

## APPLICANT INFORMATION

Name: \_\_\_\_\_ Organization/Business: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ Postal code: \_\_\_\_\_  
 Phone No: \_\_\_\_\_ Email: \_\_\_\_\_

Personal information you provide on this form is collected pursuant to section 26 of the *Freedom of Information and Protection of Privacy Act* and will only be used for the purpose of processing this application. Your personal information will not be released except in accordance with the *Freedom of Information and Protection of Privacy Act*.

## EVENT INFORMATION

Event Name: \_\_\_\_\_  
 Event Date (s): \_\_\_\_\_ Event Time: \_\_\_\_\_  
 Event Purpose/Description: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Setup Time: \_\_\_\_\_ Take Down Time: \_\_\_\_\_

On Site Contact Person: \_\_\_\_\_ Contact Number: \_\_\_\_\_

Event Type (check all that apply)  Free Community Event  Private, ticketed  Other: \_\_\_\_\_

Please check all that apply and include details: \_\_\_\_\_ No. of Expected Participants: \_\_\_\_\_

Entertainment: \_\_\_\_\_  Amplified Music: \_\_\_\_\_

Speeches: \_\_\_\_\_  Sponsor Signs/Banners: \_\_\_\_\_

Food: \_\_\_\_\_ Who is providing the food? \_\_\_\_\_

Liquor Sales: \_\_\_\_\_  Security: Paid \_\_\_\_\_ Volunteer \_\_\_\_\_

Electrical Required:  Yes  No Limited to 20amps.  Garbage Bins (Qty.): \_\_\_\_\_

Recycling Bins (Qty.): \_\_\_\_\_  Compost Bins (Qty.): \_\_\_\_\_

Additional Information: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

### Please include the following with your application:

Public Liability Insurance (see agreement) *ATTACHED (mandatory)*  Yes

Island Health Permit (see agreement) *ATTACHED (if applicable)*  Yes

Site Plan (see map enclosed) *ATTACHED (mandatory)*  Yes

Refundable Damage Deposit \$300 *ATTACHED (mandatory)*  Yes

Event Layout Map (see page 4) *ATTACHED (mandatory)*  Yes

Private Event Fee (TBA): \$ \_\_\_\_\_  Square Closure Fee (by DDBIA): \$75

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## WAIVER AND INDEMNITY CLAUSE

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The applicant accepts and will use City Square at its own risk and agrees that the Downtown Duncan BIA has made no warranties or representations respecting the suitability or condition of the premises. The applicant further agrees that it will indemnify and save harmless the Downtown Duncan BIA and the City of Duncan and its officers, employees, volunteers, agents, heirs, successors and assigns 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(s) or any action(s) or proceeding(s) brought thereon arising directly or indirectly from, or in connection with, the granting of this agreement and use of City Square.

The applicant agrees to conform to all Bylaws and Policies of the City of Duncan presently in force and to such special conditions, restrictions and regulations as contained in the City Square agreement. **The applicant must provide proof of liability insurance naming the Downtown Duncan Business Improvement Area Society and the City of Duncan as an additional insured party in the amount of two million (\$2,000,000) per occurrence.** The applicant further agrees to save the Downtown Duncan BIA and the City of Duncan harmless against all manner of actions, claims, debts, judgements, costs, and expenses of any kind whatsoever which may be made against the Downtown Duncan BIA and the City in consequence of, and incidental to, the granting of the use of City Square. \_\_\_\_\_

The applicant agrees to take responsibility and liability for all vendors, operators, participants and anyone in City Square during the event. The applicant agrees to save harmless the Downtown Duncan BIA and the City of Duncan for any activity of the vendors, operators or participants of the event. \_\_\_\_\_

I acknowledge that I have read and understood the terms and conditions of the Application agreement (pg. 3) and agree to comply with the terms and conditions. I understand this application does not constitute approval and all activities are subject to approval by the Downtown Duncan BIA.

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**APPLICANT SIGNATURE**

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**DATE**

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### OFFICE USE ONLY

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Date Received: \_\_\_\_\_

Application Status:  Approved  Approved w/ Conditions  Denied  Incomplete

Closure:  Full  Half (Square only)  No Closure      Closure by:  DDBIA Staff  Authorized Organizer (s)

Notes: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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Staff Covering Event: \_\_\_\_\_

Special Requests to the City: \_\_\_\_\_  
\_\_\_\_\_

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City Notification: \_\_\_\_\_

Merchants/Residents Notification: \_\_\_\_\_

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## CITY SQUARE SPECIAL EVENT APPLICATION AGREEMENT

1. The APPLICANT and the Downtown Duncan Business Improvement Area Society (DDBIA) agree as follows:
2. The applicant will be responsible for all lost or damaged articles.
3. The applicant will notify the Downtown Duncan BIA of cancellation at least five (5) days prior to the event. Otherwise, the applicant will be required to pay the full amount of the applicable rental fee, if any.
4. The DDBIA retains the right to refuse or cancel any application and/or request(s)
5. The applicant will not permit liquor on the premises, unless prior approval has been granted by the City of Duncan and the Downtown Duncan BIA and a valid liquor licence is in effect, and a copy of the liquor licence has been presented to the Downtown Duncan BIA.
6. It is the responsibility of the applicant to ensure City Square is in good condition (free from glass, obstructions, etc) before, during and after the event. If a hazard does exist, please notify the Downtown Duncan BIA at 250.715.1700.
7. The APPLICANT shall procure, at his own expense, the necessary insurance, provincial/municipal licences and all other permits as required for the purpose of carrying out the provisions of this contract (Please attach copies as required and applicable)
8. The APPLICANT will submit a refundable damage deposit in the amount of \$300 to the DDBIA before the event. If clean-up is satisfactory, please check your preferred option: DDBIA will shred the cheque \_\_\_ or APPLICANT will pick-up the cheque/cash \_\_\_\_.
9. The rental fee, if any, must be paid in full by the date outlined in the approval email. \_\_\_\_\_
10. Fees

	Application Fee	Damage Deposit	Rental Fee
Non-Profit/Community Event/Community Fundraiser	\$50 Will be returned after event, unless event is cancelled less than 5 days prior	\$300 Will be shredded (or picked up) if clean-up is satisfactory	N/A
Private/Ticketed Event	\$50 Will go towards total rental fee	\$300 Will be shredded (or picked up) if clean-up is satisfactory.	Jan 1 – Mar 31 \$100 Apr 1 – Oct 15 \$150 Oct 16 – Dec 31 \$200

11. Food concessionaires will prominently display their Island Health Authority Food Permit.
12. There will be no alcoholic beverages consumed, dispensed, or sold from any concession operating during the event without prior approval from the City of Duncan and the DDBIA.
13. All electrical requirements must be submitted at the time of application. **Service is limited to 20-amps;** please note electrical hook-up is limited.
14. Event set-up will take place in such a way as to keep access clear and minimum impact to all the businesses in the event area.
15. The APPLICANT will ensure that no activity or event will cause a nuisance to owners or occupiers or adjoining public or private property.
16. All music and activities must end by no later than 10:30 pm.
17. The APPLICANT will ensure all requests for extra garbage, recycling, and compost receptacles are submitted at the time of application.
18. If the APPLICANT is recruiting vendors for the event, Downtown merchants will be given right of first refusal at no cost, unless the food/product provider is not making any profit or all the profit is going to a local non-profit.
19. Bollards may be set up on a temporary basis by the APPLICANT to close off traffic to the event area if pre-approved by the DDBIA. Applicant is responsible for replacing the bollards as soon as possible thus ensuring there are no hazards. \_\_\_\_\_

CITY SQUARE MAP

