





9. The applicant shall report all damages to the Chief Administrative Officer at 604-937-4100.
10. 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 Municipality 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.
11. 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 Municipality. Authorization granted by the Municipality 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 Municipality, the facility and the property are determined by the Municipality, 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 Municipality. The security arrangement must be approved by the Municipality 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 indemnity provided herein, on terms satisfactory to the Municipality. The Municipality 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 Municipality thirty (30) days prior written notice in the event of cancellation or material change. The applicant shall provide the Municipality with evidence of such insurance coverage in form of an executed copy of a certificate of insurance in a form satisfactory to the Municipality.
16. The applicant agrees that it will indemnify and save harmless the Municipality 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 Municipality 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 Municipality.

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 Licensing Act and the expressed authorization of the Municipality. Authorization granted by the Municipality 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 Municipality 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 Chief Administrative Officer.
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 Municipality 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 Municipality. The Municipality 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 Municipality 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 Chief 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 any 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 Municipality.
39. The applicant acknowledges that the Municipality 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 Municipality.
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 and will comply with the terms, conditions and regulations contained herein:

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

<i>Office Use Only</i>	
Permit issued this _____ day of _____, 20_____.	
Permit issued to _____ Permit # _____	
_____	
Signature of Authorized Municipal Staff	

*The Village of Belcarra is collecting personal information in accordance with Section 26 (c) of the Freedom of Information and Protection of Privacy Act. The personal information collected on this form is collected for the purpose of applying for a permit to use or occupy municipal buildings or lands and for administrative and enforcement. Questions about the collection, use and disclosure of this information can be directed to the Village's Privacy Officer at the Village of Belcarra, 4084 Bedwell Bay Road, Belcarra, BC V3H 4P8. Phone 604-937-4100 or email [foi@belcarra.ca](mailto:foi@belcarra.ca)*



# 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



## 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)

Company (if applicable): \_\_\_\_\_

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

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

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

In consideration of the Village of Belcarra accepting my 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 the 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.

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 Applicant	Signature of Witness
Print Name	Print Name

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