



City of Duncan Facility Use Agreement

Name **Organization**

Address: _____ **Phone:** _____

Facility Requesting: _____

Purpose of Facility Use: _____

Date Requesting Use: _____

Commencement Time: _____ **End Time:** _____

Map/sketch of location and layout of use (please attach): _____

Waiver and Indemnity Clause

The Licensee accepts and will use the premises at its own risk and agrees that the City of Duncan has made no warranties or representations respecting the suitability or condition of the premises. The Licensee further agrees that it will indemnify and save harmless the City of Duncan and its officers, employees, servants, agents, heirs, successors and assigns from and against any and all claims whatsoever, including all damages, liabilities, expense, 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 the granting of this agreement and use of the facility.

FACILITY USE AGREEMENT Rules Governing the Use of Facilities

1. The Licensee may not sublet any portion of the space contracted for without the written permission of the City of Duncan.
2. The Licensee will be responsible for all lost or damaged articles.
3. The Licensee will notify the City of Duncan of cancellation at least seventy-two (72) hours prior to the event. Otherwise, the Licensee will be required to pay the full amount of the applicable rental fee, if any.
4. The Licensee will provide evidence of liability insurance in the amount of Two Million Dollars (\$2,000,000) naming the City of Duncan as an additional insured.
5. The City of Duncan reserves the right to cancel or alter facility usage should conditions arise that necessitate scheduling changes.
6. The Licensee will not permit liquor on the premises, unless prior approval has been granted by the City of Duncan and a valid liquor license is in effect, and a copy of the liquor license has been presented to the City.
7. The Licensee agrees that in the event of any strike or lockout, the City of Duncan will not be held responsible or liable for providing said facility.
8. The Licensee is responsible for pick up of litter and debris during and after the event. If the licensee does not clean the facility to a standard acceptable by City staff, the Licensee will be charged the costs incurred by the City to clean the facilities.
9. The Licensee (including friends and spectators) using the facilities is expected to act in a considerate and sportsmanlike manner. Abusive language or inconsiderate behaviour, which is found to be objectionable may result in the cancellation of your facility use.
10. It is the responsibility of the Licensee to ensure the facilities are in good condition (free from glass, obstructions, etc.). If a hazard does exist please notify Public Works at 746-6126 (after hours 746-5321).

Applicant Signature

Date



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This Section For Officials Use Only

When this section is complete in its entirety, by all officials, the attached application is approved subject to the event being carried out in conformity with all Statutes, Bylaws, and council Policies in force in the City of Duncan, British Columbia and the following special conditions:

SPECIAL CONDITIONS (those with an X apply to this application)

- Arrange with a local rental company for barricades and signs for the facility use/event.
- Arrange to obtain from City Public Works barricades and signs for the facility use/event.
- Erect sufficient barricades and signs to control and safely direct pedestrians and/or traffic around the event.
- PROVIDE CERTIFIED TRAFFIC CONTROL PERSONNEL TO DIRECT TRAFFIC.**
Name of Traffic Controller _____ Phone # _____
- \$300.00 refundable maintenance deposit for cleanup. Sweep, wash, or otherwise clean up the venue once the event is complete for reimbursement. Receipt # _____

Public Works Approval (special conditions that may be required)

Date: _____ Approved: _____
(Director of Public Works)

Approval to Release Deposit Sign: _____ Date: _____

Risk Management Approval (required)

Copy of Liability Insurance (\$2,000,000.00 minimum) naming the city of Duncan as an additional insured, required by the Director of Finance

Date: _____ Approved/ Waived: _____
(Director of Finance or designate)

DBIA Notification Required? Yes No **Notification Provided?** Yes No

Approved by CAO or Director of Public Works. _____