

The Renter shall be responsible for compliance with the following facility rules and regulations:

1. The Renter may not sublet any portion of the space contracted for without the written permission of Peninsula Recreation.
2. The Renter shall be responsible to see that all persons attending the function(s) concerned shall adhere to the Panorama Recreation Code of Conduct and that the premises be left undamaged and in clean and tidy condition.
3. The Renter agrees to pay Peninsula Recreation the total cost for any damage to buildings, furnishings, equipment or grounds resulting in any manner whatsoever from the rental and use of the facilities and further agrees to bear the cost of replacing any missing items or equipment.
4. Notice of cancellation must be received ten (10) days prior to the event for facility room rentals or thirty (30) days prior for all other facility rentals, otherwise the Renter will be required to pay the full amount of the rental fee.
5. All requirements of any municipal bylaw or regulation, or any provincial or federal law or regulation shall be obeyed by all persons using Peninsula Recreation operated facilities, and such persons shall submit to, and obey all directions and orders of Peninsula Recreation management and staff.
6. Peninsula Recreation reserves the right to cancel or alter rentals should conditions arise that necessitate scheduling changes.
7. Invoices will not be issued. Please make payments payable to the Capital Regional District (CRD) as per payment schedule on contract. Failure to pay as per the agreed schedule may result in cancellation of remaining bookings.
8. NO SMOKING on the grounds or in the buildings at Panorama Recreation Centre, Greenglade Community Centre, Central Saanich Cultural Centre and North Saanich Middle School (CRD Clean Air Bylaw No. 1, 2014, Prov. of B.C. Tobacco Control Regulation 232/2007, Peninsula Recreation Commission Policy 01-2008).
9. Alcohol consumption is only permitted with proper approvals and permits, complying with all provincial and municipal regulations with respect to the dispensing and consumption of alcohol. All permits obtained must be displayed prominently at the rental event. Contravention may result in loss or cancellation of current and future bookings.
10. For functions at which food is to be prepared and/or consumed, it shall be the responsibility of the Renter to comply with the applicable requirements of the Public Health Act, remove all excess food and waste.
11. For functions for juvenile or minor groups, this agreement shall be concluded by two responsible adults or a recognized organization having authority over said group, and such adults or organization shall be responsible for maintaining proper supervision over the group while on the premises.
12. In the interest of protecting the personal privacy of patrons using Panorama facilities, the use of all camera phones and their similar units is prohibited in all change room areas. This includes locker rooms.
13. The Renter is responsible to provide their own first aid.
14. The Renter agrees that before commencing use of the premises, the Renter shall on each occasion before use inspect the premises and equipment and shall forthwith notify Peninsula Recreation of any condition that may render the premises or equipment unsafe for use. Equipment refers to that provided by the Commission and by the Renter or any other third party.
15. The Renter agrees that it will indemnify and save harmless the Capital Regional District (hereinafter collectively referred to as the CRD) and its officers, employees, servants, agents, successors, and assigns, School District #63 (for Greenglade School and North Saanich Middle School rentals only) 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 claim, or any cause or proceeding brought thereon arising directly or

indirectly from or in connection with the granting of this License and the use and occupation of the said premises, save that this Renter will be under no obligation to indemnify and save harmless the CRD against or in respect of any damages or judgment rendered against the CRD resulting from or arising out of any negligence or fault on the part of the CRD in connection with the maintenance or condition of the premises to the extent that the damage, loss or injury was caused or occasioned by the negligence of the CRD.

16. It is the responsibility of the Renter to obtain all required permits. This may include a "Permit for a Temporary Entertainment Installation" according to the Electrical Safety Regulation.(B.C. Reg. 487/95) (section 25). The Renter must provide copies of all permits to the Commission's representative no later than two (2) hours prior to the beginning of the event.
17. The Renter shall provide proof of Event Cancellation Insurance ten (10) days prior to the event date. Should the Renter choose not to purchase Event Cancellation Insurance, the Renter's signature on this contract shall be deemed a waiver releasing the Commission from any and all claims (both the Renter's and any third party's) arising from the interruption or cancellation of the event as per clause (B) above.
18. Renters must ensure that all persons attending are aware of and must adhere to any/all provincial health regulations outlined at [www.gov.bc.ca](http://www.gov.bc.ca).
19. Prior to the granting of this License, the Renter shall obtain and maintain comprehensive general liability insurance including, without limitation, coverage for the indemnity provided herein, or terms satisfactory to the CRD. The CRD shall be named as an additional insured.  
Such policy shall be written on a comprehensive basis with inclusive limits of not less than \$2,000,000.00 per occurrence, including \$2,000,000.00 for bodily injury and/or death to any one or more persons including voluntary medical payments and property damage, or such higher limits as the CRD may require from time to time. The policy shall contain a clause providing that the insurer will give the CRD thirty (30) days prior written notice for all in the event of cancellation or material change. The Renter shall provide the CRD with evidence of such insurance coverage in the form of any executed copy of a Certificate of Insurance in a form satisfactory to the CRD ten (10) days prior to the granting of this License, or will be subject to insurance fees as outlined by CRD insurance guidelines.
20. The Renter is aware that 3rd Party User Group insurance may not respond to COVID-19 related losses.