____ am/pm

Location of Event: _____

_____ (the "Permit Area")

Permit Area to be closed to free use by public? _____

The Permittee hereby applies to the District of 100 Mile House (the "District") for permission pursuant to District of 100 Mile House Parks Regulation Bylaw No.1313, 2017(the "Bylaw") to hold an event in the Permit Area on the date and at the time specified above.

In consideration of the issuance to the Permittee of a permit for the Event, the Permittee agrees that the terms and conditions set out on the following pages form part of this Permit, and agrees to fully comply with and be bound by these terms and conditions.

THE APPLICANT HAS READ AND UNDERSTOOD THE TERMS AND CONDITIONS AND AGREES THAT THEY WILL BE OBSERVED BY THE PERMITTEE, ITS OFFICERS, EMPLOYEES, SERVANTS, AGENTS, LICENSEES AND INVITES.

The Applicant warrants and represents that it has the power, authority and capacity to enter into this agreement on behalf of the Permittee and to bind the Permittee with its signature.

Note: The applicant is aware that Centennial Park has an underground sprinkler system (it will be flagged for the event) and warrants to ensure that the system is not damaged.

DISTRICT OF 100 MILE HOUSE

The return of this application to the Applicant, signed on behalf of the District of 100 Mile House will constitute the issuance of a Permit for the Event.

Dated this _____ day of _____, 20_____.

Name of Event: _____

Signature of Applicant

Print Applicant's Name

On behalf of Applicant

Signature of Permittee
(If Corporate Society)

Print Permittee's Name

THIS PERMIT IS HEREBY ISSUED ON THE TERMS AND CONDITIONS ATTACHED.

DISTRICT OF 100 MILE HOUSE

Operations Supervisor

CENTENNIAL PARK RESERVATION

APPLICANT:

PERMITTEE:

NATURE OF THE EVENT:

NUMBER OF PARTICIPANTS:

DATE:

TIME:

LOCATION IN THE PARK:

SIGNED:

OTHER SPECIFICS

- **POWER REQUIRED:**
- **KEY REQUIRED:**
- **TYPE OF VEHICLES INCLUDED:**
- **ARE TENTS AND OTHER RELATED EQUIPMENT USED:**
- **IS WATER REQUIRED:**
- **OTHER:**

DISTRICT OF 100 MILE HOUSE

TERMS AND CONDITIONS OF EVENTS AND ACTIVITIES PERMIT

Interpretation

1. Unless defined in this Permit, all terms in this application are to be interpreted in accordance with the bylaw.

Fees

2. The Permittee shall pay the following fees to the District for the event at the time of the application for the Permit:
 - (a) a non-refundable booking fee
 - (b) a refundable damage deposit

in accordance with the fees set out in the current Fees and Charges Bylaw. The fees shall be paid by cash or certified cheque made payable to the District of 100 Mile House.

3. The damage deposit shall be refunded to the Permittee if the District is satisfied that there has been no damage to the Park property and that the Permit area has been cleaned and restored. The Permittee agrees that if, after inspection, the District determines that repairs to the Permit area or any other area of a park are necessary after the event, the damage deposit will be forfeited by the Permittee and may be used by the District to effect the necessary repairs. In the case of recognized sports leagues, the damage deposit shall be refundable at the end of the applicable sports season.

Term of Permit

4. This Permit shall be issued only for the date and time set out on the application and shall expire in accordance thereof.

Insurance

5. If required by the District, the Permittee shall obtain and maintain comprehensive general liability insurance including, without limitation, coverage for the indemnity provided herein, with an insurer and on terms satisfactory to the District. The District is to be included as a named insured when required. Prior to the issuance of this Permit, if so required, the Permittee shall deliver to the District evidence, in a form satisfactory to the District, that the Permittee has obtained comprehensive general liability insurance with inclusive limits of not less than \$2,000,000.00 per accident or occurrence including \$2,000,000.00 for bodily injury, death, property damage, economic loss and all other loss and damage affecting any persons or property arising out of or in any way connected with the event for which this Permit is issued.

Indemnity

6. The Permittee hereby releases, indemnifies and saves harmless the District and its members of Council, officers, servants, agents, employees and others from and against all costs, losses, damages, compensation, claims, demands, actions, judgments and expenses, including actual legal expenses, of every kind, description and nature

whatsoever, in any way connected with or arising from the event, in whole or in part, including but not limited to, any death or injury to persons or property loss or damage resulting from any acts or omissions or the Permittee, its directors, officers, employees, agents, contractors, subcontractors and others, or that would not have occurred but for the use or occupation of the Permit area by the Permittee or the Permittee's invitees.

Use of Permit Area

7. The Permittee shall conduct the event in the Permit area only. No other lands or premises in a park may be used by the Permittee for the event.
8. The permission granted to the Permittee in this Permit to use the Permit area for the event is personal and cannot be assigned, conveyed, transferred or alienated in any way to another individual, organization or corporation without the prior written consent of the Operations Supervisor.
9. The Permittee shall use the Permit area with care and in a manner that does not unreasonably interfere with or detract from the general public's enjoyment of the Permit area. The event shall not be conducted in a manner which is incompatible with public health, welfare, safety and recreation.
10. At all times that the event is in progress, two designated competent and trustworthy representatives of the Permittee must be present and responsible for the conduct of the event in accordance with the terms and conditions of this Permit.
11. The Permittee, or its designated representatives, shall advise all attendees of the event that they must adhere strictly to the terms and conditions of this Permit.
12. The Permittee shall not place any objects in or on any grass areas or fields without the prior written approval of the Operations Supervisor.
13. The Permittee shall leave all park property and natural park features in a neat, clean, tidy and undamaged condition. Failure to do so may result in an additional fee being levied for maintenance and repair, over and above forfeiture of the damage deposit. The Permittee, or its designated representatives, shall immediately report any damage to the park or Permit area to the Operations Supervisor.
14. The Permittee shall be responsible for ensuring that persons attending the event conduct themselves in an orderly manner and promptly comply with any instructions of any representative of the District in respect of the conduct of the event.
15. The Permittee represents and warrants that the event shall not include any violence, crime or disorderly conduct.
16. The Permittee shall be bound by all applicable bylaws, rules and regulations of the District as though the same rules and regulations were inserted in this Permit.
17. No person shall, in any park without prior approval from the Operations Supervisor:
 - (a) light fires unless under close supervision;
 - (b) engage in games of chance;
 - (c) erect tents or structures of any kind;
 - (d) sell, advertise, announce or display goods, wares or merchandise or carry on any commercial activity; or
 - (e) use any loudspeaker or amplifying device.

18. The Operations Supervisor may accept reservations of specific areas in a park in accordance with the following terms:
 - (a) applications for reservations shall be made at least seven days prior to the date for which the reservation is required.
19. If alcohol is to be served at an event, the following terms and conditions shall apply:
 - (a) the Permittee shall obtain the approval of Council prior to obtaining a special occasion liquor license from the Royal Canadian Mounted Police;
 - (b) all alcoholic beverages shall be served within the Permit area in an area enclosed by a double fence with a minimum of six feet separating one fence from the other. The fencing shall be installed by staff of the District and the Permittee agrees to pay a fee of \$100 for this fencing;
 - (c) the Permittee shall ensure that the entrance(s) into the area in which alcohol is to be served is controlled at all times by a sober, responsible adult;
 - (d) the Permittee shall comply with all provisions of the British Columbia Liquor Control and Licensing Act and attendant regulations;
 - (e) if the event is to continue past dusk, the Permittee shall ensure that the area is properly illuminated by electrical lights.
20. The Permittee shall ensure that all vehicles are parked only in designated parking areas. Vehicle parking in other areas must be authorized in advance by the Operations Supervisor.
21. The Permittee must conduct the event so as not to interfere with normal traffic flow on roadways within the Park. No roadway closures shall be permitted unless the Permittee obtains the prior written permission of the Operations Supervisor.
22. The Permittee shall comply with all provincial and federal statutory requirements applicable to the Permittee and its employees, servants or agents, in conducting the event.

General

23. The permission granted herein shall not be construed as creating an interest in land.
24. The Operations Supervisor may revoke this Permit without notice and without payment of any damages if the Permittee does not comply with the terms and conditions of this Permit or with any applicable legislation.
25. The Permittee must conduct the event as described herein and shall not deviate from this description or the terms and conditions of this Permit without the prior written consent of the Operations Supervisor.
26. This Permit shall be governed by and construed in accordance with the laws of the Province of British Columbia and the Permittee agrees to submit to the jurisdiction of the courts of British Columbia.

27. This Permit shall enure to the benefit of and be binding on the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.
28. The Permittee shall immediately notify the Operations Supervisor of the District if the event is cancelled and the Permittee does not intend to use the Permit.