

Facility Use Rental Application

1. I, _____, representing _____
(Name of Individual) (Organization, if applicable)
 hereby request permission to use of the following Facility:

Facility requested: HOL Band Hall _____

2. The purpose of this use will be: _____
(Meeting, Meal, Reception, Party, Fundraiser, etc.)

OKIB Events are covered under OKIB insurance, but non-OKIB events require general liability insurance (see clause 3)

Are you an OKIB Band Member? Yes No
 Is this an OKIB Event? Yes No If yes, which department? _____

Date of use:	From: Date: _____	Time: _____
	To: To: _____	Time: _____
Estimated Number of Participants:		
Estimated Number of Spectators:		
Are you Charging a Participant Fee?	<input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, how much per participant? \$ _____
Are you Charging a Spectator Fee?	<input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, how much per spectator? \$ _____

3. The event/activity proposes:

Alcoholic Beverages	Prohibited	Entertainment	<input type="checkbox"/> Yes <input type="checkbox"/> No
Fire Works Display	Upon Request	Is this event on a weekend?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Merchandise Selling	<input type="checkbox"/> Yes <input type="checkbox"/> No	Will you need the kitchen ? (if applicable)	<input type="checkbox"/> Yes <input type="checkbox"/> No
Temporary Structures or Tents	<input type="checkbox"/> Yes <input type="checkbox"/> No	Food Selling?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Other (explain)			

Facility Use Rental Agreement

Terms of Agreement

The individual, Group or Organization, requesting permission to use a facility, property and/or related premises of the Okanagan Indian Band ("Facility" or "Facilities") herein shall be referred to as the "Licensee".

1. Scope of Agreement

- 1.1) In consideration of the Licensee's request for permission to use the Facility, Okanagan Indian Band (hereinafter called "OKIB") permits the Licensee to use the Facility for the times requested, for purposes requested, in accordance with this Facility Use Permit Agreement (the "Agreement").

2. Licensee's General Obligations

OKIB requires that the Licensee:

- 2.1) adhere to the terms of this Agreement, failure to do so will result in termination of this Agreement.
- 2.2) be **responsible for any damages** incurred by the Licensee and their guests;
- 2.3) exercise the greatest **care** in the use of the Facility and leave the Facility **clean** and tidy. Failure to do so will result in an extra fee for cleaning;
- 2.4) **report all damages** incurred by using the Facility immediately to OKIB
- 2.5) **provide responsible supervision** and ensure that all activities conducted in the Facility are under the immediate supervision and control of a competent and trustworthy adult as named on this Agreement, who will be personally responsible for the Facility;
- 2.6) call OKIB at 250-542-3444 and cancel this Agreement if the Facility will not be used on the designated dates;
- 2.7) pay whatever fees are levied according to this Agreement;
- 2.8) **inform all associated users and guests** connected with this Agreement of the terms, regulations and rules for using the Facility;
- 2.9) any **extra costs** over and above the normal contract services (i.e. additional clean-up, garbage pick-up or damages) will be charged back to the Licensee at the conclusion of the event;
- 2.10) the Licensee shall strictly observe and **abide by all laws**, statutes, bylaws and statutory regulations relating to the Facility and its use;
- 2.11) the Licensee may **not assign any of the rights** granted by this Agreement to any other person;
- 2.12) all the laws, statutes and regulations relating to **fire prevention** applicable to the Facility must be observed;

- 2.13) **alcoholic beverages are not permitted** in the Facility without prior approval of OKIB and a licence duly issued under the provision of the Liquor Control and Licensing Act;
- 2.14) OKIB is not responsible for **lost, stolen or damaged personal property or injuries**;
- 2.15) the **facility may not be altered** in any way; and
- 2.16) OKIB may at any time, while the Facility is occupied or used by the Licensee, **enter the Facility and inspect the Facility** and may make or cause to be made any alterations, repairs or additions which in its opinion it believes are necessary for the safety of persons or for use of the Facility or preservation of the Facility; and OKIB shall not be liable to the Licensee for any damage, direct or consequential, caused by such inspection or works undertaken by OKIB.

3. Insurance Requirements:

- 3.1) Prior to issuance of the Agreement, the Licensee shall obtain and maintain, at its own expense, prepaid comprehensive general liability for the use of the Facility including, without limitations, coverage for the indemnity provided by the Licensee. Such comprehensive general liability insurance shall include the following:
 1. The terms of such insurance shall be satisfactory to OKIB, which shall be included as additional insureds. For clarity, the additional insureds shall be named as: OKIB;
 2. Each required policy of insurance shall be written on a comprehensive basis with inclusive limits of not less than \$2,000,000 per occurrence, including \$2,000,000 for bodily injury and/or death to any one or more persons including voluntary medical payments and property damage, provided that OKIB may require higher policy limits from time to time; and
 3. Each policy shall contain a clause providing that the insurer will give to OKIB not less than thirty (30) days prior written notice in the event of cancellation of or material change to the provisions of any such policy of insurance.
- 3.2) Prior to issuance of the Agreement, the Licensee shall deliver to OKIB representative written evidence of compliance by the Licensee with the insurance requirements of this section 3 in the form of an executed copy of a certificate of Insurance satisfactory to OKIB.
- 3.3) It shall be the responsibility of the Licensee to investigate and determine what, if any, additional insurance coverage is advisable for the Licensee.

4. Indemnity

- 4.1) The **Licensee agrees to indemnify** and save harmless OKIB and their respective officers, employees, servants, agents, successors and assigns from and against any and all claims brought against OKIB whatsoever including all damage, liability, expenses, losses, costs, including legal or other fees incurred in respect of any such claim, or any cause or proceeding arising directly or indirectly from or in connection with the granting of this Agreement and the use of the Facilities.
- 4.2) The Licensee will be under no obligation to indemnify and save harmless OKIB against or in respect of any damages or judgement rendered against OKIB resulting from or **arising out of any negligence** or fault on the part of OKIB in connection with the maintenance or condition of the Facilities to the extent that such damage, loss, or injury was caused or occasioned by the sole negligence of OKIB.
- 4.3) The Licensee agrees to **use** the Facilities at the time requested and for the purpose requested **at his or her own risk**. OKIB does not warrant or provide assurances to the Licensee about the condition of the Facilities; and OKIB does not agree to assume any liability arising from the Licensee's use of the Facilities.
- 4.4) This **indemnity shall survive the expiration** of the term of this Agreement.

I have read Section 4 Indemnity and understand that by signing this Agreement that I/we are giving up certain legal rights, including the right to sue the Okanagan Indian Band, and I/we are agreeing to use the Facilities at my/our own risk.

initials: _____

5. Notice

- 5.1) Any **notice** required or permitted to be given **by OKIB to the Licensee** may be delivered to the Licensee or may be mailed by ordinary mail from a post office in Vernon, British Columbia addressed to the address given in this Agreement.
- 5.2) Any **notice** required or permitted to be given **by the Licensee to OKIB** shall be given in writing and shall be delivered to OKIB Administration office at 12420 Westside Road, Vernon, British Columbia, V1H 2A4.

6. General Security and Supervision

- 6.1) The Licensee shall, at its own expense, **provide adequate security personnel** to be in attendance at all times during the use of the Facilities by the Licensee to ensure compliance by the Licensee of its obligations under this Agreement.
- 6.2) OKIB reserves the **right to specify the number and type of security personnel** required to be provided by the Licensee under the provisions of this section 6 and all such security personnel specified by OKIB shall be

provided by the Licensee at the Licensee's sole expense.

- 6.3 Where the number and type of security personnel required to be provided by the Licensee is not specified by OKIB, the Licensee shall, in any event, **provide competent and trustworthy adult persons to supervise all activities** during the use of the Facilities by the Licensee or persons using the Facilities with the authority or consent of the Licensee.
- 6.4 OKIB shall also have the right to require the Licensee to **provide traffic control** personnel for any parking areas used in conjunction with the Facilities, and OKIB may specify the number of persons to be provided by the Licensee for traffic control and the duties of such persons. All such traffic control shall be provided at the sole expense of the Licensee.

7. General Provisions

- 7.1 No persons providing any services to the Licensee whether by way of security, supervision or traffic control or otherwise, whether employees or volunteers of the Licensee, shall be considered employees of OKIB.
- 7.2 The Licensee acknowledges having had an opportunity through its Representative or others to inspect the Facilities, and the Licensee acknowledges and agrees that at the commencement of the term of this Agreement, the Facilities are undamaged, in a state of good repair and safe condition, and suitable for the purposes of the Licensee.
- 7.3 The Representatives acknowledges having carefully read this Agreement.
- 7.4 The Representatives acknowledges having received a copy of this Agreement when executed by both the Licensee and OKIB.

I, _____, hereby agree to the Facility Use Agreement terms outlined above.

Signature

Date

Authorized OKIB signatory

Date

SCHEDULE C- HOL Hall

FACILITY USE SCHEDULE

DESCRIPTION	RATES
Band Members:.	\$75.00/day
Non-Band Members	\$250.00/day
OKIB Event	No Fee Required
Kitchen Fee	\$25.
Damage/Extra Cleaning/Key Deposit	\$150.00

- It is understood that the Head of the Lake Hall is a designated ALCOHOL and ILLEGAL DRUG FREE PERMITTED AREA.
- **Traditional gambling** will be permitted but non-traditional gambling will require a permit as per Okanagan Band Council Policy.
- The user/renter will be responsible for the **placement of table and chairs** as required.
- The user/renter will be responsible to **clean the hall including kitchen and bathrooms** as applicable before returning the key.
- The user/renter will be responsible to **remove all refuse** and discard into the appropriate garbage containers.
- The user/renter will have access on the day of the affective **24-hour rental period only**. If it is necessary to access the building for preparation for the planned event prior to the rental period, additional charges will be levied.
- A key will be issued, which will enable the user/renter to have access to the hall. A kitchen key will not be provided unless the kitchen is rented as well.
- The user/renter will accept **full responsibility for the security of the building** from the time the key and code are turned over until the key is returned.
- Band members **under the age of 25**, will require an adult to accept all responsibility for any damage to the building resulting from the use of the building.



HALL TO DO LIST

#	OBJECTIVE	TASK 1	TASK 2	TASK 3
1	Clean kitchen	Wash and dry and put away dishes	Hang rags to dry	Close kitchen shutter
2	Wipe off tables and chairs	Wipe and put away tables and chairs	Place in storage room	
3	Take out garbage & recycling	Take home recycling	Take garbage outside to the bin	
4	Sweep			
5	Mop (Saturday/Sunday events mop, please and thank you)	Cleaning solution is by the sink	Use cool or luke warm water only	
6	Clean washrooms	Take garbage out to the bin	Clean any spills	
7	Take all food out of the fridge/kitchen			

