

Facility Use License Agreement - Sports and Events



Printed: Mar 29 2023

Contract #: FA-14138 **Applicant:** Tom Kobelt **User:** Vivian Luk
Date: Mar 29 2023 **Status:** Firmed

i) Purpose of Use: PK Adult Sport Group Rental
 2023 Spring-BC Christian Soccer League

ii) Conditions of Use: Certificate of insurance, signed contract and payment required to confirm booking. No metal cleats or track spikes are permitted.

Facility/Equipment

Facility/Equipment Listing:

Field	Start Date	End Date	Day	Time	Fee(s)
King George Cambie - AT - Full - Light	Apr 17 2023	Apr 17 2023	Monday	09:00 PM - 11:00 PM	\$88.00 (PK 2023 Field - Richmond Adult Groups - Full)
King George Cambie - AT - Full - Light	Apr 24 2023	Apr 24 2023	Monday	09:00 PM - 11:00 PM	\$88.00 (PK 2023 Field - Richmond Adult Groups - Full)
King George Cambie - AT - Full - Light	May 01 2023	May 01 2023	Monday	09:00 PM - 11:00 PM	\$88.00 (PK 2023 Field - Richmond Adult Groups - Full)
King George Cambie - AT - Full - Light	May 08 2023	May 08 2023	Monday	09:00 PM - 11:00 PM	\$88.00 (PK 2023 Field - Richmond Adult Groups - Full)
King George Cambie - AT - Full - Light	May 15 2023	May 15 2023	Monday	09:00 PM - 11:00 PM	\$88.00 (PK 2023 Field - Richmond Adult Groups - Full)
King George Cambie - AT - Full - Light	May 29 2023	May 29 2023	Monday	09:00 PM - 11:00 PM	\$88.00 (PK 2023 Field - Richmond Adult Groups - Full)
King George Cambie - AT - Full - Light	Jun 05 2023	Jun 05 2023	Monday	09:00 PM - 11:00 PM	\$88.00 (PK 2023 Field - Richmond Adult Groups - Full)
King George Cambie - AT - Full - Light	Jun 12 2023	Jun 12 2023	Monday	09:00 PM - 11:00 PM	\$88.00 (PK 2023 Field - Richmond Adult Groups - Full)
King George Cambie - AT - Full - Light	Jun 19 2023	Jun 19 2023	Monday	09:00 PM - 11:00 PM	\$88.00 (PK 2023 Field - Richmond Adult Groups - Full)

Facility/Equipment Fees:

Name	# of Booking(s)	Subtotal	Discount	Tax	Total Price
King George Cambie - AT - Full - Light	9	\$792.00	\$0.00	\$39.60	\$831.60

Extra Fees

Extra Fees Listing:

Name	#	Unit Price	Total Usage	Subtotal	Tax	Total Price
-	-	-	-	-	-	-

Facility/Equipment & Extra Fees Summary

Field	Date	Day	Time	Fees	Extra Fees	Discount	Tax	Total
King George Cambie - AT - Full - Light	Apr 17 2023	Monday	09:00 PM - 11:00 PM	\$88.00	\$0.00	\$0.00	\$4.40	\$92.40
King George Cambie - AT - Full - Light	Apr 24 2023	Monday	09:00 PM - 11:00 PM	\$88.00	\$0.00	\$0.00	\$4.40	\$92.40

King George Cambie - AT - Full - Light	May 01 2023	Monday	09:00 PM - 11:00 PM	\$88.00	\$0.00	\$0.00	\$4.40	\$92.40
King George Cambie - AT - Full - Light	May 08 2023	Monday	09:00 PM - 11:00 PM	\$88.00	\$0.00	\$0.00	\$4.40	\$92.40
King George Cambie - AT - Full - Light	May 15 2023	Monday	09:00 PM - 11:00 PM	\$88.00	\$0.00	\$0.00	\$4.40	\$92.40
King George Cambie - AT - Full - Light	May 29 2023	Monday	09:00 PM - 11:00 PM	\$88.00	\$0.00	\$0.00	\$4.40	\$92.40
King George Cambie - AT - Full - Light	Jun 05 2023	Monday	09:00 PM - 11:00 PM	\$88.00	\$0.00	\$0.00	\$4.40	\$92.40
King George Cambie - AT - Full - Light	Jun 12 2023	Monday	09:00 PM - 11:00 PM	\$88.00	\$0.00	\$0.00	\$4.40	\$92.40
King George Cambie - AT - Full - Light	Jun 19 2023	Monday	09:00 PM - 11:00 PM	\$88.00	\$0.00	\$0.00	\$4.40	\$92.40

Contract Total

Rental Fee	Rental Tax	Extra Fees	Extra Tax	Total with Tax
\$792.00	\$39.60	\$0.00	\$0.00	\$831.60

Invoice

Due Date	Amount	Status	Paid	Remaining Balance
Apr 12 2023	\$831.60	Scheduled	\$0.00	\$831.60

Facility Use License Agreement

Payment and Fees

The City of Richmond charges a rental fee for applicable City and School District No. 38 facilities and amenities (the "Facilities"). Fees for the use of Facilities are increased annually, in compliance with the City's Consolidated Fees Bylaw No. 8636.

And whereas the Applicant has applied through the City of Richmond (hereinafter called the "City") for a Facility Use License Agreement to use and occupy those certain Facilities:

- One Time Bookings: Payment is due in full at the time of the booking.
- Ongoing Bookings: Payment is due in full prior to the day of the first booking.

Payment can be made using cash, cheque, debit or credit card. Cheques are payable to the 'City of Richmond'. A fee is charged for NSF cheques.

Cancellation Procedure

CANCELLATIONS BY THE APPLICANT (Outdoor Sports Amenities): When more than seven calendar days written cancellation notice is given to the Event and Rentals office, a credit or refund will issued. No credit or refund will be issued if less than seven calendar days notice is given.

CANCELLATIONS BY THE CITY: The City reserves the right to cancel, postpone or reschedule this Facility Use License Agreement at anytime with or without cause.

Compliance with Rules and Regulations

The Applicant shall ensure that all attendees adhere strictly to all rules and regulations in this Facility Use Licence Agreement and all rules and regulation particular to the Facility being used and advise all attendees accordingly. Failure to adhere to, or comply with, the rules and regulations. may result in the termination of this Facility Use License Agreement without the refund of any fees paid and the Applicant may be liable to pay penalties and any additional costs incurred by the City.

Field Closures

There are times when it becomes necessary to close fields during extreme weather conditions and maintenance. The field closure information is updated weekdays before 2:00 p.m. and on Friday for the following weekend. The Applicant is responsible for checking this report before using a field online at www.richmond.ca/fieldreport.

Unauthorized Use

The Applicant shall not permit any persons, group or organization not named in this Facility Use License Agreement to use or occupy the Facilities without the City's written consent and the City reserves the right to refuse use or occupation to any person, group or organization.

Damage

The Applicant shall be responsible for any damages to the Facilities and surrounding properties resulting from the rental and shall promptly report any damages to the City. The Applicant shall promptly pay any amount owing for repairs in excess of the damage deposit.

To report any damages to the City, please contact the Events and Rentals office at 604-244-1251 during regular business hours (Monday to Friday from 8:15 a.m. to 5:00 p.m.), or the City of Richmond's Public Works 24-hour phone line at 604-270-8721 outside regular business hours.

Security

The Applicant shall provide security at their own discretion and advise the City of the security arrangements.

Alcohol

The Applicant shall not permit liquor, beer or any other alcoholic beverages in/at the Facilities except with the prior written authorization of the City and an appropriate permit from the Liquor and Cannabis Control Branch. Copies of both documents must be attached to this signed Facility Use License Agreement.

Nuisance

The Applicant shall not do, suffer or permit to be done, any act or thing upon or to Facilities, which will or would constitute a nuisance to the occupiers of any Facilities adjoining or in the vicinity of Facilities or to the public generally.

Code of Conduct

Sport organizations must comply with the City of Richmond's Outdoor Sport Facility and Amenities Code of Conduct.

Inspection Prior to Event

Prior to the use of the Facilities, the Applicant shall inspect and notify the City of any condition that may render the Facilities compromised or unsafe.

Indemnity

The Applicant shall indemnify, defend and save harmless the City, its officers, employees, agents, successors, and assigns from and against any and all liability or claims of liability, for personal injury, property damage, or other loss caused by or arising out of the rental, including all damages, expenses, costs, including legal or other fees, except in respect of any damages or judgment resulting from or arising out of any negligence or fault on the part of the City with respect to the maintenance or condition of the Facilities, to the extent that the damage, loss or injury was caused the sole negligence of the City.

Insurance

Prior to the granting of this Facility Use License Agreement, the Applicant shall secure and maintain comprehensive general liability insurance including, without limitation, coverage for the indemnity provided herein, with a limit of not less than \$5,000,000 per occurrence, unless the Applicant is renting only an indoor meeting space, in which case a liability limit of not less than \$2,000,000 applies per occurrence. The insurance shall be endorsed to add the "City of Richmond" and "School District No. 38 (Richmond)" as an additional insured. The policy must contain a clause providing that the insurer will give the City thirty (30) days prior written notice in the event of cancellation or material change. The Applicant shall provide the City with an executed copy of a Certificate of Insurance at least ten (10) days prior to first booking on the Facility Use License Agreement.

If the Applicant will be providing alcoholic beverages, the insurance coverage must include "Host Liquor Liability" coverage.

It is the Applicant's responsibility to determine what additional insurance coverage, if any, including but not limited to the appropriate WorkSafeBC Insurance and Participants Insurance, is necessary for its own protection and/or to fulfil its obligations under this Facility Use License Agreement. Any such additional insurance shall be maintained at the sole expense of the Applicant.

Independence

The Applicant, its employees, agents, servants, or workers or volunteers shall not be deemed to be employees, agents, servants or workers or volunteers of the City of Richmond.

Authority to Bind

The Applicant warrants and represents that in signing this Facility Use License Agreement on behalf of a group or organization, the Applicant has sufficient power, authority and capacity to bind the group or organization.

The City of Richmond is committed to the safety of our staff and community and adheres to all Provincial and other regulations related to the operation of its facilities and/or amenities.

The Applicant also plays a meaningful role in ensuring its user group is protected. The Applicant hereby confirms that it has reviewed and understands the Provincial Health Orders that are in place to help stop the spread of COVID-19. Province-wide restrictions and Orders can be found here: <https://www2.gov.bc.ca/gov/content/covid-19/info/restrictions>.

The applicant is responsible for ensuring safety practises remain current as safety requirements and guidelines evolve. In addition and without limitation to any other COVID-19 related requirement, the Applicant will ensure that all members of its user group comply with all applicable Provincial proof of vaccination requirements. Where applicable, COVID-19 related safety practises must be approved by the Applicant organization's governing body (i.e. Board of Directors).

The Applicant hereby confirms that it will take all steps necessary to ensure that participants act in accordance with COVID-19 Safety Plans and/or policies and procedures, and where applicable, produce proof of vaccination for individuals 12 and older and a government issued ID for individuals over 18. Failure to adhere to the same may result in your user group's license being revoked without refund of any fees and/or any particular person being banned from access to the City of Richmond's facilities and/or amenities.

COVID-19 Addendum to Facility Use License Agreement

PLEASE READ CAREFULLY!

COVID-19 remains a threat to our local health and safety. As such, we are permitting user groups access to our facilities on the basis that COVID-19 precautions will be adhered to by user groups and individual participants. Safety of staff and the community remains our priority. We know the following (this list is not intended to be exhaustive):

1. The infectious agent, COVID-19, 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 COVID-19 can infect other people with whom the infected person is in contact;
4. The gathering of people in close contact with one another can promote the transmission of COVID-19 and increase the number of people who develop COVID-19; and
5. SARS-CoV-2 transmission and hospitalization rates significantly decline in communities that have a high percentage of vaccinated individuals.

We are operating our facilities in accordance with current Provincial guidelines, but **the risk remains that a COVID 19 transmission could occur at our facilities despite our efforts**. We cannot be certain that a person (of any age) will not contract COVID-19 at one of our facilities and/or while participating in one of our programs.

You are required to circulate this Addendum to the participants in the activity for which you are utilizing our facilities. You are required to take steps to ensure that participants act in accordance with your Communicable Disease Prevention Plan and/or policies and procedures.

It is vital that no person who feels sick in any way visit any of our facilities and/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 and/or programs. Individuals who experience symptoms associated with COVID-19 should contact 8-1-1 and follow their guidance.

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 read, understand and agree to this Addendum to the Facility Use License Agreement.	_____
I have reviewed this Addendum to Facility Use License Agreement with all participants in the activity(ies).	_____

Tom Kobelt

Mar 30 2023
BC Christian Soccer League
tom@kdi.ca