



North Vancouver Recreation and Culture Commission
Parks and Field Permit

851 Queens Rd. W., North Vancouver, BC V7N 4E3
Phone: (604) 983-6318
Fax: (604) 983-6335
E-mail: parks@nvr.ca
GST# 12467.5752

North Vancouver Recreation and Culture Commission hereby grants BC Christian Soccer (hereinafter called the "Licensee") represented by Dave Sattler, 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.

Contract Information

Title	BC Christian Soccer Games & Levy Spring 2023	Prepared by	Lesley H
Contract Due	Feb 17 2023	Contract #	FA-14537

Client Information

Name	Dave Sattler	Account	BC Christian Soccer
Phone #	(604) 809-1457	Email	daves@nsac.bc.ca
Address	201 23rd St E, North Vancouver, British Columbia, V7L 3E4		

Facility Rental Summary

Facility	Day	Start	End	Date Range	# of Bookings
Fen Burdett AT Full Field	Sat	03:00 PM	05:00 PM	Apr 01 2023	1
Windsor AT Full Field	Mon	09:00 PM	11:00 PM	Apr 03 2023 - Jun 26 2023	13
William Griffin AT Full Field	Fri	08:00 PM	10:00 PM	Apr 14 2023 - Jun 23 2023	10

Booking Exclusions & Modifications

Type	Location	Facility	Day	Date	Start	End
Exclusion	North Vancouver Field Permits	William Griffin AT Full Field	Fri	May 19 2023	08:00 PM	10:00 PM

Extras

Item Name	Quantity	Subtotal	Tax - GST	Total Price
-	-	-	-	-
Sports Levy Adult	35	\$1,207.50	\$0.00	\$1,207.50
Sports Levy Youth	15	\$431.25	\$0.00	\$431.25

Contract Totals

Rental Fee	Rental Tax - GST	Extra Fees	Extra Fees Tax - GST	Total with Tax
\$1,440.00	\$72.00	\$1,638.75	\$0.00	\$3,150.75

Contract Invoice - Payable as Terms Below

Rental charges are due according to the schedule below:

Payment Due Dates	Invoice Amount	Amount Paid	Remaining Balance	Invoice Status
Feb 25 2023	\$1,638.75	\$0.00	\$1,638.75	In Progress
Apr 01 2023	\$504.00	\$0.00	\$504.00	Scheduled
May 01 2023	\$504.00	\$0.00	\$504.00	Scheduled
Jun 01 2023	\$504.00	\$0.00	\$504.00	Scheduled

Total Rental Fee Paid to Date: \$0.00

Outstanding Balance: \$3,150.75

Conditions of Use

Rental groups must adhere to all current Public Health Orders:

We require 14 days written cancellation notice. Rentals are not confirmed until North Vancouver Recreation & Culture (NVR) receives payment and a signed copy of the Agreement. Please read the General Facility Terms and Conditions as it contains important information regarding your legal rights and obligations. These include, but are not limited to various limitations, exclusions and indemnities. Facility access will be permitted only for the duration identified in the agreement. Access will not be permitted prior to the start time, and groups must vacate the facility no later than the end time specified in the agreement. NVR is not responsible for any lost or stolen property or injuries occurring during the term of the License Agreement. Coaches are responsible for inspecting the field before each game and/or practice to ensure player safety and preserve optimum field conditions. Any hazard or safety concern is to be reported. It is mutually understood that from time to time it may be necessary to use alternate or additional sites from those listed on this Field Permit. In such circumstances all associated Conditions of use shall apply. Alcohol is not permitted. Smoking prohibited in public places, including parks and fields, bylaw 7792. Please leave the park clean.

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NVR require 14 days written cancellation notice. No smoking on any North Vancouver playing fields bylaw 7792. It is mutually understood that from time to time it may be necessary to use alternate or additional sites from those listed on this Field Permit. In such circumstances all associated Conditions of use shall apply.

Liability Insurance

(*) If you have purchased the SBC Insurance ;

I acknowledge that I have purchased Commercial General Liability Insurance from SBC Insurance Brokers, underwritten by certain underwriters at Lloyd's, Under Agreement No. MKL2022001; Unique Market Reference Number: B6027MKL2022001

A coverage summary including limits and exclusions has been provided.

My contact information will be shared with SBC insurance and Markel (the insurer) as a record of the purchase.

Any questions about the policy must be directed to SBC Insurance at info@sbcinsurance.com

TERMS AND CONDITIONS

THE FOLLOWING TERMS AND CONDITIONS INCLUDE INDEMNITIES AND RELEASES, WHICH IMPOSE LIABILITY ON THE LICENSEE AND RESTRICT THE LICENSEE'S ABILITY TO SUE OR CLAIM DAMAGES. PLEASE READ CAREFULLY.

Subject to payment of the fees set out in the attached Facility Permit (the "Permit"), the Licensee may use the Facilities indicated in Permit at the times and on the dates indicated in the Permit on the following terms and conditions, all of which are deemed to form part of the Permit:

1. The Permit is conditional upon the Licensee's agreement with the following terms:

(a) The Licensee acknowledges and agrees that COVID-19 is currently a risk in gatherings of any size, and that COVID-19 may result in serious illness or death. The Licensee will use the Facilities only in compliance with all provincial ministerial orders, orders of the Provincial Health Officer, and requirements, regulations, guidelines and orders of any other authorities having jurisdiction, including, without limitation, WorkSafeBC, that relate to COVID-19 or the use of the Facilities (collectively, all such orders, requirements, regulations and guidelines are "Orders"). Such Orders may impose, among other things, limitations on group size and social distancing requirements and vaccination status of participants. **Orders may change from time to time and it is the sole responsibility of the Licensee to ensure that it is aware of and in compliance with all Orders currently in force.**

(b) The Licensee hereby assumes all risk associated with COVID-19 and its use of the Facilities. The Licensee acknowledges and agrees that neither the North Vancouver Recreation and Culture Commission (the "Commission") nor the owner of the Facilities (the "Owner") guarantees the safety of the Facilities, and that the Commission and the Owner are not responsible for monitoring or ensuring the Licensee's compliance with any Orders.

(c) The Licensee, on behalf of itself and its invitees, volunteers, customers, employees, contractors, successors, heirs, personal representatives and others claiming by or through the Licensee (collectively with the Licensee, the "Licensee Parties"), hereby releases, remises and discharges the Commission, the Corporation of the District of North Vancouver (the "District"), the Corporation of the City of North Vancouver (the "City"), School District No. 44 (North Vancouver) (the "School District") and the employees, agents, contractors, volunteers and elected and appointed officials (collectively with the Commission, the District, the City and the School Board, the "Licensor Parties") from any and all losses, damages, costs, fees, claims, actions, causes of action, judgments and other liabilities whatsoever (collectively, "Claims") that the Licensee Parties or any of them may suffer or incur, or make, bring, claim or have against the Licensor Parties or any of them, in connection with, arising from or relating to COVID-19 and the Licensee's use of the Facilities, including, without limitation, Claims arising from the infection of any of the Licensee Parties with COVID-19 and any resulting illness, personal injury or death.

(d) Notwithstanding any other indemnity contained in this Agreement, and without limiting any such other indemnity, the Licensee agrees to and does hereby indemnify the Licensor Parties and save them harmless from any and all Claims that may be suffered or incurred by, or made, claimed or brought against, the Licensor Parties or any of them, and that arise from or relate to COVID-19 and the Licensee's use and occupation of the Facilities, including, without limitation, any Claims arising from or relating to the infection of the Licensee Parties or any third party with COVID-19 as a result of the Licensee's use of the Facilities, except to the extent caused by the negligence or wilful misconduct of the Licensor Parties.

(e) If the Licensee is an organized sporting organization or will be using the Facilities for organized sports, the Licensee hereby warrants that it has developed an appropriate Return to Sport Plan (the "RTS Plan") for its particular sport in accordance with the current Return to Sport Guidelines for British Columbia (which guidelines can currently be reviewed at atviasport.ca/return-sport/), agrees that the Licensee will update the RTS Plan as necessary to reflect changes made to such guidelines from time to time, and agrees that it will at all times comply with its RTS Plan.

(f) The Licensee understands that the Commission does not employ health professionals and does not screen for potential illness, including COVID-19. The Licensee will not permit any person (including children) to use the Facilities pursuant to this Permit if they are ill and/or required to self-isolate or quarantine by the Provincial Health Authority.

(g) The Licensee hereby agrees that personal information provided by the Licensee and/or its participants/members may be shared with the BC Provincial Health Authority as necessary for the purposes of contact tracing if the need arises

2. The Licensee further covenants and agrees that it will:

(a) if the Permit relates to mountain biking, organized sports, trail events or similar outdoor activities, obtain releases of liability from each person who will be using the Facilities pursuant to the Permit, and from the parents or legal guardians of each such person who is a minor, and to retain all such waivers for a period of three years, for adult users, or until three years after a minor obtains the age of majority, for users who are minors. Such releases will release the Licensee and each of the Licensor Parties from all liability arising from the use of these Facilities, and the Licensee agrees that such no person will be permitted to use the Facilities pursuant to this Permit for the purposes set out in this section without providing such a release;

(b) comply with all laws, regulations, orders and bylaws of any authority having jurisdiction;

(c) not display any corporate advertising or cover any existing advertising within the Facilities without consultation with the Commission;

(d) be responsible for any damages incurred by the Licensee Parties or any of them;

(e) exercise the greatest possible care in its use of the Facilities;

(f) report all damage immediately to the Commission or the Owner;

(g) if members of the Licensee's group or organization are under 19 years of age, ensure that all such persons are constantly under the immediate supervision and control of a competent and trustworthy adult who will personally undertake to be responsible for the due observance of the terms and conditions of this Agreement and any other regulations governing the Facilities;

(h) ensure that the Facilities are left in a clean and tidy condition, failing which the Licensee will pay on demand the costs of clean-up;

(i) if the Permit relates to the use of grass fields, refrain from use of grass fields during extended rainfall or when there is snow on their surface, or when they are frozen or water saturated;

(j) if the Permit relates to the use of grass fields, confirm that grass fields are open prior to using them, and adhere to any grass field closures (field status is posted on the NVRC website under "Field Status and Locations": <https://www.nvrc.ca/facilities-fields/field-status-locations/>);

(k) pay all fees payable under the Permit in the manner required under the Permit;

(l) in the event the Licensee does not intend to use the Facilities at any of its scheduled times, terminate the permit or cancel the scheduled booking with the amount of notice required under the Permit (the "Required Notice") in advance by email to rentals@nvrc.ca (for indoor facility rentals) or to parks@nvrc.ca (for parks and field);

(m) comply with the following restrictions:

(i) no practicing on grass fields is permitted without authorization;

(ii) no object may be placed in any grass field without first consulting with the Parks Department of the District or the City in which the field is located (due to underground irrigation systems);

(iii) liquor or beer is not permitted on the Facilities unless the Licensee holds a Special Event Permit issued by the BC Liquor Distribution Branch;

(iv) no smoking is permitted in any District Parks, City Parks or on School District property, in accordance with District of North Vancouver Bylaw #7792 and City of North Vancouver Bylaw #7026; and;

(v) equipment storage on or in Facilities is not permitted without approval of the Commission or relevant Parks Department.

3. The Permit is exclusive to the Licensee named in the Permit, and the Permit may not be assigned to or used by any other person or group.

4. Late payment of any fees payable under the Permit may result in cancellation of the Permit, at the Commission's discretion.

5. The Permit is non-exclusive, and the Commission or others having the permission of the Commission may enter upon the Facilities at any time for any reason without notice.

6. The Commission may terminate this Permit if for any reason the Facilities is unsuitable or unavailable to rent at the date and time booked, as determined by the Commission in its sole discretion. Upon termination of the Permit, the Commission will refund any monies received with respect to the period occurring after the date of termination, but in no event will any other damages or compensation be payable to the Licensee.

7. The Licensee may terminate the Permit or, if the Permit relates to a number of scheduled use periods, cancel any scheduled use period, by giving the Commission in writing, the Required Notice of such termination or cancellation, and in such event the Commission will refund that portion of the Fee attributable to the period occurring after the date of termination or to the cancelled use period, as the case may be. Where the Commission receives less than the Required Notice of any termination or cancellation, the Licensee will not be entitled to a refund. If the Permit also required payment of a deposit, the deposit will be forfeited to the Commission in the event of any cancellation or termination by the Licensee.

8. The Licensee accepts and will use the Facilities at its own risk and acknowledges and agrees that none of the Commission, the District, the City or the School Board, nor their respective employees, servants, agents, contractors, volunteers and elected and appointed officials (collectively with Commission, the District, the City and the School Board, all of the foregoing parties are the "Licensor Parties"), have made any warranties or representations respecting the suitability or condition of the Facilities. The Licensee, on behalf of itself and the Licensee Parties and their heirs, successors and personal representatives, hereby releases and discharges each of the Licensor Parties from any and all Claims that the Licensee Parties or any of them may suffer or incur, or make, bring, claim or have against the Licensor Parties or any of them, in connection with or arising from the Permit or the granting or termination thereof, or the use of the Facilities by the Licensee Parties or any of them. The Licensee further agrees to, and does hereby, indemnify and save harmless the Licensor Parties from and against any and all Claims, including all damages, liability, expenses, costs, and actual legal and other fees and disbursements incurred in respect of any such Claims, arising directly or indirectly from or in connection with the Permit or the use of the Facilities by the Licensee Parties or any of them, except to the extent caused by the negligence or wilful misconduct of the Licensor Parties. Without limiting the foregoing, in no event will the Commission be responsible for the loss of or damage to any items left at the Facilities.

9. The Licensee will obtain and maintain at all times throughout the Permit period comprehensive general liability including, without limitation, coverage for the indemnity provided therein, on terms satisfactory to the Commission, with the North Vancouver Recreation & Culture Commission, the District of North Vancouver, the City of North Vancouver and School District No. 44 covered as additional insureds. Such policy will cover bodily injury (including death), property damage and property loss, will be written on a comprehensive basis with inclusive limits of not less than \$5,000,000 per accident or occurrence or such higher limits as the Commission requires from time to time, will be primary and not contributory and will contain a cross-liability clause and a waiver of the insurer's rights of subrogation against each of the Licensor Parties, and will contain a clause providing that the insurer will give each of the Licensor Parties 30 days' prior written notice in the event of cancellation or material change. The Licensee will provide the Commission with evidence of such insurance coverage in the form of an executed copy of a Certificate of Insurance in a form satisfactory to the Commission. The Licensee is responsible for ensuring that its subcontractors comply with the same insurance requirements as outlined in this section 9.

10. In the event of any breach of the foregoing terms, the Permit may be terminated immediately without any refund of fees paid.

11. The applicant signing on behalf of the Licensee (the "Applicant") warrants and represents that he/she is executing the Permit on behalf of the Licensee and has sufficient power, authority and capacity to bind the Licensee with his/her signature.

12. The Applicant agrees to inform all responsible officials associated with the Licensee of the terms and conditions set forth herein.

By signing this document, you are consenting to the use of your electronic signature in lieu of an original signature on paper. You have the right to request to sign a paper copy instead. You have the right to request a paper copy of an electronic record. Your agreement to use an electronic signature for any document will continue until you notify us otherwise.

Licensee:
BC Christian Soccer

Date:
Feb 28 2023

Authorized Signatory:
Dave Sattler

Click to Sign



Signature Required

