

City of Kamloops Facility Use Permit



Parks, Recreation and Cultural Services

Tournament Capital Centre, 910 McGill Road, Kamloops BC, V2C 6N6

Arena Inquiries

Aquatic & Pool Inquiries

Kamloops Museum and Archives

Parks and Fields Inquiries

PRC Account Inquiries

TCC & Community Halls Inquiries

arenas@kamloops.ca

poolbookings@kamloops.ca

museum@kamloops.ca

parks@kamloops.ca

prcaccount@kamloops.ca

facilities@kamloops.ca

Permit

Title 2023 Beyond Brass

Date: 07 May 2022

Contract # FA-5323

Prepared by: Lisa Hodgkiss

Status: Tentative

Client Information

Name: Ken McCelland

Phone #: 250-371-1499

Address: 3581 Navatane Dr., Kamloops, British Columbia, V2H 1S1

Account: Beyond Brass

Email: kpmac@shaw.ca

Conditions of Use

Property damage must be reported within 24 hours to 250-828-3600.

Equipment off limits - laptop/sound cart, cupboard supplies including music and anything else including personal items, teacher supplies, instruments used for teaching, all auxiliary percussion in the cupboards, and all percussion equipment (unless given approval from Michelle McRae, who is the SKSS band instructor. mmcrae@exc.sd73.bc.ca

Facility Rental Summary

Location	Facility	Day	Time	Start Date	End Date	Fees	Extra Fees	Discount	Tax	Total
South Kamloops Sec. School	SKSS Music Room	Tuesday	07:00 PM - 10:00 PM	03 Jan 2023	03 Jan 2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
South Kamloops Sec. School	SKSS Music Room	Tuesday	07:00 PM - 10:00 PM	17 Jan 2023	17 Jan 2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
South Kamloops Sec. School	SKSS Music Room	Tuesday	07:00 PM - 10:00 PM	24 Jan 2023	24 Jan 2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
South Kamloops Sec. School	SKSS Music Room	Tuesday	07:00 PM - 10:00 PM	31 Jan 2023	31 Jan 2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
South Kamloops Sec. School	SKSS Music Room	Tuesday	07:00 PM - 10:00 PM	07 Feb 2023	07 Feb 2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
South Kamloops Sec. School	SKSS Music Room	Tuesday	07:00 PM - 10:00 PM	14 Feb 2023	14 Feb 2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
South Kamloops Sec. School	SKSS Music Room	Tuesday	07:00 PM - 10:00 PM	21 Feb 2023	21 Feb 2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
South Kamloops Sec. School	SKSS Music Room	Tuesday	07:00 PM - 10:00 PM	28 Feb 2023	28 Feb 2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
South Kamloops Sec. School	SKSS Music Room	Tuesday	07:00 PM - 10:00 PM	14 Mar 2023	14 Mar 2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
South Kamloops Sec. School	SKSS Music Room	Tuesday	07:00 PM - 10:00 PM	21 Mar 2023	21 Mar 2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
South Kamloops Sec. School	SKSS Music Room	Tuesday	07:00 PM - 10:00 PM	28 Mar 2023	28 Mar 2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
South Kamloops Sec. School	SKSS Music Room	Tuesday	07:00 PM - 10:00 PM	04 Apr 2023	04 Apr 2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
South Kamloops Sec. School	SKSS Music Room	Tuesday	07:00 PM - 10:00 PM	11 Apr 2023	11 Apr 2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

South Kamloops Sec. School	SKSS Music Room	Tuesday	07:00 PM - 10:00 PM	18 Apr 2023	18 Apr 2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
South Kamloops Sec. School	SKSS Music Room	Tuesday	07:00 PM - 10:00 PM	25 Apr 2023	25 Apr 2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
South Kamloops Sec. School	SKSS Music Room	Tuesday	07:00 PM - 10:00 PM	02 May 2023	02 May 2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
South Kamloops Sec. School	SKSS Music Room	Tuesday	07:00 PM - 10:00 PM	09 May 2023	09 May 2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
South Kamloops Sec. School	SKSS Music Room	Tuesday	07:00 PM - 10:00 PM	16 May 2023	16 May 2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
South Kamloops Sec. School	SKSS Music Room	Tuesday	07:00 PM - 10:00 PM	23 May 2023	23 May 2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
South Kamloops Sec. School	SKSS Music Room	Tuesday	07:00 PM - 10:00 PM	30 May 2023	30 May 2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
South Kamloops Sec. School	SKSS Music Room	Tuesday	07:00 PM - 10:00 PM	20 Jun 2023	20 Jun 2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
South Kamloops Sec. School	SKSS Music Room	Tuesday	07:00 PM - 10:00 PM	05 Sep 2023	05 Sep 2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
South Kamloops Sec. School	SKSS Music Room	Tuesday	07:00 PM - 10:00 PM	12 Sep 2023	12 Sep 2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
South Kamloops Sec. School	SKSS Music Room	Tuesday	07:00 PM - 10:00 PM	19 Sep 2023	19 Sep 2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
South Kamloops Sec. School	SKSS Music Room	Tuesday	07:00 PM - 10:00 PM	26 Sep 2023	26 Sep 2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
South Kamloops Sec. School	SKSS Music Room	Tuesday	07:00 PM - 10:00 PM	03 Oct 2023	03 Oct 2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
South Kamloops Sec. School	SKSS Music Room	Tuesday	07:00 PM - 10:00 PM	10 Oct 2023	10 Oct 2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
South Kamloops Sec. School	SKSS Music Room	Tuesday	07:00 PM - 10:00 PM	17 Oct 2023	17 Oct 2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
South Kamloops Sec. School	SKSS Music Room	Tuesday	07:00 PM - 10:00 PM	24 Oct 2023	24 Oct 2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
South Kamloops Sec. School	SKSS Music Room	Tuesday	07:00 PM - 10:00 PM	31 Oct 2023	31 Oct 2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
South Kamloops Sec. School	SKSS Music Room	Tuesday	07:00 PM - 10:00 PM	07 Nov 2023	07 Nov 2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
South Kamloops Sec. School	SKSS Music Room	Tuesday	07:00 PM - 10:00 PM	14 Nov 2023	14 Nov 2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
South Kamloops Sec. School	SKSS Music Room	Tuesday	07:00 PM - 10:00 PM	21 Nov 2023	21 Nov 2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
South Kamloops Sec. School	SKSS Music Room	Tuesday	07:00 PM - 10:00 PM	28 Nov 2023	28 Nov 2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
South Kamloops Sec. School	SKSS Music Room	Tuesday	07:00 PM - 10:00 PM	05 Dec 2023	05 Dec 2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
South Kamloops Sec. School	SKSS Music Room	Tuesday	07:00 PM - 10:00 PM	12 Dec 2023	12 Dec 2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
South Kamloops Sec. School	SKSS Music Room	Tuesday	07:00 PM - 10:00 PM	19 Dec 2023	19 Dec 2023	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Contract Total with Tax: \$0.00										

Booking Exclusions, Additions & Modifications

Type	Location	Date	Facility	Day	Start	End
Exclusion	South Kamloops Sec. School	10 Jan 2023	SKSS Music Room	Tue	07:00 PM	10:00 PM
Exclusion	South Kamloops Sec. School	07 Mar 2023	SKSS Music Room	Tue	07:00 PM	10:00 PM

Exclusion	South Kamloops Sec. School	06 Jun 2023	SKSS Music Room	Tue	07:00 PM	10:00 PM
Exclusion	South Kamloops Sec. School	13 Jun 2023	SKSS Music Room	Tue	07:00 PM	10:00 PM

Extra Fees & Details

Name	#	Unit Price	Total Usage	Subtotal	Tax	Total Price
-	-	-	-	-	-	-

Extras per Contract

Permit Total

Rental Fee	Rental Tax	Extra Fees	Extra Fee Tax	Total with Tax
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Invoice

First Payment	Payment Due Date	Amount Due	Amount Paid	Remaining Invoice Balance
-	-	-	-	-

Payment Plan

Payment Pattern	Number of Payments
-	-

Scheduled Payments

Payment Due Dates	Invoice Amount	Amount Paid	Remaining Balance	Invoice Status
-	-	-	-	-
				Total Rental Fee Paid to Date: -
				Outstanding Balance:-

GENERAL TERMS OF USE - FACILITY USE PERMITS

TO: The City of Kamloops (hereinafter called the "City")
AND TO: School District No. 73 (Kamloops/Thompson)
FROM: THE PERMITTEE

1. These General Terms of Use apply to the Permittee's use of the facility or facilities described in this Permit. The parties acknowledge and agree that the venue, date, and time of use may be amended from time-to-time by the City in consultation with the Permittee, and that in such instances, these General Terms of Use will continue to apply without need of further signature or written consent.
2. The Permittee's use of the facility or facilities described in this Permit, as amended by the City from time to time (collectively referred to as the "Facility"), is subject to these General Terms of Use. This Permit is not transferable.
3. The Permittee will not make, erect, install, or alter any improvements or fixtures in or upon the Facility without the City's prior written approval. On expiry of this Permit, title to all permanent improvements and fixtures shall revert to and remain the property of the City, and the Permittee shall not be entitled to any compensation. Therefore, temporary structures must be removed before the expiry of the Permit.

4. This Permit is not valid until signed by the Permittee and a City representative.
5. This Permit may be cancelled by the City in its sole and absolute discretion at any time without notice.
6. Prior to using the Facility, the Permittee will inspect the Facility and will satisfy itself that the Facility is in a state of good repair and meets all the requirements for the use intended without any defect or deficiency capable of causing injury.
7. If the Permittee thereafter chooses to use the Facility, then the Permittee will be responsible for the safety of all persons involved in such use and must, on completion of the use, again inspect the Facility and leave it in a safe and clean condition for others.
8. In accordance with Division 9 of the City of Kamloops *Recreation Facilities Fees, Charges, and Regulations Bylaw No. 35-82*, as amended, all Permittees are required to hold a commercial general liability policy for a minimum of \$2,000,000 (bodily injury and property damage coverage) listing the City of Kamloops, and School District No. 73 (Kamloops/Thompson) when applicable, as additional insureds. Those Permittees not able to provide proof of liability insurance coverage may, if they qualify, purchase liability insurance through a third party liability insurance provider.
9. The Permittee acknowledges and agrees that its use of the facility involves certain inherent risks, dangers, and hazards, which can result in serious personal injury, death, property damage, and other loss. The Permittee has informed itself to its own satisfaction of the nature of those inherent risks, and the permittee freely accepts and fully assumes all such risks, dangers, and hazards, and the possibility of personal injury, death, property damage, and loss resulting therefrom. The permittee's use of the facility has been undertaken voluntarily without any representations or inducements by the City. This voluntary assumption of risk provision will survive expiry or sooner termination of this permit.
10. The permittee hereby releases and waives all claims against the City, School District No. 73 (Kamloops/Thompson), and their respective employees, agents, representatives, insurers, and assigns (collectively, the "released parties") and releases the released parties from any and all liability and claims for all injury, death, loss, damage, and expense of any kind that the permittee or any other person may suffer as a result of or in connection with the permittee's use of the facility due to any cause whatsoever, including without limitation, negligence, breach of contract, breach of any statutory duty or duty of care on the part of any of the released parties, and also including the failure on the part of any of the released parties to safeguard or protect any person from the risks, dangers, and hazards associated with the use of the facility. This release of liability and waiver provision will survive expiry or sooner termination of this permit.
11. The Permittee hereby agrees not to sue the Released Parties for, and further agrees to unconditionally indemnify and save harmless the Released Parties from and against all claims, suits, actions, liability, losses, damages, expenses, fees, awards, and costs of every kind whatsoever, which arise as a consequence of or in connection with any acts or omissions of the Permittee or any of the Permittee's participants, licensees, invitees, agents, employees, members, or volunteers (collectively, "Participants") including without limitation, any and all:

- a) breaches, violations, or non-performance of any covenant, regulation, condition, or term of this Permit by the Permittee or any of the Permittee's Participants;
- b) damage to the Facility or to any property while said property is in or about the Facility; and
- c) injuries to the Permittee or any of the Permittee's Participants, including death, occurring in or about the Facility.

This indemnity and save harmless provision will survive expiry or sooner termination of this Permit.

12. The Permittee hereby agrees not to sue the Released Parties for, and further agrees to unconditionally indemnify and save harmless the Released Parties from and against all claims, suits, actions, liability, losses, damages, expenses, fees, awards, and costs of every kind whatsoever, which arise as a consequence of or in connection with any acts or omissions of the Permittee or any of the Permittee's licensees, invitees, agents, employees, members, or volunteers, including without limitation, any and all:

- a) breaches, violations, or non-performance of any covenant, regulation, condition, or term of this Permit by the Permittee or any of the Permittee's licensees, invitees, agents, employees, members, or volunteers;
- b) damage to the Facility or to any property while said property is in or about the Facility; and
- c) injuries to the Permittee or any of the Permittee's licensees, invitees, agents, employees, members, or volunteers, including death, occurring in or about the Facility.

This indemnity and save harmless provision will survive expiry or sooner termination of this Permit.

13. Consumption of alcohol at the Facility is strictly prohibited, unless the Permittee complies with Division 8 of the City of Kamloops *Recreation Facilities Fees, Charges, and Regulations Bylaw No. 35-82*, as amended. In

particular, the Permittee must hold a valid Special Occasion Licence.

14. If the Permittee uses the services of a food caterer, the Permittee and the food caterer are responsible for ensuring that all required Interior Health Authority permits and authorizations are obtained and subsequently maintained in good standing, and that all requirements and restrictions imposed by the Interior Health Authority are adhered to, including, without limitation, all appropriate food safety practices. Products liability insurance must be included in the commercial general liability policy under section 8 of this Permit.

15. Any full or partial cancellations by the Permittee require a minimum of Thirty (30) days' notice prior to the event. The full Permit fee will be charged to the Permittee if this minimum notice requirement is not met, regardless of whether or not the Facility can be re-let prior to the scheduled event.

16. Extraordinary cleanup and/or damage will be charged to the Permittee at the City's cost.

17. Interest of 18% per year, payable monthly, will be charged on all past due accounts. A charge of \$25 will be levied on returned cheques.

18. The Permittee must immediately report all Facility damage or defects to the Civic Operations Department at: 250-828-3461 (this number is available 24 hours/day).

19. The following additional restrictions apply to all Facility Use Permits:

- a) no food vendors permitted in any City parks without a valid City permit;
- b) no vehicles on the grass without the City's prior written approval;
- c) dogs allowed in designated areas only in accordance with the City of Kamloops *Dog Responsibility and Control Bylaw No. 34-42*;
- d) setting up of tables and chairs, etc. must be approved by the City in writing prior to the event;
- e) please do not staple decorations onto the walls and ceiling - use Sticky Tack or masking tape only;
- f) the Permittee is solely responsible for the distribution of all Event / Vendor Information Packages; and
- g) no person shall smoke, vape, or use drugs or alcohol at or in a park or a publicly accessible portion of a City Facility.

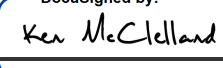
20. If the City initiates or approves any changes to the Permittee's use of the Facility, including without limitation the date, time, or facility location, the Permittee's use will continue to be governed by these General Terms of Use without need of further signature or written consent.

I the undersigned hereby represent and warrant that I have sufficient power, authority, and capacity to legally bind the Permittee and that I am authorized to sign this permit on behalf of the Permittee. I have read and understand all of the terms and conditions of this Permit, and all Schedules attached hereto, all of which form part of this Permit, and I understand that they are contractual and legally binding. I hereby agree, on my own behalf and on behalf of the Permittee, to be bound by all of the terms and conditions of this Permit

I HAVE READ AND UNDERSTAND THESE TERMS AND CONDITIONS.

PERMITEE: Ken McCelland
Date: 11 Jul 2022

PERMITEE
Signature

DocuSigned by:
Click to Sign 
00CC1A1A11D449A...

City Representative:
Date: 11 Jul 2022

City Rep
Signature:



Rental bookings are not confirmed until we receive a copy of this Facility Rental Agreement signed by the Permittee and accompanied by the initial rental fee payment and damage deposit, if any.

Rental Prepared by: Lisa Hodgkiss

Printed On: 11 Jul 2022

End of Document