



## 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 "D" – APPLICATION TO HOLD A PUBLIC EVENT

This form must be completed and returned to: District of 100 Mile House  
#1-385 Birch Ave., P.O. Box 340  
100 Mile House, BC  
V0K 2E0

If the **Airport** is to be used, please review and complete **Schedule "E"**  
If a **Parade/Street Closure** is part of this event, please review and complete **Schedule "F"**

Name of Applicant: \_\_\_\_\_

Address of Applicant: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone #(s) \_\_\_\_\_

Requests Permission to Hold: \_\_\_\_\_

Type of Event: \_\_\_\_\_ Event Date: \_\_\_\_\_

Location of Event: \_\_\_\_\_ Time of Event: \_\_\_\_\_

Anticipated Participants: \_\_\_\_\_ Anticipated Spectators: \_\_\_\_\_

Description of Event: \_\_\_\_\_

Included in this Event will be:

Alcoholic Beverages	Y	N
Food Preparation	Y	N
Merchandise or Food Selling	Y	N
Temporary Structures (Stages, Tents, Seating, etc.)	Y	N
Entertainment, Exhibitions or Demonstrations	Y	N
Amplified Music/Speeches	Y	N
Fireworks	Y	N
Other (Explain)	Y	N

If "yes" is answered to any of the above questions, please attach a brief explanation.

**Proof of Insurance must be submitted for ALL facility uses at least five (5) business days before use.**

\_\_\_\_\_  
For the Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
For the District of 100 Mile House

\_\_\_\_\_  
Date

This application to hold a public event is not valid unless signed by an authorized representative of the District of 100 Mile House.







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MUNICIPAL FACILITIES AND EVENTS BOOKING  
SCHEDULE "F" – PARADE/TEMPORARY ROAD CLOSURE APPLICATION FORM

Organization: *(please print)* \_\_\_\_\_

Request for:       Parade Permit                       Temporary Road Closure

Clean Up Plan: \_\_\_\_\_

**PARADE:**

Purpose of Parade: \_\_\_\_\_

Date of Parade: \_\_\_\_\_ Start Time: \_\_\_\_\_ Duration: \_\_\_\_\_

Traffic Control *(by applicant)* \_\_\_\_\_

\_\_\_\_\_  
*(Certified Traffic Control Company Name, number and location of company employees providing traffic control)*

Assembly Address/Area: \_\_\_\_\_

Dis-Assembly Address/Area: \_\_\_\_\_

Map of Parade Route **MUST** be Provided                      Map Received:       Yes               No

**TEMPORARY ROAD CLOSURE:**

Date of Closure: \_\_\_\_\_ Event: \_\_\_\_\_

Location/Street(s) to be closed: \_\_\_\_\_

Length of time for road closure: \_\_\_\_\_

**Booking Fees and Deposits:**

- a) Bookings must be made at least thirty (30) days prior to the beginning of the event.
- b) The "Application to Hold a Public Event" form must be completed.
- c) Booking fee of **\$25.00** and damage deposit of **\$500.00** must be paid at time of booking.

Signature of Applicant \_\_\_\_\_ Date: \_\_\_\_\_



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### GENERAL TERMS AND CONDITIONS – PARADES

1. Every applicant shall ensure adequate details and a map of the proposed parade route accompanies this application at least thirty **(30)** days prior to the event.
2. Organizers are responsible for clean up of all aspects of the event, including the actions of patrons, third party vendors or sponsors.
3. Where, in the opinion of the Chief Administrative Office of the District of 100 Mile House, traffic control devices are required, the District shall provide the devices at no cost to the permit holder who shall then be responsible for placing and removing the devices. If the District is required to place or remove the devices, the permit holder may be required to compensate the District for its services at a cost estimated by the Director of Community Services or the Chief Administrative Officer.
4. Any permit approved by Council may be rescinded, revoked, amended or varied without compensation or prior notice to the permit holder.

### ACKNOWLEDGMENT

I/WE HEREBY COVENANT to and with the District of 100 Mile House that upon permission being granted for the use of highways set out in this permit, I will use the highways in accordance with any plans, route maps, or schedules submitted as part of the application and to the satisfaction of the Chief Administrative Officer, and that I will observe, perform and carry out the regulations and provisions of all applicable municipal bylaw and the terms and conditions of the application and permit.

I HEREBY CERTIFY that I will indemnify and save harmless the District of 100 Mile House of and from all claims, damages and causes of action whatsoever including costs, which may be made, brought against or suffered by the District of 100 Mile House or in respect of, either directly or indirectly, the use authorized by this permit.

I HEREBY REPRESENT that I have read, examined and thoroughly understand the pertinent sections of all the terms and conditions of this application and permit and that the statements made by me on this application are true to the best of my knowledge.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, at \_\_\_\_\_

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*(Signature of Applicant)*