

Applicant Information

Applicant Name: _____
Last
First
Initial

Organization Name (if applicable): _____

Event Sponsor (if applicable): _____

Applicant Address: _____
Street Address
Apartment/Unit #

City
Province
Postal Code

Phone: _____ Email: _____

Event Information

Event Date: _____ Start Time: _____ End Time: _____

Event Location:
 Millennium Park
 Centennial Park – Picnic Shelter Only
 11th Ave Walkthrough
 Burns Park
 Schikurski Park
 Spirit of Creston Square
 Dodd’s Creek Park
 Rotary Park
 Downtown Green Space
 Other (please specify): _____

Booking Type:
 Open Booking
 Closed Booking (Millennium Park Only - Requires Council Approval)

Event Description:

Booking Information & Procedures*

* Information from Parks & Public Spaces Booking Policy (SER-009-010).

1. An open booking means the booking of a park, public space or facility where the general public retains access to the booked area.
2. A closed booking means the booking of a park, public space or facility where the booked area is closed to the general public, or where an admission fee is charged to access the booked area.
3. Any person or organization intending to book a Town owned park, public space or facility must complete and sign the appropriate application form, as available at Town Hall.
4. No park, public space or facility booking will be authorized to a person under the age of 18 years.
5. No park, public space or facility booking will be authorized without a properly executed waiver of liability and indemnity form.
6. If requested by the Town, the applicant(s) and event organizer(s) will be required to provide 3rd party liability insurance of an amount not less than \$2,000,000, naming the Town of Creston as additional insured.
7. Bookings are registered on a first-come, first-serve basis. **Open booking applications must be submitted to the Town of Creston a minimum of 15 business days prior to the event.**

8. Open bookings must be approved or denied by the Chief Administrative Officer, Corporate Officer, Director of Community Services, or their designate within 10 business days of receiving a complete application form.
9. **Open booking fees will not be refunded.**
10. **Closed booking applications must be submitted to the Town of Creston a minimum of 30 business days (6 weeks) prior to the event.**
11. Closed bookings must be approved or denied by Town Council, except for established annual community events, which may be approved by Staff, as defined in Parks, Trails, and Public Places Regulations Bylaw No. 1788, 2014.
12. Closed booking fees may be refunded, less a \$25 administrative fee, when in accordance with Parks, Trails, and Public Places Regulations Bylaw No. 1788, 2014.
13. **The maximum time period a park, public space or facility may be booked shall be one day**, between the hours of 7:00 a.m. and 10:00 p.m., unless specifically permitted by Council, or as part of an established annual community event, which may be approved by Staff, as defined in Parks, Trails, and Public Places Regulations Bylaw No. 1788, 2014.
14. All Town parks are closed to bookings between 10:00 p.m. and 7:00 a.m. daily, unless specifically permitted by Council, or as part of an established annual community event, which may be approved by Staff, as defined in Parks, Trails, and Public Places Regulations Bylaw No. 1788, 2014.

Terms & Conditions*

* Information from Parks & Public Spaces Booking Policy (SER-009-010).

General Terms and Conditions

1. Pets are prohibited, unless permitted by Parks, Trails, and Public Places Regulations Bylaw No. 1788, 2014.
2. No sales or other business shall be conducted, without a Commercial Vendor Permit.
3. All newly landscaped and seeded areas are to be completely avoided in order to promote proper development.
4. Any and all solid waste shall be disposed of in litter barrels or similar facilities.
5. The park, public space or facility booked, including washrooms if applicable, shall be left in a clean and tidy condition.
6. Town staff must have access to the park, public space or facility at all times and may attend free of charge to any event held on Town owned or operated property for the purpose of auditing or reviewing compliance with Town bylaws and policies.
7. Failure to comply with these Terms and Conditions or Parks, Trails, and Public Places Regulations Bylaw No. 1788, 2014, will result in the applicant(s) and/or attendees being removed from the Park or Public Space.
8. All performers and public speakers will conduct themselves in a polite and courteous manner. Inappropriate, offensive or obscene lyrics/speech are not permitted, whether live or recorded.
9. Users shall ensure that the park, public space, facility and/or field conditions are suitable for their intended use and must report any deficiency in maintenance to the Town of Creston.
10. **Failure to completely clean up after an event will result in charges for the cost of cleaning and a 20% administrative fee.**
11. Whenever reasonably possible, the Town will avoid maintenance of a park, public space or facility during the period booked.
12. All installation and removal costs of any required municipal equipment or property related to the event, shall be the responsibility of the applicant(s).
13. **Arrangements with Town Staff regarding installation and removal of any municipal equipment or property must be made prior to the event.**
14. Permission to book Town parks, public spaces or facilities does not imply any endorsement of the aims, policies or activities of any group or individual.

Additional Terms and Conditions for Millennium Park

1. Closed bookings of Millennium Park are permitted only as specifically authorized by Council, except established annual community events, which may be approved by Town Staff.
2. No open or closed booking of Millennium Park is permitted on the following days, unless specifically authorized by Council, or as part of an established annual community event approved by Town Staff:
 - i) Victoria Day, and the Saturday and Sunday that precede Victoria Day;
 - ii) Canada Day, and the Saturday and Sunday closest to Canada Day (if Canada Day falls on a Wednesday, no booking shall be permitted on the Saturday and Sunday preceding, or the Saturday and Sunday following Canada Day);
 - iii) B.C. Day, and the Saturday and Sunday that precede B.C. Day;
 - iv) Labour Day, and the Saturday and Sunday that precede Labour Day.
3. **The applicant(s) or organization booking Millennium Park for a closed event where admission is charged to allow access for the general public, shall advertise the event in the local newspaper, or other media outlet deemed appropriate by Town Staff, for a minimum of one week prior to the event.**
4. **The maximum number of people permitted to attend a closed booking event at Millennium Park is 150, unless specifically approved by Council.**
5. The applicant(s) or sponsoring organization shall be liable for insurance coverage and security of their event.
6. Closed bookings may require an admission fee.
7. Open bookings may not charge an admission fee.

Additional Terms and Conditions for Spirit of Creston Square

1. Unless requested to offset costs to the Town, there is no booking fee for Spirit of Creston Square.
2. Any street closures related to utilization of Spirit of Creston Square must be in accordance with Traffic Regulations Bylaw No. 1546 and Street Closure Policy (SER-010-001) and be coordinated with Town Staff.

Additional Terms and Conditions for the Downtown Greenspace

1. The Downtown Greenspace may only be booked for non-profit community events.
2. No performer or other person shall charge any fee for attendance.
3. No performer or other person shall inhibit the free movement of traffic or pedestrians.
4. No performer or other person shall block the pathway for any reason.

Applicant Initials _____

Additional Terms and Conditions for the 11th Avenue South Walkthrough

1. Unless requested to offset costs to the Town, there is no booking fee for the 11th Avenue South Walkthrough.
2. The 11th Avenue South Walkthrough may only be booked for non-profit community events.
3. No performer or other person shall charge any fee for attendance.
4. No performer or other person shall inhibit the free movement of traffic or pedestrians.
5. Performers are restricted to the podium area only.

Denial and Cancellation of Bookings by the Town of Creston

The Town of Creston reserves the right to deny or cancel a booking application when it reasonably believes:

1. use by any individual or group will be for a purpose that is likely to promote, or would have the effect of promoting: discrimination, contempt or hatred for any group or person on the basis of colour, race, religion, national or ethnic origin, age, sex, sexual orientation, gender identity or expression, or mental or physical disability (as per Section 318 and 319 of the *Criminal Code of Canada*); or,
2. use by any individual or group will be for a purpose or action, that is contrary to provincial or federal law, or any Town of Creston bylaw or policy, including: violent, threatening, abusive, harassing, disruptive or intrusive language or conduct; or,
3. there is a misrepresentation, a likelihood of physical hazard to participants or audiences or a misuse of premises or equipment. Past misuse or non-payment of fees is sufficient grounds for denial of an application; or,
4. the booking is contrary to the public interest as determined by Council.

Alcohol Use

No alcohol is permitted during a booking except in cases where:

1. the booking conforms with Liquor Licence Application Policy (SER-003-015); and,
2. the applicant provides proof of General Liability Insurance in an amount not less than \$2,000,000 and a Liquor Liability Endorsement Policy in an amount not less than \$2,000,000, with the Town of Creston named as additional insured; and,
3. the applicant is in possession of a Special Event Permit issued by the British Columbia Liquor and Cannabis Regulation Branch; and,
4. the applicant or organizer has established a "Designated Driver Plan" in accordance with the Town's Liquor Licence Application Policy (SER-003-015).

Any violations of the above noted terms and conditions will result in permit revocation.

Applicant Initials _____

Acknowledgement and Signature(s)

I certify that I am 18 years of age or older and that all information submitted in this application is correct and complete. I have read this application form in its entirety, and I agree to abide by any and all posted Park regulations, the terms and conditions noted above, and all applicable Provincial and Municipal legislation, regulation, and bylaws. I acknowledge that failure to comply with the above could lead to my removal from the booked area, immediate cancellation of the event and possible monetary fines.

Applicant Signature: _____ Date: _____

Sponsor Signature: _____ Date: _____

The Town of Creston collects your information for the purposes of administering Town of Creston programs and services, including permits and licensing services, in accordance with Section 26 of the *Freedom of Information and Protection of Privacy Act (FOIPPA)*. Information collected with this form, including copies of any associated documentation submitted as part of this application, may be disclosed to the public in accordance with *FOIPPA*. If you have any questions about the collection and use of information, please contact the Town's Corporate Officer at 250-428-2214, ext. 210.

Booking Fees

Booking fees are as found in *Schedule 8 of Fees and Charges Bylaw No. 1763, 2011*, as amended from time to time.

Office Use Only

Decision: Approved Denied Fees Waived Fees Paid \$ _____

By: _____ Signature: _____ Date: _____

- | | | | |
|--|---|---|---|
| <input type="checkbox"/> Waiver Signed | <input type="checkbox"/> Fees Paid (if required) | <input type="checkbox"/> Proof of Insurance (if required) | <input type="checkbox"/> Recorded in Calendar |
| <input type="checkbox"/> Copy to Applicant | <input type="checkbox"/> Permit Filed and Indexed | | |

For Closed Bookings or Liquor Served	<input type="checkbox"/> Fax to RCMP 250.428.7314	<input type="checkbox"/> Fax to CFR 250.402.6595	<input type="checkbox"/> Email to Ambulance
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Waiver of Liability

Applicant Name: _____
Last First Initial

Organization Name
(if applicable): _____

Event Sponsor
(if applicable): _____

Applicant Address: _____
Street Address Apartment/Unit #

City Province Postal Code

Park Booking Activity: _____

Start Date: _____ End Date: _____

In consideration of the Town of Creston agreeing to permit the Applicant to use the above referenced location, the undersigned does hereby release the Town of Creston from any and all liability whatsoever and does hereby agree to indemnify and save harmless the Town of Creston.

The Applicant does hereby agree to use the location only for the purposes of the said use or event and strictly in accordance with any and all regulations, municipal, provincial or federal, applicable to holding the said use or event in the above referenced location.

DATED at the Town of Creston this _____ day of _____, 20____.

The Applicant, by its proper officers authorized to sign
on its behalf:

Authorized Signatory

(C/S)

Authorized Signatory