Permit

PACEL REG SA PHONE:(604) 294-7450



PRC Administration 2301-3713 Kensington Ave Burnaby, BC V5B 0A7

EMAIL:parksrecandculture@burnaby.ca

Permit # R6554

Status Approved Date Mar 10, 2024 1:10 PM

Organization Name **Customer Type** Organization Address B.C. Christian Soccer League* - 11665

Community Group

201 E 23rd St

Dave Sattler

North Vancouver, BC V7L3E4

Organization Phone 1 (604) 809-1457

Number

Organization Phone 2 (604) 984-6422x223

Number

Work Phone Number

Home Phone Number **Email Address** (604) 809-1457

(604) 980-2817

daves@nsac.bc.ca

System User

Agent Name

00078916

Rental Fee \$3,538.80 GST \$177.00 Discounts

\$0.00 Subtotal \$3,715.80

Deposits \$0.00 Deposit Discounts \$0.00

Total Permit Fee \$3,715.80

Total Payment \$0.00 Refunds \$0.00

> Balance \$3,715.80

Ad Soccer-BLW F#1 Mon 9-11pm May-July

2 resource(s)

9 booking(s)

Subtotal: \$1,592.46

Booking Summary

BLW Fleld 1 (Sport Ad under R60%)

Center: Burnaby Lake Sports Complex West

(BLW)

START DATE/TIME

END DATE/TIME

ATTENDEE

AMT W/O TAX

\$1,415.52

Mon, May 6, 2024 9:00 PM

Mon, Jun 24, 2024 11:00 PM

Occurs every Monday effective 05/06/2024 until 06/24/2024 from 9:00 PM to 11:00 PM.

BLW Field 2 (Sport Ad under R60%)

Center: Burnaby Lake Sports Complex West

(BLW)

START DATE/TIME

END DATE/TIME

ATTENDEE

AMT W/O TAX

Mon, Jun 24, 2024 9:00 PM

Mon, Jun 24, 2024 11:00 PM

\$176.94

Custom Questions

QUESTION

ANSWER

Does the customer have SBC (CoB provided) insurance, FUP/AON insurance or their own private insurance?

Private

Expiry date:

Mar 11, 2025

Disclaimers

DESCRIPTION	TEXT
REFUNDS General Ongoing	Monthly, seasonal, recurring reservations.
	 Payment is made in full or by monthly payment plan
	• For monthly payment plan, the payment is due on the first day of the month, one month in
	advance (i.e. for a September booking the payment is due August 1)
	Refund Guidelines:
	Customer provides 30+ days cancellation notice – Full refund
	Customer provides 14-30 days cancellation notice – 50% refund
	Customer provides less than 14 days cancellation notice – No refund
	• No show – No refund
	City Cancels the reservation – Full refund
SPO Alcohol Consumption	THE CITY OF BURNABY HAS A ZERO TOLERANCE LEVEL WITH REGARDS TO ALCOHOL,
	CANNABIS AND/OR ILLICIT DRUG CONSUMPTION IN OUR FACILITIES/PARKS, FAILURE TO
	ABIDE BY THIS POLICY MAY RESULT IN THE TEAM AND OR LEAGUE HAVING THEIR
	ALLOTMENT(S) WITHDRAWN. THIS ALSO APPLIES TO SPECTATORS. TEAMS ARE
	RESPONSIBLE FOR THEIR FANS AND WILL FACE THE SAME CONSEQUENCES IF THEIR
	FANS ARE FOUND CONSUMING ALCOHOL/CANNABIS AND/OR ILLICIT DRUGS,

Ad Soccer-BLW F#3 Fri 9-11pm Apr-June

1 resource(s) 11 booking(s) Subtotal: \$1,946.34

Event Notes:

PLEASE NOTE ANY EXCLUSIONS!

Booking Summary

BLW Field 3 (Sport Ad under R60%)		Center: Burnaby Lake Sports Complex West (BLW)	
START DATE/TIME	END DATE/TIME	ATTENDEE	AMT W/O TAX
Frl, Apr 5, 2024 9:00 PM	Frl, Jun 21, 2024 11:00 PM	5.	\$1,946.34
Occurs every Friday effective 04/05/2024 until 06	5/21/2024 from 9:00 PM to 11:00 PM.		
Exception:			
Fri, May 17, 2024,			
Fri, Jun 28, 2024, Fri, Jul 5, 2024			

Custom Questions	
QUESTION	ANSWER
Does the customer have SBC (CoB provided) insurance, FUP/AON insurance or their own private insurance?	Private
Expiry date:	Mar 11, 2025

Waivers and Information

 WAIVER NAME
 DUE DATE
 FOR
 SIGNING STATUS

 FAC: Outdoor Facility Waiver
 Apr 5, 2024
 Dave Sattler
 Unsigned

- 1. The Licensee agrees to comply with the following Facility Use Deposit guidelines:
- Where applicable, a deposit must be received by the date and in the amount noted on the permit-
- The deposit must be in the form of credit card, cash or certified cheque made payable to the 'City of Burnaby'
- Over and above and separate from the permit, the Licensee agrees that it will pay to the City forthwith upon demand the reasonable cost of repairing or replacing any City asset that has been removed, altered or damaged by the User, their guests, invitees, their contractors and agent others for whom the Licensee is reasonably responsible for in the Facility.

- 2. Field closures are necessary to protect the quality of these facilities and the safety of our users. Call 604.294,7984 for field status update, it is the responsibility of the Licensee to verify field(s) status. Playing on a closed field could result in the loss of allotment, fine and/or team suspension.
- 3. General or Emergency Facility Problems: Contact Parks Patrol at 604,294,7200 evenings and weekends.

4. Community Artificial Turf Fields:

Goal nets and corner flags are not provided at any community artificial turf field (Byrne Creek Secondary, Cariboo Hill Secondary, Burnaby North Secondary or Burnaby Central Secondary) or at Kensington grass field #5, Burnaby Heights field or fields 7, 8 or 9 at Burnaby Lake East Sports Complex. The Licensee is responsible for providing these items for their use.

Goal Posts:

The Licensee is responsible for returning the goalposts to their lock-up location and securing with the padlock(s), Any damaged or missing locks must be reported to the Allotment Department immediately at 604-294-7459 or after hours to Parks Patrol at 604-294-7200, Costs associated with the repairs and/or replacement of missing or damaged equipment to City property may be passed onto the Licensee if it is found that goal posts were not secured prior to Licensee departure.

6, Boot Camps/Fitness Camps:

- The Licensee must abide by the 'Burnaby Noise or Abatement Bylaw 1979'. Failure to do so may result in the cancellation of this allotment.
- If the Licensee wishes to move around to other City of Burnaby sites, including parks and schools, the Licensee must seek the permission of the City prior to such move.
- The Licensee is to use the area around the fields. Grass fields are NOT to be used
- 7. General Conditions of Agreement for All Uses of Facilities:
- The Licensee is responsible for leaving the fields, change rooms and/or facility clean and litter free and may be billed for any subsequent cost incurred by the City for clean-up.
- All groups shall use only the sports field whiting compound (non-toxic) when marking Burnaby Parks fields/diamonds.
- Please be advised that as of 2007 September 04, all user groups allocated on school property must comply with the Tobacco Control Act, and specifically section 2.2 which prohibits all individuals from smoking or using tobaccos, or holding lighted tobaccos in or on school property at all times.
- 8. Burnaby Parks, Recreation and Culture policies require that unless specifically permitted:
- Vehicles must be parked in designated parking areas. Vehicles parked illegally or inside park sites will be towed at owner's expense.
- Service of food is subject to health authority regulations.
- The sale of goods, the collection of an admission fee, or the operation of a concession is prohibited.
- The operation of a public address system or amplified music is not permitted
- Signage, banners or advertisements are not permitted.
- The erection of structures, fences, poles, tents, stages, bleachers, portable toilets, the use of fireworks, or the installation of electricity is prohibited.
- The City of Burnaby has zero tolerance for the possession or consumption of alcohol, cannabis, illicit drugs and/or other intoxicating substances in any areas inside or outside the facility. Failure to abide by this policy may result in the Licensee having their allotment(s) withdrawn. The same policy will apply if any substances are found in the possession of the Licensee's participants or spectators.
- 9. All City of Burnaby facilities are NON-SMOKING.
- 10. The Parks, Recreation and Culture Commission expects all user groups, allotment holders and participants at City operated facilities to treat users and city staff with respect and to conduct themselves in such a way as to promote safe and positive experiences.

Without limiting the above, there will be zero tolerance for:

- Possession of weapons
- Criminal behavior of any kind but particularly violent or aggressive behavior
- Behaviour that promotes discrimination, racism or hatred
- Any activity or conduct that would be detrimental to the environment at the site or may negatively impact those in the immediate surrounding properties to the site.
- Damaging, defacing, fouling or polluting any park or facility.

Conduct that violates the Code of Conduct will result in appropriate action against user groups, the permit holder and/or person(s) responsible. This includes, without limitation, suspension or termination of privileges to use City facilities and appropriate disciplinary or legal actions.

11. Refund guidelines apply.

The undersigned does hereby acknowledge and agree: that they have read, understood, and are hereby bound by this Agreement and the Terms and Conditions above; that they have executed this Agreement on behalf of the Licensee; and, that they are authorized to bind the Licensee to this Agreement by their signature.

FAC: Terms & Conditions for Use of a Apr 5, 2024 City Facility Dave Sattler

Unsigned

Definitions:

- "City" means the City of Burnaby including its elected officials, employee, volunteers, agents and contractors:
- "Facility" means the location described on the face of this Agreement, including the building, grounds, sports fields, or rooms, and any equipment or other property of the City made available to the Licensee;
- "Facility Damage" means any loss, damage, defacing, destruction, or impairment of City owned equipment or property that is not reasonable wear and tear:
- "Licensee" means the party named in the Agreement, including the owners, executive and board members, members, employees, volunteers, agents, and contractors; and
- "Licensee Parties" means the Licensee's directors, employees, volunteers, agents, contractors, guests, invitees, participants, and any other persons for whom the Licensee is responsible at law.
- 1. Location and Charges: The Licensee shall pay all fees and charges for use of the Facility in advance, or as otherwise arranged in writing, and may use only the Facility and equipment specified on the date or dates and during the time period indicated by this Agreement for the purposes specified, Refund guidelines apply, see www.burnaby.ca/refunds for details.
- 2, Multiple Uses of the Same or Another Facility: If this Agreement is intended for the use of multiple facilities or multiple uses of the same Facility; or for the seasonal use of either the same or multiple Facilities, the parties are hereby agreed that the terms and conditions of this Agreement, and all of them, shall apply to each and every use of a Facility by the Licensee; and, the fact that a site was used or occupied by the Licensee is, in and of itself, sufficient evidence that these terms and conditions apply to the use and occupancy.
- 3. Observance of Laws: The Licensee agrees to abide by all laws, including without limitation all Federal and Provincial statutes and regulations, and municipal bylaws, regulations, guidelines, orders, directives, rules or policies that govern the use of the Facility and, without limiting the foregoing, shall not obstruct any fire exit or exceed either the seating capacity or occupancy of the Facility.
- 4. Assumption of Risk: Prior to use the Licensee agrees to make a reasonable inspection of the Facility to ensure that it is suitable for the purposes intended and will at all times exercise reasonable care and due diligence and assume all risks. The City shall not be liable to the Licensee or any Licensee Parties, for any loss or damage to property or for any personal or bodily injury, disease, illness or death, or any other losses, actions, claims, liabilities, or causes of action however incurred or sustained by the Licensee, or any Licensee Parties, during or otherwise in connection with the Licensee's use of the Facility. Subject to section 12, the Licensee acknowledges and agrees that the City has zero tolerance for impairment from, and possession or consumption of, alcohol, illicit drugs, or other intoxicating substances on City-owned property, including the Facility, and that in connection therewith the City may eject the Licensee and any Licensee Parties from the Facility, or terminate this Agreement forthwith.
- 5. Infectious Diseases: Without limiting the generality of Section 4, the Licensee hereby assumes the risk of possible exposure to and illness from infectious or communicable viruses and diseases, including but not limited to SARS-CoV 2, Ebola, influenza and COVID-19 (collectively, "Transmittable Diseases"), incurred or sustained by the Licensee and any Licensee Parties in connection with their use of the Facility. The Licensee knowingly and freely assumes all such risks, both known and unknown, for itself and any Licensee Parties even if arising from the negligence of the City or others, Further, and without limiting the generality of Section 3, the Licensee agrees to comply with all applicable Municipal, Provincial, and /or Federal regulations, guidelines, orders, directives or rules, as may relate to minimizing the risk of transmission of any Transmittable Diseases and agrees to make available to and inform any Licensee Parties using the Facility thereof, including any revisions or updates made to such regulations guidelines, orders, directives or rules throughout the term of this Agreement.
- 6. Indemnity and Hold Harmless: The Licensee covenants not to sue or assert any claim against the City and agrees to indemnify and hold the City harmless from and against any and all costs, losses, damages, proceedings, actions, claims, demands, liabilities, and expenses that may be suffered by the City, or which may arise or accrue to any person, firm or corporation, including any Licensee Parties, against the City, which are caused by, or which arise in any manner out of the Licensee's use and occupation of the Facility.
- 7. Liability Insurance: The Licensee shall obtain and maintain at all times during its use and occupation General Liability insurance with limits of not less than five million dollars per occurrence, with the City of Burnaby named as additional insured. For some events, the City may require liability insurance with higher limits and/or specific coverage extensions. By requiring this, or any, liability insurance with specified minimum limits, the City does not represent that the amount is sufficient and the Licensee shall obtain whatever additional limits that it feels are necessary for its purposes,
- 8. Facility Damage: The Licensee shall promptly reimburse the City the cost of repairing for any Facility Damage arising in any manner from the rental and/or use of the facility by the Licensee.
- 9. Force Majeure [and Pre-Emption]: In the event that the Facility, or any part of it, is damaged by any cause or if any other unforeseen event shall reasonably render the fulfillment of this Agreement by the City impossible, then this Agreement shall terminate. The parties also agree that the City may pre-empt and terminate this Agreement for a special event or specific purpose and where possible will attempt to provide reasonable notice to the Licensee and/or an alternate facility within the City. In either case, the Licensee shall be obligated to pay only such amounts that may be payable up to the time of such termination, and the Licensee hereby waives any claim for damages or other compensation should this Agreement be so terminated.
- 10. Storage: It is agreed that if the Licensee is permitted to keep, leave, or store any property (including cash) at the Facility that the City shall not be liable for loss or damage to any such property regardless of the cause. This includes any property belonging to the guests or invitees of the Licensee or those for whom the Licensee is legally responsible.
- 11. Not Transferable: This Agreement, and any rights conferred on the Licensee by it, are personal to the Licensee and may not be assigned

transferred to any other party, in whole or in part in default of which the City may terminate the Agreement forthwith and eject such other party from the Facility.

- 12. Service of Alcohol: If the Licensee is permitted to dispense alcohol, the Licensee agrees that it shall provide satisfactory evidence that it has a valid permit and license, and that its Liability insurance policy is endorsed to include liability for both the service of alcohol and forcible ejection. The Licensee agrees that it will stop dispensing alcohol at any time on the instruction of the City but in any event not less than one hour prior to the finishing time stated elsewhere on this Agreement.
- 13. Service of Food: If the Licensee is permitted to serve food it shall be responsible to obtain any permit or authorization that may be required from the Medical Health Officer for the Region,
- 14. Incorporation of Licensee: The undersigned represents that where the Licensee is a group, team, or league that it is registered and incorporated as a legal entity; the undersigned further represents that they are authorized to execute this Agreement on behalf of the Licensee. If for any reason, the Licensee is not a legal entity at the time of use, or if it is determined that the undersigned has no authority to bind the Licensee into this Agreement, then this shall be a personal contract between the undersigned, doing business as the Licensee, and the City.
- 15, Personal Information: Personal information is collected for the purposes of allocation of City of Burnaby facilities. The City of Burnaby is collecting this information under Section 26 of the Freedom of Information and Protection of Privacy Act. For questions regarding the collection of personal information, please contact the Clerk 4, Parks, Recreation and Cultural Services, #2301 3713 Kensington Avenue, Burnaby, BC V5B 0A7, Tel: 604-294-7450
- 16. Counterparts: This Agreement may be executed and delivered in counterparts, including by electronic means such as pdf, each of which when so executed and delivered will be deemed to be an original and such counterparts together will constitute one and the same instrument.

The undersigned does hereby acknowledge and agree: that they have read, understood, and are hereby bound by this Agreement and the Terms and Conditions above; that they have executed this Agreement on behalf of the Licensee; and, that they are authorized to bind the Licensee to this Agreement by their signature.

Payment Schedules

Original Balance: \$3,715.80 Current Balance: \$3,715.80

DUE DATE	AMOUNT DUE	AMOUNT PAID	WITHDRAWAL ADJUSTMENT	BALANCE
Mar 22, 2024	\$3,715.80	\$0,00	\$0.00	\$3,715.80

GST/HST #R121379614

X:

Date:

PRC Administration

Mailing Address: 2301-3713 Kensington Ave, Burnaby, BC V5B 0A7

Phone Number: (604) 294-7450

Email Address: parksrecandculture@burnaby.ca

x: Dour Cille

Date:

Mar 15/2024

B.C. Christian Soccer League*

Customer Type: Community Group

Customer ID: 99150

Mailing Address: 201 E 23rd St, North Vancouver, BC

V7L3E4

Organization Phone 1 Number: (604) 809-1457 Organization Phone 2 Number: (604) 984-6422x223

Authorized Agent Name: Dave Sattler Work Phone Number: (604) 809-1457 Home Phone Number: (604) 980-2817 Email Address: daves@nsac.bc.ca

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