



District of Port Edward

FACILITIES RENTAL AGREEMENT

THIS AGREEMENT IS MADE BETWEEN:

The Lessor:

THE DISTRICT OF PORT EDWARD

770 PACIFIC AVENUE

PO BOX 1100

PORT EDWARD, BC V0V 1G0

(hereinafter referred to as the “Municipality”)

AND

The Lessee:

(Person or Organization’s name)

(Contact Name – Please Print)

(Mailing Address)

(City, Province, Postal Code)

(Contact Phone No. Daytime)

(Contact No. Evening)

(Email Address)

(hereinafter referred to as the “Licensee”)

ON THIS _____ DAY OF _____, 20____

The facility requested for rental: _____

The date or period the rental is requested for: _____

The times the rental is requested for: _____

The purpose of the rental: _____



District of Port Edward

FACILITIES RENTAL AGREEMENT

TERMS AND REGULATIONS

READ BEFORE SIGNING

The licensee will:

- a) Be responsible for advising all attendees and will ensure that all attendees adhere strictly to all regulations posted and/or attached hereto. Failure to adhere to said regulations can result in this permit being revoked without refund of any fees paid.
- b) Provide a competent and trustworthy adult who will personally undertake to be responsible for the due observance of regulations governing the Premises.
- c) Exercise the greatest care in use of the facility and adjacent premises.
- d) Report all damage immediately to a Municipal Office at 250-628-3667.
- e) Be responsible for any damages incurred. Said damages to be paid firstly by the Licensee and/or their insurer.
- f) Use only the Premises or facility (e.g., kitchen, Public Address system, etc.) named in this Agreement.
- g) Not permit any other Group or Organization not named on this License to use said Premises without the authorization of the Administrator of the District of Port Edward.
- h) Be responsible for leaving the Premises clean. This shall include but not be limited to the wet-mopping of all floors, removing all garbage from inside and the areas just outside of the Community Centre's doors. If using the ball field ensure to use the garbage receptacles and ensure the field is clean after each use. Failure to do so may result in an additional fee levied for maintenance as per the District's charge out rate.
- i) Will not permit liquor on any Premises unless a Liquor License is in effect. A copy of said License shall be presented and attached to this agreement prior to use of said facility.

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- j) On District ball fields, provide washroom facilities, such as portable toilets.
- k) Adhere to Grass Premises Closures. Information may be obtained by call the District of Port Edward at 250-628-3667.
- l) Not use Grass Premises when closures are in effect.
- m) Not place objects in or on grass fields without first consulting with the Public Works.
- n) Call the District of Port Edward at 250-628-3667 and cancel the permit if you do not plan to use it.
- o) Pay all fees levied according to this agreement including but not limited to, costs associated to any breach of this agreement. Deposits will be returned after inspections are complete and after all keys are returned. Security deposit for the Community Center is \$250.00 and \$300.00 for the ball field.

Circle one: Community Centre/ Gym Ball Field

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WAIVER AND INDEMNITY CLAUSE

The Licensee accepts and will use the premises at their own risk and agrees that neither the District of Port Edward herein after referred to as the Municipality, nor their respective officers, employees, servants, agents, heirs successors and assigns have made any warranties or representations respecting the suitability or condition of the Premises. The Licensee further agrees that it will indemnify and save harmless the Municipality and their respective officers, employees, servants, agents, heirs, 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(s) or and actions(s) or proceedings(s) brought thereon arising directly or indirectly from or in connection with the granting of this License and use of the Premises.

Prior to execution of this license the licensee will obtain and maintain comprehensive general liability insurance including, without limitation, coverage for the indemnity provided herein, on terms satisfactory to the Municipality. The

Municipality is to be included as named insured. Such policy will be written on a comprehensive basis with inclusive limits not less the \$2,000,000 per occurrence including \$2,000,000 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 Municipality may require from time to time. The policy will contain a clause providing that the insurer will give the Municipality thirty (30) days prior written notice in the event of cancellation or material change. The licensee will provide the municipality with evidence of such insurance coverage in the Certificate of Insurance in a form satisfactory to the Municipality ten (10) days prior to the execution of said agreement.

It is the sole responsibility of the Licensee to determine what additional insurance coverages, if any, including but not limited to Workers Compensation and Participants Insurance, are necessary and advisable for its own protection and/or to fulfill its obligations under this contract. Any such additional insurance shall be maintained and

provided at the sole expense of the Licensee.

The Licensee understands and agrees that this Permit may be revoked or cancelled at any time with or without cause. The municipality will make every reasonable attempt to provide a minimum 48 hours notice of a cancellation to the Licensee.

The Applicant warrants and represents that if he/she executes this Application on behalf of a Group or Organization that the Applicant has sufficient power, authority and capacity to bind the Group or Organization with his/her signature.

The Licensee, in consideration of being granted permission to use the Premises agrees to be bound by the Terms and Regulations referred to above **and if the Applicant represents a Group or Organization, the Applicant agrees to inform all responsible official associated with the Group or Organization of the terms and Regulations and Waiver and Indemnity Clause.**

WITNESS

(Print Name)

Address

City, Province, Postal Code

Signed and Witnessed this _____ Day of

_____, 20____

(Signature of Licensee)

I have read the above and fully understand the Terms and Regulations and the Waiver and Indemnity Clauses and will comply with the said document

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