

## **USE AND OCCUPANCY LICENCE AGREEMENT**

**BETWEEN:**

**PEACE RIVER REGIONAL DISTRICT**

Box 810  
1981 Alaska Avenue  
Dawson Creek, BC V1G 4H8

(hereinafter called the "District")

**ON THE FIRST PART**

**AND:**

**NORTH PEACE FALL FAIR SOCIETY**

Society Registration No. S-0014739

(hereinafter called the "Society")

**OF THE SECOND PART**

**WHEREAS** the District is the registered owner in fee simple as those lands and premises located in the Peace River Assessment District in the Province of British Columbia and more particularly known and described as:

Lot 1, Section 6, Township 86, Range 18, West of the 6<sup>th</sup> Meridian, Peace River District, Plan 31310 and shown on Appendix "A" which is attached to and forms part of this Agreement.

(the lands and premises are hereinafter collectively called the "Facility and Grounds")

**AND WHEREAS** the Society wishes to use and occupy the Facility and Grounds to accommodate recreational and social events and other public recreation activities appropriate to the venue for the benefit of the Community.

**NOW THIS AGREEMENT WITNESSES** that, in consideration of the premises and the covenants hereinafter contained, the parties hereto covenant and agree, each with the other, as follows:

**1. Term**

- (a) The District hereby agrees to grant the Society a licence to use and occupy the Facility and Grounds for a period of five (5) years and commencing with the 7<sup>th</sup> day of March, 2020 to and including the 7<sup>th</sup> day of March, 2025 (the "Term") unless earlier terminated or extended as provided in this Agreement.
- (b) Upon expiry of the Term, the Agreement may be renewed by confirmation in writing by the parties for one additional five (5) year term provided all obligations of the Agreement are met by the Society.
- (c) The use and occupancy granted in this Agreement shall apply to the Facility and Grounds only.

**2. Fees**

In return for the use and occupancy of the Facility and Grounds, the Society will pay the District a fee of “\$1.00” in each year of the Term, the receipt and sufficiency of which is hereby acknowledged by the District.

**3. Use**

- (a) The Society shall use the Facility and Grounds primarily for the purpose of hosting an annual fall fair, and may also use or allow others to use the Facility and Grounds for private or community social gatherings such as weddings and family reunions (“Special Events”), provided that where the Society is allowing others to use the Facility and Grounds, section 4 of this Agreement applies.
- (b) The Society shall act as stewards of this community access to ensure all obligations under this Agreement are met by other groups or members of the general public that use the Facility and Grounds.

**4. Facility Rental and Use Agreements**

- (a) Subject to section 3(a) the Society may, without the consent of the District, enter into a Facility and Grounds Use Agreement, so long as the term of each Facility and Grounds Use Agreement is for a duration of not more than fifteen (15) days per calendar month.
- (b) The Society shall require any person or group (“Applicant”) requesting to use the Facility and Grounds to enter into a formal Facility and Grounds Use Agreement in the form attached as Appendix ‘B’ to this Agreement.
- (c) The Society may refuse to permit any person or group to use the Facility and Grounds if the person or group has an unpaid account in respect of the use of the Facility and Grounds, or if the Society or the District considers that the proposed use would not comply with the restrictions in this Agreement.
- (d) The Applicant may serve or allow for the service of alcohol in the Facility and Grounds during Special Events if the Applicant:
  - i. Obtains party alcohol liability insurance in accordance with s. 16(d);
  - ii. Obtains all required liquor and business licenses and permits and complies with the terms thereof and with all applicable laws, regulations, and orders of government authorities having jurisdiction, and has ensured that every person serving alcohol at the event has successfully completed an alcohol service training program; and
  - iii. Upon request from the District, from time to time and with reasonable notice, provides evidence of having met the requirements under (i) and (ii) above.
- (e) Pursuant to s. 115 of the *Liquor Control and Licensing Regulation*, as amended, the District grants the Society and/or Applicant permission to hold Special Events where alcohol may be served. The Society and/or Applicant acknowledge and agree that permission granted hereto in no way negates the releases and indemnities provided for in this Agreement or in Appendix ‘B’ to this Agreement. The Society and/or the

Applicant further acknowledge and agree that it/they release and indemnify the District against all claims whatsoever related to the serving of alcohol in the Facility and Grounds.

**5. Donations and Rental Fees**

- (a) The Society may accept donations related to and charge fees for access to the Facility and Grounds, as long as the proceeds go towards maintenance of the Facility and Grounds, the purchase of related equipment, or capital reserve funds for the Society.
- (b) The Society may charge rental fees and collect damage deposits for public use of the Facility and Grounds. A copy of the current fee schedule shall be provided to the District. Rental fees may be amended by the Society upon written approval from the Chief Administrative Office of the District, upon which approval the fee schedule may be amended and shall be provided to the District.

**6. Facility Conditions**

- (a) The Society accepts that use and occupancy of the Facility and Grounds is on an “as is” condition and acknowledges that the District has not made any representations, warranties, or agreements as to the condition of the Facility and Grounds including its suitability for the Society’s purposes.
- (b) The Society accepts responsibility and the cost of remediation for any damage, including environmental damage, resulting from the Society’s use of the Facility and Grounds.
- (c) No waste, as defined under the *Environmental Management Act* (British Columbia) as amended or replaced from time to time, may be brought onto the Facility and Grounds by the Society, and the Society will ensure that no waste is brought onto the Facility and Grounds by any Applicant.

**7. Posted Notices**

- (a) The Society will post, and keep posted, on or in the Facility and Grounds any notice in regard to this Agreement that the District may require.
- (b) The Society will allow the District to post, and will keep posted on or in the Facility and Grounds, any notice that the District may desire.

**8. Improvements**

- (a) If the Society intends to do any of the following work on the Facility and Grounds, it shall obtain the prior written consent of the District:
  - i. any building construction or renovation work that requires a building permit under the District’s Building Bylaw No. 2131, 2014; or
  - ii. any land clearing or alteration.
- (b) No consent given under 8(a) shall relieve the Society from the requirement to obtain a Building Permit and any other necessary permits from the applicable authority (ies) before commencement of work.
- (c) The Society may, at any time during the Term, or within six months of termination of this Agreement or such other date as the parties may agree to (the “Removal Date”),

remove any improvements made to the Facility and Grounds by the Society during the Term, but after the Removal Date the improvements shall become the property of the District free and clear of all liens, costs or charges, and the Society shall indemnify and save harmless the District from any and all liability whatsoever for such liens, costs, and charges.

**9. Maintenance**

- (a) The Society shall, during the Term, maintain and preserve the Facility and Grounds in good order and not permit any garbage or objectionable material, as determined by the District at its sole discretion, to accumulate in or about the Facility and Grounds.
- (b) The Society shall repair and maintain the Facility and Grounds in a safe, clean and sanitary condition befitting buildings and lands used by the public and shall make safe, clean and sanitary any portion of the Facility and Grounds or any improvement that the District may direct by notice in writing to the Society.
- (c) If the Society fails to keep the Facility and Grounds as required in this Agreement the District may take the necessary steps either through own forces or contracted services to restore the Facility and Grounds to the condition required by this Agreement, and may recover any reasonably incurred costs for the restoration from the Society.

**10. Payment for Service**

The Society shall hold all service and utility accounts for the Facility and Grounds in its name and, without limiting the generality of the foregoing, shall pay for all electricity, water, sewage, garbage pick-up and other services of any kind supplied to the Facility and Grounds. Any such accounts shall be kept in good standing at all times.

**11. Termination**

- (a) Should the Society default on any of the covenants contained in this Agreement, the District may terminate this Agreement and retake possession of the Facility and Grounds should the Society fail to rectify such default within ten (10) days of being given notice to do so by the District.
- (b) This Agreement may be terminated by either party upon giving sixty (60) days' written notice of its intention to so terminate. Upon termination, no amount will be owed by the District to the Society due to the termination.
- (c) The Society is not entitled to compensation for losses, loss of market value, relocation costs or other costs due to the termination of this Agreement.
- (d) If this Agreement is terminated under any circumstances then the Society will, if required by the District in its sole discretion, remove all property belonging to the Society, and will return the Facility and Grounds to a condition satisfactory to the District all at the Society's own expense and within such period as may be specified by the District.

**12. Right of Entry & Inspections**

- (a) The District, including its officials, officers, employees, agents or representatives, may enter the Facility and Grounds at any time for the purposes of inspection or to access equipment and services necessary for operation of the other assets on the Facility and Grounds. Notice will be provided to the Society of the planned entry as soon as possible and preferably prior to accessing the Facility and Grounds.
- (b) The Society will ensure that the District is provided a current set of keys to access the Facility and Grounds at any time.

**13. Encumbrances**

- (a) This Agreement is for a licence only and does not create nor shall it be deemed to create any property interest in favour of the Society.
- (b) The Society shall not mortgage, charge, or otherwise encumber its interests under this Agreement on title to the Facility and Grounds.

**14. Assignment**

Except as outlined in Section 4 above, the Society shall not assign nor sublet this Agreement except with the written consent of the District.

**15. Release and Indemnity**

- (a) The Society releases the District and its elected officials, officers, employees, agents and others from and against all demands and claims, which the Society may have, now or in the future, in relation to this Agreement, the Facility and Grounds or the Society's or an Applicant's use or occupancy of the Facility and Grounds.
- (b) The Society will indemnify and save harmless the District, its elected officials, officers, directors, employees, agents and shareholders from and against any and all losses, claims, costs, expenses, damages, liabilities, causes of action, actions, suits and judgments including all costs of defending or denying the same, and all costs of investigation, monitoring, remedial response, removal, restoration or permit acquisition and including all solicitor's fees and disbursements in connection therewith which at any time may be paid or incurred by or claimed against the District, its officers, directors, employees, agents and shareholders arising, directly or indirectly, out of:
  - i. any breach of any obligation set forth in this Agreement to be observed or performed by the Society;
  - ii. any act, omission, or negligence of the Society, its members, officers, directors, employees, agents, contractors, subcontractors, subtenants, licensees, invitees or others for whom it is responsible;
  - iii. any damage to property occasioned by the Society's use and occupation of the Facility and Grounds or any injury to person or persons, including death, resulting at any time from the Society's use and occupation of the Facility and Grounds; or a user group (Applicant) being granted access to the Facility and Grounds through a required rental agreement; or

- iv. the granting of this Agreement.
- (c) The release and indemnities in this Agreement shall survive any termination of this Agreement.

**16. Insurance**

- (a) The Society, at the Society's cost, will obtain and keep in force throughout the existence of this Agreement, general liability insurance against claims for personal injury, death or property damage occurring upon or in or about the Facility and Grounds, in an amount of not less than \$3,000,000 per accident or occurrence and otherwise with an insurer and with a deductible and on terms satisfactory to the District and shall name the District as additionally insured ("Insurance Policy"). The Society will deliver to the District upon execution of this Agreement a copy of the Insurance Policy and will deliver to the District proof of coverage at the beginning of each year of this Agreement.
- (b) The Insurance Policy shall provide that it is not terminable or alterable without the giving of 30 days' written notice to the District.
- (c) The Society will ensure that every Applicant will have appropriate general liability insurance as required in the form attached as Appendix 'B' to this Agreement.
- (d) In the event that alcohol is served during Special Events, the Society will ensure that the Applicant obtains, party alcohol liability insurance in an amount of not less than \$5,000,000 per accident or occurrence, or such greater amount as may be required by the Regional District from time to time, naming the Peace River Regional District as additionally insured. Upon request by the District at any time, the Society will deliver to the District, at the beginning of each year of this Agreement, proof of coverage for each of the Special Events that occurred in the previous year where alcohol was served.
- (e) The Society will ensure that all contractors and employees retained by the Society for work at the Facility and Grounds shall have WorkSafe BC coverage, unemployment compensation coverage any other coverage required by law and appropriate liability insurance (minimum \$2,000,000.00). The Society will deliver to the District upon execution of this Agreement a copy of the said insurance coverage.
- (f) The Society acknowledges that the District may not carry contents insurance in respect of the Facility and Grounds and hereby releases the District from any claims the Society might otherwise make for damage to any goods or equipment the Society may store on the Facility and Grounds during the Term.

**17. Compliance with Laws and Regulations**

- (a) The Society shall, in the operation, maintenance and improvements of the Facility and Grounds, comply with all Local Government, Provincial, and Federal legislation.

**18. Nuisance**

- (a) The Society shall not cause nor permit to be caused any act or thing to be done at the Facility and Grounds which is, or would constitute a nuisance to, the owners or occupiers of any lands or premises adjoining the Facility and Grounds, or in the vicinity

of the Facility and Grounds, or to the public in general and shall release and indemnify and save harmless the District from any liability therefore.

- (b) All invasive plant infestations found on the District property are to be reported to the District immediately by the Society.
- (c) The District will tend to invasive plant treatments on all District owned and occupied lands. As such, a District Contractor will be mechanically and/or chemically treating invasive plants up to a maximum of three times per year at the cost of the District.
- (d) No chemical treatment of invasive plants is to be conducted by the Society at any time.

**19. Cessation of the Society**

Should the Society, at any time during the Term, cease to exist as a registered society, then and in that event, its right of use and occupancy and any other rights hereunder shall be forthwith terminated. Upon termination under this Section, the assets of the Society shall be chargeable for any liability remaining unpaid at such time to the District, including any cost related to returning the Facility and Grounds to its original state.

**20. No Partnership or Joint Venture**

Nothing contained in this Agreement shall be deemed or construed by the parties nor by any third party, as creating the relationship of principal and agent or partnership or of joint venture between the parties or as giving the Society any power or authority to bind or act as an agent of the District in any way.

**21. Succession**

This Agreement will remain in effect after its expiration date to facilitate negotiations for renewal of the Agreement. This succession will be considered a temporary, month-to-month arrangement and continue to be subject to all terms of this Agreement. If a suitable arrangement cannot be reached within a reasonable amount of time, the District has the right to terminate this Agreement.

**22. Notices**

- (a) Any notice, report or other document that either party may be required or may wish to give to the other must be in writing, unless otherwise provided for, and will be deemed to be validly given to and received by the addressee, if served personally, on the date of such personal service or, if delivered by mail, fax or email fourteen (14) days from the date sent. Either party may, from time to time, advise the other by notice in writing, of any change of address of the party, giving such notice and from and after the giving of such address specified therein this shall, for the purpose of this paragraph, be conclusively deemed to be the address of the party giving such notice.
- (b) The addresses for delivery will be as follows:

**Peace River Regional District**

PO Box 810  
1981 Alaska Avenue  
Dawson Creek, BC V1G 4H8  
c/o Chief Administrative Officer  
Phone: (250)784-3200  
Fax: (250)784-3201  
Email: prrd.dc@prrd.bc.ca

**North Peace Fall Fair Society**

RR #1 Site 16 Comp 56  
Fort St John, BC V1J 4M6  
c/o: Bruce Christensen  
Phone: (250)787-2202  
Email: b&cchristensen@telus.net

**23. Entire Agreement**

This Agreement shall be deemed to constitute the entire Agreement between the District and the Society with respect to the matter hereof and shall supersede all previous negotiations, representations, and documents in relation hereto made by either party to this Agreement.

**24. Peaceful Surrender**

- (a) The Society, its assignees or subleases, shall not commit waste upon the Facility and Grounds and at the expiration or earlier termination of this Agreement, or extensions hereof, if extended, will peaceably surrender possession to the District in good order and repair, normal wear and tear and damage by casualty and condemnation excepted, and at the Districts request, in addition to removing all the Society's trade fixtures and equipment, the Society shall remove all non-structural alterations and improvements, provided that removal of any such items including trade fixtures and equipment shall be done in a manner as to minimize damage to the Facility and Grounds and the Society, and shall immediately repair any such damage caused by the removal of such items and/or the installation and presence of such items and modifications to the Facility and Grounds to accommodate such installation. The terms of this Section shall survive the termination or expiration of this Agreement.
- (b) The Society will, at the expiration of the Term, or sooner if the Agreement is terminated as provided herein, immediately remove all of its property, make good any damage caused by the removal and surrender the Facility and Grounds in a peaceable way to the District in a clean condition in as good condition as it received the Facility and Grounds.



**25. Waiver**

- (a) A waiver is effective only if it is in writing.
- (b) No waiver by either party of any breach by the other party of any of its covenants, obligations and agreements will be a waiver of any subsequent breach or of any other covenant, obligation or agreement, nor will any forbearance to seek a remedy for any breach be a waiver of any rights and remedies with respect to such or any subsequent breach.

**26. Miscellaneous**

- (a) Nothing in this Agreement affects the right of the District to exercise its powers within its jurisdiction.
- (b) Time is of the essence.
- (c) This Agreement shall be governed by the laws of the Province of British Columbia.
- (d) If any portion of this Agreement is held at any time invalid by a court of competent jurisdiction, the invalid portion and the decision that it is invalid shall not affect the validity of the remainder of this Agreement.
- (e) The headings appearing in this Agreement have been inserted for reference and as a matter of convenience and in no way define, limit, or enlarge the scope of any provision of the Agreement.
- (f) In this Agreement, wherever the singular or masculine is used, it shall be construed as if the plural or feminine or body corporate as the case may be, had been used where the context of the parties hereto so require.
- (g) This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, successors and assigns.

IN WITNESS WHEREOF the parties have duly executed this agreement as of the day and year written below.

[Redacted Signature]

Chair

PEACE RIVER REGIONAL DISTRICT

March 12, 2020

Date

[Redacted Signature]

Shawn Dahlen – Chief Administrative Officer

PEACE RIVER REGIONAL DISTRICT

March 12/20

Date

[Redacted Signature]

Signing Officer - *President*

North Peace Fall Fair Society

Mar 10/20

Date

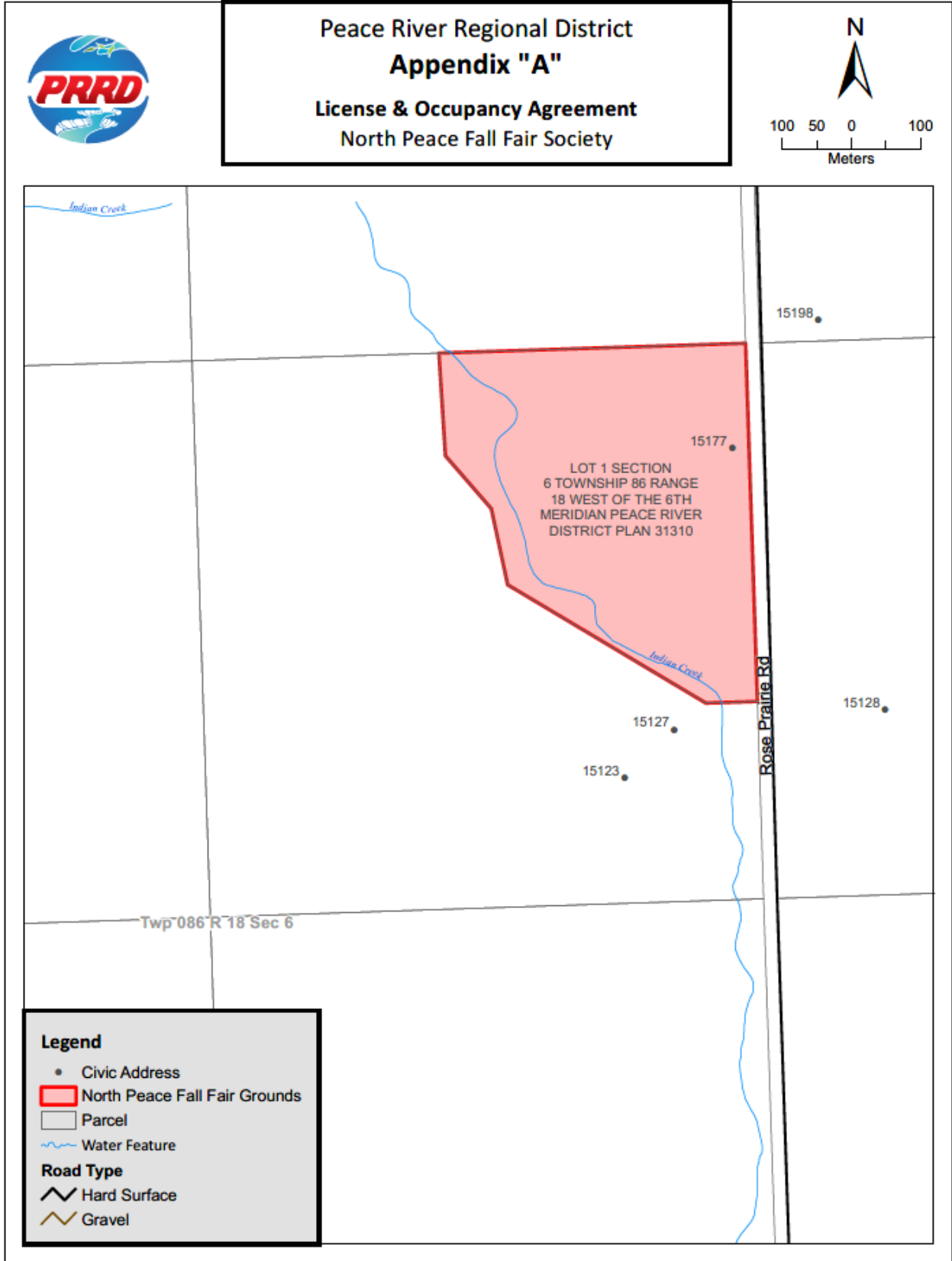
Bruce D. Christensen

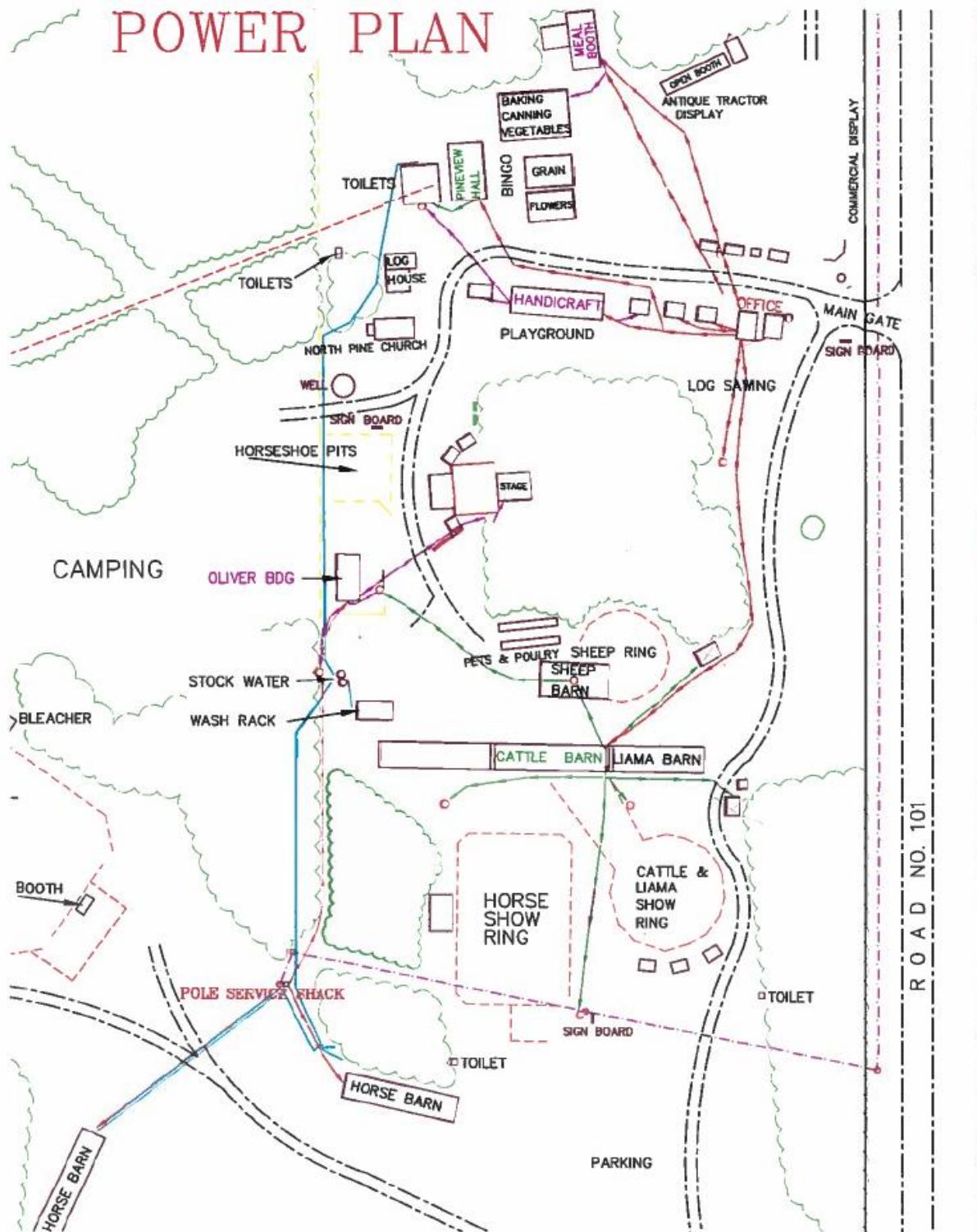
PRINT NAME

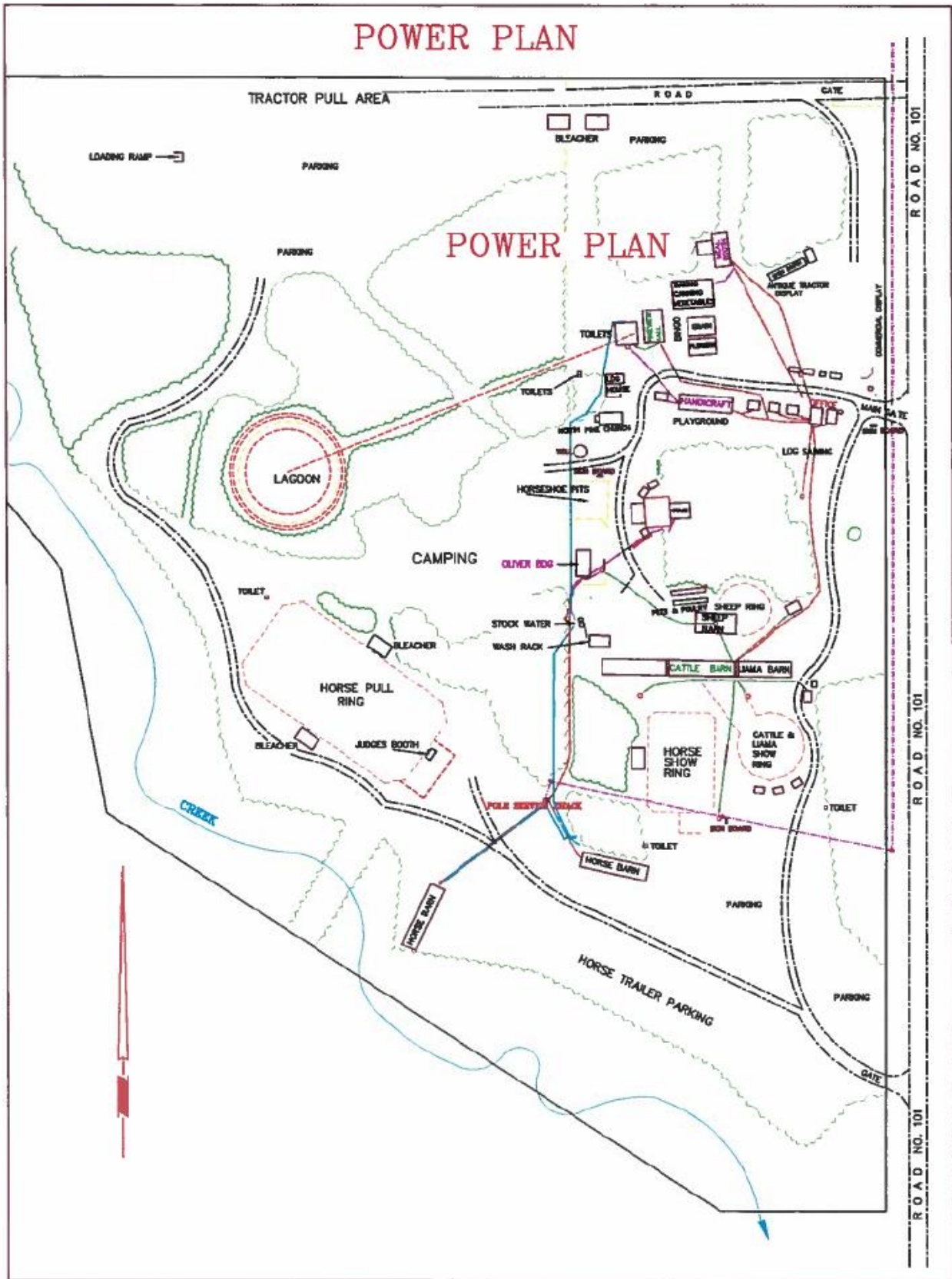
Appendix 'A' – Map of Location

Appendix 'B' – Facility and Ground Use Agreement & Application Form / Fee Schedule

**Appendix 'A' – Map of Location**







**Appendix 'B'****NORTH PEACE FALL FAIR FACILITY RENTAL AGREEMENT****FACILITY AND GROUNDS USE AGREEMENT & APPLICATION FORM****Rules Governing the Use of the Facility and Grounds**

1. The Applicant must sign and date this Facility and Grounds Use Agreement before deemed to have been granted permission to use the Facility and Grounds.
2. The Applicant agrees to use the Facility and Grounds only for the purpose listed and for no purposes other than public recreation (including such events as weddings, birthday parties, community suppers, funerals, etc.) and short-term education and training.
3. The Applicant agrees that the North Peace Fall Fair Society may terminate this Agreement if the Applicant fails to comply with this Agreement or any of the Rules Governing Use of Facilities and Grounds.
4. The Applicant agrees that there will be no firearms, paintball guns or archery equipment allowed on the Facilities and Grounds.
5. The Facility/Grounds shall be used in a manner compatible with public health, welfare and safety and the applicant shall not allow the Facilities/Grounds to be used for any violence, crime or disorderly conduct.
6. Prior to being provided access to, use or occupancy of the Facility and Grounds, the Applicant will provide the Society evidence of general liability insurance in the amount of \$3,000,000.00) naming the Peace River Regional District and North Peace Fall Fair Society as additionally insured.
7. The Applicant will not permit liquor on the premises unless prior approval has been granted by the Society, which approval shall only be given if the following conditions are met:
  - a) alcohol is only being allowed for personal consumption in the camping area, and is purchased and consumed for personal use; or
  - b) in the event of a special occasion, a valid liquor license is in effect and the Applicant has purchased party alcohol liability insurance in the amount of \$5,000,000.00 naming the Peace River Regional District and North Peace Fall Fair as additional insureds.
8. The Applicant is responsible for pick-up of litter (including pet litter) and debris during and after the event and shall leave the Facility and Grounds and surrounding areas in a clean, tidy and undamaged condition.
9. The Applicant (including friends, guests, invitees or spectators using the Facility and Grounds) is expected to act in a considerate and sportsmanlike manner. Abusive language or inconsiderate behaviour which is found to be objectionable may result in the cancellation of Facility and Grounds use.
10. The Peace River Regional District or the North Peace Fall Fair Society reserve the right to cancel or alter the Facility and Grounds usage should conditions arise that necessitate scheduling changes.

11. The Peace River Regional District or the North Peace Fall Fair Society reserve the right to deny any rental application.
12. No potable water or paper will be provided to the Applicant.
13. If there is a Provincial or Regional Fire Ban there will be no fires allowed anywhere on the Facilities and Grounds. Otherwise fires are ONLY permitted at designated fire pits.
14. Smoking only in designated smoking areas.
15. North Peace Fall Fair Society shall be permitted to drop in on any function to ensure that the rules are being followed and members could be on site during the function to do repairs to the Facilities and Grounds but will not interfere with scheduled activities.
16. Any buildings locked or boarded up must not be opened by the Applicant or their guests. Failure to do so may result in cancellation of the rental agreement.
17. Use of freezers, refrigerators, and electricity may be available upon request and may be subject to fees.
18. Tables and benches found inside the buildings must be put back in the same building when finished with them.
19. If the grounds are rented to two different parties on the same weekend, the first party must check-out the following day by 10:00am.
20. It is the responsibility of the Applicant to ensure the Facilities and Grounds are in good condition and free from hazards (glass, obstructions, etc.). If a hazard does exist, please notify the North Peace Fall Fair Society first and if not remediated then the Peace River Regional District.

### Waiver and Indemnity Clause

The Applicant acknowledges and covenants to use the Facility and Grounds at its own risk and agrees that the Peace River Regional District and the North Peace Fall Fair Society has made no warranties or representations respecting the suitability or condition of the premises.

The Applicant agrees that releases and saves harmless the Peace River Regional District and the North Peace Fall Fair Society, and their officers, elected officials, employees, servants, agents, heirs, successors and assigns from and against all demands and claims, which the Applicant may have, now or in the future, in relation to this Application, the Facility and Grounds or the Applicant's use or occupancy of the Facility and Grounds.

The Applicant further indemnifies and saves harmless the Peace River Regional District and the North Peace Fall Fair Society, and their officers, elected officials, employees, servants, agents, heirs, successors and assigns from and against any and all losses, claims, costs, expenses, damages, liabilities, causes of action, actions, suits and judgments including all costs of defending or denying the same, and all costs of investigation, monitoring, remedial response, removal, restoration or permit acquisition and including all solicitor's fees and disbursements in connection therewith which at any time may be paid or incurred by or claimed against the District, its officers, directors, employees, agents and shareholders arising, directly or indirectly, out of:

- v. any breach of any obligation set forth in the Application or through a required rental agreement to be observed or performed by the Applicant;
- vi. any act, omission, or negligence of the Applicant, its members, officers, directors, employees, agents, contractors, subcontractors, subtenants, licensees, guests, invitees or others for whom it is responsible;
- vii. any damage to property occasioned by the Applicant's use and occupation of the Facility and Grounds or any injury to person or persons, including death, resulting at any time from the Applicant's use and occupation of the Facility and Grounds; or
- viii. the granting of a rental agreement to be observed or performed by the Applicant.

The release and indemnities in this Waiver and Indemnity Clause shall survive any termination of the Applicant's use and occupation of the Facility and Grounds.

---

**Applicant Signature**

---

**Date**



**FACILITY USE AGREEMENT**

LOCATION: North Peace Fall Fair Facilities and Grounds

| <b>APPLICANT INFORMATION</b>                                                                                            |                                                |
|-------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|
| Organization:                                                                                                           | Representative Name:                           |
| Email:                                                                                                                  | Phone:                                         |
| Mailing Address:                                                                                                        |                                                |
| City:                                                                                                                   | Postal Code:                                   |
| <b>FACILITY USE INFORMATION</b>                                                                                         |                                                |
| Event Name <i>(if applicable)</i>                                                                                       | No. of Participants:                           |
| Dates Requesting Use:                                                                                                   |                                                |
| Event Start Time:                                                                                                       | Event End Time:                                |
| Provide a brief description of event:                                                                                   |                                                |
| Map/Sketch of Location and Layout of Use <i>(if applicable)</i> ATTACHED [ ] Yes                                        |                                                |
| Damage Deposit Paid: \$ _____                                                                                           | Date of Damage Deposit                         |
| <b>INSURANCE &amp; LICENSES</b>                                                                                         |                                                |
| Minimum \$3,000,000 Liability Insurance: ATTACHED [ ] Yes                                                               |                                                |
| Minimum \$5,000,000 Party Alcohol Liability Insurance: ATTACHED [ ] Yes [ ] Not Applicable                              |                                                |
| Insurance names The North Peace Fall Fair Society and the Peace River Regional District as additional insureds? [ ] Yes |                                                |
| Special Events Permit or Beer Garden Liquor License: [ ] Yes [ ] Not Applicable                                         |                                                |
| # of Individuals with Serving It Right [ ]                                                                              |                                                |
| Emergency Plan ATTACHED [ ] Yes                                                                                         | # of Licensed First Aid Attendants On Site [ ] |

**RENTAL FEES**

|                                              | <b>Fee</b>               | <b>Total</b> |
|----------------------------------------------|--------------------------|--------------|
| <input type="checkbox"/> Damage Deposit      | \$2,500 flat fee deposit | _____        |
| <input type="checkbox"/> Fairgrounds Use Fee | \$150/day x _____ days = | _____        |
| <input type="checkbox"/> Adeline Kelly Hall  | \$150/day x _____ days = | _____        |
| <input type="checkbox"/> Kitchen Use Fee     | \$50/day x _____ days =  | _____        |
| <input type="checkbox"/> Washroom Use Fee    | \$50/day x _____ days =  | _____        |

**TOTAL FEES OWED:**

**CLEANING/REPAIRS/REPLACEMENT FEES**

All costs for damages and repairs will be deducted from the damage deposit. Should the extent of repairs or replacement of damaged buildings/land/property exceed the damage deposit rate, the Applicant will be responsible for additional costs. The following fees will be deducted from the damage deposit if not cleaned by the renter at the end of use:

|                                                             |                                    |
|-------------------------------------------------------------|------------------------------------|
| <input type="checkbox"/> Washroom cleaning charge           | \$300 flat fee                     |
| <input type="checkbox"/> Kitchen cleaning charge            | \$500 flat fee                     |
| <input type="checkbox"/> Fairgrounds cleaning charge        | \$300 flat fee                     |
| <input type="checkbox"/> Adeline Kelly Hall cleaning charge | \$200 flat fee                     |
| <input type="checkbox"/> Garbage removal                    | \$200 flat fee                     |
| <input type="checkbox"/> Damage to tables, benches, etc.    | actual replacement costs           |
| <input type="checkbox"/> Damage to property/lands/buildings | actual repair or replacement costs |

**CHECKLIST MUST BE COMPLETED BEFORE/AFTER**

I understand and acknowledge the fees noted above and agree to abide by the “Rules Governing the Use of the Facility” on page 1:

\_\_\_\_\_  
Applicant Name (please print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
North Peace Fall Fair Representative Name (please print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
North Peace Fall Fair Representative Signature