



THIS AGREEMENT made this ___ day of _____, 20__.

BETWEEN: District of Invermere
Box 339
Invermere, B.C. V0A 1K0
(the “municipality”)

OF THE FIRST PART

AND:

Name of Renter

Mailing Address (the “Renter”)

OF THE SECOND PART

Name of Representative of the Renter where the Renter is a Company or Society

Mailing Address

Telephone

Email

The municipality owns the facilities and appurtenant grounds described as:

- ❖ Columbia Valley Centre
646 – 4th Street, Invermere, B.C.
- ❖ CPR Lodge
1620 - 4th Avenue, Invermere, B.C.
- ❖ Parks (including, but not limited to, Mount Nelson Athletic Park, Rotary Ball Park, Skatepark, Ball Diamonds, Play Fields)
- ❖ Open Space / Greenspace (including, but not limited to, Tunnacliffe Heights Park, Pynelogs Green Space, Pothole Park, Westside Park, Cartwright Street Park, Lions Park, Castlerock Park)
- ❖ Rotary Ball Park Concession
1720 – 4th Avenue, Invermere, B.C.
- ❖ MNAP Concession
1500 – 14th Street, Invermere, B.C.

THIS AGREEMENT WITNESSETH that in consideration of the covenants, agreements and payment hereinafter set forth, the parties hereto mutually covenant and agree as follows:

1. The municipality grants the Renter the right to use and occupy the following areas of the facility, concession, parks, or open space / greenspace known as:

- | | |
|---|--|
| <p>Facility:</p> <p><input type="checkbox"/> Columbia Valley Centre
 <input type="checkbox"/> Full Hall or <input type="checkbox"/> Half Hall
 <input type="checkbox"/> Rooftop
 <input type="checkbox"/> CPR Lodge</p> | <p>Concession:</p> <p><input type="checkbox"/> MNAP Concession</p> |
| <p>Park:</p> <p><input type="checkbox"/> Rotary Ball Park
 <input type="checkbox"/> Skatepark
 <input type="checkbox"/> MNAP Ball Diamonds (please specify)
 <input type="checkbox"/> "Volunteer" Field
 <input type="checkbox"/> "Canfor" Ball Field
 <input type="checkbox"/> MNAP Play Field (please specify)
 <input type="checkbox"/> "Max Helmer" Field
 <input type="checkbox"/> "Kootenay Savings" Ball Field
 <input type="checkbox"/> Other (please specify)</p> | <p>Open Space / Greenspace:</p> <p><input type="checkbox"/> Pothole Park
 <input type="checkbox"/> CPR Lodge Green Space
 <input type="checkbox"/> Cartwright Street Park
 <input type="checkbox"/> Castlerock Park
 <input type="checkbox"/> Pynelogs Green Space
 <input type="checkbox"/> Westside Park
 <input type="checkbox"/> Lions Park
 <input type="checkbox"/> Tunnacliffe Heights Park
 <input type="checkbox"/> Other (please specify)</p> |

**** PLEASE BE ADVISED THAT THERE IS NO DRIVING OR PARKING OF VEHICLES ON ANY GREENSPACE****

For the following purpose(s) only:

The terms of this agreement shall be:

DATE	ACCESS TIMES	DESCRIPTION	RATE	COST
SUB TOTAL:				
APPLICABLE TAX (10702 1271RT0001) – GST 5%:				
SUB-TOTAL (after tax):				
INSURANCE (IF PURCHASED THROUGH THE MUNICIPALITY):				
TOTAL AMOUNT:				
DAMAGE AND CLEAN-UP DEPOSIT (SEPARATE CHEQUE PLEASE):				

Please choose: After the event, do you want the damage deposit cheque **shredded** **or** returned via **mail** **or** kept on **file** ? PLEASE INITIAL

Full Payment of rental fees required to secure booking

CANCELLATION

2. The Renter covenants to pay the municipality for the rights of use and occupation hereby granted, the sum(s) indicated and payable as indicated, plus an appropriate damage and clean-up deposit; which will be refunded on condition that the Renter satisfactorily completes and complies with the terms of this Agreement. In order to receive a full refund for cancellation, notice of the cancellation must be received a minimum 30 days prior to the booking. Cancellation less than 30 days prior to the booking will be refunded 50% of total charge. Cancellation less than 48 hours prior to the booking are not eligible for any refund.

LICENSES, FEES,
BYLAWS

3. The Renter shall not exchange, assign, broker, or sublet a facility or park use space to any other group or person without the prior written permission of the municipality.
4. The Renter covenants to obtain all licences, permits and insurance, and pay all fees, taxes, or any other charges whatsoever which may arise from the use and occupation by the Renter, and to carry out and comply with all the bylaws, ordinances, regulations, and statutes of any authority having jurisdiction. The municipality is not held responsible for such and may impose such to the Renter in the event of their failure to comply. The municipality is held harmless in these cases.

DECOR

5. (a) The Renter shall not use, maintain, repair, or change any equipment on or pertaining to the facility (i.e. lights, public address system, concession equipment) without prior written authority from the municipality).
- (b) The Renter shall not construct, erect, or attach any fixtures *or decorations* of any kind to any part of the facility without prior written consent of the municipality, and if so erected, the Renter covenants to remove the same and restore and leave the facility in the same condition in which the facility was at the time the Renter entered into occupation.

NOISE

6. The Renter shall not contravene any provisions of "Noise Control Bylaw No. 1117, 2002". An excerpt from the said Bylaw follows:

"General Regulations

- (a) No Person in the District shall make or cause, or permit to be made or caused, any noise in or on a public or private place which unreasonably disturbs or tends to unreasonably disturb the quiet, peace, rest, enjoyment, comfort, or convenience of any person or persons in the neighbourhood or vicinity.
- (b) No person in the District being the owner, tenant, or occupier of real property in the District shall allow or permit such real property to be used so that noise or sound which occurs thereon or emanates therefrom, unreasonably disturbs or tends to unreasonably disturb the quiet, peace, rest, enjoyment, comfort, or convenience of any person or persons in the neighbourhood or vicinity.
- (c) No person in the District shall play or operate any radio, stereophonic equipment, or other instrument, or any apparatus for the production or amplification of sound, either in or on private premises in the District or in any public place in the District in such a manner as to unreasonably disturb the quiet, peace, rest, enjoyment, comfort, or convenience of the neighbourhood or of persons in the vicinity."

7. The municipality is in no way or manner whatsoever allowing or permitting the facility or park use space to be used so that noise or sound which occurs thereon or emanates therefrom, disturbs, or tends to disturb the quiet, peace, rest, enjoyment, comfort, or convenience of any person or persons in the neighbourhood or vicinity.

ALCOHOL

8. Alcoholic beverages may only be consumed in a facility but only if a lawful licence has been issued by the appropriate authority. Unless an earlier time is stipulated in a special occasion permit, the Renter agrees to terminate the sale of all alcoholic beverages by 1:30 a.m. and to have the facility clear of all persons by 2:00 a.m.

RESPONSIBLE SUPERVISOR

9. The Renter covenants to provide a responsible and accountable adult whenever the facility is used, and such supervisor shall remain with the group during the entire occupancy period. Further such adult will ensure that unauthorized persons are not allowed into the facility, that the building is secured, and the facility is left in an undamaged and reasonably clean and tidy condition.

10. The Renter agrees to permit the janitor, municipal staff, and other persons as may be agreed on, to enter the facility for the purpose of inspection, maintenance, repair supervision, and cleaning.

ACCESS TIMES

11. All time slots cover actual time in the facility. Additional rent will be charged against groups staying beyond the allotted time.

RULES & REGULATIONS

12. The renter agrees to conform to all facility regulations.

13. The Renter may only use those portions of the facility specified in this Agreement.

DAMAGE

14. In the event of any damage to the facility, furniture, fixtures, or equipment during the Renter's occupation of the facility; the Renter hereby agrees to pay the municipality as follows:
(a) The total cost of repairing and restoring any damage thereto which may be done, and/or
(b) The full value of any furnishings, fittings, and equipment which may be missing or damaged beyond repair.

Any amount payable under this section, in excess of the damage and clean-up deposit provided for herein, shall be due and owing at the end of the rental period set out in this Agreement.

DOI CANCELLATION

15. The Renter understands and agrees that the municipality reserves the right to cancel this Agreement at any time, with or without cause. The municipality will make every reasonable attempt to provide a minimum 48 hours prior notice of a cancellation to the Renter.

16. Any violation by the Renter of the terms outlined in the facility regulations may result in immediate cancellation of this Agreement.

17. In addition to other possible causes of contractual frustration, in the event of a closure of the premises as a direct or indirect result of any strike, work stoppage, or other form of labour dispute, natural disaster, or any other cause beyond control of the municipality, or any lock-out by the municipality; this Agreement will be deemed to be frustrated and the municipality is relieved from performance of this Agreement for the duration of such closure, and the municipality shall not be liable to the Renter for any damages that the Renter may suffer as a result, and the Renter shall save harmless the municipality from any claim brought by any

person resulting from any arrangements with the Renter for any use of the facility or park use space.

The Renter will:

**RESPONSIBILITY
TO INFORM**

- (a) Be responsible for advising all attendees and will ensure that all attendees adhere strictly to all regulations posted in the facility and/or attached hereto. Failure to adhere to said regulations can result in this Agreement 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 the regulations governing the facility or park use space.
- (c) Exercise the greatest care in use of the facility and/or park use space and adjacent premises.
- (d) Report all damage immediately to 250-342-9281 or info@invermere.net.
- (e) Be responsible for any damages incurred. Said damages to be paid firstly by the Renter and/or his insurer.
- (f) Use only the portions of the facility or park use space named in this Agreement.
- (g) Not permit any other group or organization not named on this Agreement to use the facility or park use space without the written authorization of the municipality.
- (h) Be responsible for leaving the facility or park use space clean. Failure to do so may result in an additional fee levied for maintenance.
- (i) Not place objects in or on grass fields without first consulting with the Parks Department (due to underground irrigation systems.)
- (j) Contact the municipal office at 250-342-9281 and cancel this Agreement if you do not plan to use it.
- (k) Will not permit liquor or beer on or about the facility unless a liquor permit is in effect. A copy of said permit is to be presented and attached to this Agreement prior to use of said facility and is to be posted during the event in the service area.
- (l) Pay all fees levied according to this Agreement including but not limited to, costs associated to any breach of this Agreement.

Please read and sign next page →



REPRESENTATIVE OF
AN ORGANIZATION

Where this Agreement is executed on behalf of a group or organization, the representative of the Renter warrants and represents that they have sufficient power, authority, and capacity to bind the group or organization with their signature.

The Renter, in consideration of being granted permission to use the facility or park space, agrees to be bound by the Terms and Regulations referred to above, and if the Renter is a group or organization, the representative of the Renter agrees to inform all responsible officials associated with the group or organization of the terms of this Agreement and the Waiver and Indemnity Clauses.

IN WITNESS THEREOF the parties hereto have hereunto set their hands the day and year first above written.

Renter

Per: _____
(print name)

(signature)

READ BEFORE SIGNING

WAIVER AND INDEMNITY CLAUSES

The Licensee shall indemnify and save harmless the District and their respective elected officials, officers, councillors, employees, contractors and agents, and their respective heirs, executors, administrators, and successors (collectively, the "Indemnitees"), from and against all claims and demands whatsoever (including all legal costs incurred by any of them in defending any such claims and demands) arising directly or indirectly out of this Agreement or occurring during the use of the Facility by the Licensee, its invitees or any one authorized by the Licensee to use the Facility. The Licensee will be under no obligation to indemnify and save harmless the Indemnitees against or in respect of any damages or judgement rendered against the Indemnitees resulting from or arising out of any negligence or fault on the part of the Indemnitees with respect to the maintenance or condition of the Facility to the extent that the damage, loss for injury was caused or occasioned by the negligence of the Indemnitees.

Signed this _____ day of _____, 20_____.

Signature of Renter / Representative

I have read and fully understand the Waiver and Indemnity Clauses and will comply with the stated provisions.