



CONDITIONS OF USE

**COWICHAN LAKE RECREATION HALLS, BOWLING ALLEY, CURLING LOUNGE,
MULTIPURPOSE ROOM, PLAYSCHOOL ROOM, PLAYSCHOOL EXTENSION ROOM,
ARENA MEETING ROOM, ARENA AND CURLING RINK DRY FLOOR**

The user agrees to pay the quoted fees, charges and damage deposits upon the signing of this agreement.

Booking and cancellation policy:

Cowichan Lake Recreation (CLR) booking and cancellation policy is as follows:

- ***Half of the rental fee is due at the time of booking.***
- The balance of the rental fee is due and payable when another renter requests the space or 30 days prior to the event, whichever comes first.
- If the renter cancels with more than 30 days notice, the renter shall receive 100% of the rental fee back, but will forfeit a \$20 administration fee.
- If the renter cancels with less than 30 days notice, the renter shall receive 75% of the rental fee back, and will forfeit a \$20 administration fee.

Cowichan Lake Recreation (CLR) management reserves the right to cancel or alter rentals should conditions arise that necessitates scheduling changes.

Third Party Liability Insurance Requirement:

The CVRD shall not be responsible for nor accept any liability for any loss, damage or injury that may be suffered by the user his/her guests or employees, or the user's or guests' personal property, whatsoever, during prior to, or subsequent to the use date(s). The user expressly releases the CVRD from and agrees to indemnify the CVRD against any and all claims for such loss, damage or injury. The user agrees to indemnify the CVRD from all costs, whatsoever, that are caused by the user's occupation of the premises and/or from all claims and demands against the CVRD caused by the use of the premises.

For all facility rentals (except Bowling Alley) it is the user's responsibility to provide proof of third party general liability insurance in the minimum amount of \$2,000,000, naming the CVRD as additionally insured. It is the user's responsibility to make sure that this insurance also covers the liquor portion of the event should the user be providing alcohol at their event. Special Occasion Licenses (SOL) may be brought into all CLR facilities except for the Bowling Alley. A Copy of the renter's SOL is required. Please go to the Liquor Store for details.

If the user wishes to rent the Bowling Alley or the Curling Lounge and requests that CLR's bar be open during their event, CLR staff must run the bar and no other liquor shall be brought into the premises. Minors can be present in the Curling Lounge and Bowling Alley up until 10 p.m. as long as recreation is occurring and no minor will be served alcohol. If minors are caught drinking alcohol in the Curling Lounge or Bowling Alley both the minor and the person who purchased the liquor will be asked to leave the premises immediately and the police may be notified. CLR staff maintain care and control of the facility so having third party liability is not a requirement of the rental, however, **it is strongly recommended that the user purchase third party contingency liability insurance for alcohol to minimize your own risk to legal action. Please initial that you have read and understood this recommendation _____.**

Rules governing the use of the facility

- The user agrees to pay the CVRD the total cost for repair/replacement of damage/loss occurring to the building, furnishings or equipment caused by the user, his/her guests or employees. The user agrees to take all reasonable steps to prevent such damage/loss. Damage must be reported to the Manager within 24 hours.
- There is to be **NO SMOKING** in the buildings or on the grounds owned or managed by Cowichan Lake Recreation as per Commission Policy 2013.
- The user shall comply, at his/her own expense, to all laws, by-laws or regulations from any level of government and other authorities and shall obtain all necessary permits, licenses and insurance coverage and provide proof to Cowichan Lake Recreation prior to the rental date.
- When the facility(ies) are used by a group of minors (under the age of 19 years old) the agreement shall be executed by a responsible adult having authority over the group; and such adult shall remain with the group and be responsible for the group at all times of the rental.
- The user may only use the facilities and equipment agreed to by the CVRD.
- The user shall ensure that all individuals conduct themselves in an orderly manner and the premises shall be left in an undamaged, clean and tidy and secured condition (refer to code of conduct signs in each facility).
- No wires, electrical appliances, plumbing fixtures or construction shall be installed without the agreement, in writing, of the CVRD.
- No nails, screws or similar devices shall be used in the premises. Decorations may be put up with tacks or rolled tape. Tacks/Tape shall be removed along with the decorations immediately after the use is completed. Duct tape is not to be used on walls and floors. No tape is to be used on any floor without consulting with Cowichan Lake Recreation.
- The user shall not conduct any activity that creates or increases the hazard of fire or any other type of danger. **NO OPEN FLAME CANDLES. Battery operated candles only.**
- The user shall ensure that the activity is ended and all persons have left the building by the ending time shown on this agreement.
- All tables and chairs must be cleaned and returned to original storage spot.
- Room occupancy guidelines must be adhered to.
- **CLEANUP AND GARBAGE REMOVAL IS THE RENTER'S RESPONSIBILITY.** If room condition is left untidy, extraordinary cleanup fees will be taken from the damage deposit and additional charges may occur if costs exceed damage deposit amount.
- **There is to be NO ALCOHOL on the premises or on the grounds of any CLR facility without proof of a Special Occasion License (SOL).**
- A \$200 damage deposit for each facility use is required. Additional damage deposit fees for audio/visual or catering equipment may be required.
- There is to be absolutely **NO CAMPING** on the grounds of the Community Halls or the Cowichan Lake Sports Arena without Management Approval.
- Proof of Security at your event may be required.
- Your event will be noted on our Cowichan Lake Recreation Events List that is submitted monthly to the local RCMP.
- References from previous rentals may be requested.

SIGNATURE OF RENTER *"I have read and understand conditions of use"*

Date