



PUBLIC PROPERTY OCCUPANCY AGREEMENT

BETWEEN: (Name)
Address
Address

(hereinafter called the "Event Organizer")

OF THE FIRST PART

AND: THE TOWN OF OLIVER
PO Box 638
6150 Main Street
Oliver, B.C. V0H 1T0

(hereinafter called the "Town")

OF THE SECOND PART

WHEREAS:

The Event Organizer has requested permission to occupy temporarily public property possessed or owned by the Town for the purpose of (name of event) event, (hereinafter called the "Event");

NOW THEREFORE in consideration of the premises and the terms and conditions hereinafter contained, the sufficiency of which is hereby acknowledged by both parties, the Town and the Event Organizer covenant and agree each with the other as follows:

1. The Town hereby grants to the Event Organizer permission to occupy temporarily the following public property:
 - Please specify (Example: Tucelnuit Drive from A Street to D Street)

as more particularly shown on the sketch included in Schedule "A" attached hereto,

(hereinafter called the "Event Site")

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for the purpose of the (name of event) during the following period of time:

- Example: 5:00 a.m. to 1:00 p.m., Sunday, October 2, 2017

(hereinafter called the "Event Time")

2. The Event Organizer agrees to implement, at its own expense, the Traffic Safety Plan for the Event, which is included in Schedule "B" attached hereto, for which the Event Organizer hereby certifies that written approval has been obtained from the Director of Operations/local RCMP and, if required, Ministry of Transportation & Infrastructure. Without detracting from the Event Organizer's responsibility to interpret, apply and implement the Traffic Safety Plan, the Event Organizer further agrees to take and carry out any instructions that it may receive from the Director of Operations, Bylaw Enforcement or members of any other Law Enforcement agency that may be in attendance to assist with policing at the Event.
3. The Event Organizer hereby releases the Town and its elected officials, officers, employees, agents and others from all manners of actions, causes of action, suits, damages, loss, costs, expenses, claims, and demands of any nature whatsoever in relation to this event.
4. The Event Organizer shall indemnify and save harmless the Town and its elected officials, officers, employees, agents and others from any and all manner of actions, causes of action, suits, damages, loss, costs, expenses, claims, and demands of any nature whatsoever, including such liabilities arising from the Town's negligence, incurred by the Town and relating to and arising during the event. This indemnity shall survive the expiry of this event with respect to an event which occurred prior to expiry or termination.
5. The Event Organizer agrees to maintain for the period of the Event, at all relevant times, comprehensive public liability insurance with an insurer satisfactory to the Town in the amount of not less than Five Million Dollars (\$5,000,000.00) inclusive per occurrence for bodily injury, death and property damage including loss of use thereof.
6. The Event Organizer agrees that both the Event Organizer and the Town shall be named as insureds in the policy provided under Paragraph 5.
7. The Event Organizer agrees that all equipment brought onto the Event Site in connection with the Event by the Event Organizer, its agents, contractors, employees or volunteers shall be at the sole risk of the Event Organizer and that the Town shall not be liable for any damage or loss to such equipment.
8. The Event Organizer hereby certifies that it has inspected the Event Site and has found it to be in a physical condition suitable for the Event.
9. The Event Organizer agrees that at the end of the Event Time, it shall thoroughly clean the Event Site leaving the Event Site in the same condition it was prior to the Event.
10. The Event Organizer agrees to ensure that all individuals under its supervision will conduct themselves in an orderly manner and shall be competent for the work that they are engaged or assigned to perform.

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11. The Event Organizer acknowledges and agrees that it is responsible for any and all costs, (including without limitation all wages and benefits, equipment rentals both internal and external, contract costs, consulting costs, material and supply costs, and reinstatement and repair costs) that may be incurred by the Town in connection with the Event. The Event Organizer will be required to provide a deposit of fifty percent (50%) to the Town for costs incurred.

The Town may invoice the Event Organizer for the remainder of such costs, which shall be paid to the Town by the Event Organizer within 30 days of mailing of the invoice. Any invoice from the Town to the Event Organizer which is outstanding after 30 days of mailing becomes a debt owed by the Event Organizer to the Town and may be enforced and collected.

12. The Event Organizer acknowledges and agrees that the Town, through its Chief Administrative Officer, or their designate, may at any time terminate and cancel the permission granted hereunder if the Chief Administrative Officer or his designate apprehends that the Event is creating an undue nuisance, or a hazard to the safety of any person or the public at large. In such cases, the Town shall not be liable for any loss or damage suffered by the Event Organizer arising directly or indirectly out of such termination and cancellation.

13. This Agreement shall enure to the benefit of and be binding upon the parties, their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF the Parties hereto have caused these presents to be executed on _____, 2017.

THE CORPORATE SEAL OF THE TOWN OF OLIVER
was hereunto affixed in the presence of:

Corporate Officer)
SIGNED, SEALED AND DELIVERED by (name of)
(applicant) in the presence of:)
)
)
)
)

Signature of Witness)
)

Name of Witness (Print)) Authorized Signatory,
(name of applicant)
)
)

Address of Witness)
)