

District of North Saanich

1620 Mills Road, North Saanich, BC V8L 5S9 • 250-655- 5480 • FAX: 656-0782 • www.northsaanich.ca

PARK USE REGULATIONS

- Please Note:**
- **Public Access to the Park is not to be restricted**
 - **No Amplified music may be used in the park**
 - **Respect plants and trees by not picking flowers or climbing trees**
- a) Be responsible for advising all attendees and will ensure that all attendees adhere strictly to all regulations posted and/or attached hereto. **Failure** to adhere to said regulations can result in this permit being revoked.
 - b) Provide a competent and trustworthy adult who will personally undertake to be responsible for the due observance of regulations governing the Premise, Lands and Equipment.
 - c) Exercise the greatest care in use of the facility, lands, equipment and adjacent premises.
 - d) Report all damage immediately to **Works Superintendent at 250-655-5481 (Monday to Friday, 7:30 a.m. to 4:00 p.m.) or to Standby Pager at 250-360-8285 (Evenings and Weekends)**
 - e) Be responsible for any damages incurred. Said damages to be paid firstly by the Lessee.
 - f) Use only the Premises, Land and Equipment named in this Permit.
 - g) Not to permit any other Group or Organization not named on this Permit to use said Premises, Lands and Equipment without the authorization of the District of North Saanich.
 - h) Be responsible for leaving the Premises, Lands and Equipment clean. Failure to do so may result in a fee levied for maintenance or loss of security deposit
 - i) Adhere to grass closure. Information may be obtained by calling **Works Superintendent at 250-655-5481.**
 - j) Not to use barbeques on wooden picnic tables, nor pour hot water on foliage.
 - k) Not to place objects in or on grass fields without first consulting with the District.
 - l) Call **Public Works Administrative Assistant, at 250-655-5480** and cancel the permit if you do not plan to use it.
 - m) Not to permit liquor or beer on any Premises **unless** a liquor permit is in effect. A copy of said permit shall be presented and attached to this agreement prior to use of said facility.
 - n) Pay all fees levied according to this agreement including, but not limited to, costs associated to any breach of the agreement
 - o) Not to permit commercial sales at an event held within a District Park, unless authorized by Municipal Council to do so. NOTE: Food sales require approval from the Vancouver Island Health Authority. For information call the local health officer at 250-475-1858, ext. 129

The Lessee accepts and will use the Premises at their own risk and agrees that the District of North Saanich, herein referred to as the Municipality, nor its respective officers, employees, servants, agents, heirs, successors and assigns have made any warranties or representations respecting the suitability or condition of the Premises. The Lessee further agrees that it will indemnify and save harmless the Municipality and its respective 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) in respect of any actions(s) or proceeding(s) brought thereon arising from directly or indirectly from or in connection with this granting of this permit and use of the Premises. Prior to the execution of this permit the Lessee will obtain and maintain comprehensive general liability insurance **through the District of North Saanich**, without limitation, coverage for the indemnity provided herein, on terms satisfactory to the Municipality.

It is the sole responsibility of the lessee to determine what additional insurance coverage's, 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 obligation under this contract.

Any such additional insurance shall be maintained and provided at the sole expense of the Lessee.

The Lessee understands and agrees that this Permit may be revoked or cancelled at any time with or without cause. The Municipality will make every reasonable attempt to provide 48 hour notice of a cancellation to the lessee.

The Applicant warrants and represents that if he/she executed this Application on behalf of a Group or organization that the Applicant has sufficient power, authority and capacity to bind the Group or Organization with his/her signature.

The Lessee, in consideration of being granted permission to use the Premises agrees to be bound by the Terms and regulations referred above and if the Applicant represents a Group or organization, the Applicant agrees to inform all responsible officials associated with the Group or Organization of the Terms and Regulations and Waiver and Indemnity Clause.