

HIGHLAND HERITAGE PARK SOCIETY RENTAL AGREEMENT

Caleb Pike Homestead
1589 Millstream Road
Victoria, B.C. V9B 6G4

Caretakers Phone: 250 474-7601
Email: calebp05@telus.net

APPLICANT INFORMATION

Name: _____

Address: _____ Postal Code: _____

Email: _____ Phone: _____

Alternate Contact: _____

Email: _____ Phone: _____

RENTAL DETAILS

Location(s):	Caleb Pike Heritage Park capacity 125 – full Facility Dairy only (serving kitchen)	Caleb Pike House capacity 50 – 2 hour minimum Schoolhouse capacity 50 – 2 hour minimum
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Date(s) of Rental: _____

Rental Start Time: _____ Rental End Time: _____

Please Note: Rental Start and End Time must include setup and clean up time

Type of Event: _____ Number of Participants: _____

Will there be alcohol at your event? Yes No

FEES

Days/Hours	Rental Fee
Additional Fees/Charges	
Security Deposit	
TOTAL	

Notes:

Security Deposit is 50% of the rental fee and may be withheld if the conditions of the agreement are not met.

All Rental Agreements are subject to the approval of the Board of Directors of the Highland Heritage Park Society.

Note:

- The Rental Fee includes access to the kitchen, kitchen equipment, and bathrooms.
- There will be additional charges if assistance with setting up and taking down of tables and chairs is required. Set up and take down of tables and chairs must be arranged with the Caretakers before the rental date.
- The kitchen is approved by Island Health as a serving kitchen only and is not fully equipped. Please bring necessary items like tablecloths, napkins, cutlery, and dishes.
- Wireless internet is available at the Schoolhouse. Flip charts or slide projectors are not provided.
- Due to the nature of Caleb Pike Heritage Park and its water supply, the Highland Heritage Park Society cannot guarantee an unlimited supply of running water during the summer months. Additionally, the grass and meadow, while mown, are not watered and may not be green during certain times of the year.

Confirmation

The rental is not confirmed until the Security Deposit and a signed Rental Agreement is received by the Caretakers. The remaining balance is due 30 days prior to the event. Payment can be made by cheque, cash, or e-Transfer to calebp05@telus.net.

Cancellation

A Notice of Cancellation must be received in writing to the Caretakers at least 30 days prior to the event/first day to receive a full refund minus a \$30 administration fee. No refunds will be provided for cancellations made within 30 days of the rental period.

The Caretakers, the Highland Heritage Park Society, or the District of Highlands each may cancel the event rental by providing the Applicant with reasonable notice, or no notice in the event of an emergency or other urgent circumstance, and the Applicant agrees that it shall not be entitled to any damages or compensation except return of the Security Deposit.

Insurance

All Applicants must obtain \$2,000,000 liability insurance. This can be completed through the Event Insurance Portal <https://miabc.eventpolicy.ca/>. Once completed the Caretaker will automatically receive a copy of the insurance document. Alternately, the Applicant can obtain insurance independently naming the District of Highlands and the Highland Heritage Park Society as additional insured. The Applicant must provide a copy to the Caretakers in advance of the rental period.

Safe Work

The Applicant shall ensure that all workers, as defined by the *Workers Compensation Act*, who the Applicant employs, or otherwise invites into Caleb Pike Heritage Park in connection with this Agreement, have full WorkSafe BC insurance coverage. The Applicant will ensure compliance with and conform to all applicable health and safety laws, standards, bylaws and regulations, including without limitation the *Workers Compensation Act*. The Applicant agrees it is the 'Prime Contractor' for the purposes of the *Workers Compensation Act*, and pursuant regulations, in relation to all work conducted in Caleb Pike Heritage Park in connection with the Applicant's rental.

Indemnity & Release

The Applicant shall release, indemnify and hold harmless the Highland Heritage Park Society and the District of Highlands, including their elected and appointed officials, employees, contractors, and agents, from and against all claims, losses, damages, costs, expenses (including legal fees and disbursements), liabilities, actions, and proceedings in any way connected with this Agreement or the use of Caleb Pike Heritage Park by the Applicant, including without limitation the Applicant's invitees. This includes any personal injury or death, property damage or loss, or other damages arising from any act or omission by the Applicant, its guests, employees, invitees, or agents, in connection with this Agreement, including without limitation the performance or breach of this Agreement. The Applicant's obligation to indemnify does not limit or affect any other rights or remedies the Highland Heritage Park Society or the District of Highlands may have against the Applicant regarding the performance or breach of this Agreement.

GENERAL TERMS AND CONDITIONS

The Applicant **must be on premises for the full duration** of the rental and ensure that all conditions are met. All individuals must conduct themselves in an orderly manner.

The Facility must be vacated at the time specified in this rental Agreement. Failure to do so will result in the retention of the Security Deposit.

The Security Deposit will only be returned provided all conditions of this Agreement are met.

The obligations of the Applicant shall survive the termination of this Agreement including, without limiting the generality of the foregoing, the release and indemnity provided by this Agreement.

The Applicant acknowledges and agrees that it has had the opportunity to obtain independent legal advice regarding this Agreement.

Despite the use of the term "rental" in this Agreement, the parties acknowledge and agree that in substance the Agreement is a licence agreement. The Applicant acknowledges and agrees that this Agreement creates a non-exclusive contractual licence only and nothing in this Agreement creates any leasehold or other property right or interest in any part of Caleb Pike Heritage Park.

1. Sound/Noise

Caleb Pike Heritage Park is situated in a residential neighbourhood. Any noise that disturbs the peace, comfort, or convenience of others including playing any sound device loudly enough to disturb others is prohibited under District of Highlands Bylaw 961, whether on private or public property. Violations may result in a fine of up to \$500, which shall be paid by the Applicant. Please keep noise to a bare minimum after 10 PM.

The Applicant agrees to comply with the requests of the Caretakers, their substitutes, and the board members of the Highland Heritage Park Society to minimize any unnecessary noise or disturbance.

2. Cleaning Requirements

The Applicant is responsible for ensuring the cleaning requirements are met. Failure to do so will result in additional cleaning costs being recovered from the Security Deposit.

The Applicant agrees to:

- Clean the interior of any rented building, including sweeping the floors
- Wipe down all kitchen surfaces, clean and put away dishes if used
- Remove decorations or special equipment from the Caleb Pike House and/or the Schoolhouse as applicable before vacating, unless other arrangements are specified in this Agreement
- Supply garbage containers and remove all waste from the Facility

3. Alcohol

Alcoholic beverages are not permitted without the prior approval of the Highland Heritage Park Society. If permitted, a Special Event Permit must be obtained, with a copy provided to the Caretakers, and displayed throughout the rental period. You can obtain the permit, along with detailed requirements and responsibilities, online at this link <https://justice.gov.bc.ca/lcrb/sep>.

4. Alterations

Caleb Pike Heritage Park is a designated heritage site, so any rental activities must not damage or alter any heritage features, including the Caleb Pike House, the Schoolhouse, the Teacherage, the Dairy (kitchen), or the heritage orchard.

Alterations in any way may not be undertaken without prior consent of the Highland Heritage Park Society.

The Applicant must request permission to temporarily alter any aspect of the grounds and buildings at least two weeks in advance of the rental date, including but not limited to:

- Erecting tents, pavilions, or signs
- Staking items into the ground
- Use of staples, nails, screws or other hardware

5. Prohibited

The following activities/items are prohibited:

- Climbing, swinging from, or picking fruit from the trees under any circumstances.
- Smoking anywhere on Caleb Pike Heritage Park grounds or in buildings.
- Use of confetti, glitter, or rice
- Use of inflatables or other props such as bouncy castles
- Any illegal or unlawful purpose or activity

6. Damage

Prior to use of the Facility, the Applicant will inspect it to ensure it is in good repair and meets all requirements for the intended use, without any defects or deficiencies that could cause injury. The Applicant accepts Caleb Pike Heritage Park, including without limitation the rental area, "as is" and acknowledges no representations or warranties have been made to it concerning Caleb Pike Heritage Park including, without limitation, the suitability of Caleb Pike Heritage Park for the intended use.

If the Applicant chooses to use the Facility, they will be responsible for the safety of all users. Upon completion, the Applicant must inspect the Facility again and ensure it is left in a safe and clean condition for others.

The Applicant agrees to report any defects in or at the Facility immediately to the Caretakers. The Applicant agrees to cover and promptly pay the full cost of any damage or loss to the buildings, grounds, furnishings, or equipment resulting from their use of Caleb Pike Heritage Park. This may include the cost of specialized labor to maintain heritage designation standards.

Any damage to the Facility will be deducted from the Security Deposit. If the costs exceed the Security Deposit, the Applicant will be responsible for the additional charges.

I, the Applicant, hereby certify that I have read and agree to all the terms and conditions of this Agreement.

Name

Signature

Date

Highland Heritage Park Society Caretaker

Signature

Date

Notice of Collection of Personal Information

Personal information collected on this form is collected for the purpose of processing this rental agreement and for administration and enforcement. The personal information is collected under the authority of the *Personal Information Protection Act*. If you have any questions about this collection, contact the Highland Heritage Park Society Caretakers at 1589 Millstream Road, Victoria BC V9B 6G4, Phone: 250-474-7601 Email: calebp05@telus.net