



2845 Aviation Way,
Kamloops, B.C., Canada
V2B 7W1

APPLICATION AND AGREEMENT FOR RENTAL OF KAMLOOPS FLYING CLUB CLUBHOUSE

RENTAL FEE ATTACHED

Amount: \$ _____

GROUP NAME :

Number in Group: _____

YOUR NAME :

ADDRESS: _____ POSTAL CODE: _____

TELEPHONE: (Home) _____ (Business) _____ Cell: _____

E-MAIL ADDRESS: _____

SECOND CONTACT PERSON: _____

ADDRESS: _____ POSTAL CODE: _____

E-MAIL ADDRESS: _____

TELEPHONE: (Home) _____ (Business) _____ Cell: _____

ROOM REQUESTED: (check one)

TYPE OF ROOM: Upstairs only Downstairs only Both Upstairs and Downstairs
 Other, please specify: _____

ACTIVITY: _____

Group Type: Adult Youth Adult & Youth

Group Category: Non-Profit Commercial/Profit

DAY(S) OF WEEK: _____

DATE(S) REQUIRED: _____

TERMS AND CONDITIONS

The User agrees to be bound by the following terms and conditions for use of Kamloops Flying Club facilities and grounds:

- 1. INDEMNIFICATION AND HOLD HARMLESS:** The User shall indemnify and hold harmless the Kamloops Flying Club and any of its members, employees, and contractors from any and all loss, liability, claims or expenses arising out of the use and/or occupation of the property belonging to the Kamloops Flying Club by the User and any of its officers, employees, servants, agents, contractors, and volunteers, except to the extent that such loss arises from the independent negligence of the Kamloops Flying Club. This indemnification shall survive the termination or expiry of this Agreement, and shall not be limited by the User's compliance with the insurance and WorkSafeBC obligations described below, and shall not be limited if the Kamloops Flying Club fails to request and confirm certificates of insurance or WorkSafeBC coverage.
- 2. LIABILITY INSURANCE:** The User shall, without limiting its obligations or liabilities herein and at its own expense, provide and maintain the following insurances with insurers licensed in British Columbia and in forms and amounts acceptable to the Kamloops Flying Club:
 - General liability insurance with a limit of not less than One Million Dollars (\$1,000,000.00), inclusive per occurrence for bodily injury and property damage including loss of use thereof.
 - Such insurance shall extend to cover the User, its officers, employees, servants, agents, contractors, and volunteers and shall include the Kamloops Flying Club, its members, employees, and contractors as additional insureds with respect to

liability arising out of the use or occupation by the User of the property belonging to the Kamloops Flying Club.

- INSURANCE CERTIFICATE:** The User shall provide the Kamloops Flying Club with evidence of all required insurance prior to the User's use of the Kamloops Flying Club's premises. Such evidence of insurance shall be in the form of a certificate of insurance. When requested by the Kamloops Flying Club, the User shall provide certified copies of required insurance policies.

The following must be stated on the Insurance Certificate:

"Kamloops Flying Club is added as an Additional Insured"

- USER ACCEPTS THE PREMISES AT THEIR OWN RISK** and agrees that the Kamloops Flying Club has made no warranties or representations respecting its suitability or condition.
- IF USER REQUIRES A KEY** for access to the premises, a \$50 refundable deposit will be required. Refund will be paid with the return of the key at the end of the rental contract period.
- RESPONSIBILITY FOR DAMAGES TO KAMLOOPS FLYING CLUB FACILITIES, GROUNDS AND EQUIPMENT:** The User is responsible for any and all damage to the Kamloops Flying Club's premises and property arising out of the use of the Kamloops Flying Club's premises and property. The User will pay the Kamloops Flying Club forthwith for the costs of any repairs or replacements of the Kamloops Flying Club's premises and property.
- THE KAMLOOPS FLYING CLUB IS NOT RESPONSIBLE** for any property left or lost on Kamloops Flying Club premises.

This contract includes the terms and conditions set out in the User Agreement, including the attached Regulations Governing the Public Use of Kamloops Flying Club Facilities, Grounds and Equipment. I certify that I have read, understood and agreed to the terms and conditions of the User Agreement, including the Regulations Governing the Public Use of Kamloops Flying Club Facilities, Grounds and Equipment. I agree to accept the Kamloops Flying Club's facilities, grounds and equipment as indicated and to abide by the Regulations.

USER:

SIGNATURE OF AUTHORIZED REPRESENTATIVE

(must be 19 years of age or older)

Name *(please print)*

DATE:

**KAMLOOPS FLYING CLUB (KFC)
PUBLIC USE OF CLUBHOUSE FACILITIES, GROUNDS & EQUIPMENT
REGULATIONS**

These Regulations form part of the User Agreement Contract

1. **KFC Clubhouse Rental:** Application for KFC clubhouse rentals may be considered on the condition that the User leave the room(s) as they found them in clean and tidy condition.
2. **Responsibilities:** All groups or organizations booking KFC facilities shall:
 - a) **assume** full responsibility for adequate supervision of the activity; b) **obey** all regulations;
 - c) **supervise** entrances and adjacent areas to ensure that unauthorized persons do not enter the building.
 - d) **ensure** that participants remain within the confines of the area assigned to the group; remain within the time schedule allocated; and vacate the premises promptly;
 - e) **have** the Rental Permit available during the activity.
 - f) **If User possess a key** - ensure all doors are locked and secured when leaving the premises.
 - g) **Be mindful** of Vayu Aviation conducting classes and carrying out instructional activities within the building during most daytime and many evening hours. No activity that will interrupt or interfere with Vayu's ability to provide instruction in a teaching / learning environment is permitted by the User.
3. **Reporting:** The user will report to the KFC executive within forty-eight (48) hours following any accident or incident that occurred on or near the KFC premises whenever medical/first aid attention is required or loss or damage to KFC property occurs.
4. **Condition of Premises:** All premises are to be used "AS-IS". There is no liability expressed or implied on the part of the KFC for the safety, suitability or condition of the premises. The user group must accept and use the premises at their own risk.
5. **Cancellations:** Except for rental refunds, the KFC assumes no responsibility whatsoever if last minute cancellations are caused by power failure, furnace failure, Fire Marshall's regulations or other causes beyond the control of the KFC. Failure to comply with regulations may result in

immediate cancellation of the facility use. In the event of such cancellation, there can be no claim or right to damages or reimbursement on account of any loss, damage or expense whatsoever.

- 6. Financial Responsibility:** The user will be held responsible for any damage, whether to persons or to property, including the exterior of the KFC building, grounds, fields and fences.
- 7. Appropriate Activity:** Any activity which causes any object to pass over the perimeter fence into the airside property of the airport and/or which constitutes a danger to aircraft, individuals or property shall be prohibited. In this regard, without limiting the generality of the foregoing, activities such as archery etc and open flame equipment are prohibited on KFC property.
- 8. Consumption of Liquor:** Consumption of alcoholic beverages will be permitted only in accordance with Provincial statutes and where all necessary permits have been obtained.
- 9. Condition of Facility:** At the conclusion of the rental, users will ensure that the facility is left in a clean and tidy manner and in the condition it was found.
- 10. Items left by User:** The KFC will not be responsible for any items belonging to the User and left behind by the User following the conclusion of each rental period. User items may not be stored at the KFC clubhouse from one rental period to the next.
- 11. Payment of Rental Fees:** Any rental fees are payable, in full, in advance, for the whole period booked. Refunds will be made for any cancellations at the end of the rental period.
- 12. Right to Refuse, Cancel or Alter Agreement:** The KFC reserves the right to refuse, cancel or alter any rental agreement to any organization at any time with or without cause and no claim may be made against the KFC in respect of the refusal, cancellation or alteration.
- 13. No Smoking:** All KFC facilities and grounds are smoke-free. Smoking is prohibited in all areas.
- 14. Rental Fee Structure:** KFC facility will be rented on following fee structure:
 - a) KFC members:
 - i) All rooms - \$100 per day or part of a day.
 - ii) One room - \$75 per day or part of a day
 - b) Non-KFC members:
 - i) All rooms - \$200 per day or part of a day ii) One room - \$125 per day or part of a day