



**APPLICATION TO HOLD AN EVENT ON
CIB MARINA BUILDING OBSERVATION DECK
10 WHARF STREET, NANAIMO, BC**

Please complete the following application and return to the Marina Manager at Nanaimo Port Authority,
PO Box 131, 100 Port Drive, Nanaimo, BC V9R 5K4 (tel. 250-753-4146 • fax 250-753-4899) for processing.

OFFICIAL NAME OF PROPOSED EVENT _____

DATE(S) & TIMES OF PROPOSED EVENT (also include set up and take down / clean-up time)

	START DATE	START TIME	END DATE	END TIME
Set Up				
Event				
Clean Up				

PURPOSE & BRIEF DESCRIPTION OF PROPOSED EVENT _____

EXPECTED NUMBER OF PARTICIPANTS _____

ORGANIZATION / PERSON RESPONSIBLE FOR EVENT ("Licensee") _____

APPLICANT NAME _____ Tel _____ *Email _____

Address _____ Fax _____

*EVENT DAY CONTACT Name _____ *Cell _____

Event day contact information will be made available on the Nanaimo Port Authority website.

APPROVAL FOR USE OF CIB MARINA BUILDING OBSERVATION DECK

The Nanaimo Port Authority hereby grants _____ (hereinafter called the "Licensee")

represented by _____, permission to use the CIB Marina Building Observation Deck

as outlined, for the period _____

subject to the Terms and Conditions of this Agreement contained herein and attached hereto all of which form part of this Agreement and provided also that:

- All persons involved in the event shall comply at all times with the NPA Practices and Procedures, a guideline for Operations and Regulations of Nanaimo Port Authority and all other relevant safety regulations.
- A copy of a Certificate of Insurance is to be forwarded to the Nanaimo Port Authority with a minimum \$3,000,000 public general liability coverage for the event and must include a cross liability clause and personal injury coverage. **The certificate must identify the Nanaimo Port Authority, its employees and its agents as additional named insured with respect to the event.**
- Rental fee in the amount of \$ _____ plus GST is received by _____ (date).
- _____ will indemnify and defend Nanaimo Port Authority, its employees and its agents against all suits, actions, claims, costs or demands arising from the above proposed event.

Other Requirements:

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

Signature of Applicant ("Licensee")

Date

Authorized Signature

Date

Nanaimo Port Authority

Updated March 21, 2019

**NANAIMO PORT AUTHORITY
TERMS & CONDITIONS FOR USE OF CIB MARINA BUILDING OBSERVATION DECK**

1. Licensee shall not use the Marina Building Observation Deck for any other purposes than that stated in their Application to Hold an Event on the Marina Building Observation Deck.
2. Licensee will be present at all times during the event and will assume responsibility for participant and/or performer conduct. Excessive sound and inappropriate content situations causing a nuisance to surrounding pedestrians, residents and businesses are not permitted under any circumstances and may result in cancellation of facility use.
3. No events involving amplified music will be permitted without prior approval of the Nanaimo Port Authority.
4. Licensee is entitled to use **only** the Marina Building Observation Deck unless specifically approved by the Nanaimo Port Authority.
5. Licensee is not granted exclusive use of the Marina Building Observation Deck and is not to impede access to the upstairs washrooms.
6. The Licensee agrees to start and end their event according to the times indicated on this contract only. Failure to do so will result in additional charges.
7. **CANCELLATION POLICY**
 - a) For bookings up to 3 hours in duration including preparation – cancellations in writing must be made a minimum of 4 working days in advance, otherwise, the Licensee will be required to pay the full rental fee.
 - b) For bookings greater than 3 hours in duration including preparation – cancellation in writing must be made a minimum of 90 days in advance, otherwise, the Licensee will be required to pay 50% of the rental fee, plus any costs incurred by the Nanaimo Port Authority. A minimum deposit of \$250.00 or the value of the rental fee, whichever is less, will be paid at the time of the booking.
8. The Licensee shall not assign or sub-let the whole or any part of the space contracted for without the written consent of the Nanaimo Port Authority.
9. The Licensee is responsible for all costs associated with this event including but not limited to all equipment, supplies, additional staffing, set ups and take downs, cleanup, and facility damages, unless otherwise agreed.
10. Unless otherwise agreed, nothing contained in this License shall be construed as an undertaking or agreement by the Nanaimo Port Authority to provide or maintain for the benefit of the Licensee any equipment or personnel or to undertake any maintenance, janitor service or other works of like nature during the Licensee's use and occupation of the premises herein before described.
11. Nothing contained in this License shall take effect as or constitute a warranty or guarantee by the Nanaimo Port Authority as to the fitness, availability or condition of the said premises or the fixtures and fittings therein or of any equipment given, loaned or rented by the Nanaimo Port Authority to the Licensee independently of this Licence.
12. The Licensee shall not permit anything to be brought on or any act done on the Marina Building Observation Deck, that would invalidate or increase the premium on policies of insurance held by the Nanaimo Port Authority or which may injure or deface the premises.
13. The Licensee shall not construct, erect or attach any fixtures of any kind to any part of the Marina Building Observation Deck, without the written consent of the Nanaimo Port Authority and if so erected, the Licensee covenants to remove the same and restore and leave the premises in the same condition they were at the time the Licensee entered into occupation. If such restoration is not to the satisfaction of the Nanaimo Port Authority, all such repairs are to be carried out by the Nanaimo Port Authority and all costs involved are to be paid by the Licensee.
14. The Licensee shall indemnify and save harmless and keep indemnified the Nanaimo Port Authority and its employees while acting in their capacity as such from all and any legal liability for loss, costs, or damages resulting from bodily injury, including death, of or to any person or persons, or for damage to the property of others, arising out of the Licensee's use and/or occupancy of the premises which this agreement relates.
15. The Licensee shall indemnify and save harmless and keep indemnified the Nanaimo Port Authority from all liability for any loss or damages to any property of the Nanaimo Port Authority during or occasioned by the occupancy of the same save and except reasonable wear and tear.
16. The Licensee shall engage, provide and pay for adequate fire and police protection or other personnel deemed necessary by the Nanaimo Port Authority, during the period of the Licensee's use and occupation, and should the Licensee fail to provide any of the aforesaid services required, the Nanaimo Port Authority may provide the same and the Licensee shall pay the cost upon demand.
17. The Licensee will provide for event self-regulation including an event security plan that will allow for public safety and ensure reasonable steps will be taken to prevent any unlawful activity from taking place.
18. The Licensee will obtain all other permits required from other agencies with respect to the event.
19. The Licensee will be responsible for site cleanup ensuring the site is left in the same condition it is found. **Use of confetti is not permitted.** The Licensee agrees to pay all costs incurred by the Nanaimo Port Authority for cleanup, repairs and/or services resulting from the event.
20. Waiver of one or more terms of this agreement shall not be thereafter deemed a modification or waiver of the entire agreement and all other terms and conditions shall remain in full force and effect.
21. The Licensee agrees that in the event of any strike or lockout, the Nanaimo Port Authority will not be held responsible or liable for providing said facilities.
22. The Licensee covenants to pay all fees, licences, taxes and tariffs of the Society of Composers, Authors and Music Publishers of Canada where applicable, and the Licensee covenants to abide by all bylaws, ordinances and regulations, and in particular, covenants that it will not suffer or permit alcohol to be had or consumed on the premises, unless the Nanaimo Port Authority provides its approval in writing and a lawful licence therefore shall first have been procured.

The Licensee agrees to follow these additional conditions of use (as indicated). Any violation of these conditions or of any municipal, provincial or federal laws, bylaws or regulations may result in the cancellation of this contract.

- 23. (a) The sale of food or merchandise **is not permitted** to take place in conjunction with this event unless specifically requested and approved by the Nanaimo Port Authority.
- (b) Licensee is to ensure that all vendors obtain a City of Nanaimo business licence and a Board of Health permit (for those selling food products).
- (c) Permission is granted for the sale of handmade and homegrown products only. This permission is conditional on approval from other regulatory agencies where necessary.
- 24. Licensee will pay all salaries, wages, fees and commissions of all personnel employed by the Licensee, and pay all royalties, author's, publisher's and composer's fees which may become payable as a result of the performance(s) / event.
- 25. Licensee agrees that only the following bands will be performing: _____
- 26. The RCMP are to be notified of the event.
- 27. Approved local not-for-profit group and/or society providing events/activities open **free of charge** to the general public. Commercial or outside organization hosting events/activities open **free of charge** to the general public.
- Approved local not-for-profit group and/or society providing events/activities **at a charge** to the general public. Commercial or outside organization hosting events/activities **at a charge** to the general public.
- 28. A security deposit in the amount of \$_____ is required and must be paid no later than _____.
- 29. Licensee to pay water usage charges of \$_____ and /or hydro charges of \$_____.
- 30. Other: _____