



# LEASE AGREEMENT FOR THE VILLAGE OF FRASER LAKE MUNICIPAL PARKS

**Objective:** The Park Lease program is intended to support family functions and family activities on municipality owned property.

Lessee Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: (H) \_\_\_\_\_ (C) \_\_\_\_\_

Today's Date: \_\_\_\_\_  
MM/DD/YYYY

## Lease Location:

\_\_\_ White Swan Park Shelter – Electrical Outlets Required: Yes \_\_\_ No \_\_\_

\_\_\_ White Swan Park Stage and Sound Booth - Electrical Outlets Required: Yes \_\_\_ No \_\_\_

\_\_\_ White Swan Park Grass Area

\_\_\_ White Swan Park Beach Area

\_\_\_ White Swan Park Camp Ground

\_\_\_ Other Municipal Parks or Areas – Specify: \_\_\_\_\_

\_\_\_ Highway Ball Field #1

\_\_\_ Skate Park Ball Field #2

\_\_\_ Soccer Fields

Lease Dates: \_\_\_\_\_ Time: \_\_\_\_\_ to \_\_\_\_\_

Lease Reason/Use: \_\_\_\_\_

Lessee Signature: \_\_\_\_\_

Please submit well in advance of your planned event. The approval process may take up to two weeks for approval. Upon approval, a \$500 security deposit must be received to secure the rental.

## OFFICE USE ONLY

Approved: \_\_\_\_\_

Not Approved: \_\_\_\_\_

Signature: \_\_\_\_\_



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This agreement has been entered in to this \_\_\_\_\_ day of \_\_\_\_\_,

20\_\_\_\_\_, between the Village of Fraser Lake, Fraser Lake, BC; hereinafter referred to as

the Lessor, party of the first part, and \_\_\_\_\_;

hereinafter referred to as the Lessee, party of the second part.

In consideration of the rental, hereinafter agreed to be paid by the Lessee, the Lessor does hereby Lease to said Lessee certain facilities as defined below.

- 1. The Lessee agrees** that lands, buildings, and equipment which are made available under this agreement will be used strictly for the purpose as listed in this agreement.
- The Lessee agrees not to engage in or permit the premises to be used for any **unlawful or offensive purpose**, and agrees, in the use and occupancy of the premises, to abide by all regulations of the Lessor, local bylaws and Ordinances, and the laws of British Columbia and the Canadian Government.
- No person under the age of 19 years old shall be allowed at the Lease Location without adult supervision. **Adult supervision** will be provided by or the responsibility of the Lessee.
- Except where persons are overnight camping in designated campsites at the White Swan Park campground, it is **unlawful** for any alcoholic beverages to be consumed on the premises at any time.
- No open burning or fireworks** are allowed without the approval of the Lessor. Provincial or Municipal Fire Bans and Restrictions may apply and are the Lessee's responsibility to understand and adhere to.
- Any equipment supplied** by the Lessor (tables / chairs/ tents) must be set up and taken down by the Lessee. An additional fee up to \$250.00 will apply if the Lessor is required to set up and/or take down the equipment.
- Where attendance numbers require **additional outhouses** or other facilities to maintain site cleanliness, the cost of the additional outhouses will be the responsibility of the Lessee.
- When **weekend or after-hours service of washrooms or garbage pickup** is required, the costs associated with that service are the responsibility of the lessee.
- The Lessor strives to provide a safe environment in all our parks and facilities. Where a significant hazard is observed due to damaged equipment or a damaged structure, the Lessee will take **immediate steps to notify** the Lessor of the concern to allow correction or mitigation of the hazard.



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10. The driving of nails, tacks or other metal articles into the walls, wooden posts, or otherwise marring the property, is absolutely **prohibited**.
11. **The Lessee must pay** the cost to replace any equipment destroyed, stolen or abused.
12. Where damage occurs, the Lessor is to **report the damage** to the Village of Fraser Lake at the earliest opportunity.
13. The Lessee agrees to **maintain the premises** in clean, uncluttered condition during the term of the lease and to deliver up the premise in as good or better condition as at the beginning of the lease.
14. All the Lessee's equipment must be removed from the property **immediately** following the Lessee's activity.
15. Where damage or breakage occurs, or the property is not cleaned up to the satisfaction of the lessor, **the deposit** shall be applied to the total cost of repair or for proper cleaning. Necessary expenses exceeding the deposit will be borne by the Lessee and will be subject to reimbursement to the Lessor within 30 days following the termination of the lease.
16. The **Lessor will not be liable** for the loss of or damage to any article belonging to the Lessee or their party regardless of whether such loss or damage is due to the negligence of the Lessor, its' Officers, Agents or Employees. The Lessor will not be liable for any injuries to persons or property sustained as the result of anything done or not done by the Lessee.
17. The Lessee agrees to provide **proof of a \$2 million Special Event Liability Policy** in which the Village of Fraser Lake is listed as the Third-Party Insured. The lessee will indemnify the Lessor and save it harmless from all loss, liability, cost, damage, demand, attorney fees and expenses that the Lessor may incur or be held liable for, regardless of whether that liability developed through direct or indirect use and occupancy of the premises by the Lessee.
18. The Lessee agrees to **recognize and admit** any representative of the Village of Fraser Lake upon presentation of his or her credentials for work or inspection purposes only.
19. The Lessee shall have **no right to sublease** the premises or assign any privileges to any other party or persons.
20. To assure reservation for any of the Lease Locations, a **deposit of \$500.00** shall be made at the time the request for reservations is made. \$500.00 will be returned to the Lessee if there is no breakage, damage to the property or structures and if the property is cleaned up to the satisfaction of the Lessor. The \$500.00 deposit shall be made in the form of Cash, Debit, or Cheque only (Credit Cards are not accepted).
21. The Village of Fraser Lake supplies 11 RV sites at White Swan Park free of charge. These sites are available on a first come, first served basis. **Additional Overnight Camping Fees** (per unit): \$20/day. Additional camping sites require pre-approval from the Lessor.



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22. It is understood and agreed upon that this contract is subject to **cancellation** if the Lessor, in its' discretion, finds that a public emergency requires such cancellation, provided at least one hour before the effective time of such cancellation.
23. **Designated parking areas** in the Lease Locations are to be observed and utilized by all visitors and users of the Lease Location. Any parking outside of the parameters of designated parking areas is a violation of this agreement and Village of Fraser Lake policy, and to be enforced by forfeiture of the deposit. Driving, Parking or Camping on the grass areas at the Lease Location must have prior approval, No Exceptions. Approvals may be cancelled at any time due to ground conditions.
24. The Lessee agrees to adhere to the Villages **quiet hours** of 10 PM until 8 AM.
25. This agreement represents the entire agreement between parties hereto and cannot be altered by any verbal agreement, nor can it be altered by any written agreement unless such alteration is approved by the Lessor.
26. If the Lessee **fails to comply** with any of the terms or provisions of this contract, all rights hereunder shall terminate at once and the Lessor may enter the premises and expel the Lessee without prejudice to other remedies. Notice to quit possession and every other formality is hereby expressly waived by the Lessee in case of default or violation of any of the terms of this contract.
27. **The Village is not responsible for any loss, theft or damage** to personal property or vehicles that occurs while the Lessee is in possession of the facility.

**The parties above-named have duly executed  
this instrument as of the day and year first written on the  
information cover sheet.**

**Lessor: Village of Fraser Lake**

**By: \_\_\_\_\_ Title: \_\_\_\_\_**

**Lessee: \_\_\_\_\_**

**Date: \_\_\_\_\_**