

### APPLICANT INFORMATION

Name:	Organization:
Mailing Address:	City: <span style="float: right; border-bottom: 1px solid black;">Postal code:</span>
Phone No:	Email:

Personal information you provide on this form is collected pursuant to section 26 of the *Freedom of Information and Protection of Privacy Act* and will only be used for the purpose of processing this application. Your personal information will not be released except in accordance with the *Freedom of Information and Protection of Privacy Act*. Questions about the collection of your personal information may be referred to the Corporate Services Coordinator by email: [duncan@duncan.ca](mailto:duncan@duncan.ca) or phone: 250-746-6126.

### FACILITY USE INFORMATION

Event Name:			
Date of Event:	Set Up Time <i>(if applicable)</i> :		
Event Start Time:	Event End Time:	No. of Participants:	
<input type="checkbox"/> Charles Hoey Park	<input type="checkbox"/> Centennial Park	<input type="checkbox"/> McAdam Park	<input type="checkbox"/> Rotary Park

Event Description:

**Please include the following with your application:**

Map / Sketch of Location and Layout of Use:	<i>ATTACHED (Mandatory)</i>	<input type="checkbox"/>	Yes
Liability Insurance (\$2,000,000):	<i>ATTACHED (Mandatory)</i>	<input type="checkbox"/>	Yes
\$300 Damage Deposit (MS-DAMDEP)	<i>ATTACHED (Mandatory)</i>	<input type="checkbox"/>	Yes
\$50 Permit Fee (MS-OPERM)	<i>ATTACHED (Unless non-profit society)</i>	<input type="checkbox"/>	Yes

### WAIVER AND INDEMNITY CLAUSE

The applicant 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 applicant 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, 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 the granting of this agreement and use of the facility.

The applicant agrees to conform to all Bylaws and Policies of the City of Duncan presently in force and to such special conditions, restrictions and regulations as contained in the attached schedule **and to such further special conditions as may be imposed by the Director of Public Works**, in the conduct of the event. The applicant must provide proof of liability insurance naming the City of Duncan as an additional insured party in the amount of two million (\$2,000,000) per occurrence. The applicant further agrees to save the City of Duncan harmless against all manner of actions, claims, debts, judgements, costs, and expenses of any kind whatsoever which may be made against the said City in consequence of and incidental to the granting of a Facility Use Agreement.

\_\_\_\_\_  
**APPLICANT SIGNATURE**

\_\_\_\_\_  
**DATE**

### RULES GOVERNING THE USE OF FACILITIES

1. The applicant may not sublet any portion of the space contracted for without the written permission of the City of Duncan.
2. The applicant will be responsible for all lost or damaged articles.
3. The applicant will notify the City of Duncan of cancellation at least seventy-two (72) hours prior to the event. Otherwise, the applicant will be required to pay the full amount of the applicable rental fee, if any.
4. The City of Duncan reserves the right to cancel or alter facility usage.
5. The applicant will not permit liquor on the premises, unless prior approval has been granted by the City of Duncan and a valid liquor licence is in effect, and a copy of the liquor licence has been presented to the City.

### RULES GOVERNING THE USE OF FACILITIES CON'T

6. The applicant agrees that in the event of any strike or lockout, the City of Duncan will not be held responsible or liable for providing access to said facility.
7. The applicant is responsible for pick-up of litter and debris during and after the event. If the applicant does not clean the facility to a standard acceptable to City staff, the applicant will be charged the costs incurred by the City to clean the facilities.
8. The applicant (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.
9. It is the responsibility of the applicant to ensure the facilities are in good condition (free from glass, obstructions, etc.). If a hazard does exist please notify Public Works at 250-746-5321.

### OFFICE USE ONLY

**File No.: 0860-02**

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

- Arrange with a local rental company for barricades and signs for the facility use/event.
- Arrange with a local rental company for 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.

### ADDITIONAL SPECIAL CONDITIONS

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### PUBLIC WORKS APPROVAL

\_\_\_\_\_  
DIRECTOR OF PUBLIC WORKS SIGNATURE

\_\_\_\_\_  
DATE

### RISK MANAGEMENT APPROVAL / WAIVEMENT

\_\_\_\_\_  
DIRECTOR OF FINANCE

\_\_\_\_\_  
DATE

### FINAL APPROVAL

\_\_\_\_\_  
CHIEF ADMINISTRATIVE OFFICER SIGNATURE

\_\_\_\_\_  
DATE

### NOTIFICATION

- DBIAS  
  Transit  
  RCMP  
  Ambulance  
  Fire Depts.  
  Press  
  Taxi Companies

Notification Provided On: \_\_\_\_\_

Notification Provided By: \_\_\_\_\_