

FACILITY USE LICENCE

Parks, Recreation & Culture Office
3rd Floor 32315 South Fraser Way
Abbotsford, BC V2T 1W7
Phone: 604-859-3134 Fax: 604-854-5077
www.abbotsford.ca GST #89725 6350 RT0001

IMPORTANT

PLEASE READ THE ATTACHED GUIDELINES.
FAILURE TO COMPLY COULD RESULT IN LOSS OF
YOUR DEPOSIT AND / OR LEGAL CONSEQUENCES.

City of Abbotsford Parks, Recreation & Culture, 32315 South Fraser Way, Abbotsford, B.C. V2T 1W7 hereby grants BC Christian Soccer (hereinafter called the "Licensee") represented by Tom Kobelt, permission to use the Facilities as outlined, subject to the Terms and Conditions of this Agreement contained herein and attached hereto all of which form part of this Agreement.

Written notification to cancel a booking is required prior to the start date of the booking you are requesting to cancel:
Activities = minimum 14 days; Tournaments = minimum 30 days; Special Events = 90 days.
No refunds are provided for cancellations made with insufficient notice.
**No charge for field closures by City or by user group due to unsafe playing conditions.

All fields are closed when there is standing water, frost or snow on them.

Licence Info			
Licence #:	FA-8596	Name:	BC Christian Soccer - MRC 2 - May 2022
Prepared by:	Sandeep Mangat	Date:	10 Mar 2022
Status:	Firmed	Expected:	42

Facility & Extra Summary								
Facility	Day	Start Date	End Date	Time	Fees	XFees	Tax	Total
MRC Sports Complex - Field 2	Monday	02 May 2022	02 May 2022	08:00 PM - 10:00 PM	\$72.00	\$30.20	\$5.11	\$107.31
MRC Sports Complex - Field 2	Monday	09 May 2022	09 May 2022	08:00 PM - 10:00 PM	\$72.00	\$30.20	\$5.11	\$107.31
MRC Sports Complex - Field 2	Monday	16 May 2022	16 May 2022	08:00 PM - 10:00 PM	\$72.00	\$30.20	\$5.11	\$107.31
MRC Sports Complex - Field 2	Monday	23 May 2022	23 May 2022	08:00 PM - 10:00 PM	\$72.00	\$30.20	\$5.11	\$107.31
MRC Sports Complex - Field 2	Monday	30 May 2022	30 May 2022	08:00 PM - 10:00 PM	\$72.00	\$30.20	\$5.11	\$107.31

Exclusions, Additions & Modifications					
Type	Facility	Day	Start	End	Date
-	-	-	-	-	-

Extra Fees						
Name	#	Unit Price	Total Usage	Subtotal	Tax	Total Price
-	-	-	-	-	-	-
Fields Lighting - Adult/Non Profit	5	\$30.20	10 hrs	\$151.00	\$7.55	\$158.55

Invoice			
Invoice No.	Due Date	Amount	Remaining Balance
378940	28 Mar 2022	\$536.55	\$536.55

Total - FA-8596				
Rental Fee	Rental Tax	Extra Fees	Extra Tax	Total with Tax
\$360.00	\$18.00	\$151.00	\$7.55	\$536.55

PLEASE READ BEFORE SIGNING

TERMS AND CONDITIONS OF AGREEMENT

The Licensee using the Facilities are responsible for setting up and taking down of the chairs, table, and other equipment as per the attached clean up guidelines. In the case of outdoor facilities, the Licensee shall also be responsible for removal of waste to the Garbage receptacles provided. Unless special arrangements are made, clean up must be done immediately following the rental period. The City shall reserve the right at all times to eject from the facilities any person(s) who is (are), in the opinion of the managers or the delegate, creating a disturbance or otherwise behaving in an objectionable or improper manner. The City shall reserve the right to cancel any bookings listed in this Agreement. The City shall not be responsible for loss of any personal articles.

The Licensee shall:

1. Strictly observe and abide by all regulations and by-laws, including fire regulations, pertaining to said Facilities;
2. Not permit liquor in any Facilities unless a permit is in effect;
3. Provide a competent and trustworthy adult who will personally undertake to be responsible for the due observance of regulations governing the Facilities;
4. Be responsible for advising all attendees and ensure that all attendees adhere strictly to all regulations posted and/or attached here to. Failure to adhere to said regulations can result in this Agreement being revoked without refund of any fees paid;
5. Not attach decorations, etc. with anything other than masking tape, or as directed by Facility staff;
6. Not use confetti, glitter or straw in any park or building without written permission from the City;
7. Exercise the greatest care in use of the Facilities;
8. Report all damage to the office listed on the face of this Agreement;
9. Be responsible for any damages incurred, including damages to or missing City equipment. Said damages to be paid firstly by the Licensee and/or their

- insurer;
10. Not use outdoor PA systems or live bands outdoors without authorization in advance from the City;
 11. Pay all fees levied according to this Agreement including but not limited to, costs associated to any breach of this Agreement;
 12. Pay the rental fee in full as per the payment schedule set out on the licence;
 13. Not permit any other group or organization not named on this permit to use said Facilities without authorization in advance of the City;
 14. Use only the Facilities named in this agreement;
 15. Ensure that all participants leave the facilities within one-half hour after completion of the rental (if applicable);
 16. Ensure that a trained first aid attendant is available on site at all times during bookings, responding to any emergencies that occur (if applicable);
 17. Ensure that first aid attendant is equipped with a cell phone in case of emergencies (if applicable);
 18. Cancellation refunds will be allowed as per the conditions of use on the Agreement.
 19. Call the facilities listed on the face of this Agreement to cancel this Agreement if the Licensee does not plan to use the Facilities as planned.

WAIVER AND INDEMNITY CLAUSE

The Licensee agrees that before commencing use of the premises they shall on each occasion before use inspect the facilities and equipment and shall forthwith notify the City of any condition that may render the Facilities or Equipment unsafe for use.

The Licensee agrees that it will indemnify and save harmless the City of Abbotsford and Abbotsford School District and their officers, employees, servants, agents, successors, and assigns (hereinafter collectively referred to as "the City and the District") from and against any and all claims whatsoever including all damages, liabilities, expenses, costs, including legal or other fees incurred of any such claim, or any cause or proceeding brought thereon arising directly or indirectly from or in connection with the granting of this Agreement and the use and occupation of the said facilities, save that this Licensee will be under no obligation to indemnify and save harmless the City and the District against or in respect of any damage or judgment rendered against the City or the District resulting from or arising out of any negligence or fault on the part of the City or the District in connection with the maintenance or condition of the Facilities to the extent that damage, loss or injury was caused or occasioned by the negligence of the City or the District.

Where required, prior to the granting of the Agreement the Licensee shall obtain and maintain comprehensive general liability insurance including, without limitation, coverage for the indemnity provided herein, on terms satisfactory to the City and the District. The City and District shall be included as additional insured. Such policy shall be written on a comprehensive basis with inclusive limits of not less than \$2,000,000 per occurrence, including \$2,000,000 for bodily injury and/or death to any one or more persons including voluntary medical payments and property damage, or such higher limits as the City and the District may require from time to time. The policy shall contain a clause providing that the insurer will give the City and the District thirty (30) days prior written notice in the event of cancellation or material change. The Licensee shall provide the City and the District with evidence of such insurance coverage in the form of an executed copy of a Certificate of insurance in a form satisfactory to the City and the District ten (10) days prior to the granting of this Agreement.

It shall be the sole responsibility of the Licensee to determine what additional insurance coverage, if any, including but not limited to Worker's Compensation and Participation insurance, are necessary and advisable for their own protection and/or to fulfill their obligation under this Agreement any such additional insurance shall be maintained and provided at the expense of the Licensee.

The Licensee understands and agrees that this Agreement may be revoked or cancelled at any time with or without cause. The City shall make every reasonable attempt to provide a minimum of 48 hours' notice of a cancellation to the Licensee.

The Licensee in consideration of being granted permission to use the Facilities agrees to be bound by Terms and Conditions referred to above and if the Licensee represents a group or Organization, the Licensee agrees to inform all responsible officials associated with the Group or Organization of the Terms and Conditions and Waiver and Indemnity Clause.

PRIVACY STATEMENT

Personal information is collected for the administration of Parks, Recreation and Culture programs only, as authorized under Section 26 of the Freedom of Information and Protection of Privacy Act. The City of Abbotsford does not use or disclose personal information for purposes other than those for which it was collected, except with the consent of the individual whom the information is about or otherwise in accordance with law. The City of Abbotsford retains personal information only as long as necessary for the purposes of this program and as required under the Act. If you have any questions about the collection and use of your personal information, contact the Information & Privacy Coordinator at 604-864-5575, City of Abbotsford, 32315 South FraserWay, Abbotsford, BC V2T 1W7.

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

COVID-19

Dr. Bonnie Henry stated on May 16, 2020 that "COVID-19 is new for all of us". We at the City of Abbotsford responded to the direction from our public health officials to first close our facilities and cease offering services, and we are now responding to the direction to reopen our facilities and offer services to our community cautiously, with the safety of our staff and community being our priority. This includes permitting user groups access to our facilities, but solely on the basis that COVID-19 precautions will be adhered to by any and all user groups and individual participants.

COVID-19 remains a worldwide pandemic and a threat to our local health and safety. We know the following (this list is not intended to be exhaustive):

1. The infectious agent, SARS-CoV-2, has caused cases and outbreaks of a serious communicable disease known as COVID-19 among the population of the Province of British Columbia;
2. Our public health officials have determined this constitutes a regional event, as defined in section 51 of the *Public Health Act*;
3. A person infected with SARS-CoV-2 can infect other people with whom the infected person is in contact; and
4. The gathering of people in close contact with one another can promote the transmission of SARS-CoV-2 and increase the number of people who develop COVID-19.

We cannot be certain that a person (of any age) will not contract SARS-CoV-2 at one of our facilities and/or while participating in one of our programs, but we have taken the steps required to develop safety guidelines and principles, which are available for your review at www.abbotsford.ca/alerts/restarting-recreation. Our COVID-19 Safety Guidelines and Principles will apply, but **the risk remains that a COVID-19 outbreak could occur despite our best efforts.**

As the representative of a user group, you are required to read and confirm that you understand the City's COVID-19 Safety Guidelines and Principles. You are required to take steps to ensure that participants act in accordance with the City's COVID-19 Safety Guidelines and Principles. Failure to adhere to the same could result in your user group's licence being revoked without refund of any fees, or any particular person being banned from access to our facilities.

It is vital that no person who feels sick in any way visit any of our facilities or utilize any of our services. It is also vital that no person brings a child who feels unwell or is showing any symptoms of illness to any of our facilities or programs.

It is vital that any person who believes that they may have become ill or their child may have become ill within 14 days of visiting one of our facilities report this immediately to us by contacting **604.859.3134** and seek appropriate medical attention by first calling 8-1-1. We will share personal information for the purposes of contact tracing if the need arises. To attend our facilities, all persons taking part in your activities must consent to the same.

For more information regarding the risks associated with COVID-19, please review the BC CDC guidelines for recreation facilities: <http://www.bccdc.ca/health-info/diseases-conditions/covid-19/community-settings/recreation-facilities>.

I have authority to enter into this Facility Use Licence on behalf of the organization named in it.	INITIAL HERE
I have read, understand and agree to this Facility Use Licence.	INITIAL HERE

I have reviewed and understand the City of Abbotsford's COVID-19 Safety Guidelines and Principles available at www.abbotsford.ca/alerts/restarting-recreation.

INITIAL HERE

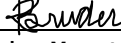
I represent and warrant that the organization named in this Rental Contract will follow all applicable Public Health Orders in force during the organization's use of City Facilities, which may include, without limitation, limiting the number of participants, ensuring sufficient space is available to permit participants to maintain physical distancing.

INITIAL HERE

X _____

Tom Kobelt

BC Christian Soccer
231-18525 53rd Ave, Surrey, British Columbia, V3S 7A4
6046577226
FA-8596
Date: _____

X  _____

Sandeep Mangat / Keri Bruder

Title: PRC Booking Clerk
City of Abbotsford Parks, Recreation & Culture

Date: 03/29/2022