



## DISTRICT OF 100 MILE HOUSE Policy & Procedures

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### 1.11 MUNICIPAL FACILITIES AND EVENTS BOOKING

#### Purpose

To permit safe and orderly special events on District of 100 Mile House streets, parks, and other municipally owned facilities and property. Special events include, but are not limited to, parades, races, walks and runs taking place on streets and organized events using municipal parks, District-owned facilities and property within the District.

#### Policy

1. Organizations or persons proposing an event to be held on municipal property, streets and parks are to submit the appropriate completed forms listed below: (**Appendix "E"**)
  - Schedule A – Municipal Facilities Licence of Occupation (applies to all Hall Rentals)
  - Schedule B – Community Hall Rental Agreement
  - Schedule C – Martin Exeter Hall Rental Agreement
  - Schedule D – Application to Hold a Public Event (applies to Airport/Parade/Road Closure Events)
  - Schedule E – Application to Rent the Airport
  - Schedule F – Parade/Temporary Road Closure Application Form
2. Applicants must provide evidence of compliance with any required permits from outside agencies (e.g. Interior Health, liquor licence, insurance, etc.) and any other documents identified in the application procedure.
3. All public event applications will require Councils approval. The District of 100 Mile House Council reserves the right not to approve an event in a current year, even though it may have received approval in previous years.
4. Where conflicting dates occur, regularly occurring events will be given priority provided the application is received no later than **30** days prior to the event. If an organizer of an annual event proposes to change the date/day or venue, which causes a conflict with another previously scheduled and approved event, the originally scheduled event will take precedence of the changed event.
5. First time events will be handled on a first come, first served basis depending on venue availability.
6. Organizers of approved events are required to obtain and maintain, during the term of the event, a comprehensive general liability insurance policy providing coverage of not less than **\$2,000,000.00** naming the District of 100 Mile House as an additional insured.



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A copy of the policy shall be delivered to the District a minimum of five (5) working days prior to the event date.

Where fireworks are used, the event organizer must provide a second Certificate of Insurance for **\$2,000,000.00** (per occurrence). The company supplying fireworks may supply this second certificate provided that the District of 100 Mile House and the organization are specifically named as additional insured.

Where alcohol is served or sold, the event organizer must obtain an extension to normal general liability insurance to include Host Liquor Liability.

7. Organizers shall provide the District with a refundable damage deposit of **\$500.00** dollars to cover any loss, damage or any other non-compliance of this policy resulting from an event. Such amount may be increased for any event if deemed necessary.
8. Garbage and other waste materials must be cleaned up daily and at the conclusion of the event by the event organizer. Organizers are responsible for clean up of all aspects of the event, including the actions of patrons, third party vendors or sponsors. If after the event is concluded the area is left not in the same order as when the event began, the cost of the clean up will be charged out for staff time plus employee benefits, plus **10%** administration fees and the total amount will be appropriated from the damage deposit or charged back to the renter or organizer.
9. The District is not responsible for providing signage, barricades, parking or traffic control for any event unless authorized by Council.

If approved by Council, barricades will be dropped off during regular working hours by the Community Service Department at the requested location and will be the responsibility of the event coordinator to place and to remove. The Community Service Department will pick up the barricades the next day that falls within the regular working hours.

10. Staff will review the location following an approved event. The damage deposit will be refunded, providing no damage to municipal property and infrastructure has occurred.

Where in the opinion of the CAO or his/her designate, the event causes damage or results in the District incurring financial costs and expenses for the clean up or repair of a highway, public place or other District property, the CAO or his/her designate may draw down on and use all or any portion of the damage deposit submitted with the application, and where the costs exceed the amount of the damage deposit, the responsible party shall pay to the District the difference.



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**APPENDIX "E"**

RECREATION FACILITIES & EVENTS BOOKINGS  
SCHEDULE "A" – MUNICIPAL FACILITIES LICENCE OF OCCUPATION

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

BETWEEN: DISTRICT OF 100 MILE HOUSE  
#1-385 Birch Avenue,  
P.O. Box 340  
100 Mile House, B.C. V0K 2E0  
(Municipality)

AND: \_\_\_\_\_  
(Name or Organization Name and Contract Person)

ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_  
(the "Licensee")

WHEREAS:

A. The Licensee has requested this license for the purpose of

\_\_\_\_\_  
(the "function")

B. The Municipality has agreed to supply facilities or equipment ("the facility") subject to the covenants and conditions contained in this agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the fee paid by the Licensee to the Municipality, the Municipality grants permission to the Licensee to use the:

\_\_\_\_\_  
(facilities and/or equipment)

On the following date(s): \_\_\_\_\_, subject to the following terms, conditions, covenants and agreements.



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### 1. Cancellations

a) The Municipality reserves the right to cancel this licence for:

- i. Unsatisfactory conduct by the Licensee, its members, guests, or agents;
- ii. Damage to the facility by Licensee;
- iii. Scheduling special events with top priority;
- iv. Failure by Licensee to pay accounts rendered by the Municipality;
- v. Operational problems beyond the Municipality's control;
- vi. Failure by the Licensee to abide by laws, rules, or regulations applicable to the function and the facility.

b) The Licensee is required to give **30** days written notice to cancel any of the dates in this Agreement to receive a full refund.

### 2. Liquor

For a function at which alcoholic beverages are to be dispensed and consumed within the facility:

- a) The Licensee shall be responsible for and shall ensure that all laws, whether Municipal, Provincial or Federal, applicable to the function for which the facility is licensed to the Licensee, are complied with;
- b) The Licensee shall obtain the required liquor license from the Provincial authorities, display same prominently at the function and provide a copy to the District of 100 Mile House;
- c) All Licensees of events at the District of 100 Mile House facilities at which alcohol is served are encouraged to ensure that the following "Designated Driver Program" is in place:
  - I. A Designated Driver announcement is made to the assembled guest encouraging the use of a designated driver or alternate transportation for the event.
  - II. Designated Driver information posted prominently at each station where alcohol is served.
  - III. Designated Driver reminders at each table where guests are served.

3. The Licensee agrees to pay the Municipality on demand the total cost of any damage to the building, grounds, furnishings, or equipment resulting in any manner whatsoever from the use of the facility by the Licensee under this agreement.



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4. All equipment, displays, goods and chattels of the Licensee brought onto or into the facility shall be the sole responsibility of the Licensee and the Municipality shall not be liable for any damage to or loss of such equipment, displays, goods and chattels from any cause whatsoever.
5. The Licensee hereby releases and forever discharges the Municipality from any and all claims, causes of action, suites or demands whatsoever which the Licensee can or may have against the Municipality for any loss or damage or injury that the Licensee may sustain or suffer arising out of the use of the Municipality's facility under this agreement, or the breach of this agreement by or the negligent acts of the Licensee, its servants, contractors, employees, members, guests, invitees or representative, notwithstanding that any or all of them may have been contributed to or occasioned by the negligence of the Municipality.
6. Where a juvenile group uses the facility, the licensee shall ensure that a responsible adult has authority over the group and shall remain with the group while at the facility.
7. It is understood and agreed that the Licensee and all agents, servants and workers of the Licensee are not and shall not be deemed to be agents or employees of the Municipality.
8. Organizations or individuals wishing to utilize the Municipality's staff for duties other than those provided in this Agreement must make arrangements for this with the Municipality.
9. The Licensee agrees to provide and pay the full cost of such personnel and a 10% administration fee as will be necessary to ensure proper and safe use of the facility.-
10. The Licensee shall pay:
  - a) The rates specified in Schedule \_\_\_\_\_ for the use of the:  
\_\_\_\_\_, and
  - b) The applicable rental fees and damage deposits will be required prior to occupancy of the Community Hall or the Martin Exeter Hall.
  - c) Sales tax as applicable.



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- d) Insurance documentation is required to be submitted to the office a minimum of five (5) working days to the rental date. Keys for facilities will not be distributed before insurance documents are provided.

12. Responsibility Waiver

In consideration of the Municipality agreeing to allow the personal property noted below to be left on its premises, the undersigned hereby waives all rights of action he or she might otherwise have against the Municipality, its officers, servants, agents and employees, for loss or damage to such property.

Description of Property:

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IN WITNESS WHEREOF the parties have affixed their signatures below:

\_\_\_\_\_  
For the Licensee

\_\_\_\_\_  
Date

\_\_\_\_\_  
For the Municipality

\_\_\_\_\_  
Date



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**MUNICIPAL FACILITIES AND EVENTS BOOKING  
SCHEDULE "B" – COMMUNITY HALL RENTAL AGREEMENT**

Event:	Event Date:			
Time(s):	Event day phone #:			
# of Guests (max capacity 361 persons):				
Contact:	Phone #:			
E-mail:				
Mailing address: (for refundable deposit)				
<b>RENTALS</b>	<b>Fee</b>	<input checked="" type="checkbox"/>	<b>Qty</b>	<b>Total</b>
Main Hall - Full Day	\$400	<input type="checkbox"/>		
Main Hall - Half Day (8am – 3pm or 4pm – 12 pm)	\$250	<input type="checkbox"/>		
Hourly (after 4 hrs goes to half or full day rental)	\$50/hr	<input type="checkbox"/>	hrs	
Kitchen Area (per day)	\$80	<input type="checkbox"/>		
Bar Area (per day)	\$60	<input type="checkbox"/>		
Booking Fees (non-refundable)				<b>25.00</b>
** SOCAN fees not included and will be added where applicable**				
<b>Total Rental Fees</b> - payment received _____ receipt # _____				<b>\$</b>

<b>REFUNDABLE DEPOSITS</b>				
Damage Deposit	\$ 500	<input type="checkbox"/>		
Key Deposit	\$ 35	<input type="checkbox"/>		
<b>Total Deposits</b> - payment received _____ receipt # _____				<b>\$</b>

This agreement is dated \_\_\_\_\_ between \_\_\_\_\_  
(the "occupant")  
 and the District of 100 Mile House (the "provider").

\_\_\_\_\_  
*Occupant Signature*

\_\_\_\_\_  
*Occupant Name (please print)*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Provider Signature (Booking Agent)*

\_\_\_\_\_  
*Provider Name (please print)*

\_\_\_\_\_  
*Date*



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### **District of 100 Mile House Community Hall – Rental Agreement – Page 2**

#### **TERMS AND CONDITIONS**

The occupant shall not use the premises, nor allow the premises to be used, for any purpose other than for the event stated on the agreement.

The occupant is responsible for loss or damage to the property occurring during the rental period. All contents within the venue will remain in the venue. The occupant will be held responsible for all missing or damaged contents and will be required to pay additional charges for all damaged or missing contents. The occupant further acknowledges that the damage deposit will be applied in whole or in part to all expenses incurred by the provider as a result of damage or loss to the facilities/equipment during the rental period.

The occupant shall obtain and maintain comprehensive general liability insurance including, without limitation, coverage for the indemnity provided herein, with an insurer and on terms satisfactory to the District. The District of 100 Mile House is to be included as a named insured. Prior to the issuance of this Permit, the Permittee shall deliver to the District evidence, in a form satisfactory to the District, that the Permittee has obtained comprehensive general liability insurance with inclusive limits of not less than \$2,000,000.00 per occurrence or claim, including \$2,000,000.00 for 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. Insurance must be obtained for any and all days the occupant will be present in the rented facility.

The occupant agrees that there is no smoking in all parts of the building/room or property.

The occupant acknowledges that there is limited parking available on site. Therefore, should additional parking be required, it is the responsibility of the occupant to make arrangements with the adjacent property owners for use of their parking area. The District of 100 Mile House/100 Mile Development Corporation will **NOT** negotiate parking on behalf of the occupant.

#### **Rental Fees & Deposits:**

All rental fees and deposits are payable at the time of booking in order to secure your date. Cancellations less than 30 days prior to the event will receive a refund for the damage deposit only.

#### **Liquor Licenses:**

Liquor licenses are the responsibility of the occupant and they must abide by all laws of British Columbia and the British Columbia Liquor Control board with respect to a Liquor License. A copy of this license must be submitted to the District office prior to the event. The event organizer must obtain an extension to normal general liability insurance to include Host Liquor Liability.





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**Interior Health:** The occupant must ensure compliance to all related Interior Health regulations.

**Cleaning:** The occupant agrees to leave the hall and grounds in a clean and tidy condition. If after the event is concluded the area is not left in the same conditions as when the event began, the cost of the clean up will be charged out for staff time plus employee benefits, plus 10% administration fees and the total amount will be appropriated from the damage deposit and/or charged back to the renter or organizer.

**Garbage:** All garbage must be removed by the occupant at the end of the event. Location for disposal will be identified by the provider.

**Keys:** The occupant shall make arrangements with the District to pick up hall keys and shall return them promptly after their event.

The District of 100 Mile House reserves the right to cancel any event in the above facility and have the authority to remove, or have removed, all persons from the facility if it is felt that any part(s) of this agreement were breached or that the facility is not being used for the purpose for which this agreement is intended, or that the occupant is not complying with the Liquor Control Act, the regulations under that Act, as well as the policies of the British Columbia Liquor Control Board, Interior Health, 100 Mile House RCMP and the District of 100 Mile House, or that the above listed conditions of the rental are not being met.

Initials: \_\_\_\_\_