

- 8 All publicity of the event is the responsibility of the booking party. The Library's logo may not be used without the express written consent of the Chief Librarian or Deputy Librarian.
- 9 The renter is responsible for picking up and returning equipment rented from the Library.
- 10 The renter is responsible for any licenses and fees required by third parties. This includes, but is not limited to, special events permits, liquor license, SOCAN license to perform/play music.

v) Terms and Conditions

The applicant accepts, and in consideration of "The City of Cranbrook" and/or "The Cranbrook Public Library" accepting my/our application for use of their land, facilities, and/or equipment as scheduled herein, I/we hereby agree as follows:

1. To waive any and all claims that I/we have or may have in the future against the City of Cranbrook and the Cranbrook Public Library and its elected officials including Mayor and Council, directors, officers, employees and representatives (all of whom are collectively referred to as "the Releasees").
2. To release the Releasees from any and all liability for any loss, damage, injury or expense that I/we may suffer, or that my next of kin may suffer as a result of my/our use or my/our presence on the facilities due to any cause whatsoever, including negligence, breach of contract, or breach of any statutory or other duty of care, including any duty of care owed under the Occupier's Liability Act of British Columbia, RS Chap. 30, 1979, on the part of the Releasees.
3. To hold harmless and protect the Releasees from any and all liability for any damages to property of, or personal injury to, and third party resulting from my/our use of the facilities.
4. This agreement shall be effective and binding upon my/our heirs, next of kin, executors, administrators, assignees and representatives in the event of my/our death or incapacity.

It is the **sole responsibility of the Applicant** to determine what additional insurance coverages, if any, are necessary and advisable for its own protection and/or to fulfill its obligations under this contract. Any such additional insurance shall be maintained and provided at the sole expense of the Applicant.

The Applicant warrants and represents that if he/she executes this Application on behalf of a Group or Organization that the Applicant has sufficient power, authority and capacity to bind the Group or Organization with his/her signature.

The Applicant, in consideration of being granted permission to use the facilities agrees to be bound by the Terms and Regulations and **if the Applicant represents a Group or Organization, the Applicant agrees to inform all responsible officials associated with the Group or Organization of the Terms and Regulations and Waiver and Indemnity Clause.**

THE APPLICANT CONFIRMS THAT THEY HAVE REVIEWED THE TERMS AND CONDITIONS OF THIS AGREEMENT. THE APPLICANT UNDERSTANDS AND AGREES TO THESE TERMS AND CONDITIONS.

In entering into this Agreement, I am not relying upon any oral or written representations or statements made by Releasees other than what is set forth in this agreement.

The Cranbrook Public Library, on behalf of the City of Cranbrook, hereby grants the undersigned permission to use the Manual Training School facility. The client is responsible for cleanup and any damages during the specified event. Alcohol is **NOT** permitted in/on any City facility during any function without the appropriate license and additional permission from the Releasees.

X _____
 Applicant
 Address
 Phone
 Fax
 Date 00 January 1900

X _____
 Name
Cranbrook Public Library
 1212 2nd Street North
 Cranbrook, BC V1C 4T6
 Phone 250 426 4063
 Date 00 January 1900