

Hall & Kitchen Facility Use Agreement – updated Oct 2025

1. The Contract Client must comply with all policies and bylaws set out by the Town of Oliver.
2. Fire Regulations expressly prohibit the use of candles or open flames in community facilities without written permission of the local Fire Department. It is the responsibility of the Contract Client to ensure such permission is received and returned to the Recreation Admin office prior to the event.
3. A Special Event Permit (SEP) must be obtained and posted within the facility if alcohol is to be consumed in the facility. A copy must be provided to the Recreation Facility Clerk prior to the event.
4. The Contract Client will inspect the facility immediately prior to use and advise the facility manager of any hazards or areas or concerns requiring maintenance.
5. The Contract Client accepts and will use the facilities and/or equipment at their own risk and agrees that the Town of Oliver and their respective officers, employees, servants, agents, heirs, successors and assigns (the “Municipalities”) have not made any warranties or representations respecting the suitability or condition of the facilities and/or equipment.
6. The Contract Client agrees to comply with Town of Oliver’s “Smoke Free Bylaw 1375”. See below excerpt from said bylaw:
 - a. *“Section 2.1 - No person may smoke:*
 - i. *In a public premises or public vehicle*
 - ii. *In, on or within 6 meters of a:*
 1. *Community Facility*
 2. *Outdoor public Space*
 3. *Park*
 4. *School Property*
 5. *Town Street when used as part of an outdoor public event to which the public has access as of right or by express or implied invitation*
 6. *within 6 meters of an entrance or exit to a public premise.*
 - b. *Section 2.2 – This Bylaw does not apply to:*
 - i. *A designated smoking area established for the purpose of an outdoor public event with the area being determined by and with the agreement of both the Town of Oliver and the event organizer*
 - ii. *Aboriginal cultural activity*

iii. *Carrying of lighted incense or other lighted smoking equipment used solely for ceremonial or religious purposes.”*

7. The Contract Client will obtain comprehensive general liability insurance covered all times and dates listed in this contract (not just “event day”). The Town of Oliver is to be listed as additional named insured. Such policy will be written on a comprehensive basis with inclusive limit of not less than two million (\$2,000,000.00) dollars per occurrence included two million (\$2,000,000.00) dollars for bodily injury. A copy of this policy will be provided to the Recreation Facilities Clerk prior to the event. Such insurance shall be maintained and provided at the sole expense of the Contract Client.
8. The Contract Client further agrees that it will indemnify and save harmless the Municipalities from and against any and all claims whatsoever, including personal injury, property damage, damages, liabilities, expenses, costs, including legal or other fees, incurred in respect of any such claims or any actions or proceedings brought therein arising directly or indirectly from or in connection with the use of the facilities, whether brought forward by the Contract Client, its guests, or any other third parties.
9. The Contract Client warrants and represents that if they execute this Agreement on behalf of a group or organization that the Contract Client has sufficient power, authority and capacity to bind the group or organization with their signature. The Contract Client further agrees to inform all responsible officials associated with the group or association of the terms of this Agreement.
10. CANCELLATION POLICY For Community Hall/Kitchen: Written notice of cancellation request is required no later than ninety (90) days prior to date of event for a full refund. If written notice of cancellation request is received less than ninety (90) days and more than thirty (30) days, 25% of the final invoice of all fees and charges on the contract will be retained. There are no refunds or credits provided for cancellation requested within thirty (30) days of event.
11. PAYMENT POLICY: The Contract Client agrees to pay all applicable fees and charges no later than thirty (30) days prior to date of event. If booking occurs within thirty (30) days of the event, payment of all applicable fees and charges is due at the time of booking. Alterations and additions to a booking are based on availability at the time of inquiry and will be added to the invoice and adhere to the above-mentioned payment regulations.

12. **DAMAGE DEPOSIT POLICY:** The Town of Oliver reserves the right to charge a damage deposit of \$500.00 per the Recreation Fees and Charges Bylaw 1426 to any booking of the Community Hall or Community Park that has potential for damage, loss, and/or extraordinary attention required to address the resulting condition of the facility(s). Following the event, if it is deemed by the Town of Oliver that no damage, loss, or excessive disorder was incurred to the facility or park, the damage deposit will be refunded. If the deposit is charged to a credit card, it will be refunded to the same credit card within 14 days of event. If the deposit is paid by Debit, cash or cheque, the Contract Contact agrees and understands that a refund will come in the way of a cheque from the Town of Oliver and can take up to 30 days to reach the Contract Contact. Occurrences that may result in the partial or total loss of damage deposit and/or restriction against future rental of facilities include, but are not limited to:
- a. The event violated one or more of the Town of Oliver's Bylaws
 - b. The event continued past the time stated in the contract
 - c. The event results in damage or loss to the building, surrounding area, and/or equipment
 - d. The event exceeded the prescribed occupancy limit
13. Unless by willful negligence or misconduct, the Town of Oliver is not responsible for the loss, damage or theft of any property of the Contract Client, their guests or third-party companies on site due to the Contract Client's event, in or around the facilities covered by this Agreement.
14. The Contract Client agrees that the facility (including equipment) under this Agreement will be vacated and left in the same condition as it was prior to the Contract Client's use. Clean up must be completed immediately following the event. Garbage must be placed into the appropriate collection bins. Food and beverage service must terminate no later than 12:00am, guests must depart no later than 12:30am and clean up must be completed by 1:00am without exception. The Contract Client is responsible to ensure the facility is secure and locked upon exit. Failure to do so, may result in loss of damage deposit, further fees and further litigation from the Town of Oliver for any loss or damage to unsecured spaces rented in this contract.
- a. Exterior Doors not secured or locked Fee - \$300+GST
 - b. Call out due to Renter Negligence Fee - \$300+GST
 - c. Maintenance/Cleaning Fee - \$50+GST per hour per employee used
15. The Contract Client is responsible for the payment of music royalties and further agrees to indemnify the Town of Oliver for any action resulting from breach of copyright laws by the Contract Client.

16. The Contract Client is responsible to ensure no person enters any part of the facility and/or lands other than what is specified in this contract and for the hours specified in this contract. The Town of Oliver reserves the right to eject any person or persons, who, in the opinion of the Town of Oliver is or are creating a disturbance, behaving in an inappropriate manner, or acting against local bylaws or property regulations. Town of Oliver staff guidance on these bylaws and property regulations is to be followed without exception.