

**DISTRICT PARKS ARE OPEN FOR PUBLIC USE FROM 6:00 A.M. TO 11:00 P.M. DAILY
PLEASE BE ADVISED THAT ACCESS GATES AND WASHROOMS WILL BE LOCKED DUSK TO DAWN**

The Lessee will:

- 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.
- provide a competent and trustworthy adult who will personally undertake to be responsible for the due observance of regulations governing the Facility.
- report all damage immediately to the Facilities Department at **250-544-4224 (Monday to Friday, 8:30 am to 4:30 pm) or to the Central Saanich Police at 250-652-4441 (evenings and weekends).**
- be responsible for any damages incurred. Said damages to be paid firstly by the Lessee and/or their insurer.
- be responsible for leaving the Facilities clean. Failure to do so may result in an additional fee levied for maintenance.
- not place objects (i.e./ volleyball nets, lawn darts, horseshoe stakes, tents and the like) in or on grass fields without approval.
- call 250-544-4224 Ext: 4413 and cancel the permit if you do not plan to use it.
- not permit liquor on any Premises unless a Special Event Permit is in effect. A copy of said permit shall be presented and attached to this agreement prior to use of said facility.
- pay all fees levied according to this agreement including but not limited to, costs associated to any breach of this agreement.
- not permit commercial sales at an event held within a District Park, unless authorized by Municipal Council to do so. Note: Food sales require approval from Island Health. For information call the local Health Officer at 250-519-3401.
- A Certificate of Insurance is **recommended** for all events and can be obtained through Municipal Insurance Association –visit: www.eventpolicy.ca.
A Certificate of Insurance is **REQUIRED** for: athletic events, corporate functions, functions with alcohol consumption, festivals, community celebrations, parades, concerts, and large events (30+ people). See Waiver and Indemnity below for details.

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 agreement.

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.