

POWELL RIVER REGIONAL DISTRICT

Special Event Permit

APPLICATION FOR SPECIAL EVENT PERMIT

Name of Applicant: _____
(the "Applicant")

On behalf of (may be same as Applicant): _____
(the "Permittee")

Address of Applicant and Permittee: _____

Telephone Number: _____ Fax Number: _____

Nature of Event or Activity: _____

(the "Event")

Number of Participants (Estimated): _____

Date(s) of the event: _____

Time: From: _____ a.m./p.m. to _____ a.m./p.m.

Location of Event: : _____

(the "Permit Area")

The Permittee hereby applies to the Powell River Regional District (the "Regional District") for permission to hold the Special Event in the Permit Area on the date and at the time specified above.

In consideration of the issuance to the Permittee of a permit for the Event, the Permittee agrees that the terms and conditions set out on the following pages form part of this Permit, and agrees to fully comply with and be bound by these terms and conditions.

THE APPLICANT HAS READ AND UNDERSTOOD THE TERMS AND CONDITIONS AND AGREES THAT THEY WILL BE OBSERVED BY THE PERMITTEE, ITS OFFICERS, EMPLOYEES, SERVANTS, AGENTS, LICENSEES AND INVITEES.

The applicant warrants and represents that it has the power, authority and capacity to enter into this agreement on behalf of the Permittee and to bind the Permittee with its signature.

The return of this application to the Applicant, signed on behalf of the Powell River Regional District will constitute the issuance of a Permit for the Event.

Dated this ____ day of _____, _____.

Signed, Sealed and Delivered by the)
Applicant ON BEHALF OF)
the Permittee in the)
presence of:)

_____)
Witness)

_____)
Address)

_____)
Occupation)

_____)
Occupation)

_____)
Occupation)

_____)

Signature of Applicant

Applicant's Printed Name

THIS PERMIT IS HEREBY ISSUED ON THE TERMS AND CONDITIONS SET OUT BELOW.

POWELL RIVER REGIONAL DISTRICT, by its authorized signatory,

Sean McGinn, Manager of Community Services

TERMS AND CONDITIONS OF SPECIAL EVENTS PERMIT

Specific Terms and Conditions

1. _____

Term of Permit

2. This permit shall be valid only for the date and time set out on the application unless the Permittee is granted an extension, in writing, by the Regional District.

Insurance

3. If required by the Regional District, the Permittee shall obtain and maintain comprehensive general liability insurance including, without limitation, coverage for indemnity provided herein, with an insurer and on terms satisfactory to the Regional District, including that the Regional District be a named insured. Prior to the issuance of this Permit, if so required, the Permittee shall deliver to the Regional District evidence, in a form satisfactory to the Regional District, that the Permittee has obtained comprehensive general liability insurance with coverage of not less than \$2,000,000 per accident or occurrence, including \$2,000,000 for the bodily injury, death, property damage, economic loss and all other loss and damage affecting any persons or property arising out of or in any way connected with the Event for which this Permit is issued.

Indemnity

4. The Permittee hereby releases, indemnifies and saves harmless the Regional District and its officers, servants, agents, employees and others from and against all costs, losses, damages, compensation, claims, demands, actions, judgements and expenses, including actual legal expenses of every kind, description and nature whatsoever, in any way connected with or arising from the Event, in whole or in part, including but not limited to, any death or injury to persons or property loss or damage resulting from any acts or omissions of the Permittee, its directors, officers, employees, agents, contractors, subcontractors and others, or that would have not occurred but for the use or occupation of the Permit Area by the Permittee.
5. The Permittee shall conduct the Event in the Permit Area only and no other lands or premises may be used by the Permittee for the Event.

6. The permission granted to the Permittee in this Permit to use the Permit Area for the Event is personal and cannot be assigned, conveyed, transferred or alienated in any way to another individual, organization or corporation without the prior written consent of the Regional District.
7. The Permittee shall use the Permit Area with care and in a manner that does not unreasonably interfere with or detract from the general public's enjoyment of the Permit Area. The Event shall be conducted in a manner which is compatible with public health, welfare, safety and recreation.
5. At all times that the Event is in progress, two designated competent and trustworthy representatives of the Permittee must be present and responsible for the conduct of the Event in accordance with the terms and conditions of this permit.
6. The Permittee, or its designated representatives, shall advise all attendees of the Event that they must adhere strictly to the terms and conditions of this Permit.
7. The Permittee shall leave all lands, buildings, structures, equipment and other property in a neat, clean, tidy and undamaged condition. Failure to do so may result in a fee being levied for maintenance and repair. The Permittee, or its designated representatives, shall immediately report any damage to the Regional District.
8. The Permittee shall ensure that persons attending the Event conduct themselves in an orderly manner and promptly comply with any reasonable instruction of any representative of the Regional District in respect of the conduct of the Event.
9. The Permittee represents and warrants that the event shall not include any violence, crime or disorderly conduct.
10. The Permittee shall comply with all applicable laws, including all bylaws, rules and regulations of the Regional District.
11. If alcohol is to be served at the Event, the following terms and conditions apply:
 - (a) the Permittee shall obtain a special occasion liquor licence from the Royal Canadian Mounted Police;
 - (b) The Permittee shall comply with all provisions of the British Columbia Liquor Control and Licensing Act and regulations thereto;
 - (c) the Permittee shall comply with all provisions of the Designated Driver Policy of the Regional District;
 - (d) if the Event is to continue past dusk, the Permittee shall ensure that the area is properly illuminated by artificial lights.
12. The Permittee shall ensure that all vehicles are parked only in designated parking areas.

13. The Permittee must conduct the Event so as not to interfere with normal traffic flow on roadways within the Regional Park. No roadway closures shall be permitted except as set out in this Permit.
14. The Park Caretaker or other person designated by the Regional District may revoke this permit without notice and without payment of any damages if the Permittee does not comply with the terms and conditions of this permit or with any applicable legislation.
15. The Permittee must conduct the Event as described herein and shall not deviate from this description or the terms and conditions of this Permit.
16. This Permit shall enure to the benefit of and be binding on the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.
17. The Permittee shall immediately notify the Regional District if the Event is cancelled and the Permittee does not intend to use the Permit.