



Contract #: 169046
Date: 22 Mar 2018

User: cuthbert
Status: Firm

The City 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
Joshua Barrett - ND Evangelical Church 2018 Delsom

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: 7 Starting: Fri 27 Apr 18 07:30 PM Ending: Fri 15 Jun 18 09:30 PM Expected: 0

Table with columns: Facility, Day, Start Date, Start Time, End Date, End Time, Fee, Extra Fee, Tax, Total. Lists booking details for ND Community Pk - Dennis Elsom Synthetic Field from April to June 2018.

iv) Additional Fees

Table with columns: Extra Fee - Bookings, Hours, Quantity, Charge, Tax, Total. Lists fees for Park Field Lights-Adult and Park Syn Turf Repl Ad.

v) Payment Method

Summary table with columns: Rental Fees, Extra Fees, Tax, Rental Total, Damage Deposit, Total Applied, Balance, Current.

Rental charges are due according to the following schedule:

Table with columns: Date, Amount. Lists payment schedule for Saturday, Mar 31, 2018; Monday, Apr 30, 2018; Thursday, May 31, 2018.

vi) Other Information

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: Tom Kobelt
Name:
Title:

The Corporation of Delta

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 #: 169046
Date: 22 Mar 2018

User: cuthbert
Status: Firm

vii) Conditions of Use - Function

Permit(s) requires signature to validate the contract(s). Please keep at least one copy for your records. You may wish to provide additional copies to your treasurer and coaches to have with them when using the fields. Please send signed copy to: Ladner Leisure Centre 4600 Clarence Taylor Crescent Delta, BC V4K 3X3 Email: parkbookings@delta.ca. Contract is the invoice and payment schedules are outlined on contract.
Change requests can be sent to parkbookings@delta.ca . Field cancellations will receive a full refund if notification of cancellation is received in writing within 3 working days of the booking. Liability Insurance has NOT been included in this contract. Please provide a copy of current liability insurance naming City of Delta and Delta School District #37 as additional insured by no later than March 1, 2018.

NO SMOKING is permitted in Delta's parks and open spaces at any time.

Synthetic field addition

Only players/coaches permitted on field. Spectators, pop up tents, gum, food, beverages, except water, not permitted on field. Please remove and secure goals in designated locations after each use. Booked time slots not used are subject to a \$10/hour fee.

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.