



Rental Contract/Permit

Contract #: 894776

User: bronsonp

Printed Date: Printed: 17 Feb 2017, 03:12 PM

Status: Firm

Diamond Braefoot Park - #3 Ball Diamond	Mon	15 May 2017	06:00 PM	15 May 2017	08:00 PM	\$25.71	\$0.00	\$1.29	\$27.00
Cedar Hill Park - #2 Fast Ball Diamond	Wed	17 May 2017	06:00 PM	17 May 2017	08:00 PM	\$25.71	\$0.00	\$1.29	\$27.00
Cedar Hill Park - #2 Fast Ball Diamond	Thu	18 May 2017	06:00 PM	18 May 2017	08:00 PM	\$25.71	\$0.00	\$1.29	\$27.00
Cedar Hill Park - #2 Fast Ball Diamond	Wed	24 May 2017	06:00 PM	24 May 2017	08:00 PM	\$25.71	\$0.00	\$1.29	\$27.00
Cedar Hill Park - #2 Fast Ball Diamond	Thu	25 May 2017	06:00 PM	25 May 2017	08:00 PM	\$25.71	\$0.00	\$1.29	\$27.00
Braefoot Park - #3 Ball Diamond	Mon	29 May 2017	06:00 PM	29 May 2017	08:00 PM	\$25.71	\$0.00	\$1.29	\$27.00
Cedar Hill Park - #2 Fast Ball Diamond	Wed	31 May 2017	06:00 PM	31 May 2017	08:00 PM	\$25.71	\$0.00	\$1.29	\$27.00
Cedar Hill Park - #2 Fast Ball Diamond	Thu	01 Jun 2017	06:00 PM	01 Jun 2017	08:00 PM	\$25.71	\$0.00	\$1.29	\$27.00
Braefoot Park - #3 Ball Diamond	Mon	05 Jun 2017	06:00 PM	05 Jun 2017	08:00 PM	\$25.71	\$0.00	\$1.29	\$27.00
Cedar Hill Park - #2 Fast Ball Diamond	Wed	07 Jun 2017	06:00 PM	07 Jun 2017	08:00 PM	\$25.71	\$0.00	\$1.29	\$27.00
Cedar Hill Park - #2 Fast Ball Diamond	Thu	08 Jun 2017	06:00 PM	08 Jun 2017	08:00 PM	\$25.71	\$0.00	\$1.29	\$27.00
Braefoot Park - #3 Ball Diamond	Mon	12 Jun 2017	06:00 PM	12 Jun 2017	08:00 PM	\$25.71	\$0.00	\$1.29	\$27.00
Cedar Hill Park - #2 Fast Ball Diamond	Wed	14 Jun 2017	06:00 PM	14 Jun 2017	08:00 PM	\$25.71	\$0.00	\$1.29	\$27.00
Cedar Hill Park - #2 Fast Ball Diamond	Thu	15 Jun 2017	06:00 PM	15 Jun 2017	08:00 PM	\$25.71	\$0.00	\$1.29	\$27.00
Braefoot Park - #3 Ball Diamond	Mon	19 Jun 2017	06:00 PM	19 Jun 2017	08:00 PM	\$25.71	\$0.00	\$1.29	\$27.00
Cedar Hill Park - #2 Fast Ball Diamond	Wed	21 Jun 2017	06:00 PM	21 Jun 2017	08:00 PM	\$25.71	\$0.00	\$1.29	\$27.00
Cedar Hill Park - #2 Fast Ball Diamond	Thu	22 Jun 2017	06:00 PM	22 Jun 2017	08:00 PM	\$25.71	\$0.00	\$1.29	\$27.00
Braefoot Park - #3 Ball Diamond	Mon	26 Jun 2017	06:00 PM	26 Jun 2017	08:00 PM	\$25.71	\$0.00	\$1.29	\$27.00
Cedar Hill Park - #2 Fast Ball Diamond	Wed	28 Jun 2017	06:00 PM	28 Jun 2017	08:00 PM	\$25.71	\$0.00	\$1.29	\$27.00
Cedar Hill Park - #2 Fast Ball Diamond	Thu	29 Jun 2017	06:00 PM	29 Jun 2017	08:00 PM	\$25.71	\$0.00	\$1.29	\$27.00
Braefoot Park - #3 Ball Diamond	Mon	03 Jul 2017	06:00 PM	03 Jul 2017	08:00 PM	\$25.71	\$0.00	\$1.29	\$27.00
Cedar Hill Park - #2 Fast Ball Diamond	Wed	05 Jul 2017	06:00 PM	05 Jul 2017	08:00 PM	\$25.71	\$0.00	\$1.29	\$27.00
Cedar Hill Park - #2 Fast Ball Diamond	Thu	06 Jul 2017	06:00 PM	06 Jul 2017	08:00 PM	\$25.71	\$0.00	\$1.29	\$27.00
Braefoot Park - #3 Ball Diamond	Mon	10 Jul 2017	06:00 PM	10 Jul 2017	08:00 PM	\$25.71	\$0.00	\$1.29	\$27.00
Cedar Hill Park - #2 Fast Ball Diamond	Wed	12 Jul 2017	06:00 PM	12 Jul 2017	08:00 PM	\$25.71	\$0.00	\$1.29	\$27.00
Cedar Hill Park - #2 Fast Ball Diamond	Thu	13 Jul 2017	06:00 PM	13 Jul 2017	08:00 PM	\$25.71	\$0.00	\$1.29	\$27.00
Braefoot Park - #3 Ball Diamond	Mon	17 Jul 2017	06:00 PM	17 Jul 2017	08:00 PM	\$25.71	\$0.00	\$1.29	\$27.00
Cedar Hill Park - #2 Fast Ball Diamond	Wed	19 Jul 2017	06:00 PM	19 Jul 2017	08:00 PM	\$25.71	\$0.00	\$1.29	\$27.00
Cedar Hill Park - #2 Fast Ball Diamond	Thu	20 Jul 2017	06:00 PM	20 Jul 2017	08:00 PM	\$25.71	\$0.00	\$1.29	\$27.00
Braefoot Park - #3 Ball Diamond	Mon	24 Jul 2017	06:00 PM	24 Jul 2017	08:00 PM	\$25.71	\$0.00	\$1.29	\$27.00
Cedar Hill Park - #2 Fast Ball Diamond	Wed	26 Jul 2017	06:00 PM	26 Jul 2017	08:00 PM	\$25.71	\$0.00	\$1.29	\$27.00
Cedar Hill Park - #2 Fast Ball Diamond	Thu	27 Jul 2017	06:00 PM	27 Jul 2017	08:00 PM	\$25.71	\$0.00	\$1.29	\$27.00
Braefoot Park - #3 Ball Diamond	Mon	31 Jul 2017	06:00 PM	31 Jul 2017	08:00 PM	\$25.71	\$0.00	\$1.29	\$27.00
Cedar Hill Park - #2 Fast Ball Diamond	Wed	02 Aug 2017	06:00 PM	02 Aug 2017	08:00 PM	\$25.71	\$0.00	\$1.29	\$27.00
Cedar Hill Park - #2 Fast Ball Diamond	Thu	03 Aug 2017	06:00 PM	03 Aug 2017	08:00 PM	\$25.71	\$0.00	\$1.29	\$27.00

iv) Additional Fees

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v) Payment Method

Rental Fees	Extra Fees	Tax	Rental Total	Damage Deposit	Total Applied	Balance	Current
\$1,182.66	\$0.00	\$59.34	\$1,242.00	\$0.00	\$1,242.00	\$0.00	\$0.00

Balance of rental due and payable immediately.

vi) Additional Notes

Payment Type	Reference	Amount	Date	Receipt Number
MasterCard	Rental	\$1,242.00	17 Feb 2017	4730118

vii) Other Information

**FACILITY RENTAL AGREEMENT - TERMS AND CONDITIONS**

Reg. G.S.T 12193 7486 RT0001

**A. INDEMNITY AGREEMENT**

THE LICENSEE SHALL INDEMNIFY AND SAVE HARMLESS THE DISTRICT OF SAANICH, AND ITS OFFICIALS, OFFICERS, EMPLOYEES AND AGENTS FROM ANY CLAIM, LAWSUIT, LIABILITY, DEBT, DEMAND, LOSS OR JUDGMENT (INCLUDING COSTS, DEFENCE EXPENSE AND INTEREST) WHATSOEVER AND HOWSOEVER ARISING EITHER DIRECTLY OR INDIRECTLY AS A RESULT OF THE GRANTING OF THE PERMIT OR THE USE OF SAANICH PROPERTY OR FACILITIES.

**B. INSURANCE**

THE LICENSEE SHALL PROVIDE PROOF OF COMPREHENSIVE OR COMMERCIAL GENERAL LIABILITY INSURANCE COVERAGE IN THE MINIMUM AMOUNT OF \$2,000,000, INCLUSIVE PER OCCURRENCE, FOR BODILY INJURY AND PROPERTY DAMAGE, UNDER WHICH THE DISTRICT OF SAANICH IS ADDITIONAL INSURED.

The Licensee shall deliver an executed copy of the Saanich's Certificate of Insurance a minimum of 10 days prior to the granting of this Permit. If the Licensee can not provide proof of satisfactory insurance, they will be required to purchase the minimum required coverage through Saanich.

*NOTE: The foregoing satisfies the Corporation's minimum insurance requirements. The Corporation does not warrant that this insurance is adequate for the renter's needs. The renter acknowledges sole responsibility for obtaining whatever coverage the renter deems necessary.*

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

1. The rental is confirmed when payment of a 25% deposit on basic rental fees is received by the Corporation of the District of Saanich. Total rental fees and the damage deposit, when required, shall be paid to the Corporation a minimum of 7 working days prior to the first day of the event. A cancellation fee may apply when a rental is cancelled. Regular renters who rent for 10 or more rental dates per year do not require a 25% deposit. Overdue accounts may be charged interest of 1% per month.
2. The Corporation may use the damage deposit as required to repair any damage caused to the premises or to clean the premises left in a condition which contravenes this agreement, during the Licensee's period of occupation. The Corporation shall return any unused portion of the damage deposit to the Licensee within 15 working days of the final date of the Licensee's occupation. The Licensee agrees to pay the Corporation the total cost of any damage or loss to the buildings, grounds, furnishings or equipment resulting from the use of the facility named in the Agreement by the Licensee. In the case of major damage, the account will not be settled until final costs are determined. This may exceed the 15 day period.
3. The Licensee agrees to comply with the following rules and regulations governing the use of the facility and any other special regulations as stipulated by the Director of Parks and Recreation Department.
4. The Licensee shall comply at its own expense with all laws, ordinances, regulations, requirements and recommendations of any and all Federal, Provincial, Municipal and other authorities, and shall obtain and pay for all necessary permits and licenses, i.e. business licenses, Foodsafe, Serving It Right.
5. The agreement must be signed by a responsible adult (19 years or over) having authority over the group and such adult or identified designate shall remain with the group at all times while on the premises and be responsible for all group actions. All individuals shall conduct themselves in an orderly manner.
  - a. The Licensee may only use those facilities and equipment named in the agreement.
  - b. Permits are required for all events that require any additional power sources.

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- c. No nails, tacks, screws, tape or similar articles shall be driven or placed in any part of the premises of the Corporation without prior approval.
- d. No confetti, glitter, sparklers or open flame candles are to be used in buildings or on grounds.
- e. The Licensee is responsible for removing special decorations and taking away any special items of equipment immediately following the event. If the Licensee does not comply with removal of decorations and equipment, additional clean-up and storage charges may be levied. The Corporation is not responsible for any loss of or damage to items remaining on the premises beyond the occupation time.
- 6. In the event that any Corporation building or any part hereof shall be destroyed or damaged by fire or any other cause, or if any other casualty, strike or unforeseen occurrence shall render the fulfilment of this agreement by the Corporation impossible, then the Agreement shall be terminated and the Licensee shall pay such amounts that may be payable as aforesaid for the use of the premises only up to the time of such termination, and the Licensee hereby waives any claim for damages or compensation should this Agreement be so terminated.
- 7. The Licensee may not assign any of the rights granted him/her by this agreement to any other person nor subject or grant sub-licenses in respect of the facility or part thereof.
- 8. The Licensee shall comply with all Local Health Authority requirements when the Licensee plans to offer food services to the general public during the Licensee's occupation of the premises. A copy of all appropriate food service permits or approvals from the Local Health Authority must be provided to the Corporation 10 days prior to the facility rental date .

**C. CRD Clean Air Bylaw No. 3962 Enforcement Begins April 1, 2015**

Smoking is now prohibited in parks, playgrounds, public squares and within 7 metres from any bus stop, window, door or air intake. In Saanich, this includes the cedar hill golf course, chip trail and recreation facilities as these are within areas zoned as parks.

Learn More Link = [www.viha.ca/cleanair](http://www.viha.ca/cleanair)

**D. GARBAGE AND RECYCLING**

Please place all garbage in garbage cans. Do not pile the garbage on the outside of cans. Please remove any extra garbage from the park. Recyclable or compostable materials should be taken with you and not placed in garbage cans.

**Personal Information Declaration**

This collection of personal information is authorized under the Local Government Act , Community Charter and section 26(c) of the Freedom of Information and Protection of Privacy Act. The information will be used for the purpose of processing this registration/pass/access card or rental. Questions can be directed to the District's Privacy Officer at: 770 Vernon Avenue, Victoria BC, V8W 2W7, T. 250 475 1775, E. [foi@saanich.ca](mailto:foi@saanich.ca).

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

X: \_\_\_\_\_

Victoria All Fun Mixed Slo-Pitch

**Janet Fraser**  
**10660 Blue Heron Road**

Victoria BC V8L 5S6

X: \_\_\_\_\_

Name: \_\_\_\_\_

Home #: \_\_\_\_\_  
Fax #: \_\_\_\_\_ Phone #: 216-3871

Title: \_\_\_\_\_

Date: \_\_\_\_\_