

**City of Chilliwack**

**Bylaw No. 3290**

**A bylaw to regulate the use of Parks and Recreational Facilities**

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The Council of the City of Chilliwack in open meeting assembled enacts as follows:

1. This bylaw may be cited as **“Parks, Recreation and Culture Bylaw 2006, No. 3290”**.
2. The “Parks and Recreation Bylaw 2004, No. 2990” and amendments thereto, are hereby repealed.

**DEFINITIONS**

3. In this bylaw:

“Bylaw Enforcement Officer” means that person appointed as such for the City of Chilliwack or their designate;

“City” means the City of Chilliwack;

“Civic Properties” means all lands, dykes, and improvements owned or controlled by the City;

“Council” means the Council of the City of Chilliwack;

“Department” means the Parks, Recreation and Culture Department of the City of Chilliwack;

“Director” means that person appointed as Parks, Recreation and Culture Director for the City of Chilliwack or their designate;

“Disabled” means a person possessing a valid G.A.I.N., handyDART, Canadian Paraplegic Association, Recreation Access Card or Doctor's certificate stating disability;

“Recreational Vehicle” means any motorized vehicle intended for recreational purposes, include for clarity, but not limited to motorcycles, all terrain vehicles, all terrain carts, go-carts, mini bikes, motorized scooters and dune buggies, but does not include motorized wheelchairs or handicapped vehicles, as set out in the Highway and Traffic Bylaw in force from time to time;

“Vehicle” means a vehicle as defined in the *Motor Vehicle Act*.

## **MANAGEMENT AND USE OF CIVIC PROPERTIES**

4. Council may appoint a Director whose duties shall be to manage and control the use of Civic Properties in the municipality, as directed by Council; and Council may delegate to the said Director such powers as may be necessary for the convenient administration of the Department and Civic Properties under this Bylaw.
5. Except as provided in this Bylaw, no person shall carry on, in or on any Civic Properties, any activity that will restrict, prevent or inhibit the use of the Civic Properties for the pleasure and recreation of the public.
6. No parent, guardian or custodian of any minor shall permit or allow that person to do, in or on any Civic Properties, an act prohibited by this Bylaw.
7. Council may approve the use of Civic Properties or portions thereof for specific purposes providing the purpose does not inhibit the use of the Properties by the general public.

## **PROHIBITIONS**

8. Unless written permission is granted by the Director of Parks, Recreation and Culture or their designate, no person shall:
  - (1) construct, install, erect or place any structures, improvement or work of any nature in or on Civic Properties;
  - (2) carry on any commercial activity or enterprise in or on Civic Properties;
  - (3) place or display within or upon any Civic Properties any work, character, sign or device designed to advertise any person, business, profession, group, association, article, thing, exhibition, matter or event;
  - (4) drive or station within or upon any Civic Properties a commercial vehicle, or any vehicle on which is displayed advertising of any kind, or any vehicle equipped with a public address system for the purpose of advertising, demonstration or attracting attention;
  - (5) drive or park any vehicle in other than approved or designated parking areas;
  - (6) drive or park recreational vehicles in or on any part of a Civic Property;
  - (7) ride, drive or herd horses or any other livestock in or on Civic Properties;
  - (8) play or practise the game of golf or hit a ball with a golf club in or on Civic Properties;
  - (9) carry on or permit to carry on, in or on Civic Properties, any activity of a hazardous or unsafe nature which may cause injury, harm or damage to any person or structure on, at, or near the Civic Property;

**PROHIBITIONS** (continued)

- (10) park other than a permitted vehicle in a restricted parking area;
  - (11) operate any type of model aircraft, vehicle, rocket or motorized model cars and trucks in or on Civic Properties;
  - (12) parachute, parasail, paraglide or hang glide on civil properties: or,
  - (13) fire, set off or explode Roman candles, firecrackers, consumer or display fireworks;
- 9.** *No person shall park any vehicle overnight within any Civic Properties.* (AB #3300)
- 10.** *No person shall at any time set up or occupy any camper, tent or other form of temporary shelter or sleep overnight within any Civic Properties* (AB #3300)
- 11.** No person shall cut, remove, alter, destroy or damage any tree, shrub, plant, hay, natural product, curiosity, object, structure, work, water spring, pool shore, water course, or any Property whatsoever.
- 12.** No person shall remove, cover or deface any lawfully erected sign in or on any Civic Properties.
- 13.** No person shall deposit in or upon any Civic Properties any grass clippings, yard waste, garbage refuse, sewage, empty or broken bottle, tin can, waste or other debris or obnoxious material, except in a receptacle or pit provided for that purpose, and no person shall bring such material into Civic Properties for the sole purpose of depositing it in a receptacle in the Civic Properties.
- 14.** No person shall kindle, build, light, maintain or use a fire in or on any Civic Properties except in a place provided for that purpose, and subject always to the Fire Regulations currently in force in the City.
- 15.** No person shall hunt or carry any loaded firearm, pellet gun, sling shot, bow, as defined in the *Wildlife Act*, or similar device within or on any Civic Properties, but this restriction does not apply to peace officers or wildlife conservation officers while engaged in the performance of their duties, or to recreation clubs .
- 16.** Except for a project authorized by Council, no person shall have in their possession within or on any Civic Properties any explosive or explosive substance.
- 17.** No person shall cause or permit any animal owned by them, or in their custody or under their control, to roam at large, to create annoyance or injury to any other person, or to harass the wildlife in or upon any Civic Properties.
- 18.** The Council may designate any Civic Properties or any defined area within Civic Properties as an area in which the presence of any animal is prohibited.

### **SALISH PARK**

19. At the Civic Property commonly known as Salish Park, no person shall wade, swim, fish or attempt to catch fish in any manner, use any floatation device or use or operate any form of boat or water vessel larger than one metre in length in Salish Pond.

### **SARDIS PARK/ POND**

20. At the Civic Property commonly known as Sardis Park, no person shall wade, swim, use any floatation device or use or operate any form of boat or water vessel in Sardis Pond.
21. Fishing with single barbless hooks will be permitted in Sardis Pond in the designated areas but shall be restricted to persons 12 years of age or less, and 60 years of age or more (or as further restricted by Provincial Regulations). No lead weights permitted.
22. A person providing assistance to a person in distress or a City employee carrying out maintenance tasks shall not be considered to be in contravention of Sections 18, 19 and 20.

### **GREAT BLUE HERON NATURE RESERVE**

23. At the Civic Property commonly known as the Great Blue Heron Nature Reserve, no person shall wade, swim, use any floatation device or use or operate any form of boat or water vessel without permission from the Director of Parks, Recreation and Culture or their designate. Dogs must be leashed and be kept solely on the north/south road through the reserve.

### **VEHICLE PROHIBITIONS**

24. Except in an area specifically posted for such use, no person shall use, or have in their charge on any footpath, trail or other land in Civic Properties, any vehicle or recreational vehicle, except motorized wheelchairs.
25. No person shall park, use or operate any vehicle or recreational vehicle in or on any Civic Properties in such a place or manner as to cause damage to the Civic Properties or to prevent or inhibit the use of the Civic Properties by the public.
26. Any chattel, including vehicles or recreational vehicles parked, used or operated in contravention of this Bylaw, may be removed and impounded at the owner's expense upon the order of the Director or Bylaw Enforcement Officer.

### **CLOSURE OF CIVIC PROPERTIES**

27. Except as otherwise stated on the License Agreement, all Civic Properties shall be closed to the public each day from one half hour after dusk in the evening until one half hour before dawn; and any written permission granted under this section shall specify the date on which it is effective.

## **FACILITY USER FEES**

- 28.** Pursuant to the *Community Charter*, Chapter 26, Council may and hereby does:
- (1) close to free use by the public those Civic Properties contained in Schedule “A” attached to and forming part of this Bylaw; and
  - (2) approve and cause the fees contained in Schedule “A” to be assessed to the person using those Civic Properties.

## **FACILITIES RULES AND REGULATIONS**

- 29.** The Facilities Rules and Regulations as contained in “Schedule B”, attached to and forming part of this Bylaw, apply to all use of those Civic Properties made available by the City under License.

## **GIFTS OR BEQUESTS OF MONEY**

- 30.** Council may accept and receive any property granted, devised, bequeathed or conveyed to the City for the purpose of Civic Properties, and Council shall operate and maintain any Properties so accepted and received subject to the trusts (if any) upon which the same is granted, devised or bequeathed.
- 31.** Council may accept gifts or bequests of money for Civic Properties purposes; and the funds, if accepted, shall be used at the direction of the Council in accordance with the terms of the gift or bequest.

## **ENFORCEMENT**

- 32.** Any peace officer, municipal officer, authorized employee or agent of the City may order any person in or on any Civic Properties to cease or refrain from any action, omission or conduct that the peace officer, municipal officer, authorized employee or agent of the City in their discretion considers dangerous to life or property or detrimental to the public interest; and failure to obey the order of such peace officer or municipal officer or authorized employee or agent of the City, shall be deemed an offence under this Bylaw.
- 33.** For the purpose of regulation, removal, detention, impounding and disposal of vehicles or recreational vehicles or chattels occupying any Civic Properties contrary to the City's bylaws, Civic Properties shall be considered a highway and the provisions of the City of Chilliwack's Highway and Traffic Bylaw, in force from time to time, shall apply.

## **OFFENCE AND PENALTY**

- 34.** Every person who violates any of the provisions of this Bylaw or who suffers or permits any act or thing to be done in contravention or in violation of any of the provisions of this Bylaw or who neglects to do, or refrains from doing anything required to be done by any of the provisions of this Bylaw, is guilty of an offence and of a separate offence each day the violation is caused or allowed to continue against this Bylaw.

35. Every person who commits an offence contrary to the provisions of this bylaw is liable upon summary conviction to a penalty of not more than \$10,000.00 in addition to the costs of the prosecution.

**SEVERABILITY**

36. If any section, subsection, sentence, clause or phrase of this Bylaw is for any reason found invalid by decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Bylaw.

“Parks, Recreation and Culture Bylaw 2006, No. 3290” adopted on the 17<sup>th</sup> day of July, 2006.  
Amendment Bylaw No. 3300 adopted on the 8<sup>th</sup> day of August, 2006.  
Amendment Bylaw No. 3438 adopted on the 16<sup>th</sup> day of July, 2007.

“Clint Hames”

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Mayor

“Robert L. Carnegie”

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Clerk

**SCHEDULE “A”**

**General Policies**

**PART I - GENERAL**

**1. Rate Schedule**

The Council has adopted the general policy of charging users of Civic Properties to offset a portion of operating costs.

**DEFINITIONS**

**2. In this Bylaw:**

“Adult” means a person 19 years of age or more;

“Adult Rate” means the rental of the room with no additional set-up, cleanup or other services. Activities that qualify for this rate include adult recreation, sport, cultural and social activities, dances and meetings; wedding receptions; non-profit group functions including fund-raisers; church functions; conventions; for-profit youth events in any category, training camps, training schools and programs;

“Commercial Rate” applies to all organizations utilizing a Civic Property for the purpose of conducting retail and/or business activities. Activities that qualify for this rate include trade shows; paid admission, for-profit events; events where goods and/or services are displayed or sold; adult events in any category. This rate is applied to all set-up, teardown and event hours booked;

Note: Civic facilities are not available to rent where the commercial activity constitutes a major sales event by a licensed retail business entity.

“Drop-in Hockey” means a hockey session for which full hockey equipment is required;

“Family” means not more than two adults in addition to one or more of their offspring not exceeding 18 years of age, not to exceed four persons in total;

“Non Prime Time” means Monday to Friday, 12:00 a.m. to 4:00 p.m., excluding Statutory Holidays, Saturday to Sunday, 12:00 a.m. to 8:00 a.m.

“Prime Time” means Monday to Friday, 4:00 p.m. to 11:59 p.m. Saturday and Sunday, 8:00 a.m. to 11:59 p.m. Statutory Holidays, 12:00 a.m. to 11:59 p.m.

“Senior” is defined as a person of age 60 or more. Seniors rates shall apply for non-prime facility rentals and program rates only;

“Youth Rate” applies to those persons 18 years of age and under participating in recreational activities. It generally represents 50% of the adult rate. Activities that qualify for this rate include youth recreation, sport, cultural and social activities, and meetings; non-profit youth group fund-raisers; and youth events, training camps, training schools and programs;

“Youth Rate – for-Profit” applies to those persons 18 years of age and younger participating in for-profit recreational activities. It generally represents 50% of the sum of the Youth and Adult rates. Activities that qualify for this rate include for-profit youth events, training camps, training schools and programs.

## **PART II - POLICIES**

### **3. Equipment Set Up/Equipment Take Down/Facility Clean Up**

- (1) For any event, where the equipment set up and/or equipment take down and/or facility clean up is implemented by the Department for the exclusive use of the Renter, the Renter will be assessed a service rate charge as prescribed under Schedule “A”, plus equipment costs, plus the prevailing rental rate.
- (2) Should the Lessee do their own equipment set up and/or equipment take down, the applicable hourly rental rate will be charged for those times required for equipment set up and/or equipment take down. Bookings and fees related to clean up will be administered according to the “Facility Activities Set Up, Takedown and Clean Up Guidelines” as set out in Schedule “C”, attached hereto and forming part of this Bylaw.

**4.** Annually for promotional purposes the Director may authorize up to 5,000 admission passes.

**5.** To encourage recreational programming the Director may approve incentive pricing for a two contract time period. Subject to the Director's approval, the following rate would apply for the proposed recreation program(s) providing they are not duplicating or in competition with existing programs in the community unless there is a need for expanded service that cannot be satisfied by the current providers. First contract would be a 50% reduction of applicable rate and the second contract would be a 25% reduction of applicable rate.

**6.** Annually the Director may authorize and distribute to various non profit organizations who service the disadvantaged population base a total of two thousand free admission passes to recreation facilities.

**7.** In order to encourage participation by the disabled population all Public Program fees in Schedule “A” will be reduced by 50% of the applicable rate for the disabled person and their assistant.

**8.** All contracts for booking of facilities and resources will be made and documented in accordance with the “Licence Agreement” and “Facility Use – Terms and Conditions” and shall be made on the prescribed form provided by the City.

**9.** All bookings will be in accordance with the appropriate allocation policy.

**10.** The Director may cancel any bookings of the fields if field conditions are not suitable for play.

Facilities Rental (GST extra)	July 1, 2008 - June 30, 2009			July 1, 2009 - June 30, 2010			July 1, 2010 - June 30, 2011		
	Non-Prime	Prime	Daily	Non-Prime	Prime	Daily	Non-Prime	Prime	Daily
<b>EVERGREEN HALL</b>									
<b>Cheam Auditorium</b>									
Youth	\$11.05	\$22.10	\$221.00	\$11.35	\$22.70	\$227.00	\$11.50	\$23.00	\$230.00
Senior	\$11.05	\$44.20	\$442.00	\$11.35	\$45.40	\$454.00	\$11.50	\$46.00	\$460.00
Adult	\$22.10	\$44.20	\$442.00	\$22.70	\$45.40	\$454.00	\$23.00	\$46.00	\$460.00
Commercial	\$44.20	\$88.40	\$884.00	\$45.40	\$90.80	\$908.00	\$46.00	\$92.00	\$920.00
<b>Concession (no charge)</b>									
<b>Slesse Room</b>									
Youth	\$7.25	\$12.25	\$122.50	\$7.50	\$12.60	\$126.00	\$7.50	\$13.00	\$130.00
Senior	\$7.25	\$24.50	\$245.00	\$7.50	\$25.20	\$252.00	\$7.50	\$26.00	\$260.00
Adult	\$14.50	\$24.50	\$245.00	\$15.00	\$25.20	\$252.00	\$15.00	\$26.00	\$260.00
Commercial	\$25.00	\$50.00	\$500.00	\$27.50	\$51.50	\$515.00	\$30.00	\$52.00	\$520.00
<b>Minto or Stage</b> <i>[Stage No Charge when booked with Cheam Room]</i>									
Youth	\$4.35	\$6.45	\$64.50	\$4.35	\$6.70	\$67.00	\$4.00	\$7.00	\$70.00
Senior	\$4.35	\$12.90	\$129.00	\$4.35	\$13.40	\$134.00	\$4.00	\$14.00	\$140.00
Adult	\$7.45	\$12.90	\$129.00	\$7.65	\$13.40	\$134.00	\$8.00	\$14.00	\$140.00
Commercial	\$11.85	\$25.75	\$257.50	\$14.00	\$26.80	\$268.00	\$16.00	\$28.00	\$280.00
<b>Change Rooms (Each)</b> <i>[No Charge when booked with Cheam Room]</i>									
Youth/Senior/Adult	\$2.80	\$3.60	\$36.00	\$2.90	\$3.70	\$37.00	\$3.00	\$4.00	\$40.00
Commercial	\$4.35	\$5.40	\$54.00	\$4.45	\$5.55	\$55.50	\$4.50	\$6.00	\$60.00
<b>Kitchen (With other facility booking)</b> <i>[Includes use of all kitchen equipment]</i>						\$0.00			
Youth/Senior/Adult	\$5.15	\$8.25	\$82.50	\$5.00	\$8.50	\$85.00	\$5.00	\$8.50	\$85.00
Commercial	\$8.25	\$16.50	\$165.00	\$8.50	\$17.00	\$170.00	\$8.50	\$17.00	\$170.00
<b>Kitchen (Without other facility booking)</b>									
Youth/Senior/Adult	\$9.25	\$14.40	\$144.00	\$10.00	\$15.00	\$150.00	\$10.00	\$16.00	\$160.00
Commercial	\$15.45	\$28.80	\$288.00	\$17.50	\$30.00	\$300.00	\$20.00	\$32.00	\$320.00
<b>Exclusive Use - Evergreen Hall</b> <i>[Excludes offices, storage rooms, and Museum Archives]</i>									
Youth	\$20.60	\$41.20	\$412.00	\$21.15	\$42.30	\$423.00	\$21.50	\$43.00	\$430.00
Senior	\$20.60	\$82.40	\$824.00	\$21.15	\$84.60	\$846.00	\$21.50	\$86.00	\$860.00
Adult	\$41.20	\$82.40	\$824.00	\$42.30	\$84.60	\$846.00	\$43.00	\$86.00	\$860.00
Commercial	\$82.40	\$164.80	\$1,648.00	\$84.60	\$169.20	\$1,692.00	\$86.00	\$172.00	\$1,720.00

(AB #3559)

Facilities Rental (GST extra)	July 1, 2008 - June 30, 2009			July 1, 2009 - June 30, 2010			July 1, 2010 - June 30, 2011		
	Non-Prime	Prime	Daily	Non-Prime	Prime	Daily	Non-Prime	Prime	Daily
<b>ARENAS (Fall/Winter/Spring Ice)</b>									
Youth	\$64.90	\$97.60		\$66.50	\$100.05		\$68.00	\$102.00	
Seniors	\$64.90	\$195.70		\$66.50	\$200.60		\$68.00	\$204.00	
Adult	\$137.00	\$247.20		\$140.45	\$253.40		\$143.00	\$258.00	
Commercial	\$231.75	\$494.40		\$237.55	\$506.75		\$246.00	\$516.00	
Junior Hockey (Practice)	\$103.00	\$206.00		\$105.60	\$211.15		\$108.00	\$221.00	
Junior Hockey (Game)		\$309.00			\$316.75			\$323.00	
Training Camps and Schools	\$88.60	\$153.50		\$90.80	\$157.35		\$93.00	\$161.00	
<i>[Additional services at prevailing rates. All tournament/special event hours are charged at prevailing category prime time rates.]</i>									
<b>ARENAS (Summer Ice) July 1 - Labour Day (No Non-Prime hours)</b>									
Youth		\$97.60			\$100.05			\$102.00	
Adult		\$247.20			\$253.40			\$258.00	
Training Camps & Schools (Youth)		\$153.50			\$157.35			\$161.00	
Commercial		\$494.40			\$506.75			\$516.00	
Junior Hockey		\$206.00			\$211.15			\$221.00	
<i>[Additional services at prevailing rates. All tournament/special event hours are charged at prevailing category prime time rates.]</i>									
<b>ARENAS (Dry Floor)</b>									
Youth	\$19.80	\$30.65	\$306.50	\$20.30	\$31.40	\$314.00	\$21.00	\$32.00	\$320.00
Seniors	\$19.80	\$61.30	\$613.00	\$20.30	\$62.80	\$628.00	\$21.00	\$64.00	\$640.00
Adult	\$39.65	\$61.30	\$613.00	\$40.60	\$62.80	\$628.00	\$42.00	\$64.00	\$640.00
Commercial	\$79.30	\$122.60	\$1,226.00	\$81.20	\$125.60	\$1,256.00	\$84.00	\$128.00	\$1,280.00
<i>[Additional services at prevailing rates. All tournament/special event hours are charged at prevailing category prime time rates.]</i>									
<b>TWIN RINKS</b> <i>[Tournament Rate listed below is a daily rate which includes both meeting rooms]</i>									
<b>Fraser Room (Large)</b>									
Youth	\$7.25	\$12.25	\$122.50	\$7.50	\$12.60	\$126.00	\$7.50	\$13.00	\$130.00
Seniors	\$7.25	\$24.50	\$245.00	\$7.50	\$25.20	\$252.00	\$7.50	\$26.00	\$260.00
Adult	\$14.50	\$24.50	\$245.00	\$15.00	\$25.20	\$252.00	\$15.00	\$26.00	\$260.00
Commercial	\$25.00	\$50.00	\$500.00	\$27.50	\$50.40	\$504.00	\$30.00	\$52.00	\$520.00
<b>Vedder Room (Small)</b> <i>[During Tournaments/Special Events, organizers will have free use for a maximum of 10 planning meeting dates]</i>									
Youth	\$4.40	\$6.45	\$64.50	\$4.00	\$6.60	\$66.00	\$4.00	\$7.00	\$70.00
Senior	\$4.40	\$12.90	\$129.00	\$4.00	\$13.20	\$132.00	\$4.00	\$14.00	\$140.00
Adult	\$7.45	\$12.90	\$129.00	\$8.00	\$13.20	\$132.00	\$8.00	\$14.00	\$140.00
Commercial	\$11.85	\$25.75	\$257.50	\$14.00	\$26.40	\$264.00	\$16.00	\$28.00	\$280.00
<b>Meeting Rooms Tournament Rate</b>			\$97.85			\$100.30			\$102.50

Facilities Rental (GST extra)	July 1, 2008 - June 30, 2009			July 1, 2009 - June 30, 2010			July 1, 2010 - June 30, 2011		
	Non-Prime	Prime	Daily	Non-Prime	Prime	Daily	Non-Prime	Prime	Daily
<b>The LANDING SPORTS CENTRE</b>									
<b>Main Floor</b>									
Youth	\$17.00	\$25.25	\$252.50	\$17.40	\$25.80	\$258.00	\$17.50	\$26.50	\$265.00
Seniors	\$17.00	\$50.50	\$505.00	\$17.40	\$51.60	\$516.00	\$17.50	\$53.00	\$530.00
Adult	\$34.00	\$50.50	\$505.00	\$34.80	\$51.60	\$516.00	\$35.00	\$53.00	\$530.00
Commercial	\$68.00	\$101.00	\$1,010.00	\$69.60	\$103.20	\$1,032.00	\$70.00	\$106.00	\$1,060.00
<b>Half Main Floor</b>									
Youth	\$8.50	\$12.65	\$126.50	\$9.00	\$13.50	\$135.00	\$9.25	\$14.50	\$145.00
Seniors	\$8.50	\$25.25	\$252.50	\$9.00	\$27.00	\$270.00	\$9.25	\$29.00	\$290.00
Adult	\$17.00	\$25.25	\$252.50	\$18.00	\$27.00	\$270.00	\$18.50	\$29.00	\$290.00
Commercial	\$34.00	\$50.50	\$505.00	\$36.00	\$54.00	\$540.00	\$29.00	\$58.00	\$580.00
<b>Loft</b>									
Youth	\$8.00	\$12.10	\$121.00	\$8.00	\$12.40	\$124.00	\$8.00	\$13.00	\$130.00
Seniors	\$8.00	\$24.20	\$242.00	\$8.00	\$24.80	\$248.00	\$8.00	\$26.00	\$260.00
Adult	\$16.00	\$24.20	\$242.00	\$16.00	\$24.80	\$248.00	\$16.00	\$26.00	\$260.00
Commercial	\$32.00	\$48.40	\$484.00	\$32.00	\$49.60	\$496.00	\$32.00	\$52.00	\$520.00
<b>Clover Room</b>									
Youth	\$4.35	\$6.45	\$64.50	\$4.00	\$6.60	\$66.00	\$4.00	\$7.00	\$70.00
Senior	\$4.35	\$12.90	\$129.00	\$4.00	\$13.20	\$132.00	\$4.00	\$14.00	\$140.00
Adult	\$7.45	\$12.90	\$129.00	\$8.00	\$13.20	\$132.00	\$8.00	\$14.00	\$140.00
Commercial	\$11.85	\$25.75	\$257.50	\$13.00	\$26.40	\$264.00	\$14.00	\$28.00	\$280.00
<b>Change Rooms (Each)</b> <i>[No charge when booked with Main Floor]</i>									
Youth/Senior/Adult	\$2.80	\$3.60	\$36.00	\$2.90	\$3.70	\$37.00	\$3.00	\$4.00	\$40.00
Commercial	\$4.35	\$5.40	\$54.00	\$4.45	\$5.55	\$55.50	\$4.50	\$6.00	\$60.00
<b>Canopy</b>		\$3.60	\$36.00		n/a			n/a	
<b>Exclusive Use - The Landing Sports Centre</b> <i>[Includes all of the facility excluding the Storage area and Canopy]</i>									
Youth	\$21.10	\$34.50	\$345.00	\$21.65	\$35.30	\$353.00	\$22.00	\$36.00	\$360.00
Senior	\$21.10	\$69.00	\$690.00	\$21.65	\$70.60	\$706.00	\$22.00	\$72.00	\$720.00
Adult	\$42.20	\$69.00	\$690.00	\$43.25	\$70.60	\$706.00	\$44.00	\$72.00	\$720.00
Commercial	\$84.40	\$138.00	\$1,380.00	\$86.50	\$141.20	\$1,412.00	\$88.00	\$144.00	\$1,440.00

Facilities Rental (GST extra)	July 1, 2008 - June 30, 2009			July 1, 2009 - June 30, 2010			July 1, 2010 - June 30, 2011		
<b>FIELD BOOKING FEES</b> (hourly rate) <i>[Field classifications are defined in the City of Chilliwack Field Inventory.]</i>									
	<b>Class A</b>	<b>Class B</b>	<b>Class C</b>	<b>Class A</b>	<b>Class B</b>	<b>Class C</b>	<b>Class A</b>	<b>Class B</b>	<b>Class C</b>
Youth	\$6.95	\$4.35	\$1.25	\$7.15	\$4.45	\$1.30	\$7.25	\$4.50	\$1.40
Adult	\$13.90	\$8.70	\$2.50	\$14.30	\$8.90	\$2.60	\$14.50	\$9.00	\$2.80
Commercial	\$27.80	\$17.40	\$5.00	\$28.60	\$17.80	\$5.20	\$29.00	\$18.00	\$5.60
<b>Tournaments/Training Camps &amp; Schools/Special Events</b> (hourly rate) <i>[Cleanup charges extra]</i>									
Youth	\$4.90	\$3.35	\$1.15	\$5.50	\$3.55	\$1.25	\$6.25	\$3.75	\$1.40
Adult	\$9.80	\$6.70	\$2.30	\$11.00	\$7.10	\$2.50	\$12.50	\$7.50	\$2.80
Commercial	\$19.60	\$13.40	\$4.60	\$22.00	\$14.20	\$5.00	\$25.00	\$15.00	\$5.60
<b>Townsend Balcony</b> <i>[To be booked only when the Sportsfield is booked (eg. Tournaments)]</i>									
Daily Fee			\$17.00			\$17.50			\$18.00
<b>**Note: Outdoor Tennis Courts</b> - Class "C" rate per court - No charge beyond 10 hours/day.									
<b>Track &amp; Field Complex</b> - Class "A".									
<b>Minimum Field Booking Fee</b>			\$7.20			\$7.50			\$8.00
<b>City Parks</b> (incl. Bocci/Horseshoe Pits etc.) Daily Fee			\$17.00			\$17.50			\$18.00
<i>Note: This does not allow for exclusive use of park at exclusion of public</i>									
<b>TOWNSEND SPORT PAVILIONS</b>									
<b>Sport Rooms/Officials Rooms</b> <i>[includes large washrooms]</i>		<b>Hourly</b>	<b>Daily</b>		<b>Hourly</b>	<b>Daily</b>		<b>Hourly</b>	<b>Daily</b>
Youth/Senior/Adult		\$3.60	\$36.00		\$3.75	\$37.50		\$4.00	\$40.00
Commercial		\$4.60	\$46.00		\$5.00	\$50.00		\$6.00	\$60.00
<b>Grandstand</b> <i>[includes washrooms]</i>									
Youth		\$5.90	\$59.00		\$6.10	\$61.00		\$6.25	\$62.50
Adult		\$11.80	\$118.00		\$12.20	\$122.00		\$12.50	\$125.00
Commercial		\$23.60	\$236.00		\$24.40	\$244.00		\$25.00	\$250.00
<b>Grandstand Changerooms</b> <i>[each]</i>									
Youth/Senior/Adult		\$3.60	\$36.00		\$3.75	\$37.50		\$4.00	\$40.00
Commercial		\$4.60	\$46.00		\$5.00	\$50.00		\$6.00	\$60.00

Facilities Rental (GST extra)	July 1, 2008 - June 30, 2009			July 1, 2009 - June 30, 2010			July 1, 2010 - June 30, 2011		
	Non-Prime	Prime		Non-Prime	Prime		Non-Prime	Prime	
<b>Artificial Turf Field Fees</b> (hourly rate)									
<i>Bookable Field Hours 8am-11pm</i>									
<b>Fall/Winter (Sept 1 - Mar 31)</b>									
<b>Prime Hours:</b>									
<i>5-11pm Weekdays &amp; 8am-6pm Weekends &amp; Holidays</i>									
Youth	\$8.00	\$16.00		\$8.15	\$16.30		\$8.30	\$16.60	
Adult	\$16.00	\$32.00		\$16.30	\$32.60		\$16.60	\$33.20	
Seniors	\$8.00	\$32.00		\$8.15	\$32.60		\$8.30	\$33.20	
Commercial	\$32.00	\$64.00		\$32.60	\$65.20		\$33.20	\$66.40	
<b>Training Camps &amp; Clinics</b> (hourly rate)									
Youth	\$8.00	\$16.00		\$8.15	\$16.30		\$8.30	\$16.60	
Adult & Commercial Youth	\$16.00	\$32.00		\$16.30	\$32.60		\$16.60	\$33.20	
<b>Spring/Summer (Apr 1- Aug 31)</b>									
<i>All hours Non-Prime in Spring/Summer Season</i>									
Youth	\$8.00	n/a		\$8.15	n/a		\$8.30	n/a	
Adult	\$16.00	n/a		\$16.30	n/a		\$16.60	n/a	
Commercial	\$32.00	n/a		\$32.60	n/a		\$33.20	n/a	
<b>Minimum Field Booking Fee</b>			\$8.00			\$8.15			\$8.30

Facilities Rental (GST extra)	July 1, 2008 - June 30, 2009			July 1, 2009 - June 30, 2010			July 1, 2010 - June 30, 2011		
MISC. EQUIP RENTALS (GST extra)									
On-site	Unit	Hourly	Daily	Unit	Hourly	Daily	Unit	Hourly	Daily
Paper	\$1.00/table			\$1.00/table			\$1.00/table		
Coffee	\$10.50/10 cups, \$26.00/30 cups			\$10.75/10 cups, \$27.50/30 cups			\$11.00/10 cups, \$29.00/30 cups		
	\$36.00/50 cups, \$51.00/100 cups			\$38.00/50 cups, \$55.00/100 cups			\$40.00/50 cups, \$60.00/100 cups		
TV & VCR/DVD		\$5.15	\$20.60		\$5.00	\$25.00		\$5.00	\$25.00
Wireless Microphone		\$5.15	\$32.95		\$6.00	\$30.00		\$6.00	\$30.00
Portable Sound System		\$7.70	\$46.35		\$8.00	\$40.00		\$9.00	\$45.00
<b>Off-site</b>	<i>[fees are per unit; excludes labour, transportation or equipment; picnic tables are rentable in groups of 5 only]</i>								
Picnic tables (on/off site)	\$10.00/table/day			\$10.00/table/day			\$10.00/table/day		
Bleachers (on/off site)	\$25.00/bleacher/day			\$25.00/bleacher/day			\$25.00/bleacher/day		
Tables (off site)	\$8.00/table/day			\$8.00/table/day			\$8.00/table/day		
Chairs (off site)	\$2.00/chair/day			\$2.00/chair/day			\$2.00/chair/day		
<b>Concession permit (Non-Profit, each)</b>			\$50.00			\$50.00			\$50.00
<b>Concession permit (Commercial, each)</b>			\$100.00			\$100.00			\$100.00
<b>Beer Garden (per day)</b>			\$70.00			\$72.50			\$75.00
<b>Equipment Set Up/Take Down/ Facility Clean Up</b>									
Service Rate (per hour)			\$32.00			\$33.50			\$35.00

PUBLIC PROGRAMS (GST included)	July 1, 2008 - June 30, 2009			July 1, 2009 - June 30, 2010			July 1, 2010 - June 30, 2011		
	Pass (1)	Pass (12)		Pass (1)	Pass (12)		Pass (1)	Pass (12)	
<b>Public Skating</b>									
Tots (2-5)	\$2.00	\$20.00		\$2.00	\$20.00		\$2.00	\$20.00	
Child (6-12)	\$2.50	\$25.00		\$2.50	\$25.00		\$2.50	\$25.00	
Youth (13-18)	\$3.50	\$35.00		\$3.50	\$35.00		\$3.50	\$35.00	
Senior	\$3.50	\$35.00		\$3.50	\$35.00		\$3.50	\$35.00	
Adult	\$4.50	\$45.00		\$4.50	\$45.00		\$4.50	\$45.00	
Family Skate (max. 2 adults + 2 children or 1 adult + 3 children)	\$9.25	\$92.50		\$9.25	\$92.50		\$9.25	\$92.50	
Parents & Tots (during session)	\$2.00	\$20.00		\$2.00	\$20.00		\$2.00	\$20.00	
Drop-In Seniors Hockey	\$5.75	\$57.50		\$5.75	\$57.50		\$5.75	\$57.50	
Drop-In Intermediate Hockey	\$6.75	\$67.50		\$6.75	\$67.50		\$6.75	\$67.50	
Drop-In Adult Hockey	\$7.25	\$72.50		\$7.25	\$72.50		\$7.25	\$72.50	
Drop-in Youth Hockey	\$5.25	\$52.50		\$5.25	\$52.50		\$5.25	\$52.50	
Drop-In Women's Hockey	\$6.75	\$67.50		\$6.75	\$67.50		\$6.75	\$67.50	
Drop-In Adult Beginner Co-Ed Hockey	\$6.75	\$67.50		\$6.75	\$67.50		\$6.75	\$67.50	
<b>Loonie Skate - All Ages</b>	\$1.00			\$1.00			\$1.00		
<b>Toonie Skate - All Ages</b>	\$2.00			\$2.00			\$2.00		
Birthday Party - Package A			\$22.50			\$22.50			\$22.50
Birthday Party - Package B			\$60.00			\$60.00			\$60.00
Birthday Party - Package C			\$100.00			\$100.00			\$100.00
<b>Drop-in Tennis (1.5 hr. game)</b>	<b>Singles</b>	<b>Doubles</b>		<b>Singles</b>	<b>Doubles</b>		<b>Singles</b>	<b>Doubles</b>	
Youth (per person)	\$6.50	\$5.25		\$6.50	\$5.25		\$6.50	\$5.25	
Senior (per person)	\$9.75	\$7.25		\$9.75	\$7.25		\$9.75	\$7.25	
Adult (per person)	\$12.75	\$9.75		\$12.75	\$9.75		\$12.75	\$9.75	
Monthly Youth Pass (school)			\$32.00			\$32.00			\$32.00

(AB #3559)

Facilities Rental (GST extra)	July 1, 2008 - June 30, 2009			July 1, 2009 - June 30, 2010			July 1, 2010 - June 30, 2011		
	Non-Prime	Prime	Daily	Non-Prime	Prime	Daily	Non-Prime	Prime	Daily
<b>PORTABLE DISPLAY SCREEN</b>									
<b>Not-For-Profit Organizations</b>									
Minimum Charge: (Max. 4 hrs. including pickup, local transportation, setup, takedown, and transportation back, drop-off)	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00
Staffing: weekdays and weekends (per/hr)	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00
Statutory holidays (per/hr)	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00
Transportation (out of area) (per/hr)	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
Site visit(if required,min.2 hrs)(per/hr)	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
<b>Private/Commercial Groups</b>									
Minimum Charge: (Max. 4 hrs. including pickup, local transportation, setup, takedown, and transportation back, drop-off)	\$600.00	\$600.00	\$600.00	\$600.00	\$600.00	\$600.00	\$600.00	\$600.00	\$600.00
Staffing: weekdays and weekends (per/hr)	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00
Statutory holidays (per/hr)	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00	\$60.00
Transportation (out of area) (per/hr)	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
Site visit(if required,min.2 hrs)(per/hr)	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00

## SCHEDULE “B”

### Facilities Rules and Regulations

#### 1. Application of Facilities Rules and Regulations

These Rules and Regulations apply to all use of those Civic Properties made available by the City under licence (“Facilities”).

#### 2. Definitions and Interpretation

(1) In these Rules and Regulations

(a) “Adjacent Areas” includes:

- (i) the out of bounds, spectator and parking areas adjacent to sports fields;
- (ii) all the property within the property boundaries of parks and parcels held in fee simple by the City used for recreation, culture, or other civic purposes;
- (iii) the seating areas, lobbies, hallways, public washrooms, assigned dressing rooms and parking areas adjacent to arenas; and
- (iv) the seating areas, lobbies, hallways, public washrooms, assigned dressing rooms and parking areas adjacent to halls and meeting rooms.

(b) “User” applies to an individual, group, company, society, club, or association (“Licensee”) which applies for or holds a licence under agreement for use of Facilities (“Licence Agreement”), and any individual, group, company, society, club, or association who makes use of Facilities whether under the supervision of a Licensee or not.

#### 3. Obligations of Licensees

(1) Licence Fee

A Licensee must pay the City the “Licence Fee” prescribed under Schedule “A”, together with all applicable taxes, less any Performance Deposit required and paid under Section 3(3) of this Schedule:

- (a) in the case of Licensees who have obtained a prior written credit approval with the City, monthly, on receipt of a statement of account;
- (b) in all other cases:
  - (i) a Performance Deposit representing one quarter of the licence fee is due and payable 30 days after the booking has been confirmed with the balance of the licence fee due and payable 30 days prior to the event for which the Licence is issued, if the Licensee has booked more than one month in advance; or

**Obligations of Licensees** (continued)

- (ii) in full at the time of booking, if the Licensee has booked less than one month in advance.

(2) **Additional Fees**

A Licensee must, immediately upon written demand of the City, pay the City additional fees as prescribed under Schedule “A”, together with all applicable taxes for:

- (a) set up, take down and clean up required due to Licensee's use of Facilities and equipment;
- (b) equipment rentals;
- (c) damage to the Facilities or items missing from the Facilities, including costs of cleaning, repairing, replacing or restoring the Facilities plus 15% of those costs as an administration fee; and
- (d) additional rent for each day the Licensee fails to leave the Facilities at the end of the Rental Period, or on termination of the Licence, at the applicable daily rate, plus all costs incurred by the City in relation to the failure of the Licensee to leave the Facilities at the end of the Rental Period.

(3) **Performance Deposit**

A Licensee must deposit with the City as security for the performance and observance of the obligations contained in the Licence Agreement, at the City's option, TWO HUNDRED AND FIFTY DOLLARS (\$250.00) or such higher limit as the City may require from time to time (the “Performance Deposit”), which the City must repay to the Licensee (less the amount due to the City under Section 5 of the Licence Agreement for non-performance or non-observance by the Licensee) within 14 days of the expiration of the Licence Period, or such longer period as may be necessary for the City to determine amounts owed to it.

(4) **Supervision by Adult**

A Licensee must provide a Supervisor, being an adult named in the application for Licence, who must:

- (a) ensure that all persons using the Facilities under the Licence Agreement are aware of the applicable rules and regulations;
- (b) ensure that all persons using the Facilities under the Licence Agreement use appropriate equipment and safety gear, and participate in all activities in a safe manner;
- (c) enforce all rules and regulations governing use of the Facilities and Adjacent Areas made in accordance with the Parks, Recreation and Culture Bylaw, in force from time to time;

**Obligations of Licensees** (continued)

- (d) supervise entrances to and Adjacent Areas to the Facilities to prevent unauthorized persons from entering, and to prevent entrance into unauthorized areas;
  - (e) ensure compliance with the days, dates and times limitations set out in the Licence Agreement;
  - (f) take all reasonable steps to protect the Facilities, the Adjacent Areas and other property of the City;
  - (g) report to the Parks, Recreation and Culture Department at 604-793-2904 any damage to person or property; and
  - (h) remain in attendance during the entire time period specified in the Licence Agreement.
- (5) No Entry of Other Persons

A Licensee must not permit any other person, group or organization not named in the Licence Agreement to use or occupy the Facilities without obtaining authorization from the City in writing prior to any use or occupation of the Facilities by any other person, group, or organization, and the City will attach the Authorization it grants to the Licence Agreement.

**4. Waiver of Deposit**

The City may, at its discretion, waive payment of the Performance Deposit required.

**5. Obligations of All Users**

(1) Care of Facilities

All users of facilities must keep the facilities clean and tidy and free of garbage, exercise the greatest care in the use of the Facilities and Adjacent Areas and, in particular, not affix, place or erect any poster, streamer, light, or any other decoration without the prior approval of the City.

(2) Non-Interference with Neighbours and Adjoining Property Owners

Users of the facilities must not use the Facilities in such a way as to cause any nuisance, damage, disturbance, annoyance, inconvenience or interference to any neighbouring or adjoining properties.

(3) Observance of All Laws and Compliance with Insurance

Users of the Facilities must not:

- (a) do any act, matter or thing which would or might constitute a breach of any law or enactment affecting the Facilities, including and without affecting the generality of the foregoing, the Parks, Recreation and Culture Bylaw, in force from time to time, and all applicable fire regulations; or

**Obligations of All Users** (continued)

- (b) do any act which would or might vitiate in whole or in part any insurance effected in respect of the Facilities from time to time.

(4) Intoxicants

Users of the Facilities must not :

- (a) permit consumption or possession of intoxicants, including alcohol, in any part of the Facilities, unless such use is expressly authorized by a liquor licence granted for the purpose by the Province; or
- (b) admit intoxicated persons into the Facilities or serve intoxicants to any intoxicated person; and

shall comply with the *Liquor Control and Licensing Act*.

**6. Cancellation of Licence**

(1) Cancellation by the Licensee

- (a) Prior to entering into use and occupation under the Licence Agreement, the Licensee may cancel the Licence Agreement by giving two weeks written notice to the City in which case the City may refund to the Licensee the Performance Deposit. If the Licensee fails to give written notice, the Licensee is subject to forfeiture of any Performance Deposit paid as well as any other costs incurred by the City in connection with the Licence Agreement.
- (b) Once the Licensee has entered into use and occupation under the Licence Agreement, the Licensee may cancel the Licence Agreement but forfeits the Performance Deposit. The City may refund any Licence Fees or Additional Fees paid at its discretion.

(2) Cancellation by the City

- (a) Prior to the Licensee entering into use and occupation under the Licence Agreement, the City may cancel the Licence Agreement for any reason, on giving the Licensee two weeks notice and refunding any Performance Deposit paid.
- (b) After the Licensee has entered into use and occupation under the Licence Agreement, the City may cancel the Licence Agreement:
  - (i) without giving any reasons, on giving the Licensee five days' written notice and refunding any Performance Deposit, and any Licence Fee paid on a pro rata basis;
  - (ii) where in the reasonable opinion of the City, the Facilities have become unfit for use, without notice, and on refunding any Deposit and Licence Fee paid on a pro rata basis;
  - (iii) where the Licensee has breached the Parks, Recreation and Culture Bylaw, in force from time to time, without notice and without refund of any Performance Deposit or Licence Fee paid; and

**Cancellation of Licence** (continued)

- (iv) where in the reasonable opinion of the City, it requires the Facilities for emergency municipal purposes, on refunding any Performance Deposit and any Licence Fee paid on a pro rata basis.

**7. Release of Licensee's Claims Arising from Cancellation of Licence Agreement**

The Licensee releases the City from all claims, demands, losses, costs, damages, actions, suits, proceedings or liabilities which it may have against the City or any of its employees, officers, elected officials, agents or representatives by reason of the exercise of the City's cancellation of the Licence Agreement.

**CHILLIWACK PARKS, RECREATION AND CULTURE DEPARTMENT**  
**Facility Use - Terms and Conditions**

1. **Definitions and Interpretation:** The words and phrases in this Licence Agreement have the same meanings as the words and phrases in the Facilities Rules and Regulations of the City as set out in Schedule “B” to the Parks, Recreation and Culture Bylaw (the “Facilities Rules and Regulations”). A reference to the Bylaw is a reference to the Bylaw as amended to the date of this Agreement.
2. **Licence:** Subject to the terms of this Licence Agreement, the City gives the Licensee the right (in common with the City and all other persons authorized by the City so far as use by other persons is not inconsistent with the rights given under this Licence Agreement) to use the Facilities during the Rental Period (the “Licence”).
3. **Licensee's Obligations:** The Licensee agrees that it is bound by and agrees to observe the Facilities Rules and Regulations, and, in particular, agrees:
  - (a) to pay the City all required fees set in accordance with the Facilities Rules and Regulations and Part II to Schedule “A” to the Parks, Recreation and Culture Bylaw, including the Licence Fee, any Additional Fee and any Performance Deposit;
  - (b) as described on the front page of this Licence Agreement, to use only the described Facilities, for the allowed uses, and on the prescribed conditions;
  - (c) prior to the granting of the licence and at least one week prior to the Licensee's first use or occupation of the Facilities, to obtain and provide to the City:
    - I. A CERTIFICATE OF COMPREHENSIVE GENERAL OR PERSONAL LIABILITY INSURANCE IN THE MINIMUM AMOUNT OF \$2 MILLION PER OCCURRENCE, OR SUCH HIGHER LIMIT AS THE CITY MAY REQUIRE FROM TIME TO TIME, WITH THE CITY AS NAMED INSURED, AND
    - II. A CERTIFICATE OF TENANT'S LEGAL LIABILITY INSURANCE IN THE MINIMUM AMOUNT OF \$100,000 PER OCCURRENCE, OR SUCH HIGHER LIMIT AS THE CITY MAY REQUIRE FROM TIME TO TIME,
    - III. ACCEPTABLE TO THE CITY COVERING THE LICENSEE'S USE AND OCCUPATION OF THE FACILITIES, SUCH INSURANCE POLICIES TO CONTAIN A CLAUSE WHEREBY THE INSURER WILL GIVE THE CITY PRIOR WRITTEN NOTICE OF INSURANCE CANCELLATION OR MATERIAL CHANGE, AND IT IS THE LICENSEE'S RESPONSIBILITY TO ASCERTAIN THE ADEQUACY AND NECESSITY OF INSURANCE OBTAINED AS WELL AS TO DETERMINE WHAT ADDITIONAL INSURANCE, IF ANY, INCLUDING BUT NOT LIMITED TO WORKER'S COMPENSATION AND PARTICIPANTS INSURANCE, ARE NECESSARY AND ADVISABLE FOR ITS OWN PROTECTION AND/OR TO FULFIL ITS OBLIGATIONS UNDER THIS LICENCE AGREEMENT, WITH ANY SUCH ADDITIONAL INSURANCE TO BE MAINTAINED AND PROVIDED AT THE SOLE EXPENSE OF THE APPLICANT.

INITIALS

**Licensee's Obligations:** (continued)

- (d) to provide a supervisor in accordance with Schedule “B” s. 3.(4) of the Facilities Rules and Regulations;
- (e) at the end of the Rental Period, or upon receipt of notice of termination of the Licence, the Licensee to surrender immediately and yield up to the City the Facilities and all furnishings, fittings and equipment in the same condition as they were at the beginning of the Rental Period;
- (f) to pay all fees, licenses, taxes or other charges imposed by the City or the Provincial or Federal Government which arise from the Licensee's use or occupation of the Facilities or from the activities of the Licensee on and in the Facilities;
- (g) to engage and pay for adequate police, fire and security protection and any other personnel deemed necessary by the City for the Rental Period, and if the Licensee fails to provide such personnel, the City may, without notice to the Licensee, provide the same and the Licensee will pay the cost upon demand;
- (h) it has inspected the Facilities, and acknowledges that they are suitable for the Licensee's purposes;
- (i) to permit any employee or contractor of the City to enter the Facilities for maintenance, repair or cleaning during the Licensee's occupation of the Facilities; and
- (j) on behalf of itself and as agent for any individual, group, company, society, club or association using the Facilities under this Licence Agreement:
  - I. TO RELEASE THE CITY AND ITS ELECTED OFFICIALS, DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, SERVANTS, AGENTS, SOLICITORS, CONSULTANTS, SUCCESSORS AND ASSIGNS FROM ANY AND ALL LIABILITY FOR ANY LOSS, DAMAGE, DEATH, INJURY, EXPENSE OR COSTS, INCLUDING LEGAL OR OTHER FEES INCURRED IN RESPECT OF ANY SUCH LOSS SUFFERED, OR SUFFERED BY NEXT OF KIN, AS A RESULT OF USE OF OR PRESENCE ON THE FACILITIES DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS LIABILITY ACT OF BRITISH COLUMBIA,
  - II. BUT NOT TO RELEASE THE CITY AND ITS ELECTED OFFICIALS, DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, SERVANTS, AGENTS, SOLICITORS, CONSULTANTS, SUCCESSORS AND ASSIGNS FOR ANY LOSS RESULTING FROM OR ARISING OUT OF ITS OR THEIR NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY DUTY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIER'S LIABILITY ACT OF BRITISH COLUMBIA;

INITIALS

**Licensee's Obligations:** (continued)

INITIALS

- III. TO HOLD HARMLESS AND INDEMNIFY THE CITY AND ITS ELECTED OFFICIALS, DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, SERVANTS, AGENTS, SOLICITORS, CONSULTANTS, SUCCESSORS AND ASSIGNS FROM ANY AND ALL LIABILITY FOR ANY DAMAGE TO PROPERTY, OR PERSONAL INJURY TO, INCLUDING DEATH OF, ANY THIRD PARTY, RESULTING FROM USE OF THE FACILITIES, SAVE AND EXCEPT FOR ANY DAMAGE TO PROPERTY, OR PERSONAL INJURY TO, INCLUDING DEATH OF, ANY THIRD PARTY CAUSED BY THE CITY AND ITS ELECTED OFFICIALS, DIRECTORS, OFFICERS, EMPLOYEES, REPRESENTATIVES, SERVANTS, AGENTS, SOLICITORS, CONSULTANTS, SUCCESSORS AND ASSIGNS.

**4. Cancellation by the Licensee**

- (a) Prior to entering into use and occupation under this Licence Agreement, the Licensee may cancel this Licence Agreement on giving two weeks' written notice to the City in which case the City may refund to the Licensee the Performance Deposit. If the Licensee fails to give written notice, the Licensee is subject to forfeiture of any Performance Deposit paid as well as any other costs incurred by the City in connection with this Licence Agreement.
- (b) Once the Licensee has entered into use and occupation under this Licence Agreement, the Licensee may cancel this Licence Agreement but forfeits the Performance Deposit. The City may refund any Licence Fees or Additional Fees paid at its discretion.

**5. Cancellation by the City**

- (a) Prior to the Licensee entering into use and occupation under this Licence Agreement, the City may cancel this Licence Agreement without giving any reason, on giving the Licensee two weeks' notice and refunding any Performance Deposit paid.
- (b) After the Licensee has entered into use and occupation under this Licence Agreement, the City may cancel this Licence Agreement:
- I. WITHOUT GIVING ANY REASON, ON GIVING THE LICENSEE FIVE DAYS WRITTEN NOTICE AND REFUNDING ANY PERFORMANCE DEPOSIT, AND ANY LICENCE FEE PAID ON A PRO RATA BASIS;
- II. WHERE IN THE REASONABLE OPINION OF THE CITY, THE FACILITIES HAVE BECOME UNFIT FOR USE, WITHOUT NOTICE, AND ON REFUNDING ANY DEPOSIT AND LICENCE FEE PAID ON A PRO RATA BASIS;
- III. WHERE THE LICENSEE HAS BREACHED THE PARKS, RECREATION AND CULTURE BYLAW, THE FACILITIES RULES AND REGULATIONS, OR THIS LICENCE AGREEMENT, WITHOUT NOTICE AND WITHOUT REFUND OF ANY PERFORMANCE DEPOSIT OR LICENCE FEE PAID; AND
- IV. WHERE IN THE REASONABLE OPINION OF THE CITY, IT REQUIRES THE FACILITIES FOR EMERGENCY MUNICIPAL PURPOSES, ON REFUNDING ANY PERFORMANCE DEPOSIT, AND ANY LICENCE FEE PAID ON A PRO RATA BASIS.

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6. **Release of Licensee's Claims Arising from Cancellation of Licence Agreement:** The Licensee releases the City from all claims, demands, losses, costs, damages, actions, suits, proceedings or liabilities which it may have against the City or any of its employees, officers, agents or representatives by reason of the exercise of the City's cancellation of this Licence Agreement.
7. **Notices:** Whenever it is required or desired that either the City or the Licensee shall deliver or serve a notice on the other, delivery or service shall be deemed to be satisfactory if and deemed to have occurred when:
  - (a) mailed by prepaid registered mail on the date received or on the sixth day after receipt of mailing by any Canada post office, whichever is the earlier, so long as the notice is mailed to the City or Licensee at the address provided herein or to whatever address the City or Licensee may from time to time provide to the other party; or
  - (b) the Licensee or the Clerk of the City has been served personally, on the date of service.
8. **No Interest in Land Created:** This Licence Agreement grants no interest in land to the Licensee, and the City may use and enjoy the Facilities subject only to the rights and restrictions under this Licence Agreement, and in particular, may enter the Facilities to ensure that the Licensee is abiding by the terms of the Licence Agreement.
9. **No Representations or Warranties:** The City makes no representations or warranties as to the state of repair or to the suitability or fitness of the Facilities for the Licensee's use.
10. **Entire Agreement:** The terms and conditions contained in this Licence Agreement, incorporating the Facilities Rules and Regulations, constitute the entire agreement between the parties and supersede all previous communications, representations and agreements, whether verbal or written, between the parties with respect to the subject matter of this Licence Agreement.
11. **Enurement:** This Licence Agreement will enure to the benefit of and be binding on the City and the Licensee notwithstanding any rule of law or equity to the contrary.
12. **Waiver of any Breach:** Waiver of any breach by either the City or the Licensee shall not be deemed to be waiver of any subsequent breach.
13. **Severance:** If any portion of this Licence Agreement is held invalid by a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of this Licence Agreement.
14. **No Agency Created:** The Licensee, its agents and employees, are not deemed to be agents or employees of the City.
15. **No Assignment:** The benefit of this Licence is personal to the Licensee and is not assignable, without the written approval of the City.

- 16. Events Beyond Control of City:** The City is not responsible for any damages whatsoever for failing to make available the Facilities to the Licensee because of structural or mechanical difficulty with the Facilities, acts of God, strike, lockout, labour dispute, action by Government, refusal or failure of the prior Licensee to leave the Facilities, or any other circumstance beyond the control of the City.
- 17. City's Obligations:** The City agrees to:
- (a) ensure that during the Licence Period the Facilities are provided with electrical light and power, heat and janitor services as reasonably required by the Licensee in its occupation and use of the Facilities; and
  - (b) will permit an applicant for a Licence access prior to grant of a Licence, or the Licensee access prior to use and occupancy, for the purposes of inspection of the Facilities.
- 18. City's Rights Under Other Laws:** Nothing contained or implied in this Licence Agreement shall prejudice or affect the City's rights or powers in the exercise of its functions under the *Community Charter, Chapter 26* or its rights and powers under all public and private statutes, bylaws, orders and regulations, all of which may be fully and effectively exercised in relation to the Facilities as if this Licence Agreement had not been executed and delivered by the Licensee.
- 19. Governing Law:** This Licence Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.
- Licensee's Warranty of Authority:** The Licensee warrants that the Licensee has sufficient authority, power and capacity to give the release and indemnity in Section 3(j).

## SCHEDULE “C”

### Facility Activities Set Up, Takedown and Clean Up Guidelines

#### Set Up/Takedown/Clean Up Definitions:

1. Set up and clean up times differ from one style of setup to another. The set up and takedown times are based on the assumption that the chairs and tables are stored in the same location/facility. If they have to be moved from one area to another additional charges will be added.
2. Basic set up and takedown estimates for tables and chairs are the same for all Civic facilities.
  - Set up and takedown for events requiring chairs only:  
½ man hour per 100 people
  - Set up and takedown for events requiring tables and chairs:  
¾ man hour per 100 people
3. Set up/takedown for special events could vary depending on requirements. Additional charges for moving equipment from point A to point B or removal of garbage, removal of tape off the floor, etc. could result in additional charges.
4. Clean up generally means sweeping and washing of the floors only.
5. Clean up for meeting style events and physical activities includes sweeping of floor and minimal spot washing.
6. Clean up for banquets and special events includes sweeping and complete floor washing. This does not include cleaning off tables of dishes, drink glasses, etc. or removing decorations. Additional clean up charges would be required to clear tables and wash tables and chairs because of spillage and/or to make repairs to facilities or equipment damaged during the rental period.