



Contract #: 166334
Date: 27 Mar 2017

User: cuthbert
Status: Firm

The Corporation of Delta, ("Delta") hereby grants BC Christian Soccer League (hereinafter called the "Licensee") as represented by Tom Kobelt, permission to use the Facility(ies) listed below, subject to the Terms and Conditions of this Permit as contained herein and attached hereto, all of which form part of this Permit.

i) Purpose of Use Soccer Syn Turf Field
BC CHRISTIAN SUMMER DUGALD SP/SUM2017

ii) Conditions of Use - General

- (1) PARKING: Vehicles to use designated Facility parking areas only. See Booking Clerk for more details.
(2) ALCOHOLIC BEVERAGES: No alcoholic beverages are to be dispensed, sold or consumed in the Facility(ies) at any time unless specifically provided for in Terms & Conditions - Section 7 of this Permit. (see reverse for further details)
(3) SAFETY: It is the responsibility of the Licensee to inspect the Facility(ies) prior to the commencement of any event to ensure that the Facility(ies) is free of hazards.
(4) INSURANCE: The Licensee must provide to Delta a copy of a valid Certificate of Insurance prior to its first use of any Facility(ies) pursuant to the Terms & Conditions - Section 14 of this Permit. (see reverse for further details)

iii) Date and Times of Use # of Bookings: 19 Starting: Mon 10 Apr 17 08:30 PM Expected: 0
Ending: Mon 19 Jun 17 10:30 PM

Table with 10 columns: Facility, Day, Start Date, Start Time, End Date, End Time, Fee, Extra Fee, Tax, Total. It lists 20 entries for Dugald Morrison Pk - Synthetic Turf with various dates and times.

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

BC Christian Soccer League

The Corporation of Delta

X: Per: Tom Kobelt
Name:
Title:

X: Per:
Name:
Title:

BC Christian Soccer League
19651 21 AVE
Langley BC V2Z 1Y8
Home: (604)530-7318

Business: (604)574-7225
Fax: (604)574-7256

Delta Parks, Recreation & Culture

Date:

Date:

**Contract #:** 166334  
**Date:** 27 Mar 2017

**User:** cuthbert  
**Status:** Firm

Turf  
 Dugald Morrison Pk - Synthetic Turf  
 Mon 19 Jun 2017 08:30 PM 19 Jun 2017 10:30 PM \$28.00 \$50.00 \$3.90 \$81.90

**iv) Additional Fees**

Extra Fee - Bookings	Hours	Quantity	Charge	Tax	Total
Park Field Lights-Adult	38:00	19	\$494.00	\$24.70	\$518.70
Park Syn Turf Repl Ad	38:00	19	\$456.00	\$22.80	\$478.80
	76:00	38	\$950.00	\$47.50	\$997.50

**v) Payment Method**

Rental Fees	Extra Fees	Tax	Rental Total	Damage Deposit	Total Applied	Balance	Current
\$532.00	\$950.00	\$74.10	\$1,556.10	\$0.00	\$1,556.10	\$0.00	\$0.00

Rental charges are due according to the following schedule:

Payment Type	Reference	Amount	Date	Receipt Number
Visa Card	Rental	\$1,556.10	23 Mar 2017	4638926
Visa Card	Rental	(\$81.90)	23 Mar 2017	4638926
Visa Card	Rental	\$81.90	23 Mar 2017	4638926

**vi) Other Information**

**vii) Conditions of Use - Function**

EXCLUDE MAY 12 FRIDAY This permit(s) requires your signature, thus validating the contract(s). Please keep one copy for your files (you may want to make a copy for your treasurer & coaches to take to the field with them. Please send a signed copy to: Ladner Leisure Centre 4600 Clarence Taylor Crescent Delta, BC V4K 3X3 Attn: Kerry Cuthbert Email: kcuthbert@delta.ca The contract acts as the invoice and all payment schedules are at the end of the contract. Please contact Danielle dlacroix@delta.ca or 604-946-3304 or Kerry kcuthbert@delta.ca 604-946-3308 regarding any changes. Please forward all cancellations of fields prior to the date. Full refund issued if notification of cancellation due to weather is received within 3 working days of the booking NO REFUND issued if notification of cancellation due to weather is received after 3 working days of the booking Liability Insurance has NOT been included in this contract. Please supply a copy of current liability insurance naming the Corporation of Delta and Delta School District #37 by March 31 2017.

**NO SMOKING**

To promote a healthy, smoke-free society, Delta Council has approved an amendment to the Smoking Bylaw that prohibits smoking in all of Delta's parks and open spaces, including:

- " trails
- " play fields/areas/lots and playgrounds
- " public squares, walkways and open spaces
- " recreation or cultural facilities which are owned, possessed or operated by Delta and which are used, reserved or dedicated for public purposes.

For more information, please see the full Smoking Regulation Bylaw (No. 7481, 2015).  
 Players/coaches on field only. No pop up tents permitted on the synthetic turf surface.  
 Spectators behind the fence.

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

**BC Christian Soccer League**

**X:** Per: \_\_\_\_\_  
 Name: Tom Kobelt  
 Title: \_\_\_\_\_

BC Christian Soccer League  
 19651 21 AVE  
 Langley BC V2Z 1Y8  
 Home: (604)530-7318

Business: (604)574-7225  
 Fax: (604)574-7256

Date: \_\_\_\_\_

**The Corporation of Delta**

**X** Per: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

Delta Parks, Recreation & Culture

Date: \_\_\_\_\_

## TERMS AND CONDITIONS

**IN CONSIDERATION OF** the permission granted in the attached Permit, the Licensee agrees to be bound and abide by the following terms and conditions. Delta may, but shall not be obligated to, fully and legally enforce the following terms and conditions, including collection of accounts receivable and restricting use of the Facility(ies).

1. An adult person or persons duly authorized as agent of the Licensee and designated in the Permit shall, throughout the term of this Permit, have authority over, be responsible for and remain with those persons using the Facility(ies) by permission granted in this Permit (hereinafter called the "Participants") and shall take all reasonable actions necessary to ensure the Facility(ies) are left undamaged and in a clean and tidy condition.
2. The Licensee shall take all reasonable actions necessary to ensure that the Participants comply with all Delta regulations relating to use of the Facility(ies), and shall comply with all requests of the Director of Parks, Recreation and Culture of Delta with respect to compliance with said regulations.
3. Person(s) or groups using the Facility(ies) and equipment located on the Facility(ies) do so entirely at their own risk. Delta does not maintain accident benefits insurance for Participants using the Facility(ies). If a Participant or member of the public suffers injury, loss or damage caused by a Participant or another member of the public during the use of the Facility(ies), Delta is not liable. The person(s) or group using the Facility(ies) is responsible for the Facility(ies) and all persons who enter the Facility(ies) and all their activities and actions during the time allotted on the Permit.
4. The Licensee is responsible for damage inflicted to any part of the Facility(ies) as a result of or in any way related to anything done under this Permit, and all costs for restoring the Facility(ies) to good condition will be paid by the Licensee.
5. Where a private security guard firm is being used to satisfy any requirements or conditions imposed on the Licensee, the Licensee will ensure that an official of the security force personally contacts the Delta Police and Delta Parks, Recreation and Culture staff at least one week prior to the event to review all security procedures.
6. The Licensee shall permit all persons employed by Delta to enter the Facility(ies) at any time for the purposes of ensuring compliance with this Permit.
7. If the service or consumption of liquor is permitted by the attached Permit, the Licensee must obtain a liquor license and must obey all laws and regulations pertaining to the consumption of alcoholic beverages in public places. Facility(ies) use times as described in this Permit supersede any times provided in the relevant liquor license, unless the times provided in such license are more restrictive, in which case they will prevail.
8. Only events or activities described in this Permit are to be conducted in the Facility(ies) and all terms and conditions of this Permit must be complied with in connection therewith.
9. The Licensee will not assign or reallocate to any other group the use of facilities or amenities unless specifically permitted herein.
10. Overnight camping in the Facility(ies) is prohibited unless specifically permitted herein.
11. Vehicles may only be driven or parked in areas designated for that purpose unless specifically stated in this Permit.
12. The Licensee will not sell or permit the sale of any food or drink or other articles or service unless specifically stated in this Permit.
13. The Licensee shall comply with all laws, rules and regulations applicable to the use of the Facility(ies) and the Licensee will not do or permit anything to be done by Participants or spectators that contravene regulations outlined in Delta's current Parks Bylaw or any other applicable bylaws.
14. The Licensee must provide to Delta evidence of the maintenance by the Licensee of comprehensive general liability insurance with minimum \$5 million coverage per occurrence, or as directed, and must name Delta as an additional insured in respect thereof. The Certificate must further confirm that such insurance will remain in place from the date of the Licensee's first use of any Facility(ies) pursuant to this Permit until and including the last use. The Certificate must also confirm that Delta will be provided with no less than 15 days prior written notice of any pending cancellation of, or material amendment to, such insurance.
15. Delta staff retain the right to cancel, pre-empt, amend and/or reschedule any booking listed in this Permit at any time. Delta's liability in such circumstances is limited to a full refund of any monies paid to Delta by the Licensee for such booking.
16. Cancellation by the Licensee of this Permit without proper notice may result in the loss of the damage deposit or the full payment of the rental fee for the Facility(ies). Proper notice is outlined in the Delta's current Fees and Charges Bylaw and it is the Licensee's responsibility to determine and comply with the cancellation period applicable for its activity, as set out in such Bylaw.
17. In the event that a pre-event Facility safety inspection reveals any condition that renders the Facility unsafe for use, the Licensee or its representative shall cancel the Event and notify Parks, Recreation and Culture staff of such condition immediately.
18. Delta shall not be liable for, and the Licensee hereby covenants and agrees to indemnify and save harmless Delta and each of its elected officials, officers, directors, servants, agents and employees (collectively the "Indemnitees") from and against any and all liability, actions, causes of action, damages, losses, costs, legal fees and expenses of any type sustained by the Indemnitees or any of them, including in respect of property damage, personal injury including death, or breach of any bylaw, statute or regulation, and by whomsoever made, brought or charged, that is in any way caused by or attributable to the Licensee or any of its servants, agents, contractors, invitees or licensees, in connection with the use by the Licensee of the Facility (ies) pursuant to this Permit or by reason of any neglect or non-compliance with this Permit.
19. The licensee is responsible for paying all tariffs associated with this agreement.
20. The obligation of the Licensee to indemnify and save harmless the Indemnitees pursuant to this section shall survive any cancellation, termination or expiration of this Permit.
21. The licensee will familiarize themselves and their group with the fire plan for the room they are renting.
22. In accordance with Delta Bylaws, there is no smoking on any of Delta's Parks and open spaces at any time.