



# Okanagan Indian Band

12420 Westside Road • Vernon, B.C. • V1H 2A4  
 Telephone: 250-542-3444 • Facsimile: 250-542-0541

## Facility Use Rental Application

1. I, \_\_\_\_\_, representing \_\_\_\_\_  
(Name of Individual) (Organization, if applicable)

Hereby request permission to use of the following Facility:

Facility requested: \_\_\_\_\_ Komasket Park \_\_\_\_\_

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

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	<b>Prohibited</b>	Entertainment	<input type="checkbox"/> Yes <input type="checkbox"/> No
Fire Works Display	<b>Upon Request</b>	Overnight Camping (if applicable)	<input type="checkbox"/> Yes <input type="checkbox"/> No
Merchandise Selling	<input type="checkbox"/> Yes <input type="checkbox"/> No	Will you need the concession? (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)	_____		





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# **Facility Use Rental Agreement Terms of Agreement**

The individual, Group or Organization, requesting permission to use a facility, property and/or related premises of OKIB ("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 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**

Okanagan Indian Band requires that the Licensee:

- 2.1) adhere to the terms of this Agreement, failure to do so will result in cancellation
- 2.2) be responsible for any damages incurred by using the Facility;
- 2.3) exercise the greatest care in the use of the Facility and leave the Facility clean and tidy. Failure to do so may result in an extra fee for cleaning;
- 2.4) report all damages incurred by using the Facility immediately to OKIB;
- 2.5) 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 connected with this Agreement of the terms, regulations and rules for using the Facility;
- 2.9) any 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 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 license duly issued under the provision of the Liquor Control and Licensing Act;
- 2.14) Okanagan Indian Band 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 Okanagan Indian Band.

### **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: Okanagan Indian Band;
  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 OKIB, 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 B**  
**KOMASKET PARK – OKANAGAN IR. NO. 1**  
**FACILITY USE SCHEDULE**

Facility Area:	Damage Deposit
Ball Field	\$100.00
Concession	\$100.00
Bathrooms	\$100.00
Garbage & recycling removal	\$300.00
Cleaning	\$100.00
Unauthorized Campfire	\$100.00
Unauthorized Vehicles	\$100.00
<b>Total</b>	<b>\$900.00</b>

OKIB BAND MEMBER		
Band Member Rate <b>Requirements:</b> <ul style="list-style-type: none"> <li>• 50% or more are OKIB band members.</li> <li>• Must provide an Event Poster. Include: Date, facilities usage, ticket costs etc.</li> <li>• Complete the rental agreement</li> <li>• Pay deposits to ensure booking</li> <li>• Donating event/ Non-profit: must provide receipts</li> </ul>	Not included: <ul style="list-style-type: none"> <li>• Deposit</li> <li>• Cleaning</li> <li>• Garbage</li> <li>• Porta Pottie</li> <li>• Recycling</li> </ul>	\$50.00 per day <ul style="list-style-type: none"> <li>• Plus applicable deposits.</li> </ul>

**Facility Rules**

- It is understood that Komasket Park 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
- Campfires - Is subject to approval.

- Dog Policies - All pets must be leashed at all times. All pet droppings must be cleaned up. Noisy pets or failure to clean up pet droppings can and will be grounds for eviction and ban from the park. Only one dog per site unless dogs are less than 10 pounds each, in which case 2 dogs are permitted. Depending on the circumstances, we reserve the right to offer a permit for more than 2 pets.
- Garbage - Please place all garbage in the bins located within the park. After your event, please replace all garbage bins with new garbage bags and place garbage in the brown garbage bin. Full garbage bin is \$390.00
- Recycling – Place bottles and cans in clear bags. Please dispose of your own recycling
- Cleaning – You are responsible to clean concession and washrooms and Komasket rental area.
- Events with more than 80 guests will require porta potties.
- Unauthorized vehicles – Are prohibited on the beach, playground, and soccer field.