



DIOCESE OF VICTORIA FACILITY LICENCE AGREEMENT



Schedule "A" DETAILS FORM

This form is part of the legally binding agreement and must be completed accurately. This form consists of 2 pages. Please ensure all items on the form are filled out.

Licensors:

Parish or School

Address: _____

Street

City

Province

Postal Code

Phone: _____ Fax: _____ Email: _____

Name of Contact Person: _____

Facility to be Rented:

(ex: gym, hall, field, etc.)

Licensee:

Name of Organization/Individual

Address: _____

Street

City

Province

Postal code

Phone: _____ Fax: _____ Email: _____

Name of Individual Responsible: _____

Phone: _____ Cell Phone: _____

Event Details

Date(s) of Event: _____ Time of Event: From _____ To _____



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Type and Purpose of Event: _____

Ages of Group Involved: _____

Number of Attendees: _____ *Not to be exceeded without approval by the Licensor.

Cost and Deposit

Rental Cost: \$ _____

Deposit: \$ _____

Liability Insurance

Liability Insurance is mandatory for all events. Events serving alcohol require a minimum of \$2 million insurance liability.

Insurance may be purchased from CapriCMW Insurance at <https://apex.insurecert.com/> or you may provide us with a copy of your own insurance policy naming the Bishop of Victoria as additional insured.

Proof of Liability Insurance Yes No

Additional Insured Yes No

Policy # _____

For office use only

Payments:

Deposit: \$ _____ Date Due: _____ Date Paid: _____

Rental: \$ _____ Date Due: _____ Date Paid: _____

Deposit Returned: \$ _____ Date Returned: _____ Cheque # _____



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This Agreement is dated for reference the ____ day of _____, 20 ____.

BETWEEN:

Name of Parish/School

Address Line 1

Address Line 2

(the “Licensor”)

An unincorporated body acting under the governance and control of

The Bishop of Victoria, Corporation Sole
4044 Nelthorpe Street
Victoria, British Columbia V8X 2A1

Which also operates as the **Diocese of Victoria** and **The Catholic Independent Schools of the Diocese of Victoria**

(the “Principal”)

AND:

Name of Organization/Individual

Address Line 1

Address Line 2

(the “Licensee”)

WHEREAS:

- A. The Principal is the legal owner of the facility to be rented (the “Facility”) as described in Schedule “A” Details Form attached to this Agreement (the “Details Form”);
- B. The Principal has granted the Licensor the right to use the Facility under the governance of the Principal and the right to license the use of the Facility to others for temporary events in exchange for consideration;



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- C. According to the law of agency, the Principal has granted the Licensor the power to contract this Agreement on the Principal's behalf; and
- D. The Licensee wishes to contract with the Principal through the Licensor for use of the Facility for the event as described in the Details Form (the "Event").

NOW THEREFORE this Agreement witnesses that in consideration for the use of the Facility and the promises exchanged and contained herein, the Licensor and Licensee agree as follows:

TERMS AND CONDITIONS OF FACILITY LICENCE AGREEMENT

Condition Precedent

1. It is a condition precedent to the rights and obligations contained in this Agreement that the Licensee:
 - a. Sign and return one copy of this Agreement to the Licensor; and
 - b. Provide to the Licensor the deposit as set out in the Details Form (the "Deposit").
2. Until the Licensor has met the condition described in the above clause 1, this Agreement shall be of no force and effect.

Documents Forming the Agreement

3. The Licensor and Licensee agree that the attached Schedule "A" Details Form shall form part of this Agreement and that the Licensor and Licensee shall be bound by the terms, conditions, covenants, and representations therein.
4. The Licensor and the Licensee agree that the attached Schedule "B" Additional Terms and Conditions Governing the Use of the Facility shall form a part of this Agreement and that the Licensor and Licensee shall be bound by the terms, conditions, covenants, and representations therein.

License to Use Facility

5. The Licensee shall pay to the Licensor, in addition to the Deposit, the rental cost as set out in the Details Form.
6. The Licensor shall permit the Licensee to use the Facility for the Event held for the purposes set out in the Details Form (the "Event Purposes") and for the time set out in the Details Form, which time is inclusive of the time it may take the Licensee to set up and clean up the Event.
7. The Licensee shall not use the Facility for any purpose other than for the Event held in accordance with the Event Purposes.



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8. The Licensee shall not permit participants in the Event (“Event Participants”), whether minors or not, to use areas other than the Facility which are under the Licensor’s operation (“Other Areas”).

No Assignment

9. The Licensee shall have no right to assign or transfer the Licensee’s rights or obligations under this Agreement to any other person.

Cancellation

10. The Licensee may cancel this Agreement on 30 days’ notice to the Licensor. If the Licensee cancels this Agreement within 30 days’ notice, the Licensor shall return the Deposit and any other money paid from the Licensee to the Licensor according to this Agreement. If the Licensee cancels this Agreement with less than 30 days’ notice, the Licensor shall keep the Deposit and the Licensee shall have no right to recover the Deposit from the Licensor, however, the Licensor shall return to the Licensee any other money paid from the Licensee to the Licensor according to this Agreement.
11. The Licensor may cancel this Agreement at any time, with or without cause, and for any reason whatsoever, and in the event of such cancellation by the Licensor, the Licensor shall return the full Deposit and any other money paid from the Licensee to the Licensor according to this Agreement to the Licensee. The Licensee shall have no further right of cause or claim against the Licensor or against the Principal for any damage or reimbursement caused by such cancellation by the Licensor.
12. The Licensee acknowledges that the Licensor is under the control and governance of the Principal and that the Principal may, at discretion, require the Licensor to cancel this Agreement pursuant to the above clause 11.

Facility Used at Licensee’s Risk

13. The Licensee assumes all risk associated with the Licensee’s use of the Facility during the Event.
14. The Licensee shall be responsible for any damage, loss, or injury caused to the Facility or any other property or any person by the Licensee or its servants, employees, agents, or the Event Participants and the Licensor and the Principal shall not be responsible for any such damage, loss, or injury.
15. The Licensor shall not be responsible for any injury, accident, death, property loss or damage, loss of physical or mental enjoyment, expenses, cost, or inconvenience directly or indirectly caused to any Event Participant or any other person arising from the Licensee’s use or occupation of the Facility or the Facility’s condition whether arising from breach of contract, negligence, misrepresentation, or otherwise.

Use of Electrical Panels and Loudspeakers

16. The Licensee shall not permit any connection to an electrical panel in or around the Facility to be made without the prior authorization of the Licensor.



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17. The Licensee shall not permit the use of outdoor loudspeakers in or around the Facility without the prior authorization of the Licensor.

Supervision

18. The Licensee makes no representation that the Facility is without risk to minors, despite the fact that minors may be permitted in or around the Facility.

19. If the Event involves minors, the Licensee shall provide adequate adult supervision for each minor.

Use of Substances

20. The Licensee shall not permit Event Participants to consume alcohol in or around the Facility unless the Licensee has obtained the required liquor licenses required to legally serve alcohol at the Event according to the law of British Columbia, which liquor license the Licensee shall produce for the Licensor at the Licensor's request.

21. The Licensee shall not permit Event Participants to smoke in any indoor area of the Facility.

22. The Licensee shall not permit Event Participants to use cannabis in or around the Facility, either indoors or outdoors.

Conduct

23. The Licensee shall ensure that Event Participants act in a proper and reasonable manner while using the Facility and do not create a nuisance to occupants of neighbouring properties.

24. The Licensee shall ensure that Event Participants act in accordance with the terms of this Agreement and otherwise comply with the obligations of the Licensee under this Agreement (except as to the payment of fees) as if the Event Participants were named as the Licensee.

25. The Licensee shall be responsible for any and all acts of Event participants during the Event.

Insurance

26. Licensor shall have the right to require the Licensee to bind insurance on such terms and for such amounts and covering such events or casualties as the Licensor, in its reasonable discretion, may require.

27. The Licensee shall do our cause to be done all acts as may be reasonably required to bind the insurance as described in the above clause 26.



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Clean Up, Damage and Repairs

28. The Licensee acknowledges and agrees that it is using the Facility on an “as is” basis and that the Licensor and the Principal shall not be responsible to repair or in any way address any defects in the Facility existing prior to the Event to accommodate the Licensee’s use of the Facility.
29. The Licensee shall ensure the Facility is returned to the same state of cleanliness and order it was in prior to the Event or shall pay the Licensor for any clean-up costs required to return the Facility to the same state of cleanliness and order prior to the Event.
30. The Licensee shall be responsible for the safe care and custody of the Facility and all the property contained therein during the Event and shall pay to the Licensor, or the Principal if so directed by the Principal, the reasonable repair or replacement costs for any loss or damages to the Facility or property contained therein that occurs during the Event, excepting loss or damages caused by the Licensor or the Principal or their respective servants, employees, and agents and excepting reasonable wear and tear to the Facility or the property contained therein.
31. The Licensee shall be responsible for and shall pay the Licensor, or the Principal if so directed by the Principal, for any loss or damages to Other Areas where such loss or damages were caused by the Licensee, its servants, employees, agents, or Event Participants.
32. The Licensor shall retain the Deposit for 48 hours following the end of the Event and during such 48-hour period the Licensor shall inspect the Facility, the property contained therein, and Other Areas for any clean-up costs, losses, and damages. The Licensor shall deduct from the Deposit any cost of clean-up, repair, or replacement for losses or damages exceeding reasonable wear and tear and shall return the balance of the Deposit to the Licensee at the end of the 48-hour period or after the completion of the required clean-up, repairs of replacements, whichever is later. If the cost of such clean-up, repair, or replacement is in excess of the Deposit, the Licensee shall pay the additional costs to the Licensor or to the Principal directly if so directed by the Principal.

Indemnifications

33. The Licensee shall indemnify and save harmless the Licensor and the Principal and their respective servants, employees, and agents, from any and all injury, damages, actions, causes of action, claims, and demands of whatever nature which may result from or be brought by reason of any act or neglect of the Licensee or the Licensee’s servants, employees, or agents, the Event Participants, or on account of any damage to any property or equipment of the Licensor or the Principal, or in connection with any loss, damage, or injury in any manner based upon, arising out of, or incidental to the use of the Facility by the Licensee.
34. If the Licensee plays music or displays any performance or art at the Event, the Licensee represents to the Licensor that the Licensee shall comply with all applicable intellectual property laws of Canada and shall indemnify and save harmless the Licensor and the Principal and their respective servants, employees, and agents from any action or collection of royalties arising from the Licensee’s breach of any such intellectual property laws.



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Limitation of Liability

35. If the Licensee or its servants, employees, agents, or Event Participants has a claim of any kind against the Licensor or the Principal arising from this Agreement or the use of the Facility, the Licensee agrees that the maximum liability of the Licensor and the Principal shall be limited to the money the Licensee paid under this Agreement.

General

36. The Licensee shall follow and abide by the reasonable direction of the Licensor for the use of the Facility.

37. The Licensor and the Principal shall give any notice required under this Agreement to the Licensee by mailing written notice to the address provided by the Licensee in the Details Form or by phoning and speaking to the contact person for the Licensee named in the Details Form at the phone number provided in the Details Form.

38. The Licensee shall give any notice required under this Agreement to the Licensor by mailing written notice to the address provided by the Licensor in the Details Form or phoning and speaking to the contact person for the Licensor named in the Details Form at the phone number provided in the Details Form.

39. Time is of the essence in this Agreement.

40. This Agreement shall enure to the benefit of and be binding upon the respective legal representatives, heirs, and successors of the Licensor, the Licensee, and the Principal including any corporations who may in the future perform the same function, business, or operation as the Licensor, the Licensee, or the Principal.

IN WITNESSES whereof, the Licensor (both for itself and as agent for the Principal) and the Licensee hereunder sign their acceptance through their authorized representatives.

The Licensor

Signature: _____
Licensor's Representative

Date: _____

Print Name

The Licensee

Signature: _____
Licensee

Date: _____

Print Name



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Schedule "B" Additional Terms and Conditions Governing the Use of the Facility

Please attach regulations and procedures here.

This page will be facility specific.

In general these topics should be covered in detail:

1. Non Smoking
2. Equipment regulations
3. Decorating regulations
4. Kitchen usage and regulations
5. Supervision and behavior
6. Emergency contacts
7. Clean up Requirements
8. Access and locking up