

City of Kelowna, Active Living and Culture

1800 Parkinson Way, Kelowna, BC V1Y 4P9 Phone: 250-469-8504, Fax 250-862-3326, Email: <u>outdoorevents@kelowna.ca</u> www.kelowna.ca

OUTDOOR WEDDING APPLICATION

Completion of this form does not guarantee a booking.

For more information on booking for your wedding in a City of Kelowna facility, please visit kelowna.ca.

 Date of Application:

 Name of people getting married:

 Signing Authority:

 Mailing Address:

 City:
 Prov:

 Phone:

 Alternate Phone:

 E-mail Address:

 Number of people in wedding:

 Number of guests:

Schedule	Date	Time
Set up Start		
Wedding Start		
Wedding Finish		
Takedown		

Location

Park bookings are for ceremony only; reception not permitted.

□ City Park – North Field	Waterfront Park – Island Stage
City Park – Rose Garden (max 25 people)	□ Waterfront Park – Gazebo (max 25 people)
□ City Park – The Point	Knox Mountain Park – Pioneer Pavilion (max 75 people)
□ Stuart Park	Knox Mountain Park – Crown Lookout (max 75 people)
🛛 Kasugai Garden <i>(max 25 people)</i>	☐ Kinsmen Park (max 40 people)

1



CONDITIONS OF PERMIT

SUBJECT TO AN APPLICATION FEE DEPENDENT ON SIZE OF EVENT (Refer to Fees & Charges Bylaw #9609) Facility Rental Fees, Application Fee and Liquor Special Event Permit Fee as applicable. Rental deposit (non-refundable) is required and will be applied to final balance. Rental deposit is due at the time of booking. Permit rental fees (if any) & Damage Deposit due 14 days prior to event.

SECURITY/DAMAGE DEPOSIT: The City reserves the right to determine the amount of a damage deposit/performance bond. Payment must be made in advance of the event. The damage deposit will be refunded, less any costs incurred for damages to City facilities/infrastructure as well as any additional fees incurred during or after the event the event such as (but not limited to) additional RCMP, Transit, Bylaw etc. The permit holder will be responsible for costs due to any damage caused by their subcontractors.

PRIME CONTRACTOR: As mandated by WorkSafe BC, a designated Prime Contractor is required when there are two or more workers on the job/event site to ensure the health & safety of all workers. If necessary, the permit holder may be required to enter a Prime Contractor agreement

INSURANCE CLAUSE: The Permit Holder shall, without limiting its obligations or liabilities under this Permit/Contract, procure and maintain, at its own expense and cost, the insurance policies and fulfill the requirements attached hereto and made a part hereof. The insurance policies/ requirements shall be maintained continuously from commencement of the Permit, Contract or Event hereunder until total completion of the Permit, Contract or Event or such longer period.

HOLD HARMLESS AND INDEMNIFICATION: The Permit Holder shall be liable for all loss, costs, damages, and expenses whatsoever incurred or suffered by the City, its elected officials, officers, employees and agents(the Indemnities) including but not limited to damage to or loss of property and loss of use thereof, and injury to or death of a person or persons resulting from or in connection with the performance, purported performance, or non-performance of this permit/contract, excepting only where such loss, costs, damages and expenses are as a result of the sole negligence of the Indemnities.

The Permit Holder shall defend, indemnify and save harmless the Indemnities from and against all claims, demands, actions, proceedings, and liabilities whatsoever and all costs and expenses incurred in connection therewith and resulting from the performance, purported performance, or non-performance of this permit/contract, excepting only where such claim, demand, action, proceeding or liability is based on the sole negligence of the Indemnities.

<u>USE OF CITY PARKS</u>: NO GROUND PENETRATION (STAKES) OR STRUCTURES. In the event this agreement is for the use of a park or playing field, there shall be no play where the combination of excess moisture and player usage may cause damage.

FACILITY MODIFICATIONS: The Permit Holder shall not construct, erect, attach or cause or permit to be constructed, erected or attached any device, fixture, sign, fence or other thing of whatsoever nature to any part of a City facility without the prior written consent of the Director of Active Living & Culture or his designate, or Roadway by permission from City of Kelowna, Transportation Services.

CONCESSIONS: It is expressly understood that the City shall have the sole and exclusive right to operate or lease out all concessions in or on a City facility and shall have the sole and exclusive photography, radio, television and recording rights with respect to the use of a City facility by the Licensee.

<u>LITTER CONTROL</u>: Permit Holders are responsible for collection and <u>removal</u> of litter generated by their event. Charges will apply for any clean up done by City Staff.

SANITARY & STORM DRAINAGE PROTECTION: Permit Holders may be required to make arrangements for protection of sanitary and storm drains.

REMOVAL OF GOODS & CHATTELS: The Permit Holder undertakes and agrees to remove all the goods and chattels of the Permit Holder on or before the termination of this agreement. In the event that the Permit Holder shall fail to remove such goods and chattels as aforesaid, the City may remove and store goods and chattels at the expense of the Permit Holder and the City shall not be liable for any damage to or loss of the said goods and chattels during such removal or storage, or both. All equipment, displays, moneys and other goods and chattels of the Licensee brought onto or into the City facility shall be the sole responsibility of the Permit Holder and the City shall not be liable for any damage to or loss of such equipment, displays, moneys and other goods and chattels from any cause whatsoever.

NO. ____



<u>RIGHT OF ENTRY</u>: The Permit Holder agrees that access to the facility/park must be granted to personnel required to conduct site inspections & can include but not limited to City staff, Kelowna Fire Dept, BC Ambulance, Interior Health Authority, BC Safety Authority & BC Liquor Control & Licensing. Personnel must provide adequate ID to access the site. Personnel will be entitled to enter upon and inspect the City facility/park and to make such alterations, repairs or additions as may be necessary for the safety and preservation of the facility/park and public.

ALCOHOL: Consumption of alcoholic beverages is strictly forbidden, with the exception of licensed functions. Licensed functions must be approved by the Director of Active Living & Culture or his designate before obtaining a liquor permit from the RCMP or any other permit issuing agency. Consumption restricted to designated area. Refer to "Permission to apply for a Special Event Permit" form (application can be obtained from the Parkinson Recreation Centre).

FOOD VENDORS: All food vendors are required to have a drop cloth covering their entire operation. It is the organizers responsibility to enforce these requirements or be charged the cost of power washing the brick. Grease or grey water disposal units must be provided for all food services on site. All food services must be informed that grease cannot be poured down sinks, toilets, storm drains. Disposal units must be easily available to all food service providers. All food service on site must have Interior Health Authority and mobile food trucks must also have Fire Department approval.

NOTIFICATION OF NEIGHBOURS: Permit Holders are required to notify affected neighbours (residents & businesses) who may be affected by the event, and provide verification to the City that this has been done.

POLICING COSTS: Events that require police resources can only be provided on an overtime basis. If extra police resources from other RCMP detachments are required, the permit holder must pay 100% of these additional costs which may include overtime, travel, meals, accommodation and other incidental costs.

TRAFFIC AND PARKING CONTROL: (per Traffic Control Special Events Policy #216)

- a. Permit Holders are required to provide sufficient certified Traffic Control Persons, Traffic Marshals and barriers to ensure that traffic safety is met as outlined by Transportation Services.
- b. Traffic Marshals and Traffic Control Persons are required to wear a retroreflective vest at all times. These vests must be supplied by the Permit Holders of the event. All marshals must be at least 16 years of age.
- c. Traffic direction within an intersection is only permitted to be done by a Peace Officer appointed under the provisions of the Provincial Motor Vehicle Act. No other person is permitted to direct traffic in a signalized intersection. All other stopping of traffic, re-routing of traffic and street closures may be done by certified traffic control persons. RCMP is required to control traffic at signalized intersections.
- d. Requests to use Highways 97 or 33 must be made to the Ministry of Transportation.

<u>ADVERTISING</u>: No person shall publicize or advertise an Outdoor Event before a permit for the event has been issued or without written permission.

COMPLIANCE WITH LAWS: Permit Holder must comply with all applicable Federal, Provincial and City of Kelowna laws, regulations and by-Laws including but not limited to: Outdoor Event Bylaw No. 8358, Parks and Public Spaces By-Law No. 10680; Traffic By-Law No. 8120, as amended; Fire & Life Safety By-Law No. 10760, as amended.

<u>Notice of Collection of Personal Information</u>: Personal information on this form is collected for the purpose of processing this application and for administration and enforcement. It is collected under the authority of the Municipal Act and City By-Laws. If you have any questions about collection of this information, please contact City Clerks Department (250) 469-8645.

The Permit Holder has read, acknowledges, agrees, understands and will comply with the above noted Conditions of Permit.

Date: _____

Signature:

Signature of Signing Authority on behalf of Organization (Must be the same name as appears on Page 1 of checklist)

Print Name: _____