

PORT MOODY

CITY OF THE ARTS

RENTAL CONTRACT / CONSENT OF USE

Contract #: 23529
Date: 11 Jun 2018

User: jtheobald
Status: Firm
Page: Page 1 of 1

City of Port Moody hereby grants Waldene Markling (hereinafter called the "Authorized User" represented by Culture Guard permission to use the facilities as outlined subject to the Terms & Conditions contained herein and attached hereto all of which form part of this Agreement.

Purpose of Use Quality Education Rally

Conditions of Use Please read and sign the attached Terms & Conditions for the PCT Performance Stage.

Date and Times of Use # of Bookings: 2 Starting: 14-Jul-18 Ending: 14-Jul-18 Expected: 150

Facility	Day	Start Date	Start Time	End Date	End Time	Fee	Extra Fee	Tax	Total
Rocky Point Park - PCT Performance Stage	Sat	14 Jul 2018	09:30 AM	14 Jul 2018	11:30 AM	\$119.20	\$0.00	\$5.96	\$125.16
Rocky Point Park - PCT Performance Stage	Sat	14 Jul 2018	11:30 AM	14 Jul 2018	12:30 PM	\$59.60	\$0.00	\$2.98	\$62.58

Additional Fees

Extra Fee - Bookings	Hours	Quantity	Charge
Electrical Outlet Use	3:00	2	\$0.00
	3:00	2	\$0.00

v) Payment Method

Rental Fees	Extra Fees	Tax	Rental Total	Damage Deposit	Total Applied	Balance	Current
\$178.80	\$0.00	\$8.94	\$187.74	\$0.00	\$187.74	\$0.00	\$0.00

Balance of rental due and payable immediately.

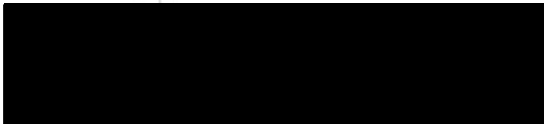
Other Information

The undersigned has read and on behalf of the Authorized User agrees to be bound by this Rental Contract/Consent of Use and the Terms & Conditions contained herein and attached hereto, and hereby warrants and represents that he/she executes this Rental Contract/Consent of Use on behalf of the Authorized User and has sufficient power, authority and capacity to bind the Authorized User with his/her signature.

The City hereby waives its requirements that the Authorized User obtain liability insurance with the City as a loss payee. The Authorized User, in consideration of the City's waiver, hereby expressly acknowledges that it has read and understood each of the terms and conditions of the Rental Contract/Consent of Use, including without limitation, the terms and conditions dealing with the liability of the Authorized User and the indemnification of the City as set out in the Liability & Indemnity Section.

X:

Waldene Markling
 Culture Guard



Jennifer Theobald
 Kyle Centre
 Street Address: 125 Kyle Street
 Mailing Address: 300 loco Road, Port Moody V3H 2V7

Phone: (604)469-4552 Fax: (604)931-6954

Date: _____

Date: _____

OFFICE USE ONLY: ID received:

Please sign and return one copy

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TERMS & CONDITIONS
USE OF PICNIC SHELTERS, PCT STAGE AND GENERAL PARK AREA

RENTAL CONTRACT/CONSENT OF USE

1. Authorized User must be an adult. Proof in the form of picture I.D. is required upon booking.
2. Payment (if applicable) must be received in full at time of booking. Rental/Consent will be secured when the signed Rental Contract/Consent of Use document, waiver, and Terms and Conditions have been received (due within 7 days of booking).
3. Hours of use and maximum capacity of users, according to the fees bylaw and levied on the Rental Contract/Consent of Use document, must be adhered to.
4. Although notification on renter's behalf will be posted at the designated rental area (stage/picnic shelters only), authorized user must have Rental Contract/Consent of Use document with them at all times as proof of reservation/consent. For assistance in case of a dispute with another user during the rental, please call Parks Caretaker 604-218-3387.
5. The general park area permission does not guarantee exclusive use of a specific space. If the area you wish to use is being used by other park users, we request that you find a suitable alternate spot.
6. The Rocky Point Pier, the gazebo at the entrance to the pier, and the boardwalks around the park are key public access areas and therefore are not available for private use.
7. Wedding ceremonies are to be conducted on the stage only.
8. Users to obey all posted Parks signage.

REFUNDS & CANCELLATIONS

1. Full refund less an administrative charge (10% of total rental cost) for cancellations made in writing at least 14 days prior to the booking. Rental will not be transferred or refunded due to rain or inclement weather.
2. The City of Port Moody may cancel a rental/consent to accommodate for City functions, maintenance, or other undetermined events. In the event of a cancellation by the City, a minimum of two weeks notice will be provided. In extreme unforeseen cases, the City may cancel with no advance notice (for example in an emergency situation). In the event that the City must cancel the renter will be reimbursed for the rental cost of that day.

LIABILITY & INDEMNITY

1. The user agrees and covenants to protect and indemnify the City:
 - a. In respect of any and all claims of any kind whatsoever arising out of any act or omission of the User or of any agent or employee of the User or arising out of or resulting from the use of the Site;
 - b. From all or any loss or damage to the Site or to any property of the City used in conjunction with the Site.
2. The City of Port Moody assumes no responsibility for lost or stolen property, property damage or injuries during the activities authorized by this agreement. Persons using City building, grounds or equipment do so at their own risk.
3. Special Events will be required to have at least a \$2M insurance certificate, naming the City of Port Moody as third party insured.

ALLOWED

1. For picnic shelters, popup tent awnings (10'x10') and lawn chairs are allowed adjacent to picnic shelter. One tent per side of shelter rented.
2. Barbeques are permitted in the picnic/open park areas only, unless a Fire Ban has been issued by the Fire Chief. The City does not provide barbeques at any park or picnic area. Portable barbeques must not be used on the wooden picnic tables. Used charcoal briquettes must be placed into the charcoal bins provided, not into garbage receptacles.
3. Up to 10 chairs may be used adjacent to the stage for guests who cannot stand for the length of a wedding ceremony.
4. Up to two (2) 6' tables may be used in the general park area, if consent is requested.
5. Special events may be granted permission to use additional tent awnings, tables, etc.

PROHIBITED

1. Alcoholic beverages are not permitted in the Park.
2. Open fires and candles are prohibited in the Park.
3. Vehicles and transport cars are not permitted on site in the Park at any time.
4. Amplification systems are not allowed (ie, megaphones; PA systems). Volume on radios, musical instruments, audio systems, etc, must not be operated in a distinctly and loudly audible manner as to unreasonably disturb the peace, quiet, and comfort of any person nearby.
5. Bouncy castles, toddler pools, farm animals, stakes in the ground (ie for games such as volleyball), etc., are not permitted on park grounds.
6. Structures indicating that the area is 'reserved' (fencing, etc.) are not permitted.

CLEANUP

1. The City of Port Moody has taken a leadership role in reducing solid waste throughout the city. To this end we would ask users of our facilities to assist with the goal of reducing packaging and not using unsustainable products such as Styrofoam cups and/or plates.
2. Users shall ensure all decorations are removed, areas used are cleaned and garbage deposited in trash containers after use. If leaving the