

Rental bookings are not confirmed until the Licensee signs and returns the Rental Contract / Permit <u>and</u> initial rental payment and damage deposit, if applicable, are received.

Signed Rental Contract / Permit due by:

Contract #: FA-1691 Prepared by: **Chrissy Swanson**

BC Christian Soccer League - Spring/Summer 2023 **Contract Name:**

Created Date: 23 Feb 2023 Status: **Firmed**

Client Information

(Lights)

BC Christian Soccer League Name: Administrator - Tom Kobelt BCCS Account:

Phone #: (604) 530-7318 tom@kdi.ca Email:

Address: 231 - 18525 53 Avenue, Surrey, British Columbia, V3S 7A4

01 May 2023 - 12 Jun 2023

Facility Rental Summary	ty Rental Summary							
Number of Guests								
Facility	Date Range	Day	Start	End	# Sess.			
Dugald Morrison Syn Turf (Lights)	14 Apr 2023 - 09 Jun 2023	Fri	08:00 PM	10:00 PM	8			
Holly PK Syn Turf Field	01 May 2023 - 12 Jun 2023	Mon	08:00 PM	10:00 PM	6			

Mon

08:00 PM

10:00 PM

6

Facility Booking Details							
Facility	Date	Day	Time	Fees	Extra Fees	Tax	Total
Dugald Morrison Syn Turf (Lights)	14 Apr 2023	Friday	08:00 PM - 10:00 PM	\$54.00	\$28.00	\$4.10	\$86.10
Dugald Morrison Syn Turf (Lights)	21 Apr 2023	Friday	08:00 PM - 10:00 PM	\$54.00	\$28.00	\$4.10	\$86.10
Dugald Morrison Syn Turf (Lights)	28 Apr 2023	Friday	08:00 PM - 10:00 PM	\$54.00	\$28.00	\$4.10	\$86.10
Holly PK Syn Turf Field (Lights)	01 May 2023	Monday	08:00 PM - 10:00 PM	\$54.00	\$28.00	\$4.10	\$86.10
Dugald Morrison Syn Turf (Lights)	05 May 2023	Friday	08:00 PM - 10:00 PM	\$54.00	\$28.00	\$4.10	\$86.10
Holly PK Syn Turf Field (Lights)	08 May 2023	Monday	08:00 PM - 10:00 PM	\$54.00	\$28.00	\$4.10	\$86.10
Dugald Morrison Syn Turf (Lights)	12 May 2023	Friday	08:00 PM - 10:00 PM	\$54.00	\$28.00	\$4.10	\$86.10
Holly PK Syn Turf Field (Lights)	15 May 2023	Monday	08:00 PM - 10:00 PM	\$54.00	\$28.00	\$4.10	\$86.10
Dugald Morrison Syn Turf (Lights)	26 May 2023	Friday	08:00 PM - 10:00 PM	\$54.00	\$28.00	\$4.10	\$86.10
Holly PK Syn Turf Field (Lights)	29 May 2023	Monday	08:00 PM - 10:00 PM	\$54.00	\$28.00	\$4.10	\$86.10
Dugald Morrison Syn Turf (Lights)	02 Jun 2023	Friday	08:00 PM - 10:00 PM	\$54.00	\$14.00	\$3.40	\$71.40
Holly PK Syn Turf Field (Lights)	05 Jun 2023	Monday	08:00 PM - 10:00 PM	\$54.00	\$14.00	\$3.40	\$71.40
Dugald Morrison Syn Turf (Lights)	09 Jun 2023	Friday	08:00 PM - 10:00 PM	\$54.00	\$14.00	\$3.40	\$71.40

Holly PK Syn Turf Field	12 Jun 2023	Manadan	00:00 DM 40:00 DM	ФE 4 ОО	£44.00	CO 40	Ф 7 4 40	
(Lights)	12 Jun 2023	Monday	08:00 PM - 10:00 PM	\$54.00	\$14.00	\$3.40	\$71.40	

Facility Fees					
Facility	Subtotal	Discount	Tax	Total Price	# of Booking(s)
Dugald Morrison Syn Turf (Lights)	\$432.00	\$0.00	\$21.60	\$453.60	8
Holly PK Syn Turf Field (Lights)	\$324.00	\$0.00	\$16.20	\$340.20	6

Extra Fees								
Extra Fees Name	#	Unit Price	Total Usage	Subtotal	Tax	Total Price		
Park Lights Delta AD >22	8	\$14.00	14 hrs	\$196.00	\$9.80	\$205.80		
Park Lights Delta AD >22	6	\$14.00	10 hrs	\$140.00	\$7.00	\$147.00		
Contract Fees Name								
-	-	-		-	-	-		

Invoice Summary			
Due Date	Amount	Remaining Balance	
26 Apr 2023	\$1,146.60	\$0.00	
		40.00	
	TOTAL REMAINING BALANCE:	\$0.00	

Payment Information								
Payment Date	Amount	Payment Method	Payment Status	Invoice #				
26 Apr 2023	\$1,146.60	AccountCredit	Success	165755				

Contract Total				
Rental Fee	Rental Tax	Extra Fees	Extra Tax	Total with Tax
\$756.00	\$37.80	\$336.00	\$16.80	\$1,146.60

Conditions of Use

Bus parking is permitted in the east parking lot or on Mountain View Blvd only.

Field access is for players, coaches and officials only.

Pop up tents/chairs, gum, food and beverages, except water, are prohibited on field. Spectators are to use designated areas.

Licensee must ensure goals are removed from the field and properly stored and secured in designated areas after each use.

Please ensure that liability insurance also names the Delta School District as additional insured.

Signed permits, change requests or cancellations are to be returned via email parkbookings@delta.ca or to Ladner Leisure Centre, 4600 Clarence Taylor Crescent, Delta, BC V4K 3X3 (signed permits only). To receive a full refund, cancellations must be received within 3 working days of the booking.

Please keep one copy of the permit for Licensee records. Permit(s) requires signature to validate. Permit holders are provided at each facility. Please post permits during the allocated use.

Bi-weekly Permit – Licensee must confirm the dates required so we can adjust permit accordingly.

Where applicable, Delta Business License must be in place and displayed during the event.

Questionnaire(s)

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TERMS AND CONDITIONS

IN CONSIDERATION OF the permission granted in the attached Permit, the Licensee agrees to the following terms and conditions. Delta may, but is not obligated to, 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. If a private security guard firm is used to satisfy any requirements or conditions imposed on the Licensee, the Licensee will ensure that an official of the security firm personally contacts the Delta Police and Delta Parks, Recreation and Culture staff at least one week prior to the event to review 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 ("Certificate"). 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 its elected officials, officers, directors, servants, agents and employees (collectively the "Indemnified Parties") from and against any and all liability, actions, causes of action, damages, losses, costs, legal fees and expenses of any type sustained by the Indemnified Parties, or any of them, including in respect of property loss, damage or destruction, 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 Indemnified Parties 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 anytime.
- 23. The Licensee will ensure any photography, audio, and video recording, broadcasting, livestreaming or similar activity at a Facility ("Recording") complies with all enactments and does not infringe the intellectual property or privacy rights of any person. Without limiting paragraph 18, the Licensee further saves harmless and indemnifies the Indemnified Parties from and against any and all liability, actions, causes of action, damages, losses, costs, legal fees and expenses of any type sustained by the Indemnified Parties resulting from a Recording or a breach of this section.
- 24. If the Licensee undertakes or permits Recording for purposes other than personal use, the Licensee will (a) prominently post at the Facility notice of the Recording, such notices to include the nature of the Recording, intended use of the Recording and a release of liability in favor of the Indemnified Parties; and (b) no fewer than 7 days before the Recording will occur, submit to the Delta a written plan of how it will satisfy its obligations under subparagraph (a), including the proposed notice, for Delta's approval.

For Inquiries, please call

Ladner Leisure Centre604-946-3310Sungod Recreation Centre604-952-3075North Delta Recreation Centre604-952-3045South Delta Recreation Centre604-952-3020Winskill Aquatic Centre604-952-3005City of Delta Websitewww.delta.ca

Release and Waiver of Liability

Click to Sign

Date: 26 Apr 2023 Client Signature