Event Application Manual

THE VILLAGE OF
CUMBERLAND

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cumberland.ca

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INTRODUCTION

The Village of Cumberland's recreation & culture section of the Parks and Recreation Department facilitates third-party events that utilize municipal facilities, parks, trails and other municipal properties. The purpose of the community event policy is to balance community use and special event use of Village amenities, to coordinate between special events, and to manage special event impacts on the natural environment, users, operations and facilities.

Governing Bylaws

Bylaws governing special events include the latest version of the Parks & Recreation Fees Bylaw and the Parks Regulation Bylaw or equivalent. Events and bookings are also guided by the Community Events & Bookings Policy.

Application Requirements and Process

An event application is required for the following:

- ✓ Anyone who requires exclusive use of a Village of Cumberland park, facility, or section thereof. This includes, but is not limited to, a festival, competition, race, tournament, show, meeting, private event, ceremony, guided use or training.
- ✓ Anyone who intends to provide a commercial service within a Village park or facility (including guided operations or trainers).
- ✓ Anyone who intends to carry on, with the intent of monetary return, commercial filming using still or motion photography within a Village park or facility, or to use a park or facility for another commercial purpose.

Timelines for application submission

Special event applications take time to process and may require additional approvals from other departments and/or permitting authorities, and referrals to other agencies (i.e. for street closures). In order to give your application the greatest chance of being approved, and to avoid conflicts with scheduled recreation & culture programming, we recommend you submit your application by the following dates:

Date of Proposed Event	Submit Application by
January 1 – March 31	September 30
April 1 – Aug 31	January 31
September 1 – December 31	June 31

Note: *Though the dates above are not hard deadlines, they could significantly increase the likelihood of your event being approved.*

Fees, Insurance & Damage Deposits

The Village of Cumberland charges fees for the use of its parks and facilities in accordance with the Village of Cumberland Parks & Recreation Fees Bylaw. All fees are due two weeks before the proposed event date (see "Payment & Cancellations" below) or at time of permit issuance. Many events also require a security deposit and/or proof of sufficient liability insurance. The online event application form will calculate these requirements for you based on the details of your event. Refer to the bylaw for details.

If you require third-party liability coverage for your event, a convenient option is the MIABC EventPolicy portal (click "Get a Quote" and then enter "Village of Cumberland" when prompted to enter an event space owner). When you book a policy through that portal, Cumberland Recreation will automatically receive your certificate of insurance with all Additional Insureds listed. Please note that while the MIABC EventPolicy portal is provided as a convenient resource, you are free to purchase your insurance from any provider you choose. *Please note that liability coverage for inflatable bounce houses is not available through the MIABC EventPolicy Portal.*

Event Types

The Village of Cumberland's Parks & Recreation Fees Bylaw distinguishes between three types of events: Commercial, Not-For-Profit and Private. Generally speaking, public events organized by a for-profit organization or individual are Commercial, public events organized by a nonprofit organization are Not-For-Profit and most non-public events are Private. The manager of recreation has the final say on event type classification.

Approval Process

A special event permit will be issued when:

- ✓ A complete Event Application Form has been submitted in its entirety to the Village of Cumberland's Recreation & Culture section (please note that applications are typically processed Monday to Friday except holidays)
- ✓ A satisfactory comprehensive general liability insurance policy or certificate has been received by the Village
- ✓ All required additional documentation has been submitted
- ✓ The Village of Cumberland has approved the application, including all required additional documentation
- ✓ The Village of Cumberland's Fire Department has received an emergency management plan (for events of 100 or more attendees)
- ✓ The permit fee and refundable damage deposit (if applicable) have been received

The Village of Cumberland may provide preliminary approval upon submission of a completed event application in order to "hold a date," but **a permit will not be issued until all required documentation has been reviewed and approved, and fees are paid**. Event organizers must not advertise their event or make financial commitments before signing and submitting the release and indemnification form and receiving preliminary approval from the Village of Cumberland.

The Village of Cumberland processes applications by:

- Determining the suitability of a facility, park, trail or site to accommodate the event
- Referring applications to other departments and agencies as required
- Consulting with stakeholders as required
- Ensuring applicable insurance, permits and licenses are obtained
- Collecting the applicable fees
- Providing approval as per procedures and guidelines

Facility and Park Use Priority

Preferred booking for events and activities are given in the following order:

1. All Village of Cumberland internal programs and special events
2. Village of Cumberland sponsored events
3. Previously permitted public events on the same day as past year(s)
4. Previously permitted public events on a different day than past year(s)
5. New non-profit events with a community focus
6. Private and commercial events

Event Application Process

Please submit your Event Application Form with the required documentation to the Village of Cumberland Recreation Department. Applications can be submitted online, via email to events@cumberland.ca or in person at the Cumberland Recreation Centre, 2665 Dunsmuir Avenue. If you have any questions, please feel free to connect with Cumberland Recreation staff at 250.336.2231.

Applicants must fully disclose the event's purpose, associated activities and expected number of participants, as well as any other special activities such as alcohol, food preparation, sales, structures and amplified sound.

CHARGE-OUTS

Any Village of Cumberland staff time required to manage, prepare for, clean up after, or otherwise facilitate a special event that goes beyond the scope of routine operations will be invoiced at a cost recovery rate in accordance with section 12 (Additional Charges) of the Parks & Recreation Fees Bylaw.

Payment of any costs required to repair or replace Village property that result from a special event shall be the responsibility of the permit holder. In such a case, a detailed billing will be provided by the Village.

A Village employee is required to be on shift at all times when the public is in our buildings. Therefore, any indoor bookings that take place outside of regular staff hours are subject to the availability of staff. If we're able to accommodate your request, all hours outside of the regular staff hours (and/or additional hours required for cleaning after your event) will be charged at a cost-recovery rate – typically between $44.11 and $45.51 for 2026 events (between $45.87 and $47.33 for 2027 events). These rates are doubled on statutory holidays, and on Mondays following a statutory holiday that falls on a weekend.

Typical Staff Hours for Indoor Events

Summer (Victoria Day weekend through Labour Day)

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
6:45am to 1:30am	6:45am to 1:30am	6:45am to 1:30am	6:45am to 11:30pm	6:45am to 12:00am	No staff scheduled	11:00am to 5:30pm

Fall/Winter/Spring (Labour Day to Victoria Day weekend)

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
6:45am to 1:30am	6:45am to 1:30am	6:45am to 1:30am	6:45am to 11:30pm	6:45am to 1:30am	8:45am to 12:00am	8:45am to 10:30pm

EVENT AND ACTIVITY RESPONSIBILITIES

General

- An event should incorporate provisions for members of the public to benefit as spectators and/or participants whenever feasible. Please see "Accessibility & Inclusion" below.
- When applicable, event organizers are responsible for obtaining an Island Health Food Permit, Special Event Liquor Permit, and/or any other permits or permissions required for their event.
- In the spirit of reconciliation, event organizers are encouraged to acknowledge that their event is taking place on the Unceded Traditional Territory of the K'ómoks First Nation, the traditional keepers of this land.

Safety & Security

Event organizers are responsible for ensuring their event is conducted in a safe, orderly manner and is restricted to the park(s) or facility(ies) to which access has been granted. This includes providing adequate personnel to safeguard participants, spectator and the public. Further, event organizers shall have total responsibility for creating the event's site plan and shall take all necessary steps to ensure the event is properly supervised to prevent injury to participants, spectators and the public.

If your event's expected attendance is 100 people or more, you must submit an emergency management plan, along with a site plan and/or floor plan, to the Village of Cumberland's Fire Department at ***firedepartment@cumberland.ca***. You may also be required to participate in a fire/emergency inspection with a member of the Fire Department to ensure adequate emergency procedures are in place.

Condition of Parks, Facilities and Public Spaces

Event organizers are responsible for inspecting the requested park(s) or facility(ies) prior to use to confirm its suitability for their purpose. They agree to accept the permitted area(s) "as is" and to use the space at their own risk. For details on each venue, including equipment/amenities that are available, please see our Parks, Recreation & Cultural Event Venues page.

Event organizers must leave all Village of Cumberland parks and facilities in the same condition as before they were rented. All evidence of the event, including but not limited to signs, decorations, adhesive residue and temporary structures, must be removed immediately following the event and within the permitted date/time. Any damage to walls, floors, turf, vegetation and/or equipment, including any items that are missing or left in an unclean state, will be the financial responsibility of the permit holder. Any additional cleaning or maintenance that is required due to an event and that goes beyond routine post-event tasks will be invoiced to the permit holder on a cost-recovery basis (see "Charge-Outs").

A note about the bleachers at Village Park: Four sections of bleachers are set up at Village Park adjacent to the west ball diamond. Village staff can move them to a different location for your event (for a cost-recovery fee), or event organizers can move them at their own risk. Please note that bleachers must be returned to their original position after the event, and any damage to the turf or Village property will be recovered from the damage deposit and/or invoiced after the event.

Event organizers must notify the Village of any condition that may render a park, facility or equipment unsafe for use. At the request of the Village, they may be asked to join Village staff in inspecting the permitted area(s) before and/or after an event.

Events in parks or trails must be conducted in a manner and location such that they minimize the impact on the natural environment, park users, park operations, and facilities.

Vehicle Access in Parks

The Village of Cumberland attempts to minimize the number of vehicles on the grass in municipal parks. Any park access required for vehicles, other than in designated parking/driving areas, must be noted in the event application. ***Vehicles are not allowed to enter Village of Cumberland parks without express approval from the Village of Cumberland***.

Notifications

Any non-participants of your event who may nonetheless be affected by it should be notified and any such adverse impacts kept to a minimum. Written notification must be provided to businesses and residents likely to be affected by sound, parking or park/trail/street closures associated with your event. Notifications must include phone numbers and/or email addresses for contacts before, during and after your event.

Accessibility & Inclusion

In order to be truly inclusive, events must be accessible to everyone. To the extent possible, your event plan should include access provisions for people of all abilities, including seniors, families with strollers, and people with cognitive and/or physical impairments. The Village will not permit events that exclude or otherwise discriminate against people based on grounds of discrimination listed in the Canadian Human Rights Act. This includes but is not restricted to age, ethnicity, religion, physical ability, sexual orientation, and gender identity/expression.

Provisions to ensure accessibility are included throughout this document. For outdoor events, we recommend your plan include reserved spectator seating for people with disabilities, well-lit entrance(s) with a firm, level surface on a defined path and a shaded place of refuge with access to water near your accessible toilet(s).

For guidance on making your event as inclusive and accessible as possible, please refer to our Checklist for Accessible and Inclusive Events.

Point of Contact for Indoor Events

A Village employee will be available during all events for safety purposes and to be the event organizer's main point of contact in the case of an emergency.

Numbers to call if assistance is required:
When recreation centre is open: 250.336.2231
When recreation centre is closed: 250.897.5792 (janitor) or
250.650.4197 (rec worker)

Please note that it is not the responsibility of Village staff to wash dishes, support caterers or otherwise assist with the operation of special events.

SITE AND SERVICE REQUIREMENTS

Utilities and Staking of Structures in Parks

Village Park, Village Square, and No. 6 Mine Heritage Park have limited 120 V power and water service available. Additionally, Village Park has access to 240 V power at the Concession building. For park maps showing the locations of these services, visit our Recreation & Culture Event Venues page.

Village Park and Village Square also have underground irrigation and electrical lines, so the staking of tents or other structures is discouraged within these parks. Any damage caused to underground utilities as a result of event activities will be the financial responsibility of the permit holder.

Waste Disposal

Event organizers are responsible for the removal of all waste and recyclables immediately following their event, and the Village strongly encourages all applicants to include recycling stations as part of their event planning. Village dumpsters are not available for public use; if you require additional solid waste disposal capacity, there are several commercial providers of rental dumpsters that serve our region.

Additional clean-up required by Village staff and/or dumpster tipping fees may be invoiced to the permit holder on a cost-recovery basis (see "Charge-Outs" above).

Please note that there are no waste management or wastewater disposal services available for special events. If your event requires the disposal of sewage waste, please use the Comox Valley Water Pollution Control Centre, located at 445 Brentwood Road in Comox.

Traffic Management, Street Closures & Equipment Borrowing

All event organizers are required to identify the traffic management impact of their event. Traffic management refers to pedestrian as well as motorized vehicle traffic, and it includes ensuring adequate and appropriate parking, including temporary on- or off-street parking near the venue for people with disabilities. Designated Accessible parking is required for events expecting public attendance of 100 or more.

A Traffic Management Plan is required for any and all events, other than block parties, that require the full or partial closure of any road, bike lane, alleyway, or sidewalk, and one may be required for other events at the discretion of Village staff. (Organizers of block parties should use our simplified Application to Host a Block Party.) Traffic management plans for street closures should consider "hard barricades" such as vehicles positioned so as to prevent vehicle incursions.

If a Traffic Management Plan is required, it should be submitted at least eight weeks prior to your target date to allow adequate time for the review and approval process. For further details, please also see "Temporary Street Closures" below and view our Sample Traffic Management Plan.

If required by the Village, event organizers are responsible for providing, at their own expense, temporary markers and/or personnel (e.g. signs, barricades, cones, and traffic marshals) for traffic control. Equipment may be available for loan from the Village of Cumberland upon submission of an Equipment Request Form.

The Village attempts to balance the social and economic benefits of street closure applications with impacts on residents and businesses. For street closures longer than three hours, you must demonstrate the economic and social benefits to the community and notify nearby residents and businesses in advance of your event (See the Street Closures for Special Events Policy for details).

Please note that emergency vehicle access may stop, delay, or otherwise disrupt your event at any time.

Toilet Facilities

Organizers of outdoor events that are expected to draw 100 attendees or more are required to have at least one Accessible toilet on site, and to ensure that there is at least one toilet available for every 100 expected attendees. For larger events, at least one in five toilets should be Accessible. Toilet location(s) should be indicated on your site plan.

Site Plans, Floor Plans & Course Maps

If you are requesting **the use of a park**, you are required to submit a site plan as part of your event application. Your plan should provide an overview of your park use footprint, including tents, toilets and other structures, plus any infrastructure requirements such as water and power. Site plan templates can be found on our Parks, Recreation & Cultural Event Venues page.

If you are hosting an **indoor event for 100 people or more**, you are required to submit a floor plan for emergency management purposes. Floor plan templates can likewise be found on our Parks, Recreation & Cultural Event Venues page.

If you are organizing a **trail-based special event** using the Cumberland Community Forest Park trail network (e.g. mountain bike and trail running races), you must also submit a course route depicting the roads and trails you intend to use. Please note that additional permits will be required if you intend to use the trail network on private lands beyond Cumberland Community Forest Park. Please also see "Trail-Based Events" below.

ADDITIONAL CONSIDERATIONS

Mobile Food Vendors

For complete information about where and when food trucks and other mobile food vendors are permitted, please refer to Cumberland's Zoning Bylaw (see section 6.5) and Business Licence Bylaw (section 4.4).

In general, food trucks and other mobile food vendors are:

- not permitted to operate in public spaces within 30m of an existing food business without written consent of the business(es);
- permitted to operate on private, non-residential lands within the Village, with permission from the property owner;
- permitted to operate as part of a larger permitted event within a Village of Cumberland park or facility, as long as they are located within the permitted area;
- required to have a valid Village of Cumberland business license to operate in Cumberland, unless operating under a valid, permitted event as described above; and
- not permitted to operate in the parking lot of the Cumberland Recreation Centre at any time.

If a mobile food vendor is part of your proposed event, include it in your event permit application. For standalone mobile food vendor applications (i.e. those that are not part of a larger permitted event), please contact the Village of Cumberland municipal office at info@cumberland.ca or 250.336.2291.

Block Parties

The Village of Cumberland is pleased to offer a simplified application process for neighbourhood block parties. Once you have determined the date, time, location and nature of your block party, as well as an on-site liaison who will be present during the party, please submit an Application to Host a Block Party, available on our Neighbourhood Block Parties page. A separate Event Application Form is not required.

Events Serving Alcohol

If alcohol will be sold or served at your event, a valid Special Event Permit is required from the Province of British Columbia. Applications may be obtained online or at any government liquor store. Your proof of

insurance must indicate that liquor liability is included with your coverage. Please also note that events with alcohol often require additional cleaning that may be invoiced on a cost-recovery basis.

Smoke Machines – Use at Your Own Risk!

Smoke machines used in our indoor facilities have historically set off the fire alarms and so have not been allowed. We recently switched to a heat-sensing alarm system that we don't expect will be triggered by smoke machines, but we can not confirm that this is the case. If you plan to use a smoke machine for your indoor event, please be aware that the fire alarm may be triggered and the fire department called out, which will result in a significant disruption to your event. Please let Cumberland Recreation staff know if you still plan to use a smoke machine.

Noise Bylaw Exemption Requests

If your event will generate noise that may disturb residents and the public, such as concerts, festivals and fairs, the Village of Cumberland Noise Control Bylaw stipulates the permitted hours of such activities on weekdays, weekends and holidays.

If your proposed event will generate such noise outside of those hours, you will need to submit a Noise Bylaw Exemption Request as part of your event application. These applications may take up to eight weeks to process, so we recommend you submit your request well in advance of your proposed event. A non-refundable fee of $50 is required for a noise bylaw exemption request, except to non-profit applicants.

Please note that the Noise Control Bylaw does not apply to dances, concerts and other musical events held wholly indoors at the Cumberland Recreation Centre and/or Cumberland Cultural Centre. Organizers of such events do not need to apply for an exemption.

Trail-Based Events

Organizers of trail-based events should note that the Village of Cumberland is only able to grant permits for access to the trails within Cumberland Community Forest Park and other Village-owned properties in the Perseverance Creek Watershed Community Drinking Water Supply Area. If your event requires the use of trails on private lands beyond park boundaries, additional permits from the landowners will likely be required. For additional details and access to landowner maps, please visit cumberland.ca/trail-based-events.

Due to the implications of climate change and the increasing risk of wildfire to our forest and our community, and in coordination with the owners of adjacent forest lands, **the Village of Cumberland will NOT approve permits for trail-based events between July 15 and August 31 of each year.**

Organizers of trail-based events must practice good trail etiquette, consider other trail users and, if necessary, make special provisions in the interest of watershed protection. They should also ensure that appropriate "event in progress" style signage is placed at all major access points by which other users may interact with event participants. This signage should clearly indicate which trails and areas are being used by the event.

Many of Cumberland's popular trails are within the Village of Cumberland's drinking water supply area (Perseverance and Cumberland Creek Watersheds), which is ultimately part of the Comox Lake Watershed

and the drinking water source for most of the Comox Valley. Swimming, boating and fishing are prohibited in Village reservoirs and no permits will be issued for events that propose these activities in any of the Village's reservoirs (Allen, Hamilton, Stevens, Henderson Lakes or No. 2 Reservoir).

VENUES MANAGED BY OTHER PARTIES

Coal Hills BMX Track

Coal Hills BMX Society is a non-profit club that operates, maintains and manages the BMX track at Village Park through a lease agreement with the Village of Cumberland. Any permits issued by the Village for the use of Village Park do not provide access to the Coal Hills BMX track, its concession or its washrooms. For information about use of the track or any other related topics, please contact Coal Hills BMX through its website at www.bmxcanada.org/tracks/1538.

Please note that the lease of the BMX track does not include the main parking lot off Dunsmuir Avenue on the northwest side of Village Park, which remains open to the public at all times.

Cumberland Lake Park

Cumberland Lake Park, a Village-owned park on the shores of Comox Lake, is operated and managed by Lake Park Society (LPS) under contract with the Village. Applicants interested in hosting a special event in the park or campground are required to seek approvals and permissions from LPS. For information, please visit www.cumberlandlakepark.ca.

For clarity, no permits for special events in Cumberland Lake Park are issued by the Village.

Trails on Private Forest Lands

Only a small portion of Cumberland's vast trail network is owned by the Village. If you plan to use trails on privately owned land for your event, you will likely require additional permits from the landowner(s). For more information and access to maps, see cumberland.ca/trail-based-events.

PAYMENT & CANCELLATIONS

Payment in full is required at least two weeks prior to the event or at time of permit issuance.

A full refund will be issued for events that are cancelled, in writing, at least two weeks prior to the proposed event date. Events cancelled with fewer than two weeks' written notice are not eligible for a refund of fees. This includes events that are cancelled due to weather or other natural events.

The Village of Cumberland retains the right to revoke an event permit up to and including the day of the event, or at any time during the event in the case of an emergency, if the applicant does not adhere to the conditions of the permit.

LICENCE OF OCCUPATION

All park and facility rentals and bookings with the Village of Cumberland are subject to the following Licence of Occupation, which must be agreed to and signed before a permit will be issued.

LICENCE OF OCCUPATION FOR PARK AND FACILITY USE BETWEEN:

THE CORPORATION OF THE VILLAGE OF CUMBERLAND 2673 Dunsmuir Avenue, Cumberland, British Columbia, V0R 1S0 (hereinafter called the "Village")
AND:
The Permittee as identified in the particulars of the permit set out above (the "Permit Particulars") (hereinafter called the "Licensee")

WHEREAS:
A. The Village is the legal and beneficial owner of certain lands and premises (the "Village Lands") as further identified in the Permit Particulars;
B. The Licensee has requested permission to use the part of the Village Lands as further identified in the Permit Particulars (the "Licence Area") for the purpose and duration set out in the Permit Particulars.
C. The Village wishes to grant the Licensee a temporary and non-exclusive licence to enter on and use the Licence Area on the specific terms and conditions set out in this Licence Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Grant of Licence
1.1 The Village, subject to the performance and observance by the Licensee of the terms, conditions, covenants and agreements contained in this Agreement, grants to the Licensee a temporary, non-exclusive licence to enter onto and use that part of the Licence Area for the duration and for the purpose stated in the Permit Particulars and for no other purposes.
1.2 Any maps, floor plans, or other documents submitted and/or approved for this event form part of this Licence Agreement.
1.3 Any additional details included as "Event Notes" on the attached Permit constitute part of this document.

2. Limitations on the Grant of Licence
2.1 The Licensee acknowledges and agrees that the Licence Area is provided on an "as is, where is" basis and specifically that:
(a) the Village has made no representation or warranty as to the state of condition or repairs of the Licence Area or of its fitness for the Licensee's purposes;
(b) exercise of the Licence by the Licensee or an invitee of the Licensee is strictly at their own risk.
2.2 This Licence does not create any interest in property and the Licensee's rights under this Licence are at all times subject to:
(a) the rights and interests of the Village as owner of the Licence Area; and
(b) such rules or regulations that the Village may impose from time to time.
2.3 In the case of unforeseen events, the Village may use the Licence Area at any time for any purpose and during such periods the Village may require the Licensee to restrict its use of the Licence Area. Any such disruption to the Licensee's use will be kept to an absolute minimum and only when necessary.
2.4 The Licensee is at all times responsible for its invitees while on or using the Licence Area or exercising the Licence.

3. Term and Termination
3.1 This Licence begins on the start date as specified in the Permit Particulars (the "Commencement Date") and terminates on the end date as specified on the Permit Particulars (the "Term").

3.2 The Licensee may cancel the Licence for any reason by giving the Village fourteen (14) day's written notice.

4. Licence Fee and Other Payments

4.1 The Licensee shall pay the Licence fee in the amount as specified on the Permit Particulars (the "Licence Fee") by the date as specified on the Permit Particulars.
4.2 If the Licensee fails to pay the Licence Fee by the date as specified on the Permit Particulars, the Village may in its sole discretion cancel this Licence and any future requests for a grant of licence made by the Licensee.
4.3 The Village may revoke this Licence without refunding the Licence Fee at any time if the Village deems the Licensee, or any of its employees, contractors, agents, volunteers, or invitees, to be in contravention of this Licence, any applicable laws, bylaws, or the Village's Community Events and Bookings Policy.
4.4 If the Licensee cancels the Licence less than fourteen (14) days prior to the Commencement Date, the Village may retain the Licence Fee.
4.5 If the Licensee cancels the Licence more than fourteen (14) days prior to the Commencement Date, the Village shall return the Licence Fee.
4.6 If, by the time the Licensee cancels the Licence, the Village has provided services for a fee (the "Service Fees") at the Licensee's request in relation to the Licence or to the Licence Area, which is further specified in the Permit Particulars, the Village may retain the Service Fees regardless of the time of cancellation.

5. Use of Licence Area

5.1 The Licensee shall use the Licence Area only strictly in accordance with the terms of the Licence and only for the duration of the Term.
5.2 The Licensee may use the Licence Area only for the purposes and engage only in activities specifically described in the Permit.
5.3 The Licensee shall ensure that its invitees will at all times during the currency of this Licence use the Licence Area in compliance with all statutes, laws, regulations and orders of any authority having jurisdiction and, without limiting the generality of the foregoing, all federal, provincial, or local government laws or statutes or bylaws, including all the rules, regulations, policies, guidelines, criteria or the like made under or pursuant to any such laws. Without limiting the foregoing, the Licensee shall comply with:
(a) The Village's Parks Regulations Bylaw No. 840, 2007, as amended or re-enacted from time to time; and
(b) the Village's Community Events and Bookings Policy No. 51, as amended from time to time.
5.4 The Licensee shall, at all times during the Term, comply with any instructions of the Village Parks & Recreation staff regarding the use of the Licence Area.
5.5 Unless the Licensee has the prior written consent of the Village staff as specified in the Permit Particulars, the Licensee shall not at any time:
(a) exercise, or permit to be exercised, its rights under this Licence in a way that causes an untidy condition, the release of contaminants, or damage in the Licence Area;
(b) excavate in, cause a nuisance on, obstruct, foul or damage any part of the Licence Area, or any lands owned by the Village, or permit any of these activities to be performed in the Licence Area;
(c) allow any vehicles to be parked or driven on any part of the Licence Area except for on designated roads without the prior written consent of the parks manager;
(d) cut down any part of trees or remove any part of vegetation;
(e) stockpile or burn any materials on the Licence Area;
(f) construct, erect or attach or cause or permit to be constructed, erected or attached, any device, fixture or structure to any part of the Licence Area unless clearly indicted on an approved site map or explicitly authorized in this Licence of Occupation;
(g) allow the consumption of alcohol within the Licence Area without first obtaining the applicable permit under the Liquor Control and Licensing Act, SBC 2015, c 19; or
(h) allow the sale of food or any other item within the Licence Area without first having obtained the applicable permits.
5.6 The Licensee shall give the Village notice immediately if it observes any litter, unattended personal property, or damage in the Licence Area by contacting the Village Parks & Recreation Department at 250-

336-2231.
5.7 The Licensee shall not commit or allow any wilful or voluntary waste or destruction of the Licence Area. 5.8 Upon termination of this Licence, the Licensee will leave the Licence Area in a tidy condition, and the Licensee, if required by the Village in its sole discretion, shall remove all personal property belonging to the Licensee within 60 days after termination of this Agreement. Any personal property not removed by the Licensee shall become the absolute property of the Village free of all encumbrances, without payment of any compensation to the Licensee.
5.9 If the Village staff as specified in the Permit Particulars gives prior written consent for the Licensee to erect, attach any device, fixture or structure to any part of the Licence Area, the Licensee shall remove and dispose of everything so attached at the end of the Term.
5.10 Upon demand by the Village, the Licensee shall pay the cost of any additional clean-up required as a result of the Licensee's use and occupation of the Licence Area.

6. Risk, Indemnity and Insurance

6.1 DESCRIPTION OF RISKS AND HAZARDS

Use of the Village of Cumberland's (the "Village") parks and recreational facilities (the "Village Lands") for any outdoor or indoor recreational activity involves inherent risks, hazards, and conditions that may be dangerous to persons and property. These risks can arise in variety of ways, both foreseeable and unexpected, including but not limited to: the presence and use of structures, machinery and equipment (such as metal posts, fencing, stages, and outbuildings); the actions of other participants that block movement or visibility or coming into direct contact with other participants deliberately or accidentally; hazards arising from use of the park or facility space, including uneven terrain, natural or manmade trail features, hidden hazards or those arising from limited visibility; the physical impacts and health complications associated with physical exertion (such as fainting, collapse, exhaustion, or other more serious complications); and other risks associated with utilizing a park or recreational facility space, such as the possibility of tripping, falling, wildlife interactions or being struck including by, but not limited to, falling trees, branches, rocks.

6.2 Risk: The Licensee agrees to use the Licence Area at its own risk, and that the Village will not be liable in respect of any loss of life, personal injury, damage to property or loss of property suffered by the Licensee, or its invitees arising out of this Licence or its or their use and occupation of the Licence Area.
6.3 Indemnity: The Licensee hereby indemnifies and saves harmless the Village from and against any and all concerning any and all claims, demands, actions and causes of action, proceedings, losses, costs (including legal, consulting or other professional fees), fines, orders, expenses, damages (including environmental damage, liabilities, injuries (including injuries causing death), property damage and any other matter of whatsoever nature or kind (collectively, the "Losses") which at any time may be suffered by or made against the Village, directly or indirectly caused by, resulting from or attributable to:
(a) any occurrence on the License Area caused by the Licensee, its invitees, or those for whom the Licensee is responsible at law, including any Losses suffered by any user of the License Area;
(b) any breach by the Licensee or those for whom it is responsible at law of any of the Licensee's obligations under this License;
(c) the exercise by the Licensee or by those for whom it is responsible at law of the rights granted under this License; and
(d) any negligent act, omission or willful misconduct of the Licensee or those for whom it is responsible at law.
6.4 Insurance: The Licensee shall, at its sole cost and expense obtain and keep in force during the Term, and during any other period of time that the Licensee may use the Licence Area, commercial general liability insurance (the "Insurance Policy") including insurance for contingent liability with respect to the operations of agents or subcontractors, and completed operations liability, personal injury, and liability insurance in an amount no less than the amount as specified in the Permit Particulars, on the following conditions:
(a) the Licensee shall name the Village as an additional insured;
(b) the Insurance Policy shall provide that it is not terminable or alterable without the giving of 30 days'

written notice to the Village;
(c) at least fourteen (14) days prior to the Commencement Date, the Licensee shall deliver to the Village a copy of the Insurance Policy and Certificate of Insurance; and
(d) at any time during the Term of this Licence the Village may require the Licensee to provide evidence that the Insurance Policy is valid and in full effect.

7. Notices
7.1 Any notice or other writing required or permitted to be given to any party shall be sufficiently given if delivered by email:
(a) in the case of a notice to the Licensee, at the email address as specified in the Permit Particulars; or
(b) in the case of notice to the Village, at events@cumberland.ca.

8. Remedies
8.1 The Licensee will at its sole cost keep the License Area in a safe, clean and tidy condition and in good repair.
8.2 The Village's remedies contained in this Licence are in addition to any other remedy available to the Village at law or in equity. Without limiting the generality of the foregoing, if the Licensee fails to comply with any of its obligations under this License, the Village will be entitled to take such steps as it deems advisable to correct such defaults (including disposing of anything left in the Licence Area by the Licensee) without liability to the Village, and the Licensee will pay to the Village forthwith upon demand all costs and expenses incurred by the Village in so doing, plus an administration fee of fifteen percent (15%) of such total costs and expenses.

9. Warranty
9.1 The Licensee represents and warrants that if he or she executes this Agreement on behalf of an organization that the Licensee has sufficient power, authority and capacity to bind the organization.

10. General
10.1 The rights granted to the Licensee under this Agreement may not be sublicensed, assigned, or otherwise transferred, in whole or in part without the prior written consent of the Village staff as specified in the Permit Particulars.
10.2 This Agreement will enure to the benefit of and be binding upon the Licensee and its successors, administrators and approved assigns and upon the Village and its successors, administrators and assigns.
10.3 Every reference to each party is deemed to include the heirs, executors, administrators, corporate successors, servants, employees, agents, contractors, officers, licensees and invitees of such party, wherever the context so requires or permits.
10.4 Wherever the singular or masculine or neuter is used in this Agreement, the same shall be construed as meaning the plural, the feminine or body corporate where the context or the parties thereto so require.
10.5 The word "including" when following any general statement, term, or matter is not to be construed to limit such general statement, term, or matter to the specific items set forth immediately following such word or to similar items but rather such general statement, term, or matter is to be construed to refer to all other items that could reasonably fall within the broadest possible scope of such general statement, term, or matter.
10.6 This Agreement constitutes the entire agreement between the parties and no understanding or agreement, oral or otherwise, exists between the parties with respect to the subject matter of this Agreement except as expressly set out in this Agreement, and this Agreement may not be modified except by subsequent agreement in writing between the parties.
10.7 Time is of the essence of this Agreement.
10.8 The section headings have been inserted for reference only and do not define, limit, alter or enlarge the meaning of any provision of this Agreement.
10.9 If any section, subsection, sentence, clause or phrase in this Agreement is for any reason held to be invalid by the decision of a court of competent jurisdiction, the invalid portion is to be severed and the decision that it is invalid does not affect the validity of the remainder of this Agreement, the parties hereby agreeing that they would have entered into the Agreement without the severed portion.

10.10 The parties hereto shall execute and do all such further deeds, acts, things and assurances that may be reasonably required to carry out the intent of this Agreement.
10.11 This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.

11. Legal Descriptions of Parks and Facilities
11.1 "Trail Network" is part of the Cumberland Community Forest Park, Cumberland, BC.
11.2 "Buchanan Hall," "Buchanan Hall Kitchen," "Moncrief Hall," "Moncrief Hall Kitchen" and "Parking Lot – Cultural Centre" are specific areas of the Cumberland Cultural Centre, 2674 Dunsmuir Avenue Cumberland, BC PID: 001-418-041.
11.3 "Climbing Wall," "CRI Commercial Kitchen," "CRI Recreation Centre," "Fitness Studio," "Gymnasium," "Gymnasium Mezzanine (upper deck," "Squash Court A," "Squash Court B" and "Parking Lot – Recreation Centre" are specific areas of the Cumberland Recreation Centre, 2665 Dunsmuir Avenue Cumberland, BC PID: 002-232-499.
11.4 "No. 6 Mine Park Gazebo," "No. 6 Mine Park Grassy Area" and "No. 6 Mine Park Playground" are specific areas of No. 6 Mine Park, 2670 Derwent Avenue Cumberland, BC PID:002-232-499.
11.5 "BMX Track," " Ball Diamond A," "Ball Diamond B," "Jump Park," "Parking Lot – BMX Track," "Village Park Concession," "Village Park – Entire Park," "Village Park Centennial Building," "Village Park Courts – Basketball," "Village Park Courts – Tennis/Pickleball," "Village Park Dog Park," "Village Park Eco Gift Clearing," "Village Park Forested Area," "Village Park Grassy Area Behind Wshrms," "Village Park Horseshoe Pitch & Clubhouse," "Village Park Skate Park," "Village Park Splash Park" and "Village Park Sports Field" are specific areas of Village Park, 2815 Dunsmuir Avenue Cumberland, BC PID: 010-450-815.
11.6 "Coal Creek Disc Golf Course," "Coal Creek Park - #1 Japanese Townsite" and "Coal Creek Park – Chinatown Site" are specific areas of Coal Creek Park, Comox Lake Road Cumberland, BC PID: 025-477-366.
11.7 "Village Square" means Village Square, 2743 Dunsmuir Avenue Cumberland, BC PID: 008-963-452.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.