VILLAGE OF RADIUM HOT SPRINGS

Facility Rental Agreement & Terms and Conditions

Please note that rental is confirmed ONLY upon receipt of a signed Facility Rental Agreement, proof of insurance and additional documentation, where applicable. All fees including applicable taxes must be paid in full at the time of booking or at least 15 days prior to the facility usage.

I, _____ (herein called the "User") of

(Name of Organization) _____

agree to rent the (description of facility) _____

from the Village of Radium Hot Springs (herein called the "Village") from (start time and date)

_____ to (end time and date)_____.

In doing so I agree to the following terms and conditions:

Indemnification and Hold Harmless Clause
The User shall indemnify, release, and hold harmless the Village and any of its officers, employees, servants, agents, contractors, and volunteers from any and all loss, liability, claims, **including Covid-19 related claims**, or expenses arising out of the use and/or occupation of the property belonging to the Village by the user or organization and any of its officers, employees, servants, agents, contractors, and volunteers, except to the extent that such loss arises from the negligence of the Village.

Incident Reporting Requirement
Following an incident or accident, the Village must be notified of the incident or accident within 48 hours. Notification is required if medical or first aid attention is required OR if loss or damage to Village property occurs.

Liability Insurance Clause
The User shall, without limiting its obligations or liabilities herein and at its own expense, provide and maintain the following insurances with insurers licensed in British Columbia and in forms and amounts acceptable to the Village:

General liability insurance with a limit of not less than Two Million Dollars ($2,000,000.00), inclusive per occurrence for bodily injury and property damage including loss of use thereof. Such insurance shall extend to cover the user, its officers, employees, servants, agents, contractors, and volunteers and shall include the Village, its officers, employees, servants, agents, contractors and volunteers as additionally insured with respect to liability arising out of the use or occupation by the user of the property belonging to the Village. The User shall provide the Village with evidence of all required insurance prior to the event date. Such evidence of insurance shall be in the form of a certificate of insurance.

NOTE: These certificates should be issued by the insurer or insurance broker of the user and must contain the following information:

1. Name of the insurance company and the binder or policy number
2. Name and address of the Insured (user)
3. Policy period (covering at least the period of the facility rental)
4. Description of coverage including subrogation clause.
5. Policy limits
6. Description of insured operation and location(s)
7. Signature of authorized representative and date

Liability Insurance Clause Continued:
The User shall, without limiting its obligations or liabilities herein and at its own expense, request and maintain the following insurances with insurers licensed in British Columbia and in forms and amounts acceptable to the Village:

Initial ☐

An Additional Insured Certificate for any vendor or service provider that the User allows access to the Village's facility named in this agreement.

Waiver of Subrogation Clause
The User will ensure any insurance policy required under this Agreement will contain a waiver of subrogation clause in favour of the Village.

Facilities Usage
The User agrees that the use of the facility rented:

1. Is in accordance with the Village's Rental Rates & Policies on facilities use.
2. Does not cause interference with the orderly functioning of the Village or infringe upon the rights or privileges of others.
3. Does not promote hatred or discrimination against, or expose to contempt, any person or group of persons.
4. Does not directly or indirectly contravene provisions of any law, statute, regulation, by-law, enactment, policy, or otherwise, of Canada, of the Province of British Columbia, and of the Village of Radium Hot Springs.
5. Will be used solely for conduct related to the activities of the User.
6. Will be used only for the activities for which they have been designated.

The User further acknowledges that:
1. Boisterous or nuisance persons will be requested to leave Village property; and
2. The User will be held financially responsible for any damages to the facility or loss or replacement of any equipment that is damaged or lost that may be incurred as a result of their activity.

Alcohol
The User must obtain a Special Events Permit if alcohol will be served and additional insurance as detailed in the 'Facility Rental Rates and Policy'.

Signage and Décor
The User agrees not to affix décor or signage to Village property with adhesive tape, nails, screws or staple guns and agrees to remove all décor or signage directly following the event.

Waste
Waste and recyclable containers may be provided upon request. The User agrees to dispose of appropriately, all garbage generated by the event immediately thereafter. The User agrees that the rental facility will be left clean and in an organized fashion.

Smoking
Smoking is prohibited in Village facilities and within 3 meters of doors, opening windows and air intakes.

Music
The User agrees that sounds levels from musical instruments or recorded music will be kept to a reasonable level.

Payment and Deposit
• All fees including applicable taxes must be paid in full at the time of booking or **at least 15 days** prior to the facility usage. Payment by debit card, cheque or cash will be accepted.
• A maintenance/security deposit is required. The User and the Village will be required to complete a pre-and post-event site inspection. The User will be reimbursed by the Village within 14 days following the post-event site inspection where no additional maintenance is required.

Cancellation Policy
In the event of cancellation, a written cancellation must be provided to the Village by email or letter to the address of the Village and the following policies shall apply:

• If cancellation is received more than 30 days prior to the facility usage, the User will be reimbursed all fees with the exception of a $50 administrative fee.
• If cancellation is received less than 30 days prior to the event, the User will be reimbursed 50% of the total rental fees.

The Village reserves the right to cancel a booking or terminate this agreement subject to the following:

• The Village will not exercise its right to cancel a booking in an unreasonable manner and will provide as much notice to the User as possible. The Village will cancel only if it is unable to hold up its obligations for reasons including but not limited to emergency conditions, or an official Village Event. The Village will endeavor to provide the User with an alternate facility. If the alternate facility is not suitable to the User, as much notice as possible will be given and full fees will be reimbursed.

• Where the Village cancels a booking for any reason within this agreement, the User agrees that the Village is not responsible or liable for any loss or damage suffered by the User.

User Contact Information

Name of User:

_____

Address _____ City/ Prov. _____

Postal Code _____

Telephone # home _____work_____

cell _____

Email
_____

Alternate Contact (name and phone number):

_____

In signing, I agree to the terms of this agreement,

Signature of User _____