



## TOWN OF ANNAPOLIS ROYAL FACILITY USAGE AGREEMENT FOR AMPHITHEATRE

<b>NAME OF USER</b>		
<b>EVENT / ACTIVITY</b>		
<b>DATES OF EVENT /ACTIVITY</b>		
<b>TIMES</b>	FROM:	TO:

### Representative of User

The Representative signatory to this usage agreement represents that they are authorized to sign this agreement on behalf the User and as such has the authority to legally bind the User to the terms of this agreement.

<b>NAME AND POSITION HELD</b>	
<b>ADDRESS</b>	
<b>PHONE NUMBER</b>	
<b>EMAIL ADDRESS</b>	

<b>POWER REQUIRED:</b>	YES <input type="checkbox"/>	NO <input type="checkbox"/>
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<b>DETAILS OF THE EVENT:</b>	
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**TO BE COMPLETED BY THE TOWN**

The Town carries low-risk insurance that will cover most events. However, depending on usage a specific certificate of insurance may be required, please attach a copy of the User's certificate of insurance.

Certificate of insurance required by users:

YES

NO

Copy of User's Certificate of Insurance attached:

YES

NO

Print name: \_\_\_\_\_ Position: \_\_\_\_\_

Signature for the Town: \_\_\_\_\_ Date: \_\_\_\_\_

**TO BE COMPLETED BY THE APPLICANT**

Print name: \_\_\_\_\_ Organization: \_\_\_\_\_

Signature for the User: \_\_\_\_\_ Date: \_\_\_\_\_

**User Agreements**

In consideration of the use of the Oqwa'titek, the User through its designated signatory to the agreement agrees that:

- The User is liable to the Town for any damage caused to the facility and related property.
- The Town is not liable for any injury, loss or damage to a representative, employee, participant, spectator, or any other individual associated with the event for any reason whatsoever during the use of the premises by the User, which injury, loss or damage is wholly and solely the responsibility of the User.
- The User agrees and undertakes to indemnify the Town for any and all actions, causes of action, claims or demands made by any person by reason of any damage or loss of whatever type or nature which heretofore has been or hereafter may be sustained in consequence of the User's use of the Amphitheatre, including but not limited to, personal injury or property damage. Further, should any action, claim or demand be made which causes the participation of the Town, either directly or indirectly, then the User does hereby undertake to indemnify and save harmless and to keep indemnified the town for any and all costs associated with such matters.
- The User and all participants will adhere to all applicable Terms and Conditions printed below.

**TERMS AND CONDITIONS**

1. Approval for the use of the Amphitheatre must be provided by the Town via this agreement.
2. Activities must be under the direct supervision of the User or its employees, agents or other appointed person(s) deemed to be responsible for the usage of the Amphitheatre during this agreement.
3. Alcohol (unless approved as per below), drugs and/or smoking will not be permitted on the premises. Notwithstanding any approval provided by the Town, the User is wholly and solely responsible for the monitoring of such alcohol use and any actions arising therefore.
4. If the User wishes to have alcohol at an event, permission must first be obtained from the Town and a special events liquor license must be obtained from the Province and a copy provided to the Town. All requirements as outlined by the issuing of the liquor license must be strictly adhered to.
5. All individuals or groups using the Amphitheatre will be responsible for ALL damages which occur during their activity and must immediately report the damage or incident to Public Works for the Town of Annapolis Royal at (902) 532- 5192.
6. All users are responsible to arrange for proper cleanup of the Amphitheatre following their event to be completed within two (2) hours of the conclusion of the events. Failure to do so will result in the Town arranging for such cleaning and sending the account for such services to the User for payment.

Each signatory to this agreement represent that they are authorized to sign this agreement on behalf of their respective party and as such have the authority to legally bind the Town and the User to the terms of this agreement. Each party acknowledges they have read and understood the above terms and conditions and agree to be bound thereto.

Print name: \_\_\_\_\_ Position: \_\_\_\_\_

Signature for the Town: \_\_\_\_\_ Date: \_\_\_\_\_

**TO BE COMPLETED BY THE APPLICANT**

Print name: \_\_\_\_\_ Organization: \_\_\_\_\_

Signature for the User: \_\_\_\_\_ Date: \_\_\_\_\_