

The Creation Station Booking Application

Submit completed application form to stationave@langford.ca

Application Date: _____

APPLICANT INFORMATION

Organization: _____ Contact Name: _____

Address: _____ City: _____ Postal: _____

Email: _____ Phone: _____ Cell: _____

Website: _____ Instagram handle: _____

EVENT INFORMATION

Name of Event: _____

Type of Event: _____ Free to attend Paid, cost: _____

Number of Participants: _____ (max: 10) Age Group: All Ages 19 Years & Older 18 years & younger

Event Date: _____ Start time: _____ End Time: _____

Multiple events, details: _____

Event Description (Note: This will be shared publicly on our events calendar) Photo provided

I have read and understand the below conditions of booking. All information provided in this application is accurate

Applicant Name

Applicant Signature

Date

The personal information requested in this form is collected under section 26 (c) of the Freedom of Information and Protection of Privacy Act and will be used to administer permit applications within the City of Langford. Please contact the Manager of Business Development and Events at 250-478-7882 or stationave@langford.ca if you have any questions about the collection, use, or disclosure of this information.

CONDITIONS OF BOOKING

MAXIMUM OCCUPANCY is 12, allowing for up to 10 participants and 1-2 hosts.

FURNITURE in The Creation Station includes 6 folding tables and 12 folding chairs, which can be used for the event.

SINK ACCESS for artists occupying studios at The Langford Station must be maintained, with minimal interruption.

BOOKING FEES are set per Bylaw 2010. From May 1, 2022 to April 30, 2024 the daily rate is \$100+GST, weekly rate is \$350+GST, and damage deposit is \$500. Fees and damage deposit are due within two business days of an approved application or date may be released. Fees may be paid via cash, cheque, or debit card. Payment is not accepted prior to approval; please wait until you have been contacted with approval and payment instructions.

CANCELLATIONS must be made in writing to stationave@langford.ca. If notice is provided more than two weeks prior to event date, 50% fees paid will be refunded. Fees are non-refundable within two weeks of event date. Deposits will be returned upon all cancellations.

ACCESS code for main door will be provided no more than two business days prior to the event. Access is limited to 6am to 10pm on the day(s) of the event.

GENERAL RULES OF USE:

- Consumption of alcohol or illicit drugs is strictly prohibited.
- No smoking (including E-cigarettes and cannabis) is permitted within seven (7) meters measured along the ground from a point directly below any point of a doorway or window as per the Capital Regional District Clean Air Bylaw #1, 2014.
- No animals are permitted within the structure without prior written notice from the City.
- Garbage, recycling, and compost generated by the booking must be removed. On site facilities are for general public use only.
- The Facility shall not be used for any immoral, indecent, obscene, discriminatory, or defamatory purpose which would be detrimental to the good name of the City.

CARE OF FACILITY is the responsibility of the Applicant, who agrees the Facility shall be clean and left in the state of cleanliness it was in prior to the Event. The Applicant agrees the City may deduct any repair or cleaning fees incurred from the damage deposit paid and agrees to pay the City for amounts in excess of the damage deposit for amounts actually incurred.

INDEMNITY. The Applicant agrees to indemnify, defend and save harmless the City and its elected officials, employees, contractors and agents from and against any and all claims, actions, damages, losses, liabilities and expenses in connection with loss of life, bodily injury, damage to property, breach of contract, and intellectual property infringement arising out of or in any way related to the use of the Facility by the Applicant or the acts and omissions of the Applicant. This indemnity shall survive the expiry or earlier termination of this Agreement.

INSURANCE. The Applicant shall, at its cost, obtain and maintain for the duration of the Event general liability insurance providing coverage for death, bodily injury, property loss and damage and all other losses arising out of or in connection with the Event in an amount of \$1,000,000.00 per occurrence, or such amount as may be required from time to time by the City. The Applicant shall provide the City a certificate of insurance upon request.

DEFAULT. In the event that the Applicant: (a) fails to make any payment it is required to make pursuant to this Agreement when due; (b) the Applicant fails to comply with any term or condition of this Agreement; (c) fails to hold the Event as advertised or scheduled; or (d) any of the representations and warranties of the Applicant are untrue in any respect (each, a "Default"), the City may, in addition to any and all rights and remedies it may have at law and without further notice to the Applicant, immediately take one or more of the following remedies: (i) refuse to deliver possession of the Facility until all payments have been made; (ii) re-enter and take possession of the Facility; (iii) remove from the Facility any person or all persons; (iv) remove from the Facility the Applicant's property and place or have it placed in storage at the Applicant's expense and risk; turn off any one or more of the utilities of the Facility, including lights, mechanical equipment, and heat; and (v) terminate this Agreement by written or oral notice to the Applicant and retain the Deposit as liquidated damages, without prejudice to any other remedy available to the City at law.

ASSIGNMENT. The Applicant shall not transfer, assign nor sublicense the rights granted under this Agreement without obtaining the prior written consent of the City, which may be unreasonably withheld.

RELATIONSHIP. This Agreement does not create a partnership, joint venture, or association of any kind. The only relationship between the parties is that of licensor and licensee.