

City of West Kelowna Facility Rental Agreement

Whereas the Corporation of the City of West Kelowna (hereinafter called "the City") is the owner of the building and/or property. And whereas the Applicant has applied for a Permit to use and occupy the City property stated in the Permit (hereinafter called, the said premises).

Now therefore in consideration of the covenants, rents, conditions and agreements to be performed and observed by the Applicant. The City hereby grants to the Applicant a Permit to use and occupy the premise(s) stated in the Permit, for the sole purpose of the event(s) stated in the Permit.

FACILITY RULES

- * The Applicant shall use only those premises named in this Permit.
- * The Applicant shall ensure that all attendees adhere strictly to all rules and regulations posted and/or included in this Permit. Failure to adhere to, or comply with said 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 City.
- * The Applicant shall provide a competent and trustworthy adult who will undertake responsibility for the due observance of the rules and regulations governing the said premises.

PROTECTION OF PROPERTY AND PATRONS

- * 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 are to be paid firstly by the Applicant and/or their insurer. The Applicant shall report all damages to the Recreation Department at 778-797-8800.
- * The Applicant shall not allow any other person, group or organization not named in this Permit to use or occupy the said premises without authorization from the City.
- * The Applicant shall, at its own expense, return the premises to the condition the premises were in prior to the Applicant 's use and occupation.
- * The Applicant shall be responsible for the provision and cost of adequate security for the use of the said premises. Security shall include, protection of the public, property of the public and property of the City. The City 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.
- * The Applicant shall not do, suffer or allow to be done, any act or thing upon or to the said premises, which could constitute a nuisance to the occupiers of any lands or premises adjoining or in the vicinity of said premises or to the public generally.
- * 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.

RENTAL AND DAMAGE DEPOSIT

- * In order to secure a desired rental facility for a specific time and date, the Applicant may be required to pay a rental deposit at a rate provided by the City.
- * The Applicant shall, pay at the request of the City, a damage deposit. The amount of the damage deposit is at the discretion of the City and at a level established by staff based on risk, as security for any damages which may occur to the said premises as a result of the use and occupation authorized under this Permit. 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 City immediately upon written notice from the City.

ALCOHOL CONSUMPTION

- * The Applicant shall not allow any alcoholic beverages on or in the said premises unless a valid Permit

has been obtained under the Liquor Control and Licensing Act and with the expressed authorization of the City. The Applicant shall comply with all regulations under the British Columbia Liquor Control and Licensing Act.

* A copy of the Applicants approved liquor License shall be presented and attached to this 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 City shall be attached to this Permit prior to any use or occupation of the said premises.

CANCELLATION

* The Applicant shall contact the Recreation Department in writing or via email to cancel and/or amend any booking.

* For non-regular bookings greater than five hours in duration, cancellation in writing for functions must be received at least thirty (30) days in advance. If cancellation notification is received by the CWK less than thirty (30) days prior to the booking, the rental deposit will be forfeited.

* For non-regular bookings up to five hours in duration, cancellation in writing for functions must be received at least thirty (30) days in advance. If cancellation notification is received less than thirty (30) days prior to the booking, the rental deposit will be forfeited.

* The Applicant understands and agrees that the Permit may be revoked or cancelled, at any time, with or without cause, by the City. The City will make every reasonable attempt to provide a minimum 48 hours? notice of cancellation to the Applicant. The City will fully refund fees or reschedule in another suitable facility if possible.

* Cancellation by The City for agreement holders breach, without limiting other remedies available to The City, The City may cancel the Permit, prevent the renter from holding the event, or remove the renter from the facility during the event, and in each of these cases keep the damage deposit if the renter breaches any term or condition of the Permit.

* The City retains the right to reschedule any or all unused recreation facilities arising from a cancellation.

FACILITY SUITABILITY

* 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.

* 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 778-797-8800 of any condition that may render the premises or equipment unsafe for use.

* The Applicant may be allowed access to the said premises prior to the function or event authorized herein subject to the approval of the Parks, Recreation and Culture Department.

INDEMNIFICATION

* The Applicant agrees that it will indemnify and save harmless the City 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 Permit and the use and occupation of the said premises.

* The Applicant will be under no obligation to indemnify and save harmless the City against or in respect of any damages or judgment rendered against the City resulting from or arising out of any negligence or fault on the part of the City 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 City.

INSURANCE

* Prior to the granting of this Permit, the Applicant shall obtain and maintain comprehensive general liability insurance including, without limitation, coverage for the indemnity provided herein, on terms satisfactory to the City.

* 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 City may require from time to time. The policy shall contain a clause providing that the insurer will give the City thirty (30) days prior written notice in the event of cancellation or material change. The Applicant shall provide the City with evidence of such insurance coverage in the form of an executed copy of a Certificate of Insurance with the City named as additional insured, in a form satisfactory to the City ten (10) days prior to the granting of this Permit.

* 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 Permit. Any such additional insurance shall be maintained and provided at the sole expense of the Applicant.

OTHER REQUIREMENTS

* Applicants who are buying or selling products or services as part of their event, will need confirmation from the City as to whether a business license is required.

* It shall be the sole responsibility of the Applicant to obtain any licenses or tariffs and ensure compliance with all legal intellectual property requirements, including but not limited to compliance with the Canadian Copyright and Trade-marks acts, SOCAN regulations and all related requirements, the Applicant agrees to indemnify and save harmless the City and further compensate the City for any loss the City suffers or any Legal Costs incurred as a result of the failure.

RENTAL REGULATIONS

* All required fees must be paid in full prior to the start of the event and tentative bookings must provide confirmation of the booking sixty (60) days prior to the event.

* The renter shall not allow overcrowding by spectators and/or participants in excess of the limits set by the Fire Commissioner, and shall not allow blocking of hallways, exits or other means of egress.

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

* The City of West Kelowna assumes NO responsibility whatsoever for loss or damage to any personal property left on the premise.

ACCEPTANCE

I/We, the undersigned, hereby acknowledge and accept the stated Terms and Conditions for renting facilities from the City of West Kelowna.

Agreement Holder(s) Signature

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Lions CC Rental Rules

- All fire exits to be kept clear at all times.
- All chairs, tables and equipment are to be set-up by the Renter and returned to the proper location after the function. Refer to the information posted in each room as to how the room is to be left.
- Rectangle tables under the stage on the dollies
- Round tables stored ?top to top? in the storage room by room C
- Tables and chairs are NOT to be dragged across the hardwood floors. Dollies are available for use. Cost of repairs for damage to the floor will be charged back to the Renter.
- Chairs are not to be stacked more than 6 high.
- Kitchen is to be left clean and tidy and all dishes, pots, cutlery and glassware are to be washed and LEFT OUT ON THE COUNTER. Glassware to be run through the dishwasher with fresh/new water.

- Clean all used appliances ? microwave, oven, grill, grease trays, stovetop, refrigerators and dishwasher and remove all personal belongings.
- All broken dishes are to be reported to City Staff as soon as possible. Renter is responsible for all breakage and/or losses.
- Bag and remove all garbage and recycling and place in the refuse/recycling containers outside by the front left hand side of the building. Key is located in the kitchen by the coffee urns. DO NOT use the garbage and recycling out of the kitchen door, it is the neighbours
- All recyclable bottles and cans must be removed from the site by the Renter.
- If premises and/or kitchen and/or equipment are left in an untidy or improper condition/location additional charges for clean-up will be charged.
- All doors must be locked, lights off, washrooms checked and building alarm set upon leaving the building.
- SMOKING AND VAPING IN THE PREMISES IS STRICTLY PROHIBITED.
- The City of West Kelowna assumes NO responsibility whatsoever for loss or damage to any personal property left on the premise.
- No tape is to be used on the hardwood floors.
- No pins, tacks, screws or tape are to be used on the walls or floors. All hooks that are in the walls are to be left where they are and as they are.
- Renter and guests and persons on the premises with his/her permission must obey and abide by all posted instructions.
- Overnight camping in the parking lot is not permitted.
- Rentals must be paid in full prior to the event.
- Liquor permit is required and is the responsibility of the Renter to obtain. Submit to office prior to rental
- NO HELIUM BALLOONS, CANDLES, CONFETTI, GLITTER, SPARKLERS OR PYROTECHNICS are to be used on the premises.
- All fire suppression instructions in the kitchen must be read by each user of the kitchen.
- Walls are to be moved by staff only
- Sound system and projector items are located in the draw in the kitchen and in the cupboard on the stage.

Agreement Holder(s) Signature