

- The park shall remain open to the public.
- The stage shall not be used for any purpose other than that stated on the Permit.
- Use of the stage will be charged according to the current rates and fees schedule.
- No concerts/events shall extend beyond 9:00 pm or begin prior to 10:30 am.
- Entertainment sound levels are subject to the noise bylaw.
- Subject matter must be appropriate for a public park.
- The Municipality retains cancellation rights at any time if the permit conditions are not adhered to or if circumstances, such as an emergency requires it.
- The organizer shall ensure the safety of the stage and its equipment. If the facility or any item is damaged or missing, the organizer is responsible for replacement and or repair. Organizer shall not construct, erect or attach any fixture to the facility without Municipal approval.
- The organizer agrees to be present at the event and is responsible for participant conduct, maintaining the park in a clean condition and clean up.
- Signs or banners for advertising purposes are not permitted in HEL, HILEØ Park without approval from the District of Central Saanich.
- No sales (ie. collection of donations, activity or sale of goods) will be allowed in any part of HEL, HILEØ Park without written consent from the District of Central Saanich.
- Alcohol is not permitted on any premises unless a separate "Special Events Permit" is in effect. A copy of said permit shall be presented and attached to this permit; if applicable.
- The pathway adjacent to the stage will be used for the purposes of loading and unloading equipment only.
- Park and Facility booking: community.services@csaanich.ca
- Report all damages immediately to the **Facilities Department at 250-544-4224 option 2 (Mon-Fri 8:30am-4:30pm) or to the Central Saanich Police at 250-652-4441 (evenings & weekends).**

WAIVER AND INDEMNITY CLAUSE

The Lessee accepts and will use the Premises at their own risk and agrees that the District of Central Saanich, herein referred to as the Municipality, nor its respective officers, employees, servants, agents, heirs, successors and assigns have made any warranties or representations respecting the suitability or condition of the Premises. The Lessee further agrees that it will indemnify and save harmless the Municipality and its 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 any action(s) or proceeding(s) brought thereon arising directly or indirectly from or in connection with this granting of this permit and use of the Premises. Prior to the execution of this permit the Lessee 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 an additional insured. Such policy will be written on a comprehensive basis with inclusive limits of not less than \$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 Lessee will provide the Municipality with evidence of such insurance coverage in the form of an executed copy of a Certificate of Insurance in a form satisfactory to the Municipality ten (10) days prior to the execution of said permit.

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

The Lessee 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 Lessee.

The Applicant warrants and represents that if he/she executed 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 Lessee, 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 officials associated with the Group or Organization of the Terms and Regulations and Waiver and Indemnity Clause.

Updated: June 2025