

# Special Event Application Form



Date of Application: \_\_\_\_\_

Contract # \_\_\_\_\_

**Application must be approved at least 30 days prior to the event.**

The purpose of this application is to provide the necessary information to the City of Vernon and other community authorities to ensure that events held in the City of Vernon will be safe and successful. The contract also provides key information for the event organizer on additional services available in the community and the processes for obtaining special approvals that may be necessary for their event. The City of Vernon must approve a Special Event Application in order for an event to proceed and it is the responsibility of the Special Event Permit applicant to: confirm to all applicable laws and regulations; adhere to all requirements as per the approved Special Event Permit; coordinate rental, set-up and take down of all event equipment, including but not limited to fences and toilets; pay all applicable fees associated with park rental and additional services.

## Organization Information:

Name of Organization:
Event contact person and title:
Mailing address: (City and Postal Code)
Email address:
Contact phone numbers:

**Type of Event:**    Fundraiser    Community Event    Commercial Event    Non-Profit Event    Other \_\_\_\_\_

## Event Information:

Name of event:	
Event location:	
Brief description of event (size, purpose theme, race, walk, etc.)	
Number of participants: _____   Number of spectators _____ = expected number of people in attendance	
Proposed date:	Number of years this event has taken place:
On site set-up time: _____	Event starts at _____
Event ends _____	On site down finished at: _____

## Event Site: Detailed site plan required.

Have you included?   Yes    No

Yes	No		Yes	No	
<input type="checkbox"/>	<input type="checkbox"/>	Key for gate, electrical, water?	<input type="checkbox"/>	<input type="checkbox"/>	Will you require power? Operating Electrical Entertainment Permit may be required if more than 5 KW of power are required.
<input type="checkbox"/>	<input type="checkbox"/>	Access to washrooms?	<input type="checkbox"/>	<input type="checkbox"/>	Additional port potties required? (at your expense)
<input type="checkbox"/>	<input type="checkbox"/>	Require access to water?	<input type="checkbox"/>	<input type="checkbox"/>	Do you have any overnight structures/displays that require sprinklers to be turned off?
<input type="checkbox"/>	<input type="checkbox"/>	Will you be providing a dumpster on site? (at your expense)	<input type="checkbox"/>	<input type="checkbox"/>	Extra garbage / recycling cans (garbage / recycling must be removed from site or charges will apply)

## Structures on Site:

Yes		No	Yes		No
<input type="checkbox"/>	<input type="checkbox"/>	Vehicles on site for display purposes. Please describe:	<input type="checkbox"/>	<input type="checkbox"/>	Vehicles required for set up and take down. Please describe:
<input type="checkbox"/>	<input type="checkbox"/>	Fencing	<input type="checkbox"/>	<input type="checkbox"/>	Staging
<input type="checkbox"/>	<input type="checkbox"/>	Tents, indicate on site plan location and details of how they are secured. No staking into ground. # of tents:			

## Activities at Your Event:

Yes		No	Yes		No
<input type="checkbox"/>	<input type="checkbox"/>	Animals on site? Type: Please contact Interior Health for requirements.	<input type="checkbox"/>	<input type="checkbox"/>	Display or retail sale booths (City of Vernon business license required)
<input type="checkbox"/>	<input type="checkbox"/>	Mechanical rides. More information may be required.	<input type="checkbox"/>	<input type="checkbox"/>	Fireworks (must obtain a Fireworks permit from Vernon Fire Dept. a min. 30 days prior to event)
<input type="checkbox"/>	<input type="checkbox"/>	Dog Events (if approved, dogs are restricted to event area only, unless held in a dog park)	<input type="checkbox"/>	<input type="checkbox"/>	Performance involving fire (may require Vernon Fire Department approval)
<input type="checkbox"/>	<input type="checkbox"/>	Water based events or demonstration	<input type="checkbox"/>	<input type="checkbox"/>	Entry fee for event
<input type="checkbox"/>	<input type="checkbox"/>	Trampoline	<input type="checkbox"/>	<input type="checkbox"/>	Music Entertainment. Amplified sound in the park requires authorization from the City of Vernon.
<input type="checkbox"/>	<input type="checkbox"/>	Inflatable structure/slide/play features. More information may be required.	Parking: How many cars do you estimate will be at the event at any one time?		
<b>Other:</b> Please describe					

## Security/Fire/Ambulance:

Site plan must define access routes for emergency vehicles. All events must complete this section. Organizer will be required to pay additional costs for policing if deemed necessary.

Yes No

<input type="checkbox"/>	<input type="checkbox"/>	Will there be security personnel on site? If yes, <input type="checkbox"/> paid professional – name of company: _____ <input type="checkbox"/> volunteer – name of organization: _____ Main contact name & phone number: _____
<input type="checkbox"/>	<input type="checkbox"/>	Overnight security personnel on site? _____
<input type="checkbox"/>	<input type="checkbox"/>	First Aid on site If Yes : <input type="checkbox"/> BC Ambulance <input type="checkbox"/> St. John's Ambulance <input type="checkbox"/> Other: _____ Main contact name and phone number _____

## Alcohol: Not applicable, no alcohol \_\_\_\_\_

Event security plan, Special Occasion License, City of Vernon and RCMP approval is required. General guidelines for licensed areas for alcohol consumption in city parks and sports fields must be enforced.

Yes No

<input type="checkbox"/>	<input type="checkbox"/>	Do you plan to have alcohol at your event? City approval required if an SOL is in effect. If yes, provide hours of operation on each day of event.
<input type="checkbox"/>	<input type="checkbox"/>	Do you plan to have the entire site licensed or do you plan to operate a separate licensed area with your event site?
		What will be served: <input type="checkbox"/> Beer <input type="checkbox"/> Wine <input type="checkbox"/> Other:

**Food Services:** Not applicable, no food \_\_\_\_\_

Interior Health Authority approval is required. Organizer is responsible to ensure that all food service vendors on site have valid permits to operate. Please note: If a vendor is from a local restaurant they would still require a Temporary Food Service Permit as they are operating off site from their permitted restaurant.

**Temporary food service applications** can be sent to [HP.Admin.vernon@interiorhealth.ca](mailto:HP.Admin.vernon@interiorhealth.ca). The temporary food service permit will be sent to the vendor who can provide a copy to the event organizer.

Yes No

<input type="checkbox"/>	<input type="checkbox"/>	Do you plan to have food service at your event?
--------------------------	--------------------------	-------------------------------------------------

- Applications for Temporary Food Service can be found on the Interior Health website at <https://www.interiorhealth.ca/YourEnvironment/FoodSafety/Pages/Permits.aspx>
- There is no fee for a temporary food permit.
- Mobile vendors are required to have an approval letter or a Permit to Operate and can provide a copy to the event organizer.
- Mobile food vendors must have a valid inspection decal from Vernon Fire Rescue Services displayed in a visible location. To obtain a fire inspection, vendors must submit a mobile vendor inspection request at <https://www.vernon.ca/mobile-vendor-inspection-request> . **This must be done 30 days prior to event.**

**Business License for Special Event:** Not applicable, no vendors \_\_\_\_\_

The event organizer and each respective vendor must have the required business licensing and vending permits for City of Vernon. Non-profit organizations registered under the Society Act are exempt from requiring a business license. More information can be found on the City of Vernon website at [www.vernon.ca](http://www.vernon.ca) or contacting the business licensing department.

**Roadways and Traffic Control:** Not applicable, not on roads \_\_\_\_\_

Road Closure(s) required: <input type="checkbox"/> Yes <input type="checkbox"/> No
Application for road closures, parades, transit delay, etc. is found at: <a href="http://www.vernon.ca/sites/default/files/docs/building-planning/permits-applications/road%20right%20of%20way%20application-web.pdf">www.vernon.ca/sites/default/files/docs/building-planning/permits-applications/road right of way application-web.pdf</a>

**Insurance Requirements:** as outlined in section 5 of the **Recreation Facility Use Permit**

The event organizer must provide proof of \$2 million liability insurance listing the City of Vernon, District of Coldstream and Regional District of North Okanagan as additional insured. The City of Vernon reserves the right to require \$5 million liability insurance if it is deemed appropriate. It is the responsibility of the event organizer to ensure that all vendors carry appropriate insurance.

**Submit application:**

Mail or drop: Vernon Recreation Services, 3310 37<sup>th</sup> Avenue, Vernon, B.C. V1T 2Y5

Fax: 250-550-3705 Email: [bookings@vernon.ca](mailto:bookings@vernon.ca)

Applicant's Signature \_\_\_\_\_ Title of person signing \_\_\_\_\_ Date: \_\_\_\_\_

**Applicant must have witnessed signature**

Name of person signing as witness to the above signature \_\_\_\_\_

Title of person signing as witness to the above signature \_\_\_\_\_

**For Office Use Only:** Comments/Recommendations received from:

	Public Works	kkryszak@vernon.ca		Interior Health	HP.Admin.vernon@interiorhealth.ca
	Fire and Rescue Depart.	shemstad@vernon.ca		RCMP	les.hobenshield@rcmp-grc.gc.ca
	Transportation Depart.	dwright@vernon.ca		Vernon Tourism	tsilverthorn@vernon.ca
	Building & Licensing	buildingcounter@vernon.ca		Protective Services	dlees@vernon.ca

Date contract Issued: \_\_\_\_\_ Contract number: \_\_\_\_\_ Date contract denied: \_\_\_\_\_ Rev: 20210608

Between: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(herein called the "User")

And: **City of Vernon Recreation Services**  
3310 37th Avenue,  
Vernon, BC V1T 2Y5  
(Herein called the "Operator")

**TERMS & CONDITIONS**

**1.0 Definitions and Interpretation**

- 1.1 In this Agreement the following expressions shall have the following meanings:  
  - "Facilities" means the facilities, parks, sports fields, and equipment described in Schedule "A";
  - "Liquor Act" means the *Liquor Control and Licensing Act* RSBC 1996 ch 267 as amended;
  - "Operator" means the City of Vernon, which handles the Facilities bookings for the Region;
  - "Region" means the local government authorities which own the Facilities, namely, the Regional District of North Okanagan, the District of Coldstream and the City of Vernon;
  - "Representative" means the person signing this Use Permit on behalf of the User as its authorized signatory.
- 1.2 The Representative warrants and represents to the Operator that the Representative is a duly authorized signatory for the User with full authority to sign this Agreement on behalf of the User and to bind the User to the terms. To the extent that the said warranty and representation may prove to be false, whether innocently or otherwise, the Representative (and each of them jointly and severally where more than one of them) shall be personally liable for the covenants and obligations of the User.

**2.0 Fees and Deposit**

- 2.1 The Use Permit granted to the User to use the Facilities is for the term shown on Schedule "A".
- 2.2 The User must pay the Operator the fees in the amount and at the time shown on Schedule "A".
- 2.3 The User must pay a booking deposit to the Operator upon signing this Use Permit in the amount shown on Schedule "A" (the "Booking Deposit"). If the User cancels this Use Permit, the Operator may retain all or part of the booking Deposit at its discretion. If the Operator cancels this Use Permit prior to the commencement of the use of the Facilities by the User, the Operator will return the Deposit to the User. Otherwise, the Deposit shall be applied in part payment of fees payable by the User.
- 2.4 If the User cancels this Use Permit, the User will wherever reasonably possible, give reasonable notice of cancellation to the Operator.
- 2.5 The Operator is entitled to cancel this Use Permit at any time at its discretion. Wherever reasonably possible, the Operator will give reasonable notice of cancellation to the User. Whether or not reasonable notice of cancellation is given by the Operator, the Operator shall not be liable to the User for cancellation of this Use Permit whether for payment of damages or other compensation or otherwise and the Operator's liability shall be strictly limited to return of the Deposit to the User.
- 2.6 Prior to the issuance of this Use Permit to the User, the User shall, at the request of the Operator, pay to the Operator a damage deposit in the amount shown on Schedule "A" (the "Damage Deposit"). The Operator has the right to apply the Damage Deposit in whole or in part to payment for costs and expenses incurred by the Region to repair or replace damaged Facilities and/or overtime charges for which the User is responsible. In the absence of any such costs or expenses, the Damage Deposit will be returned to the User on the expiration of the term of this Use Permit or earlier termination.

**3.0 User's General Obligations**

- 3.1 The User shall:
  - a. Ensure that the Facilities are used only for those purposes described in Schedule "A";
  - b. Ensure that all persons using the Facilities with the authority or consent of the User comply with all Rules and Regulations governing the use of the Facilities published by the Region from time to time;
  - c. Ensure compliance by the User or persons using the Facilities with the authority or consent of the User with all applicable statutes, bylaws and regulations regulating the use of the Facilities including, without limitation, fire regulations;
  - d. Leave the Facilities in a neat, clean and tidy condition following each occasion of use by the User or persons using the facilities with the authority or consent of the User (express or implied) including the removal of all garbage and refuse from the Facilities and placing the same in receptacles designated for garbage and refuse in or about the Facilities or removal of such garbage or refuse from the Facilities altogether for lawful disposal by the User.
  - e. Ensure that the Facilities are left in at least as good a condition as that in which they were found at the commencement of the use of the Facilities by the User;
  - f. Report all damage to the Facilities to the Operator's representative promptly after such damage has occurred;
  - g. Be responsible for all damage to the Facilities occurring during the use by the User. The User agrees to promptly reimburse the Operator for all costs and expenses incurred in repairing or replacing such damaged facilities, such reimbursement to be made within fourteen (14) days after receipt by the User of the Operator's bill for such costs and expenses;
  - h. Ensure that all tents are properly secured.
- 3.2 The User shall not;
  - a. Assign this Use Permit, in whole or in part, to any other group, organization, corporation or society;
  - b. Permit any act or thing in or about the Facilities which would constitute a private or public nuisance or which would unreasonably interfere with the use and enjoyment by other users, owners or occupants of other facilities or lands in the vicinity of the Facilities.

**4.0 Liquor Provisions**

- 4.1 The User shall not permit any liquor, beer or alcoholic beverages of any kind to be brought on or into the Facilities or dispensed or consumed on or in the Facilities without first;
  - a. Obtaining the written consent of the Operator;
  - b. Obtaining a valid permit for such use under the provisions of the Liquor Act; and
  - c. Delivering a copy of a validly issued permit under the Liquor Act to the Operator's representative, together with written proof that compliance with the insurance provisions of this Use Permit by the User includes extended coverage to include "Host Liquor Liability" coverage.
- 4.2 If liquor, beer or other alcoholic beverages are brought onto or into the Facilities or dispensed or consumed on or in the Facilities, the User shall be responsible to ensure compliance with all applicable provisions of the Liquor Act.

**5.0 Insurance Requirements**

- 5.1 Prior to issuance of the Use Permit, the User shall obtain and maintain, at its own expense, prepaid comprehensive general liability including, without limitations, coverage for the indemnity provided by the User. Such comprehensive general liability insurance shall include the following:
  - a. The terms of such insurance shall be satisfactory to the Region, which shall be included as additional insureds. For clarity, the additional insureds shall be named as: the Regional District of North Okanagan, the District of Coldstream and the City of Vernon;
  - b. Each required policy of insurance shall be written on a comprehensive basis with inclusive limits of not less than \$2,000,000 per occurrence, including \$2,000,000 for bodily injury and/or death to any one or more persons including voluntary medical payments and property damage, provided that the Region may require higher policy limits from time to time;
  - c. Each policy shall contain a clause providing that the insurer will give to the Operator not less than thirty (30) days prior written notice in the event of cancellation of or material change to the provisions of any such policy of insurance.
- 5.2 Prior to issuance of the Use Permit, the User shall deliver to the Operator's representative written evidence of compliance by the User with the insurance requirements of this section 5.0 in the form of an executed copy of a certificate of Insurance satisfactory to the Operator.
- 5.3 It shall be the responsibility of the User to investigate and determine what, if any, additional insurance coverage is advisable for the User.
- 5.4 Should the user require insurance coverage, the user may purchase, at its sole expense, coverage through SBC Insurance. The purchase of coverage through SBC can be facilitated by the Region.

**6.0 Indemnity**

- 6.1 The User agrees that the User will indemnify and save harmless the Region and their respective officers, employees, servants, agents, successors and assigns from and against any and all claims whatsoever including all damage, liability, expenses, costs, including legal or other fees incurred in respect of any such claim, or any cause or proceeding arising directly or indirectly from or in connection with the granting of this Use Permit and the use of the Facilities. The User will be under no obligation to indemnify and save harmless the Region against or in respect of any damages or judgement rendered against the Region resulting from or arising out of any negligence or fault on the part of the Region in connection with the maintenance or condition of the Facilities to the extent that such damage, loss, or injury was caused or occasioned by the sole negligence of the Region.
- 6.2 This indemnity shall survive the expiration of the term of this Use Permit.

**I have read Section 6.0 Indemnity and understand that by signing this agreement that I/we are giving up certain legal rights, including the right to sue the Region.**

*initials:* \_\_\_\_\_

**7.0 Notice**

- 7.1 Any notice required or permitted to be given by the Operator to the User may be delivered to the Representative or any Officer or Director of a corporate User or may be mailed by ordinary mail from a post office in Vernon, British Columbia addressed to the User at the address given on this Use Permit.
- 7.2 Any notice required or permitted to be given by the User to the Operator shall be given in writing and shall be delivered to the Manager c/o the Recreation Services office at 3310 – 37th Avenue, Vernon, British Columbia, V1T 2Y5.

**8.0 General Security and Supervision**

- 8.1 The User shall, at its own expense, provide adequate security personnel to be in attendance at all times during the use of the Facilities by the User to ensure compliance by the User of its obligations under this Use Permit.
- 8.2 The Operator reserves the right to specify the number and type of security personnel required to be provided by the User under the provisions of this section 8.0 and all such security personnel specified by the Operator shall be provided by the User at the User's sole expense.
- 8.3 Where the number and type of security personnel required to be provided by the User is not specified by the Operator, the User shall, in any event, provide competent and trustworthy adult persons to supervise all activities during the use of the Facilities by the User or persons using the Facilities with the authority or consent of the User.
- 8.4 The Operator shall also have the right to require the User to provide traffic control personnel for any parking areas used in conjunction with the Facilities, and the Operator may specify the number of persons to be provided by the User for traffic control and the duties of such persons. All such traffic control shall be provided at the sole expense of the User.

**9.0 General Provisions**

- 9.1 No persons providing any services to the User whether by way of security, supervision or traffic control or otherwise, whether employees or volunteers of the User, shall be considered employees of the Region.
- 9.2 The User acknowledges having had an opportunity through its Representative or others to inspect the Facilities, and the User acknowledges and agrees that at the commencement of the term of this Use Permit, the Facilities are undamaged, in a state of good repair and safe condition, and suitable for the purposes of the User.
- 9.3 The Representative acknowledges having carefully read this Use Permit and every Schedule attached.
- 9.4 The Representative acknowledges having received a copy of this Use Permit when executed by both the User and the Operator.

I hereby affirm I have read, understood and agree to all the Terms & Conditions above:

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by its authorized signatory:

\_\_\_\_\_  
Representative Signature

\_\_\_\_\_  
Representative Name

\_\_\_\_\_  
Position Title

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Position Title