

**PERMIT CONDITIONS FOR PRIVATE/COMMERCIAL FITNESS ACTIVITIES IN PUBLIC PARKS.**

All fees must be paid at the time of booking. Payment for the each monthly permit will be required at the time of booking. Payments can be made by VISA, MasterCard, cash, cheque or debit card. Cheques are payable to the City of Kelowna. Cancellations of monthly permits must be requested in writing with a minimum of 5 business days notice.

**THE FOLLOWING ARE INCORPORATED INTO, AND FORM PART OF, THE PERMIT AGREEMENT:**

**INSURANCE REQUIREMENTS:**

- The renter must obtain comprehensive general liability insurance protecting the City of Kelowna, against liability for bodily injury, death or property damage, arising out of the event. Minimum limit of \$2,000,000 commercial general liability insurance
- Against third party claims for bodily injury, death, property and loss of use. (Note: a higher limit of liability insurance might be required depending on event specific details (attendance numbers, location, and length of event). Maximum deductible \$5,000.00 per occurrence, with a cross liability clause. Acceptable proof of insurance must be received by City of Kelowna prior to the use of any facilities covered under this permit. Note: the foregoing satisfies the City's minimum insurance requirements. The City does not warrant that this insurance is adequate for the renter's needs. By accepting this permit, the renter acknowledges sole responsibility for obtaining whatever coverage the renter deems necessary. Insurance can be obtained through any insurance agent. For your convenience, the following agent is familiar with the insurance requirements: All Sport Insurance (1.877.992.2288).

**TERMS AND CONDITIONS:**

- Renter has a permit to operate in designated parks; they do not have the right to a specific location or specific time. If two renters are at the same location at the same time, they must co-exist where possible or switch locations.
- City of Kelowna activities/programs & booked events take precedence over commercial bookings, therefore if a City of Kelowna or Permitted event is in progress or booked on the space the renter must move to an alternate location or stop the class.
- Renter is responsible for ensuring that class is operated only in a designated park.
- Activity must be conducted in a safe, orderly manner and does not interfere with other park users.
- Staking (ground penetration) is NOT permitted.
- Any property damage which occurs during the permitted activity or during set-up or take-down is the responsibility of the renter. Damage to park property should be reported immediately. It will be assessed & repair costs billed to the renter.
- Renter is responsible for leaving areas clean and litter-free and may be billed for any cost incurred for clean-up.
- Sport fields cannot be used as part of this booking.
- For safety reasons, no glass containers are permitted for beverages.
- City of Kelowna reserves the right to cancel a permit and shall not be responsible for any associated costs or damages and will endeavour to provide adequate notice and provide alternate locations. Rental fees will be refunded for City cancelled time.
- Class size must be no greater than 20 participants plus instructor.

**CITY OF KELOWNA BY-LAWS REQUIRE THAT UNLESS SPECIFICALLY PERMITTED:**

- Vehicles are NOT permitted on grassed areas or service roads at any time. Non-permitted vehicles may be towed.
- All residential and downtown parking restrictions will apply inclusive of paid parking where applicable.
- Food service is not permitted.
- The sale of goods or the operation of a concession is prohibited.
- The operation of a public address system, or amplified music, is not permitted.
- Signage, banners or advertisements are not permitted.
- Erection of structures, fences, poles, tents, stages, bleachers, portable toilets, the use of fire or fireworks, or the installation of electricity is prohibited.

**AREAS WHERE PRIVATE/COMMERCIAL FITNESS ACTIVITIES ARE NOT PERMITTED:**

- Pedestrian pathways, walkways, sidewalks and boardwalks.
- Natural or environmentally sensitive areas including: ravines, wooded areas, sites of natural and/or scientific interest, areas which have undergone significant habitat restoration, wetlands or their buffer zones.
- On or adjacent to playgrounds, park furnishings (tables, benches, lamp posts, fences, fountains, etc) and water parks.
- Beaches, skateboard parks, basketball, multipurpose and tennis courts, lacrosse boxes, sports fields.
- Cultural displays, statues and memorials, horticultural display areas or ornamental gardens.
- Designated dog off-leash areas

Renter must carry the permit and present it upon request. Permits will be revoked without payment of any compensation in the event of a breach of any laws, by-laws, or conditions set up herein or in force. Non-compliance may also result in additional charges.