



The Corporation of the District of North Cowichan
7030 Trans Canada Hwy, Box 278, Duncan, BC V9L 3X4

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Ph: (250) 246-3811 (Fuller Lk Arena)
Fax: (250) 246-2374 (Fuller Lk Arena)

Facility Rental Agreement

This Agreement dated _____.

The Corporation of the District of North Cowichan (Hereinafter called the "Municipality") hereby grants permission to _____ (Hereinafter called the "Licensee") represented by _____, to use the Facility as outlined, subject to the Terms and Conditions of this Agreement.

1. **Facility:** _____ (Hereinafter called the "Facility")

2. **Purpose of Use:** _____

3. **Date and Times of Use:**

Day	Start Date	Start Time	End Date	End Time

4. **Payment:**

Rental Fees	Extra Fees	Tax	Rental Total	Damage Deposit	Balance	Current

Complete payment of \$ _____ shall be paid by the Licensee on or before _____.

5. **Conditions of Use:** Initial Terms and Conditions on the reverse side.

6. **Other Information:** _____

The undersigned has read this agreement and on behalf of the Licensee agrees to be bound by it, and hereby warrants that he or she executes this agreement on behalf of the Licensee and has sufficient power, authority and capacity to bind the Licensee with his or her signature.

Signature: _____

Signature: _____

Name: _____

Name: _____

Address: _____ **Title:** _____

Home No: _____

Of The Corporation of the District of North Cowichan

Business No: _____

North Cowichan Facility Rental Agreement

Terms and Conditions

IN CONSIDERATION of the permission granted to use the Facility as outlined, the Licensee agrees to be bound by the following terms and conditions:

1. Indemnity: The Licensee hereby agrees to indemnify and save harmless the Municipality from any and all claims, demands, actions, suits and costs arising out of any act or omission of the Licensee or of any servant, agent or officer of the Licensee arising out of or resulting from the use of the Facility by the Licensee or its invitees.

2. Insurance: Prior to using the Facility, the Licensee must deliver to the Municipality proof of liability insurance in an amount of not less than 2 million dollars, naming the Municipality as an additional insured **or, where the Licensee chooses not to obtain liability insurance, the Licensee hereby acknowledges its voluntary assumption of risk and agrees to indemnify the Municipality.**

3. Use: The Licensee will only use the Facility for the purposes outlined in this Agreement, and must not permit anything to be brought or done on the Facility that would invalidate the Municipality's insurance, increase its premium, or damage the Facility.

4. Costs: The Licensee is responsible for all costs associated with renting the Facility, including all equipment, supplies, additional staffing, set up and take down, cleanup, and Facility damages, unless otherwise agreed.

5. Losses: The Municipality will not be liable to the Licensee for any loss or damage to goods or chattels of the Licensee, its servants, agents, or invitees.

6. Warranty: The Licensee recognizes that nothing in this Agreement constitutes a warranty or guarantee as to the fitness, suitability, availability or condition of the Facility or that of any equipment given, loaned or rented under this Agreement.

7. Compliance with Laws: The Licensee agrees to comply with all local, provincial, and federal laws relating to the Facility and its use.

8. Liquor: The Licensee must not suffer or permit liquor to be consumed or brought on the Facility without a valid permit. The Licensee must comply with all applicable rules and regulations outlined in the Liquor Control and Licensing Act.

9. Strike/Lock-out: The Licensee agrees that in the event of any strike or lockout, the Municipality will not be held responsible or liable for providing the Facility or for any damages resulting therefrom.

10. Assignment/Subletting: The Licensee must not assign this Agreement or sublet the Facility without prior written approval from the Municipality.

11. Cancellation: The Municipality reserves the right to cancel this Agreement without notice for reasons of fraud or for reasons beyond the Municipality's control.

Initials