

1. Preamble

The W.E. Mills Landing & Marina is owned, operated and maintained by the Nanaimo Port Authority, a body corporate pursuant to the Canada Marine Act.

2. Use for Special Events

From time to time the Nanaimo Port Authority will allow the W.E. Mills Landing & Marina to be used for special events provided that the following guidelines are adhered to.

- 2.1 The access road to the pier is to be kept clear of vehicular traffic at all times during the event unless written permission is obtained from the Chief Operating Officer or the Harbour Master or designate.
- 2.2 The circle directly in front of the pier gate is to be kept clear of vehicular traffic other than that specified by the Chief Operating Officer or Harbour Master or designate.
- 2.3 The organization/person responsible for the event ("Licensee") will be held responsible for any damage incurred to the pier or access road to the pier, including adjacent areas during the event.
- 2.4 The Licensee will be required to provide its own security for the event if this is deemed necessary by the Authority.
- 2.5 The Licensee of the event is to ensure that the public or members of the event organization do not encroach on the property of the Cameron Island residents.
- 2.6 A member of the event organization shall be appointed as a contact person to deal with any complaints received.
- 2.7 At the conclusion of the event the pier and road access to the pier are to be returned to the state they were found.
- 2.8 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.**
- 2.9 Rental fee in the amount of \$ **By Arrangement** plus GST is received by **One week in advance of event.**
- 2.10 **Application fee in the amount of \$50.00 plus GST (non-refundable), upon submission of event application.**

3. Area as designated will only be used for _____ during the date and time specified below.
4. The Licensee will indemnify and defend His Majesty the King in the Right of Canada, Nanaimo Port Authority, its employees and its agents against all suits, actions, claims, costs or demands arising out of the use and/or occupancy of the licensed area by the Licensee, its employees, agents, contractors and invitees.

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

Organization or Person Holding Event (Licensee)

Date and Time of Event

Licensee Address

Licensee Signature

Name of Contact Person

Authorized Signature, Nanaimo Port Authority

Contact Person's Tel/Email