

Event: _____ **Event Date:** _____

The City reserves the right to waive specific terms and conditions based on the nature of the event.

- Initials

1. Organizers or person(s) agree to defend, indemnify, and hold harmless the City of Parksville and its officers, agents, and employees for any and all claims, demands, actions, damages, losses, and expenses, including attorney fees and costs of litigation, arising out of, or relating to, the organizer(s) performance under this contract.
- Initials

2. Obtain and maintain host liquor liability coverage during the term of this event in a comprehensive general liability insurance policy providing coverage of not less than \$5 million, naming the City of Parksville as an additional insured. A copy of such policy shall be delivered to the City a **minimum of 10 working days prior to the event date**.
- Initials

3. Organizers must provide the City with a refundable damage deposit of \$500 (to cover any loss or damage resulting from the event), a **minimum of 10 working days prior to the event date**. Such amount may be increased if deemed necessary. The \$500 damage deposit will be refunded, providing no damage to municipal property and infrastructure has occurred. Payment of damage deposit may be made by cash, cheque or debit at the City's finance department, 100 Jensen Avenue East, during normal business hours.
- Initials

4. Provide a valid Special Event Permit (SEP) under the Liquor and Cannabis Regulation Branch of BC.
- Initials

5. Ensure appropriate public and emergency vehicle access is maintained to all roads, the park, and adjacent facilities, providing all necessary traffic controls necessary to regulate parking and emergency access acceptable to all emergency services. Trained traffic assistants must be used when directing traffic in parking lots, as per WorkSafeBC, Part 18: Traffic Control. Emergency lanes must be kept clear and accessible.
- Initials

6. Ensure the area created for the beer garden is enclosed and patrolled, using a 6-foot fence and suitable barriers or double fencing with an 8-foot separation between two barrier fences, and providing details of the security staff assisting with the beer garden event including the control of entrances and exits.
- Initials

7. The beer garden will not exceed 2 days in duration for any one event unless held on a long weekend in which case beer gardens are not to exceed 3 days in duration for any one event.
- Initials

8. The hours of operation will be maintained to a maximum of any 6 hours between 11 am and 8 pm and a minimum of 2 hours closure of the beer garden prior to any other liquor permits being issued in the area (i.e. Parksville Community Park) will be ensured.
- Initials

9. Ensure no minors are allowed in the beer garden premises.
- Initials

10. Provide a detailed map of sufficient size showing the proposed location of the beer garden, indicating all entrances and exits, and the number and location of portable toilets and extra garbage containers.
- Initials

11. Provide confirmation that tables and chairs have been obtained for the patrons. Provide identifiable paper cups and assurance that food will be available to the patrons. Ensure all concessions (food vendors) comply with all applicable health and safety requirements and Policy 3.18 (Food Concessions in the Community Park). Ensure concessions are allowed to remain open for 1 hour only beyond the closing of the beer garden.

12. Organizer(s) shall be responsible to cover any loss or damage resulting from the event. If a damage deposit has been provided, it will be applied to the damage costs first. Upon conclusion of the event, the event location will be inspected by City staff for any damage.
13. Organizers will maintain, and if required, refurbish all municipal property and infrastructure to its original condition within 48 hours of the completed event and to the satisfaction of the City of Parksville.
14. Keys for gate access or utilities (water/power) can be arranged for pickup through the special events coordinator at the administration department, 100 Jensen Avenue East, during regular office hours. A \$50 deposit is required and will be refunded upon return of key(s). Callout costs incurred by the City for the provision of keys after hours will be the responsibility of the organizer.
15. Organizers will ensure the collection of litter from the event site(s) and as required, arrange for placement, maintenance, and removal of trash bins for the duration of the event. The City is not responsible for providing additional garbage cans or bins.
16. Organizers will arrange for installation and maintenance of portable toilets, in a quantity suitable to the expected number of attendees, for the duration of the event. Generally, one portable toilet for every 100 attendees per 4-hour event.
17. Approval for use of private property is the sole responsibility of the organizer(s).

I have read and agree to the City of Parksville's Terms and Conditions as listed above.

Name

Signature of Authorized Representative

Date Signed