



# VILLAGE OF BELCARRA

*"Between Forest and Sea"*

4084 BEDWELL BAY ROAD, BELCARRA, B.C. V3H 4P8

TELEPHONE 604-937-4100 FAX 604-939-5034

belcarra@belcarra.ca • www.belcarra.ca



## Permit to Use or Occupy Municipal Buildings or Lands Checklist

This list has been compiled to assist the Applicant in ensuring all the requirements associated with Occupying Municipal Buildings or Lands are met.

Please contact the Municipal Hall office if you have any questions or require any further clarification on the requirements and guidelines.

Application Permit to Use or Occupy Municipal Buildings or Lands	<input type="checkbox"/>
Permit to Use or Occupy Municipal Buildings or Lands	<input type="checkbox"/>
Rental Application Fee	<input type="checkbox"/>
Refundable Security/Damage Deposit	<input type="checkbox"/>
Hall Rental Fee	<input type="checkbox"/>
Release of Liability, Waiver of Claims, and Indemnity Agreement	<input type="checkbox"/>
An Application to use Kitchen/Concession must be completed by Applicant and approved by the Fraser Health Authority in instances where food will be served (application is attached if applicable)	<input type="checkbox"/>
Special Occasion License may need to be obtained through the Liquor Control & Licensing Branch in instances where alcohol will be served. Please refer to: <a href="http://www.hsd.gov.bc.ca/lclb/apply/special/">http://www.hsd.gov.bc.ca/lclb/apply/special/</a> or 1-866-209-2111 for more information.	<input type="checkbox"/>
Liability Insurance Certificate is required with all rentals of Municipal Buildings or Lands. Please refer to SBC Insurance's website: <a href="http://www.sbcinsurance.com/Images/SBCinsur_speceventapp.pdf">http://www.sbcinsurance.com/Images/SBCinsur_speceventapp.pdf</a> or contact them at (604) 737-3018 for more information on rates, etc. (application is attached)	<input type="checkbox"/>



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## Application Permit to Use or Occupy Municipal Buildings or Lands

THIS PERMIT ISSUED \_\_\_\_\_ DAY OF \_\_\_\_\_

TO: \_\_\_\_\_

(HEREINAFTER CALLED "the Applicant")

WHEREAS the applicant has applied for a permit to use and occupy the Municipal Buildings or Land;

NOW THEREFORE in consideration of the covenants, rents, conditions and agreements to be preformed and observed by the applicant;

1. The Village hereby grants to the applicant a Permit to use and occupy the said premises on \_\_\_\_\_, \_\_\_\_\_ between the hours of \_\_\_\_\_ and for the sole purpose of \_\_\_\_\_ (the event).
2. This permit is for the use of those portions of the facility listed in section 1 and for no other portion or portions of the facility.

### Fees and Security

3. The applicant will pay \$\_\_\_\_\_ fee per the Fees and Charges Bylaw No. 400, 2008 as amended.
4. The applicant will pay a damage deposit in the amount of \$\_\_\_\_\_ and will adhere to the schedule of fees as administered in the Fees and Charges Bylaw.
5. The applicant acknowledges and agrees that the Village will not reserve the Facility or any portion of it until the permit fee and damage deposit have been paid. A damage deposit is security for any damages which may occur to the said premises as a result of the use and occupation authorized under this permit. The damage deposit will be returned upon inspection of the facilities after the event. Should such damage deposit, or any balance thereof not be used, it shall be refunded to the applicant.
6. The applicant shall ensure that all attendees adhere strictly to all rules regulations posted and or included in this Permit and to advise all attendees accordingly. Failure to adhere to, or comply with said rules and regulations may result in the termination of this Permit without refund of any fees paid and may include invoicing of penalties and / or additional costs incurred by the Village.
7. The applicant shall exercise the greatest care in the use and occupation of the said premise and adjacent facilities and shall provide a competent and trustworthy adult who

- will personally undertake to be responsible for the due observance of the rules and regulations governing said premise.
8. The applicant shall report all damages to the Municipal Administrative Officer at 604-937-4100.
  9. The applicant shall be responsible for all damages to the facility and the property caused as a result of the use and occupation thereof by the applicant or its agents, employees, invitees and attendees. The Village will offset the cost of repairing any such damage against the damage deposit and shall have a claim against the applicant for any damages or costs in excess of the damage deposit.
  10. The applicant shall not permit any other person, group or organization not named in this permit to use or occupy the said premises without authorization from the Village. authorization granted by the Village shall be attached to this permit prior to any use or occupation of the said premises by any other person, group or organization.
  12. The applicant shall, at its own expense, within 4 hours of the expiration of the use and occupation of the said premises return the facility and the property to the condition that the facility and the property were in prior to the applicant(s) use and occupation. If after inspection by the Village, the facility and the property are determined by the Village, in its discretion to be in the condition they were in prior to the applicants use and occupation, the damage deposit will be returned to the applicant.
  13. Improper clean-up following function will result in additional fees, as per Fees and Charges Bylaw.
  14. The applicant shall be responsible for and shall pay for providing adequate security including any costs for providing adequate security, for the use and occupation of the said premises, including, but not limited to, persons at the door, off duty police, auxiliary fire fighters or other personnel for the protection of the public, property of the public and property of the Village. The security arrangement must be approved by the Village prior to the event.
  15. All applicants shall, prior to the use and occupation of the said premises, purchase \$2,000,000 liability insurance naming the Village of Belcarra as an additional insured. Prior to the granting of this Permit, the applicant shall obtain and maintain comprehensive general liability insurance including without limitation, coverage for the for the indemnity provided herein, on terms satisfactory to the Village. The Village shall be included as named insured. Such policy shall 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 and shall stipulate that the insurer will give the Village thirty (30) days prior written notice in the event of cancellation or material change. The applicant shall provide the Village with evidence of such insurance coverage in form of an executed copy of a certificate of insurance in a form satisfactory to the Village.
  16. The applicant agrees that it will indemnify and save harmless the Village and its directors, officers, employees, servants, agents, successors and assigns from and against any and all claim whatsoever including all damages, liabilities, expenses, costs, including legal or other fees incurred in respect of any such claim or any cause or proceeding brought thereon arising directly or indirectly from or in connection with the granting of this Permit or the use and occupation of the facility or the property by the applicant, its agents, employees, invitees, and attendees, save that the applicant will be under no obligation to indemnify and save harmless the Village against or in respect of any damage , loss or injury from or arising out of any negligence or condition of the

premises provided that the damage, loss or injury was caused or occasioned by the sole negligence of the Village.

17. It shall be the sole responsibility of the applicant to determine what additional insurance coverage, if any, including but not limited to workers compensation, and participants insurance, are necessary and advisable for its own protection and/or to fulfill its obligations under this permit . Any such additional insurance shall be maintained and provided at the sole expense of the applicant.

### **Food and Beverages**

18. A Municipal Property "Permit to Use or Occupy Municipal Buildings or Lands" is only an approval to use or occupy the Municipal Property and carries no entitlement for food or beverage supplies.
19. The applicant shall not permit liquor, beer or any other alcoholic beverages on or in the said facility or the property unless a valid permit has been obtained under the Liquor Control and Permit Act and the expressed authorization of the Village. Authorization granted by the Village shall not relieve the applicant from any legal obligations and/or requirements. A copy of the applicant's approved liquor permit shall be presented and attached to this Permit including evidence of the applicant's comprehensive liability insurance with extended coverage to include "Host Liquor Liability", prior to any use or occupation of the said premises. Authorization granted by the Village shall be attached to this Permit prior to any use or occupation of the said premises.
20. The applicant shall comply with the British Columbia Liquor Control and Licensing Act including all regulations.
21. All liquor sold during an event must be approved pursuant to the Liquor Control and Licensing Act and a Serving it Right server must be present during the event.
22. Consumption of alcohol outside the hall is not permitted. Consumption of alcohol by minors is strictly prohibited.
23. The applicant shall be required to obtain a valid Temporary Use Permit from the Fraser Health Authority under the Food Premises Regulation prior to any use or occupation of the said premises.
24. Food catering and/or the use of privately supplied cooking appliances may be permitted by the Municipality if approved by the Fraser Health Authority and the Superintendent of Public Works.
25. Food brought onto the premises is limited to the preparation, warming and serving of food items; the cooking of food is not permitted in municipal buildings.

### **Rental Conditions**

26. The applicant shall contact the Village office at 604-937-4100 to cancel any reservation. All reservation cancellations must be made at least 2 weeks (14 days) prior to the date of the event; otherwise the applicant must pay a cancellation fee of equal to 75% of the rental fee.
27. The applicant understands and agrees that the Permit may be revoked or cancelled, at any time, with or without cause, by the Village. The Village will make every reasonable attempt to provide a minimum 48 hours notice of cancellation to the applicant.
28. The applicant agrees that it is the sole responsibility of the applicant to determine the suitability of the premises for its intended use and occupancy.

29. Before every event the applicant shall inspect the facility, the equipment and all appurtenances located therein, and shall, forthwith notify the Village of any condition that may render the facility or equipment unsafe for use.
30. The applicant may be permitted to access the facility prior to the function or event authorized herein subject to the approval of the Municipal Administrative Officer.
31. All persons and/or organizations using Municipal Property must not disrupt the day-to-day business operation of the Municipal Property, unless otherwise specified in the "Permit to Use or Occupy Municipal Buildings or Lands". Disruption of the day to day business of the Municipality may result in additional disruption costs as noted within the Fees and Charges Bylaw.
32. The Village of Belcarra will not be held responsible for loss of use or inconvenience, as a result of a loss of BC Hydro electricity, potable water, road closures, severe weather conditions or other natural acts or closures imposed by other jurisdictions with authority.
33. The Village of Belcarra will not be held responsible for theft or loss of property as a result of a parking vehicles or personal property left in or on Municipal Property.
34. The dispersion of confetti, rice, aerosol string, grains, glitter or other similar small ceremonial or celebratory materials within Municipal Property is prohibited.
35. Smoking is prohibited in all indoor areas of the Municipal Hall building.
36. The applicant shall not do, suffer or permit to be done any act or thing upon or to the said premises which will or would constitute a nuisance to the occupiers of any lands or premises adjoining or in the vicinity of said premises or to the public generally.
37. The applicant shall observe, perform, and comply with the requirements of every applicable bylaw, statute, regulation or ordinance and with every applicable regulation or order with respect to the condition, maintenance, use or occupation of the said premises and nay furniture, equipment, supplies, materials or articles located therein.
38. The applicant, its employees, its directors, agents, servants, officers, and /or volunteers shall not be deemed to be employees, agents, servants, and or volunteers of the Village.
39. The applicant acknowledges that the Village notifies the RCMP of all functions in the Municipal Buildings or Lands. The RCMP will do periodic patrols of the area.
40. This agreement constitutes the full agreement between the applicant and the Village.
41. This agreement will endure to the benefit of and be binding on the parties hereto and its respective heirs, executors, administrators, other legal representation, successors, and assignees.
42. This agreement shall be governed by and interpreted in accordance with the laws of the province of British Columbia.
43. The applicant warrants and represents that if he/she signs this permit on behalf of a group or organization, the applicant has sufficient power, authority and capacity to bind the group or organization with his/her signature.

I have read the above and fully understand the terms and conditions and regulations contained herein and will comply with the said Permit.

Signature of Witness	Signature of Applicant
Name	Name of Applicant / Group
Address	Address of Applicant / Group
Telephone Number	Telephone Number

*Freedom of Information and Protection of Privacy Act Notification:* The information on this form is collected under the general authority of the Local Government Act. It is related directly, required and used by the Village of Belcarra, to administer the Permit to Use or Occupy Municipal Buildings or Lands process. The access and privacy provisions of the *Freedom of Information and Protection of Privacy Act* apply to the information collected on this form. Please contact the Information and Privacy Officer at 604-937-4100 if you have any questions.



## VILLAGE OF BELCARRA

# PERMIT TO USE OR OCCUPY MUNICIPAL BUILDINGS OR LANDS

Issued this \_\_\_\_\_ day of \_\_\_\_\_, 20

Permit Issued to: \_\_\_\_\_

Permit # \_\_\_\_\_

\_\_\_\_\_  
Signature of Authorized Municipal Staff

## Schedule 7 – Municipal Property Rentals

<b><u>Permit to Use or Occupy Municipal Buildings or Lands</u></b>	
<b>Description</b>	<b>Fee</b>
Rental Application fee	\$50.00 (non-refundable)
Security deposit	\$500.00 min (or 4 times the rental rate)
Cancellation of an issued rental permit	75% of the rental fee
Disruption of Municipal Office use due to rental	\$200.00 per hour
Assembly hall / Council Chamber	\$150.00 per 8 hours + 4hr. set-up and clean-up
Assembly hall / Council chambers pre/post setup/clean-up	\$25.00 per additional hour.
Municipal Offices	\$500.00 for 4 hours
Municipal parking lot (if not part of assembly hall booking)	\$150.00 for 4 hours
Public Works Yard	\$150.00 for 4 hours
Public Works Building	\$150.00 for 4 hours
Recycle Depot	\$800.00 for 4 hours + costs to supply temporary containers + 20 % overhead
Municipal property or leased lands not referenced above	\$0.10 per square meter per 24hours
<b>Clean-up or Repairs after Rental Use</b>	
Janitorial services clean-up	\$50.00
Municipal staff clean-up	\$29.00 per hour per staff member
Contracted clean-up	Invoiced cost + 20% overhead
Damage repairs done by staff	Per Schedule 5
Contracted damage repair	Invoiced cost + 20% overhead
Contracted security	Invoiced cost + 20% overhead
Repair supplies or replacement items	Invoiced cost + 20% overhead
Use of municipal equipment	Per Schedule 5
Other contracted costs	Invoiced Cost + 20% overhead



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## RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE

**PLEASE READ CAREFULLY!**

To: Village of Belcarra

Name: \_\_\_\_\_  
(Last) (First)

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ Province: \_\_\_\_\_ Postal Code \_\_\_\_\_

Telephone Number: \_\_\_\_\_

In consideration of the Village of Belcarra accepting my application for a Application Permit To Use Or Occupy Municipal Buildings Or Land permitting my use of its facilities (hereinafter referred to as "the Village property"), I hereby agree as follows:

1. To waive any and all claims that I have or may in future have against the Village of Belcarra, and its directors, officers, employees, agents and representatives, (all of whom are hereinafter collectively referred to as "the Releasees") and to release the Releasees from any and all liability for any loss, damage, expense or injury including death that I may suffer or that any person attending my private function may suffer as a result of my use of the Village property due to any cause whatsoever, including negligence, breach of contract, or breach of any statutory or other duty of care, including any duty of care owed under the Occupiers Liability Act, R.S.B.C. 1996, C. 337, on the part of the Releasees.
2. The applicant agrees that it will indemnify and save harmless the Village of Belcarra and its directors, officers, employees, servants, agents, successors and assigns from any against and all claims whatsoever including all damages, liabilities, expenses, costs, including legal or other fees incurred in respect of any such claim, or any cause or proceeding brought thereon arising directly or indirectly from or in connection with the granting of this Application Permit or the use and occupation of the facility of the property by the applicant, its agents, employees, invitees and attendees, save that the applicant will be under no obligation to indemnify and save harmless the Village of Belcarra against or in respect of any damage, loss or injury from or arising out of any negligence or fault on the part of the Village of Belcarra in conjunction with he maintenance or condition of the premises provided that the damage, loss or injury was caused or occasioned by the sole negligence of the Village of Belcarra.



Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement

3. This agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity.
4. This agreement shall be governed by and interpreted in accordance with the laws of the Province of British Columbia, and
5. Any litigation involving the parties to this agreement shall be brought with the Province of British Columbia.

In entering into this Agreement I am not relying upon any oral or written representation or statements made by the Releasees other than what is set forth in the agreement.

**I have read and understand this agreement and I am aware that by signing this agreement I am waiving certain legal rights which I or my heirs, next of kin, executors, administrators, assigns and representatives may have against the Releasees.**

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 20

Signature of Witness	Signature of Applicant
Print Name	Print Name



**APPLICATION TO USE KITCHEN / CONCESSION**

1. Name of Applicant/Organization: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Phone: (Day) \_\_\_\_\_ Fax: \_\_\_\_\_  
Address: \_\_\_\_\_ Postal Code: \_\_\_\_\_  
Date of Event: \_\_\_\_\_ Number of Guests Expected: \_\_\_\_\_  
 Private (Wedding, Birthday etc)  
Name of Premises: \_\_\_\_\_ Type of Event:  Public (Dance, Fundraisers etc)  
Address: \_\_\_\_\_

2. Is this event to be catered by a licensed caterer?  Yes  No  
If yes, name of caterer: \_\_\_\_\_ Phone: \_\_\_\_\_  
Address: \_\_\_\_\_

If no, please complete the following:

	Menu	Source of Food	Preparation: When	Preparation: Where
HOT FOOD				
COLD FOOD				

3. Is there a FoodSafe trained person on location?  Yes  No Name: \_\_\_\_\_

4. Please indicate how you would like the application be returned:  Mail  Pick-Up  Fax # \_\_\_\_\_

Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

**\*\* NOTE: A TWO WEEK MINIMUM LEAD TIME IS REQUIRED**

**OFFICE USE ONLY**

Private Event (does not require health approval).  
 Approval Granted – Interim operating permit valid (date(s): \_\_\_\_\_)  
 Approval Not Granted  
Environmental Health Officer: \_\_\_\_\_ Date: \_\_\_\_\_

**Please return to:** ▶ Fraser Health Authority  
Health Protection  
300 – 205 Newport Drive, Port Moody, BC V3H 5C9

Phone: (604)949-7700  
Fax: (604)949-7706

**SBC Insurance  
Agencies Ltd.**  
507-1367 W Broadway  
Vancouver, BC  
Canada, V6H 4A9

Tel: (604) 737.3018  
Fax: (604) 737.3076  
Toll: 1.877.992.2288  
www.sbcinsurance.com

# Special Events Liability Insurance Application



**SBC INSURANCE**

1. Name of Applicant / Name of Insured:

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2. Street Address:

City/Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_

3. Contact Name:

Telephone: (     ) \_\_\_\_\_ Facsimile: \_\_\_\_\_

4. Describe Event:

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5. Location of Event:

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6. Effective Date :

From \_\_\_\_\_ Time \_\_\_\_\_

To \_\_\_\_\_ Time \_\_\_\_\_

7. Please provide the following information about the daily activities and estimated attendance:

	Main Activity	Estimated Attendance	Other Activities	Total Attendance
Day 1				
Day 2				
Day 3				
Day 4				

\*Attach separate sheet for events beyond four days or to provide more detail

8. Are you serving or providing alcoholic drinks at any time? \_\_\_\_\_

When? \_\_\_\_\_

9. Name & Address of Liquor Permit Holder:

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SBC INSURANCE

10. Type of Function: \_\_\_\_\_

11. Previous Experience producing this type of event: \_\_\_\_\_

\_\_\_\_\_

12. Will grandstands or bleachers be used? Yes: \_\_\_\_\_ No: \_\_\_\_\_

If yes, describe construction:

\_\_\_\_\_

Capacity: \_\_\_\_\_ Condition \_\_\_\_\_

13. Describe safety measures and risk management plans in force, i.e. parking, traffic, security, supervision, first aid, emergency evacuation procedures, etc.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

14. Has any company previously declined or cancelled any insurance coverage? Yes: \_\_\_\_\_ No: \_\_\_\_\_

15. Previous Insurer: \_\_\_\_\_

Name & Policy Number: \_\_\_\_\_

16. Previous Premium: \_\_\_\_\_

17. Limits Requested: \_\_\_\_\_

18. Previous Loss History in the past five years: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Please note that this is an application only. It does not constitute an insurance policy. Insurance shall become effective only on the issuance of a policy or written binder specifically authorized by the Company or Agency. Quotations will be based upon the information provided and the applicant warrants that this information is true.

Authorized Signature: \_\_\_\_\_

Please Print Name: \_\_\_\_\_

Position or Title: \_\_\_\_\_ Date: \_\_\_\_\_