



DEFINITIONS

Throughout these Terms and Conditions the following terms will have the following meanings:

APPLICANT means the individual or organization identified in the Event Application

BCAS means BC Ambulance Services

CITY means City of Richmond

EVENT means the event identified in the Event Application

RFR means Richmond Fire Rescue

SITE means the site identified in the Event Application

EVENT APPLICATION means the online or hard copy application submitted stipulating the location of the Site and related details of the event

SOCAN means Society of Composers, Authors and Music Publishers of Canada

TERM means the period of time identified in the Event application

VCH means Vancouver Coastal Health

POWER EQUIPMENT means generators, motorized equipment, refrigeration units, amusement rides

ALCOHOL

The Applicant will not bring or consume or distribute any alcoholic beverages at the Site except with the City's prior written consent and with a valid permit under the BC *Liquor Control and Licensing Act*, a copy of which permit will be submitted to the City thirty (30) days prior to the Event. The Applicant will ensure that its officers, employees, contractors, subcontractors, licensees and permittees comply with the BC Liquor Control and Licensing Act and the regulations made under it. The Applicant will provide the City with ninety (90) days prior written notice that the Applicant intends to bring or consume or distribute any alcoholic beverages at the Site. (See Event Guide).

AMPLIFIED OR LIVE SOUND

The Applicant will not broadcast music or other amplified sound on the Site without the City's prior written consent. The Applicant agrees that music sound volumes will be kept to a reasonable level, as determined by the City under Bylaw 6989. No live or recorded music will be played at the Site unless a license to play music has been purchased from SOCAN through the City Rentals Office prior to the Event.

"AS IS"

The Applicant acknowledges that the City has made no representations or warranties as to the state of repair of the Site, the safety of the Site, the stability or state of the soil thereon, or the suitability of the Site for any business, activity or purpose whatsoever. The City will not be obliged to furnish any services, utilities or facilities or to make repairs or alterations in or to the Site, except as specified herein. The Applicant accepts the Site "as is, where is".

ASSIGNMENT AND SUBLICENSING

The Applicant will not assign, sublicense or otherwise transfer to any person the Applicant's rights hereunder without the City's prior written consent.

CANCELLATION BY APPLICANT

The City will not issue any refund to the Applicant if the Applicant gives the City less than 14 days notice of cancellation. If more than 14 days notice is given, a refund will be returned to the Applicant upon receipt of written notice of the cancellation.

CANCELLATION BY CITY

The City reserves the right to cancel, postpone or reschedule the Event with 48 hours prior notice to the Applicant other than in the case of emergency or the existence of other conditions (including adverse weather and site conditions), in which case the City may cancel the Event with less notice. In such event, the City will refund to the Applicant any fees paid to date.

The City reserves the right to cancel, postpone or reschedule the Event if the Applicant fails to comply with these Terms and Conditions. In such event, the Applicant is not entitled to any refund of any fees paid and the Applicant may be liable to pay any additional costs incurred by the City due to the cancellation.

COMPLIANCE

The Applicant will obey all laws and bylaws and obtain all permits and approvals applicable to the Event. The Applicant will also ensure that all attendees adhere strictly to these Terms and Conditions. The Applicant will also ensure that the maximum permitted occupancy of the Site is not exceeded at any time. If required, the Applicant will have a valid City of Richmond business license.

DEPOSIT

The City may require a deposit to secure the payment of any costs and expenses incurred by the City in restoring the Site after the Event. The Applicant is responsible for any damage to Site resulting from the Event and must promptly report any such damage to the City. The cost of repairs and/or cleaning will be deducted from the deposit and the Applicant will promptly pay any amount owing in excess of the deposit. When the Applicant has performed its obligation to restore the Site after the Event to the satisfaction of the City, the City will return the deposit to the Applicant less all sums drawn down by the City to restore the Site after the Event.

ELECTRICITY

The Applicant will provide electrical power required for the purposes of the Event. Prior to using or installing any electrical power sources or electrical wiring, the Applicant will obtain any required electrical permits from the BC Safety Authority. This permit will outline the type of event, the size (in electrical terms) and location of the event. This permit is only available to a licensed electrical contractor in the Province of BC.

FEES

Upon approval of the Event Application, the Applicant will pay all fees as stipulated in the contract.

FIREWORKS

In relation to the proposed use of fireworks, the Applicant will:

- a) obtain the written approval of the City, the RCMP and the Fire Department prior to using any fireworks;
- b) comply with any conditions imposed by and carry out recommendations of the City, the RCMP or the Fire Department in relation to proposed fireworks;
- c) comply with the City's *Fireworks Regulation Bylaw No. 7917* as the same may be amended or replaced from time to time.

FIRST AID

Richmond Fire Rescue and BC Ambulance Services may also be required to approve the safety plan. The Applicant will implement all recommendations made by the City, RFR and BCAS.

A safety plan will form part of the Event Application and, subject to modification by the City, must be approved prior to the event occurring.

FOOD SERVICES

If the Applicant wants to have food services for the Event, the Applicant will ensure that all required permits are obtained from VCH and any other regulatory authorities and that the provision of food services is in strict compliance with VCH requirements and the requirements of other regulatory authorities. The Applicant will provide the City with copies of permits upon request by the City.

GARBAGE AND RECYCLING	<p>The Applicant will dispose of all garbage generated by the Event daily and immediately after the completion of the Event and will leave the Site in a clean and safe condition.</p> <p>The Applicant is responsible for providing appropriate recycling containers for beverages and corrugated cardboard and for disposal of all recyclable materials generated by the Event. The Applicant will submit a recycling plan to the City for the Event. The Applicant will dispose of all recycling materials generated by the Event immediately after the completion of the Event. If applicable, the Applicant will also provide appropriate recycling containers for the disposal of grease and oil and dispose of such material as required by all applicable laws and bylaws.</p>
INSURANCE	<p>The Applicant will obtain and maintain during the Term comprehensive public liability insurance with a limit of not less than Five Million Dollars (\$5,000,000.00) (or such greater amount as the City may require) for loss, damage, injury or death arising out of any one occurrence. The policy will name the City and other property owners as an additional insured thereunder. The policy will contain a cross-liability clause. The Applicant will provide the City with satisfactory proof of such coverage prior to the beginning of the Term. The insurance will contain "Host Liquor Liability" coverage if the Applicant will be providing alcoholic beverages.</p>
MERCHANDISE SALES	<p>The Applicant will not permit any retail merchandising on the Site except with the City's prior written approval.</p>
NON-DEROGATION	<p>Nothing contained or implied in this Agreement will fetter in any way the discretion of the City or the Council of the City. Further, nothing contained or implied in these Terms and Conditions will derogate from the obligation of the Applicant under any other agreement with the City or, if the City so elects, prejudice or affect the City's rights, powers, duties or obligation in the exercise of its functions pursuant to the <i>Community Charter</i> or the <i>Local Government Act</i> or act to fetter or otherwise affect the City's discretion, and the rights, powers, duties and obligations of the City under all public and private statutes, bylaws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised in relation to the Site as if these Terms and Conditions and the resultant agreement had not been executed and delivered by the Applicant and the City.</p>
NUISANCE	<p>The Applicant will not do, suffer or permit to be done, any act or thing upon or to the Site, which will or would constitute a nuisance to the occupiers of any lands or premises adjoining or in the vicinity of the Site or to the public generally.</p>
PARKING PLAN	<p>The Applicant will submit a parking plan to the City which requires the approval of the City in writing prior to the Event occurring. During the Event, the Applicant must strictly comply with and enforce any City approved parking plan.</p>
PERMITTED USE	<p>The Applicant will use the Site only for the Event as described in the application and for no other purpose without the City's prior written consent. The Applicant will not knowingly permit or suffer waste or injury to the Site or any part thereof and will not use or occupy or permit to be used or occupied any portion of the site for any unlawful purpose. The Applicant will not release, dump, spill or place, or allow to be released, dumped, spilled or released on the Site any hazardous material. The Applicant will not prune, cut, plant, damage or remove vegetation.</p>
PRODUCT SAMPLES	<p>The Applicant will not permit any distribution of product samples on the Site except with the City's prior written approval.</p>
PUBLIC RELATIONS	<p>In relation to local residents and to the public in general, the Applicant will, at its sole expense:</p> <ol style="list-style-type: none"> a) promote and maintain good relations with local residents, and in particular, where local residents may be affected by traffic, street closures, parking restrictions or parking for Event vehicles, unusual noise, fumes, odours or lighting conditions; b) promote and maintain good relations with the public in general; c) the City may require a public relations plan and copies of any materials to be distributed.

RELEASE AND INDEMNITY	The Applicant will release and indemnify, defend and save harmless the City, its officers, employees, agents, licensees, permittees, contractors, subcontractors, successors, volunteers, and assigns from and against any and all liability or claims of liability, for personal injury, property damage, or other loss caused by or arising out of the Event, including all damages, expenses, costs, including legal or other fees, except in respect of any damages or judgment resulting from or arising out of any negligence or fault on the part of the City with respect to the maintenance or condition of the Site, to the extent that the damage, loss or injury was caused by the sole negligence of the City.
REPRESENTATION	If the Applicant is an organization that is a partnership, firm or corporation, the Applicant represents and warrants to the City that the Applicant has sufficient power, authority and capacity to enter into this Agreement and has caused this Agreement to be executed by its authorized signatories.
RESTORATION	The Applicant will remove any equipment, materials, installations or other objects from the Site on or before the expiry or sooner termination of the Term. If the Applicant fails to do so, the City may, at its option, remove any such remaining equipment, materials, installations or other objects and store the same at the sole cost and liability of the Applicant, provided that if the Applicant does not recover such items and compensate the City for any reasonable removal or storage costs therefore thirty (30) days after receipt of written notice to do so, the City may, at its option, dispose of such items and retain the proceeds, if any, without liability to the Applicant. The City will not be liable for any damage to or loss of any such items.
ROAD CLOSURES	If the Event requires one or more road closures, the Applicant will submit a traffic control plan to the City. The Applicant must receive the prior written approval from the City's Transportation Division prior to closing any roads. The Applicant will pay all costs relating to the road closure such as signage, traffic controllers, or any required equipment.
SECURITY	The Applicant is responsible for providing appropriate security for the Event at the Applicant's cost. If requested by the City and/or RCMP, the Applicant will submit a security plan for the Event. If the City and/or RCMP requires the submission of a security plan for the Event, the Event may not occur until the City and/or RCMP provides its written approval of the security plan. During the Event, the Applicant must strictly comply with any approved security plan and is responsible for provision of and all costs associated with appropriate security.
SIGNAGE	The Applicant will not display or install any signs or notices for the Event on or at the Site without the City's prior written approval.
SMOKING	Smoking is prohibited in many City-owned or controlled properties. When on the Site, the Applicant will comply with all provincial, municipal, and/or School District smoking prohibitions and ensure that its officers, employees, contractors, subcontractors, licensees, permittees and volunteers comply with such prohibitions (see Public Health and Protection Bylaw 6989 and Amendment Bylaw 8254).
SPONSORSHIP	The City reserves the right to approve sponsors.
TENTS AND OTHER STRUCTURES	The Applicant is required to obtain a temporary tent permit from the City's Building Approvals Division for each tent or set of tents that are 60 square metres or greater in area or if the occupant load exceeds 60 persons. The Applicant may not install any staging, bleachers or temporary structures on, in or above the Site unless the City has provided its prior written approval.
UTILITIES	The City will only provide the utilities specified in these Terms and Conditions.
WASHROOMS	If there are an inadequate number of permanent washrooms, the Applicant will provide the number of portable washrooms identified by the City as being required for the Event, if any (see Event Guide).