

TERMS & CONDITIONS

USE OF PICNIC SHELTERS, PCT STAGE AND GENERAL PARK AREA

1. RENTAL CONTRACT/CONSENT OF USE

- 1.1. Authorized User must be an adult. Proof in the form of picture I.D. is required upon booking.
- 1.2. Payment (if applicable) must be received in full at time of booking. Rental/Consent will be secured when the signed Rental Contract/Consent of Use document, waiver, and Terms and Conditions have been received (due within 7 days of booking).
- 1.3. Hours of use and maximum capacity of users, according to the fees bylaw and levied on the Rental Contract/ Consent of Use document, must be adhered to.
- 1.4. Although notification on renter's behalf will be posted at the designated rental area (stage/picnic shelters only), authorized user must have Rental Contract/Consent of Use document with them at all times as proof of reservation/consent. For assistance in case of a dispute with another user during the rental, please call Parks Caretaker 604-218-3387.
- 1.5. The general park area permission does not guarantee exclusive use of a specific space. If the area you wish to use is being used by other park users, we request that you find a suitable alternate spot.
- 1.6. The Rocky Point Pier, the gazebo at the entrance to the pier, and the boardwalks around the park are key public access areas and therefore are not available for private use.
- 1.7. Wedding ceremonies are to be conducted on the stage only.
- 1.8. Users to obey all posted Parks signage.

2. REFUNDS & CANCELLATIONS

- 2.1. Full refund less an administrative charge (10% of total rental cost) for cancellations made in writing at least 14 days prior to the booking. Rental will not be transferred or refunded due to rain or inclement weather.
- 2.2. The City of Port Moody may cancel a rental/consent to accommodate for City functions, maintenance, or other undetermined events. In the event of a cancellation by the City, a minimum of two weeks' notice will be provided. In extreme unforeseen cases, the City may cancel with no advance notice (for example in an emergency situation). In the event that the City must cancel the renter will be reimbursed for the rental cost of that day.

3. LIABILITY & INDEMNITY

3.1. The user agrees and covenants to protect and indemnify the City:

3.1.1. In respect of any and all claims of any kind whatsoever arising out of any act or omission of the User or of any agent or employee of the User or arising out of or resulting from the use of the Site;

3.1.2. From all or any loss or damage to the Site or to any property of the City used in conjunction with the Site.

3.2. The City of Port Moody assumes no responsibility for lost or stolen property, property damage or injuries during the activities authorized by this agreement. Persons using City building, grounds or equipment do so at their own risk.

3.3. Special Events will be required to have at least a \$2M insurance certificate, naming the City of Port Moody as third party insured.

4. ALLOWED

4.1. For picnic shelters, popup tent awnings (10'x10') and lawn chairs are allowed adjacent to picnic shelter. One tent per side of shelter rented.

4.2. Barbeques are permitted in the picnic/open park areas only, unless a Fire Ban has been issued by the Fire Chief. The City does not provide barbeques at any park or picnic area. Portable barbeques must not be used on the wooden picnic tables. Used charcoal briquettes must be placed into the charcoal bins provided, not into garbage receptacles.

4.3. Up to 10 chairs may be used adjacent to the stage for guests who cannot stand for the length of a wedding ceremony.

4.4. Up to two (2) 6' tables may be used in the general park area, if consent is requested.

4.5. Special events may be granted permission to use additional tent awnings, tables, etc.

5. PROHIBITED

5.1. Alcoholic beverages are not permitted in the Park.

5.2. Open fires and candles are prohibited in the Park.

5.3. Helium balloons are not permitted in the Park.

5.4. Vehicles and transport carts are not permitted on site in the Park at any time.

5.5. Amplification systems are not allowed (ie, megaphones; PA systems). Volume on radios, musical instruments, audio systems, etc., must not be operated in a distinctly and loudly audible manner as to unreasonably disturb the peace, quiet, and comfort of any person nearby.

5.6. Bouncy castles, toddler pools, farm animals, stakes in the ground (ie for games such as volleyball), etc., are not permitted on park grounds.

5.7. Structures indicating that the area is 'reserved' (fencing, etc.) are not permitted.

6. CLEANUP

- 6.1. The City of Port Moody has taken a leadership role in reducing solid waste throughout the city. To this end we would ask users of our facilities to assist with the goal of reducing packaging and not using unsustainable products such as Styrofoam cups and/or plates.
- 6.2. Users shall ensure all decorations are removed, areas used are cleaned and garbage deposited in trash containers after use. If leaving the park after 8:00pm, all extra garbage that does not fit in trash bins, must be removed by renter. Used charcoal briquettes must be placed into the charcoal bins provided, not into garbage receptacles.