

Park Use Permit Application

For community events, competitions, festivals as well as any commercial or not-for-profit use of Cumberland Lake Park. Please complete the applicable sections of this application and submit it to executivedirector@clws.ca four weeks prior to your event.

Application Requirements

- Submission of a Park Use Permit application and payment of required fees
- Submission of a signed waiver and agreement to comply with terms and conditions of this application
- Submission of comprehensive general liability insurance. Please use the Insurance Requirements Matrix tool to determine the amount of insurance coverage required, if any. If insurance is required, the 'Village of Cumberland' (2673 Dunsmuir Ave PO Box 340, Cumberland BC, V0R1S0, 250-336-2291) and 'Cumberland Lake Park Society' (1100 Comox Lake Road Po Box 1389, Cumberland BC, V0R1S0, 250-702-8833) must BOTH be named as an additional insured on your policy.
- Any additional documentation as requested by Lake Park Society

Event or Program Information

Event Name: _____

Event Dates/Times: _____

Set up Dates/Times: _____

Tear Down Dates/Times: _____

Approximate number of days per year the program will operate:

- 1 to 15 days a year
- 16 to 49 times a year
- 50 to 99 times a year
- 100+ times a year

Is this a rental service? ___ Yes ___ No

Event Type (*see Application Manual for definitions*)

___ Commercial Event, ___ Commercial Business, ___ Not for Profit, ___ Private, ___ Other

Estimated Attendance per event or program _____

Event or program details:

Further details and proposed activities

Does the proposed event or activity align with our mission (create wonder and connection through outdoor experiences) and/or vision (inclusive community hub for outdoor education and adventure)?

- No
- Yes, please describe

Please check which LPS values this event/activity aligns with?

- Community (social connection)
- Accessibility & Inclusivity
- Outdoor Education/Appreciation/Participation
- Ecological sustainability
- Reconciliation

Please elaborate below:

Applicant Info

Contact Name: _____

Phone: _____ Alternate Phone: _____

Email: _____

Organization / Company Name: _____

Address: _____

_____ Postal Code: _____

Phone: _____

Email: _____

Website: _____

On Site Contact Name (if different): _____

Phone: _____ Alternate Phone: _____

Email: _____

Requested Venues or Permits

Group Site

Main Beach Picnic Shelter

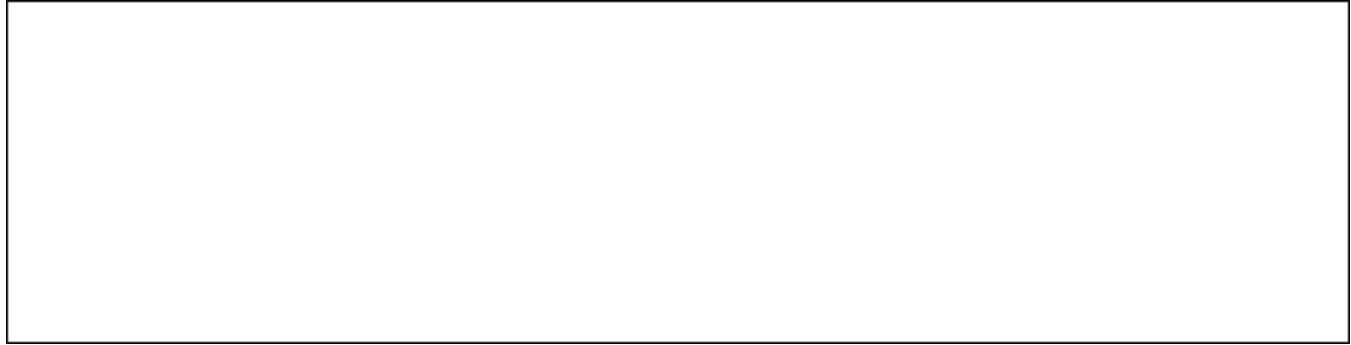
Main Park

General Use Park Use Permit (for instruction, education, training, guiding etc in park)

Services/Equipment

Power/Water

➤ The park has limited access to power and water. Please detail power and water needs here:

**Structures**

- The staking of tents or other structures in various areas is prohibited due to the presence of underground irrigation and electrical lines. Any damages caused to underground utilities will be the responsibility of the permit holder.

Garbage Disposal

- The park and trails must be left clean and all garbage must be bagged and removed immediately following the event.

Traffic Management

- The applicant is responsible for managing event related vehicle traffic around the park including monitoring parking lots, using volunteer or paid parking attendants, moving barricades and cones and ensuring participants do not block or obstruct flow of traffic.

Washroom Facilities

- The applicant must provide additional temporary restroom facilities at special event sites (one per every 100 participants).

Liquor Licensing and Permits

- If alcohol is being served at the event, a valid special occasion liquor license is required.

Terms and Conditions

By the signature of the applicant or the applicant's authorized signatory below, the applicant agrees to the following terms and conditions.

NAME OF APPLICANT: _____

1. Approval is contingent upon the activity aligning with LPS's vision, mission and values (while not repeating activities/events/programs that are already being offered).
2. Approval of this application shall not be construed as permission to hold an annual event, future events will also require approval of LPS. All permits are reviewed annually.
3. Future applications will be considered based on the past performance of the applicant at Lake Park, including, but not limited to: **prompt payment, respectful communication, stewardship of the physical space, community feedback, community contribution and alignment with LPS mission/vision/values.**
4. The Applicant must arrange for Emergency Services to be on site during the event, if applicable.
5. The Applicant must arrange for necessary approvals from the RCMP, if applicable.
6. That Applicant must ensure adequate parking or arrange an alternate location for parking.
7. If the washrooms available are not adequate to accommodate the number of attendees, the Applicant must provide sufficient portable toilets for the number of estimated attendees.
8. The Applicant must obtain a Food Permit from Island Health, if applicable.
9. A valid liquor license and confirmation that Liquor Liability is included in the insurance coverage must be submitted, if applicable.
10. The Applicant will ensure that all clean-up has been completed and that the park(s) and/or facility are returned to its pre-event state upon completion of the event.
11. The Applicant understands that Cumberland Lake Park is closed Sep 30th to May 1st and that the only facilities available during this time are the pit toilets and no running water or power.
12. The Applicant understands that no park security is provided for Applicant assets.

PAYMENT AND CANCELLATION POLICY

13. Full payment is required at the time of permit issue.
14. Lake Park Society staff must receive written notice of cancellation at least 14 days prior to the event for a refund of fees minus \$10.
15. Events cancelled with less than 14 days prior to the event will not receive a refund.
16. There are no refunds due to poor weather conditions.

Authorized Signatory of Permit Holder

Date

Witness Name

Date

Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement

I, authorized signatory of the permit holder, agree that the permit holder will indemnify and save harmless the Lake Park Society, its officers, employees and volunteers, (herein called "The Releasee") from and against any and all claims whatsoever, including all damages, liabilities, expenses, costs, including legal or other fees, incurred in respect of any such claims or any actions or proceedings brought thereon arising directly or indirectly from or in connection with my use of the Cumberland Lake Park, (Herein called the "Premises").

On behalf of the permit holder, I release the Releasee from any and all claims including damages, liabilities, expenses, costs, including legal or other fees that I now have or may have in the future including claims of negligence or gross negligence by the Releasee, or any of them, breach of contract, such duty of care owed under either common law or statute, including any applicable occupiers liability legislation arising out of my use of the premises.

On behalf of the permit holder, I agree that none of the Releasee have made any warranties or representations respecting the suitability or condition of the premises.

On behalf of the permit holder, I declare that I have read, understood and the permit holder agree to terms and conditions of this permit and to this release.

Authorized Signatory of Permit Holder

Date

Witness Name

Date

Schedule A: Fees

Fee Summary

1. "Not-for-profit event" means an event or programming organized by a not-for-profit organization or registered society and includes public funerals.
2. "Private event" means an event that is not open to the public and includes but is not limited to a funeral, a wedding, an event to celebrate a wedding, anniversary, and a birthday, a block party and a neighbourhood picnic. A private event in the park may not have exclusive use of the park.
3. "Commercial event" means an event organized by a business for a for-profit purpose and an event organized by a political organization.
4. "Commercial business" means a commercial business providing **personal** services including guided use, instructional, programming, etc.

Park Location	Not-for-Profit	Private Event	Commercial Event / Business
Main Beach Picnic Shelter	\$50/day \$25/half day	\$80/day \$50/half day	\$150/day \$75/half day
*Picnic Shelter B	\$50/day \$25/half day	\$80/day \$50/half day	\$150/day \$75/half day
Group Site	\$100/day/overnight	\$200/day/overnight	\$325/day/overnight
**Special event use of park or beach (non-exclusive use)	\$100/day \$25/hour	\$25/hour	\$500/day
Occasional Programming (max 15 days a year)	\$15 single event or \$50 a year	\$30 single event or \$100 a year	\$30 single event or \$100 a year
Intermediate Programming (16-49 days a year)	\$100/year	n/a	\$250/year
Intensive Programming (50-99 days a year)	\$250/year	n/a	\$500/year
Ongoing Programming (100+ days a year)	\$750/year	n/a	\$1500/year

Rental services	10% total revenues	n/a	20% total revenues
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During the operating season, Picnic Shelter B is not available

During the operating season, campsites are not included as part of the Main Park

During the operating season, commercial use of the group site is not permitted