

Event: \_\_\_\_\_ Event Date: \_\_\_\_\_

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

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.
2. Organizers wishing to close city streets and/or sidewalks to host an event must apply for approval from the City of Parksville. As per WorkSafe BC, part 18: Traffic Control, organizers must submit a traffic control plan and use a licenced Traffic Control Person to manage/control all traffic. Emergency vehicle parking and access must be maintained at all times. The City of Parksville is not responsible for providing signage, barricades, parking, or traffic control for any event. Traffic signals will not be altered to accommodate events.
3. Trained traffic assistants must be used when directing traffic in parking lots, as per WorkSafe BC, part 18: Traffic Control. Emergency lanes must be kept clear and accessible.
4. Organizers must ensure it is clearly stated that any parking fee is strictly by voluntary donation and ensure this information is posted visibly at the site and mentioned in any event advertisement.
5. Site plans and traffic plans must be submitted to the special events coordinator at least 60 days in advance of event. Plans are subject to review/approval of department staff. Organizers may be required to alter plans based on recommendations from the special events coordinator, operations department, engineering department, Parksville Fire Rescue, and/or RCMP.
6. **Depending on the nature of the activity and number of anticipated participants**, comply with all applicable requirements of the City's "Liability Insurance Coverage" policy to obtain and maintain during the term of this event, a comprehensive general liability insurance policy providing coverage, to be determined by the City, of not less than \$2 million and up to \$5 million naming the City of Parksville as an additional insured. A copy of the policy must be delivered to the City a **minimum of 10 working days prior to the event**. Where the event includes the service of liquor under a permit issued pursuant to this policy and a permit issued under the *Liquor Control and Licensing Act*, the comprehensive general liability insurance shall be extended to include "Host Liquor Liability" coverage.
7. **For events held on the Parksville Civic and Technology Centre site**, obtain and maintain during the term of this event, a comprehensive general liability insurance policy providing coverage of not less than \$5 million naming the City of Parksville, Qualicum School District and Vancouver Island University as additional insureds. A copy of the policy must be delivered to the City a **minimum of 10 working days prior to the event**.
8. 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.

9. 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 staff for any damage.
10. 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.
11. 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.
12. 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.
13. 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.
14. Organizers who have applied for concession/food truck approval must supply a list of food vendors to the special events coordinator. Food concessions must comply with all applicable health and safety regulations and business licence requirements. (Policy 3.18) Food concessions must not be located with a radius of 50 metres from the Parksville Community Park food truck pad.
15. Organizers must abide by the City's Parks Bylaw No. 1523, Part 3, Section 14, which states zero-tolerance of alcohol possession in all City parks, unless in conjunction with a special licence obtained under the *Liquor Control and Licensing Act*.
16. Parking is only permitted in designated areas. Organizers are prohibited from parking or driving on the grass. Organizers must apply for a temporary parking permit to access restricted areas of the Parksville Community Park for loading, unloading, and parking as per Policy 3.38.
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