

EVENT APPLICATION PACKAGE

This application form must be completed in order for the Applicant to be considered for an event permit at any facility owned by Greater Victoria Harbour Authority (GVHA).

Please submit completed applications to GVHA Office by email.

For additional information, please contact:

Events Coordinator #100-1019 Wharf Street, Victoria Tel: (250) 383-8300 ext. 246

E-mail: events@gvha.ca

GVHA EVENT APPLICATION PROCEDURES

- Greater Victoria Harbour Authority (GVHA), a not-for-profit organization, requires any organized event or activity on GVHA property to have a permit.
- An organized event or activity is defined as a participating group of people or marine vessels attracting spectators to the event. This includes a display, competition, festival, or any other organized activity with a set date, time and location.
- Events or activities should align with GVHA's vision, mandate and guiding principles (see link for detailshttp://www.gvha.ca/about-gvha
- An event agreement (if granted) does not guarantee approval of subsequent years' permits as applications are reviewed on an annual basis.

Step 1:

- Submit your completed application to the GVHA office for review and approval at least 90 days in advance.
- Late and/or incomplete applications may result in a refusal of event application.

Step 2:

- GVHA Events Coordinator will check the current events calendar and confirm availability
 of date(s) requested, as well as compatibility of your event request with GVHA vision
 and mandate before approval.
- GVHA Events Coordinator may require an in-depth operational review and a site visit for the proposed event. This will depend on the complexity of the event and/or issues associated with similar events in the past.

Step 3:

- If the event application is approved, GVHA Events Coordinator will issue a letter of event approval pending receipt of any outstanding documents, and a quote of event fees, based on details outlined in your application.
- The application must be finalized no less than 20 business days before the event. Late changes will result in a \$50/change fee added to the final invoice.

Step 6:

• A permit will be issued to the event organizer once all outstanding documentation and payments, including any deposits, have been received.

Step 7:

- Following the event, GVHA will issue a final invoice for all costs incurred. This may differ from the original estimate.
- The invoice must be paid upon receipt. Should the invoice remain outstanding, interest of 2% per month will apply.

Step 8:

 Following your event, a review and debriefing by GVHA facilities staff with you will be conducted to assist you in planning any similar future event Events Coordinator #100-1019 Wharf Street, Victoria Tel: (250) 383-8300 ext. 246

E-mail: events@gvha.ca

1. APPLICANT INFORMATION



APPLICATION FOR SPECIAL EVENT PERMIT

Completed application forms must be signed and submitted by <u>email</u>. The individual signing the application form is responsible for ensuring that all conditions are met, and is expected to be the on-site contact person for the duration of the event.

Please note that the information requested in this application is for activities taking place on GVHA properties only.

Applica	ant/Organization			Ар	plicant Name		
							on No
							nation Return filed 🗌 Yes 🗌 No
☐ Ind	lividual (non-commercia	al) 🗌 Sole Prop	orietor 🗌 Other (s	specif	y)		
Addres	SS						
Work/	Home	Cell	E	mail_		W	ebsite
Contact Person Position/Title_			Position/Title	Cell No			No
2. EVE	NT DESCRIPTION						
Name	of Event						
Туре о	f Event						
Locatio	on of Event: Which facil	ity would you li	ke to use? Please (check	all that apply.		
	Ship Point Upland Ship Point Docks	_			Wharf Street Steamship Terminal		Hyack Air Ogden Point
What a	are the Purposes of Eve	nt?					
Are yo	u fundraising for a char	ity or organizati	ion? If so, what pe	rcent	age of revenue will be do	nated	and to which organization?
Descri	ption of Event Activities						



3. EVENT SCHEDULE				
Will your event involve multiple performance times?				
Days of Operation:				
	(mm/dd/yy)		(hh:mm)	
Setup Begins:		@	am/pm	
Event Begins:		@	am/pm	
Event Ends:	//	@	am/pm	
Strike Begins:		@	am/pm	
Site will be clea	n and clear by what date 8	k time?		
4. EVENT INFORMATION				
Anticipated No. of attendees:Nu	mber of crew/volunteers:	Nun	nber of performers (if applicable):	
a) Site Plan Attached				
Must be clear, to scale and contain all details as set out in this Application. Site Plan must show emergency access points. Site plans available at www.gvha.ca				
b) Temporary Structures (e.g. tents, canopies, stage, generators, portable washrooms, etc.) Yes No				
Type of Structure		Quantity	Dimensions	
c) Food and Beverage (e.g. Food vendors, bottled water, pre-packaged snacks etc.) Yes No VIHA permits and City of Victoria business licenses required for sales or handouts of food and beverage				
If yes, describe				
d) Alcohol (Will liquor, beer or wine Special Occasions License required for sal				
If yes, describe				



e) <u>Sales of any kind</u> (e.g. merchandise, services) Yes No **Any sales require a business license**

Type of Sales	Number of outlets	Description of goods or services		
f) Sponsors Yes No If yes, specify who the sponsors are and what their presence will be				
g) Entertainment Yes No				
ii yes, describe				
h) Amplified Sound (e.g. announcements, music) Yes No City of Victoria Noise Bylaw Exemption required If yes, describe				
i) Signs, banners, and other advertising Yes No If yes, describe				
j) <u>Does your event have a First Nations component?</u> Yes No If yes, describe				
k) Filming: Yes No Drone Use: Yes No GVHA Filming Licence OR a Transport Canada OR a Nav Canada Permit may be required If YES, describe:				



	ther Proposed Activities or Addi approvals or permits may be r	itional Comments Yes No equired from GVHA or authority having jurisdiction				
If yes, desc	cribe					
6. PERSON Describe n		es and responsibilities for volunteers or coordinators				
Number	Role	Responsibilities				
Describe o	rientation and training program					
Describe o	riemation and training program					
Describe w		MENTAL PLANS Invironmental plan for recycling and environmental protection. Please note that there are required to do extra garbage runs as a result of high levels of garbage associated with your				
Waste Typ	e	Management Plan				
	ny GVHA support you expect to	require or request				
	Additional Docks	ca.				
	Potable Water Yes No					
If yes, desc	cribe purpose					
Access to E	Electrical Power Yes No					
If yes, desc	cribe purposes and estimated po	ower demand				
If yes, desc	cribe how you intend to distribu	te power				



9. NEIGHBOURHOOD IMPACT PLAN

event organizer. Depending on the size and complexity of your event, GVHA may require event organizers to deliver notification to a broader area. Describe measures to minimize effect on neighbourhood 10. TRAFFIC, TRANSPORTATION, ACCOMMODATION AND CROWD MANAGEMENT PLAN Describe traffic effect on: Waterways _____ How will people get to the Event Site? Describe _____ What provisions will be made for persons with disabilities (e.g. access, parking, pathways, washrooms, viewing areas)? Describe How will you encourage alternate transportation (e.g. transit, taxi, bicycle)? Describe _____ How will you manage people in and out of the Event Site? Describe _____ What risks for crowd management and site security have been identified and how will they be addressed? Describe

Notification to neighbourhood: Provide a written notification letter for GVHA to distribute at least 30 days prior to event. Letter must include details of event, measures taken to minimize impact to neighbourhood residents, and contact information for the



11. SAFETY RISK MANAGEMENT AND EMERGENCY PLANS

Have you identified the Emergency Access Points on the Site Plan? Yes No
If yes, describe
What First Aid requirements have you identified and how will you address them?
Describe
What safety risks have you identified and how will you address them?
Describe
Who is the primary person to be in charge in the event of an emergency and how will they be contacted?
Describe
What resources will be available during an emergency?
Describe
Describe the steps to be taken in an emergency
Describe



STANDARD PERMIT TERMS AND CONDITIONS FOR SPECIAL EVENT

- 1. **Grant of Permit.** Applicant is granted a non-exclusive and non-transferrable Permit permitting the Applicant to operate the event under the event name on the Site.
- 2. **Permitted Purpose.** Applicant may use the Site for the event and for no other purpose or purposes whatsoever. Applicant acknowledges that GVHA may, on 72 hours' written notice, direct in writing that Applicant shall cease (a) the sale of any specific goods or services, or (b) any activity; whether previously permitted or not, from the Site, and the Applicant shall forthwith comply.
- 3. Permit Fees. Unless otherwise permitted, Permit Fees are payable upon receipt. Except as described herein, Permit Fees are non-refundable.
- 4. **Utility and other Costs.** Applicant agrees to pay when due all charges for gas, water, electricity and any other utilities, services or equipment provided to the Kio Site and to pay all accounts and expenses for all labour and materials supplied to the Site.
- 5. Site Location and Relocation. GVHA shall designate a Site location. In GVHA's absolute discretion, GVHA may, on 72 hours' notice, and at any time in an emergency, require the Applicant to vacate the designated Site and relocate to a different Site. If Applicant does not agree to relocate, this Permit shall be terminated and GVHA shall reimburse Applicant for Permit Fees on a pro rata basis.
- 6. **GVHA Access.** GVHA shall, at all times and for all purposes have full and free access to the Site.
- 7. AS IS, WHERE IS. Applicant accepts Site AS IS, WHERE IS. Applicant acknowledges GVHA has made no representations or warranties regarding the Site, including regarding the zoning, suitability for the Applicant's business or activities, or disruptions due to noise, construction or any other cause.
- 8. Own Risk. Applicant acknowledges and agrees GVHA shall not be responsible in any way for any injury to any person, or for any loss or damage to any property belonging to Applicant, its officers, employees, agents, or invitees, including any loss or damage caused by theft, breakage, weather conditions, or attributable to electric or other wiring, fire or smoke, unless such loss, damage or injury was caused due to the gross negligence of GVHA or persons for whom it is in law responsible. Under no circumstances shall GVHA be responsible for indirect or consequential damage or for any business loss.
- **9. Responsibility.** Applicant is responsible for ensuring the event is conducted in a safe and orderly manner; the event and activities are restricted to the Site; and the event activities do not interfere with other users of GVHA property.
- 10. Damage to GVHA Property. Any damage that may be occasioned to GVHA's property or any part thereof, or works connected therewith, by Applicant or caused by the activities of Applicant, shall forthwith be reported to GVHA. Damage costs shall be assessed and repair costs billed to Applicant. Vehicles are not to be driven onto grassed areas.
- 11. Days and Hours of Operation. Applicant shall hold the event during the days and hours permitted or as otherwise notified in writing by GVHA.
- 12. Signage and Displays. Applicant shall not construct, erect, place, apply or install any graphics, design, poster, sign or display on GVHA's property, including the Site, without first obtaining the written consent of GVHA. Signage must meet GVHA standards. The cost of installing, maintaining, changing and removing all graphics, designs, posters, signs or displays shall be borne by Applicant. Sandwich boards are not permitted
- 13. Use of Photographs or other Images. For the purposes of your event, GVHA may from time-to-time provide Applicant with photographs or other images ("Images") that may be owned by GVHA or some other copyright owner (the "Owner"). By accepting these Images Applicant acknowledges and agrees the Images are subject to the copyright protection of the Owner, but have been provided to you solely for Applicant's fair internal use in the planning and production of the event ("Permitted Use"). Any other use may be copyright infringement. Applicant agrees that the Images must not be published in any reports, advertising or marketing, or on any website without obtaining copyright approval from the Owner. Applicant agree to indemnify and hold GVHA harmless from any and all claims, suits, losses, damages, costs or expenses, as a result of Applicant, or any related parties, using or disclosing the Images other than in accordance with this Permitted Use.
- **14. Nuisance.** Applicant shall not do or permit to be done any act or thing on GVHA's property that is or would constitute a nuisance to the lands or premises of GVHA or its occupants, or to the public generally.
- **15. Clean and Tidy.** Applicant shall maintain the Site and surrounding areas, including any other areas used by Applicant in a clean, neat and tidy condition, and free of waste, all to the satisfaction of GVHA. Applicant is responsible for the removal and appropriate disposal of all waste materials in accordance with applicable laws. No hazardous materials may be stored or disposed of on GVHA property. Applicant shall be responsible for subsequent cost for clean-up by GVHA.
- 16. Compliance. Applicant shall abide by and comply forthwith at its expense with all laws, regulations, and bylaws made by federal, provincial, municipal or other authorities and all Rules and Regulations or directions as may be issued from time to time by GVHA concerning GVHA's property and its use.
- 17. Indemnity. Applicant shall indemnify and hold harmless GVHA, its directors, officers, agents and employees from and against all liabilities, losses, suits, claims, demands, fines, damages, costs and expenses (including all costs for investigation and defence thereof) based upon or attributable to this Permit or any actions taken or things done by Applicant, its officers, invitees, agents or employees unless such damage or injury was caused due to the negligence of GVHA or any other person for whom it is in law responsible.
- 18. Insurance. Applicant will take out and maintain during the term of the Permit a policy of general public liability insurance against claims for bodily injury, death or property damage arising out of the use of the Permit Area by the Licensee in the amount of not less than two million dollars (\$2,000,000.00) per single occurrence naming Greater Victoria Harbour Authority as an additional insured and shall provide GVHA with a certified copy of such policy or policies before Applicant commences any activities under this Permit. All policies of insurance shall contain a waiver of subrogation clause in favour of GVHA and shall also contain a clause requiring the insurer not to cancel or change the insurance without first giving GVHA 30 days' written notice.

- 19. Cancellation. Either party may cancel this Permit without cause at any time by giving ten (10) days notice in writing, and thereupon after the expiration of such period of notification this Permit shall be determined and ended. If Applicant cancels less than 10 days before the event commencement date, Applicant agrees the Applicant will be responsible for GVHA's administrative costs and loss of opportunity in an amount equal to 15% of the gross amount of fees payable under the Permit, which amount GVHA may deduct from any deposit made by the Applicant. GVHA may by written notice to Applicant terminate this Permit for cause: (a) for a breach of these Permit Terms and Conditions that continue after GVHA has given 72 hours' written notice and Applicant has failed to cure the same; (b) if Applicant attempts to assign or sub-licence this non-transferrable Permit; (c) if any of the goods or chattels of Applicant are seized or taken in execution by a creditor of Applicant; (d) for violation of any applicable laws; (e) for physical assault or abusive behaviour towards any person; (f) non-payment; or, (g) if your activities or conduct are imminently harmful or injurious to the health or safety of the public
- **20. Surrender.** On expiration or earlier termination of this Permit, Applicant must forthwith peaceably quit and deliver possession of the Site to GVHA in a safe, clean and tidy condition and remove any chattels or improvements constructed, placed or installed on the Site by or on behalf of the Applicant.
- 21. Notice. Any notice to GVHA shall be delivered to: 600-1019 Wharf Street, Victoria BC V8W 2Y9. Notice to Applicant shall be in writing by any of the following means: (a) personal delivery; or (b) by registered mail to the address set out by the Applicant in this Permit: or (c) by email.
- **22. Privacy Statement.** To the extent that any of the information provided in this Application and Permit is personal information, the Applicant consents to its use in accordance with this privacy statement. The information is collected for the purpose of identifying and contacting Applicant if there is an emergency or incident and administering and ensuring compliance with this Permit. Personal information will not be disclosed except as required by law or for the purposes for which it was collected. Applicant may update personal information or obtain a copy by contacting GVHA in accordance with the Notice provision in this Permit.

The above-named Applicant acknowledges THIS IS AN APPLICATION FOR AND NOT A SPECIAL EVENT PERMIT AND:

- 1. Confirms the contents of this Application are true to the best of the Applicant's knowledge and belief;
- 2. Confirms the Applicant will carry out the Event in full compliance with the contents of this Application;
- 3. Agrees to comply with the Terms and Conditions set out above in this Application;
- 4. Agrees to any Additional Terms and Conditions and any other supporting permits as made necessary by GVHA to approve the final Special Event Permit. If the Applicant does not agree with the terms specified in the permit, the Applicant will notify GVHA within 72 hours after receiving the permit; and

Authorized Signatory of Applicant	Printed Full Name	Date		
ATTACHMENTS: Have you attached the	following?			
Attachments Required Upon Submission of Application:	If Applicable:			
☐ Insurance	☐ Event Schedule			
☐ Notification Letter	☐ Filming/Drone Use Permit (Separat	☐ Filming/Drone Use Permit (Separate GVHA permit may be required)		
☐ Site Plan	☐ Transport Canada Event Permit (Events involving Inner Harbour water ways)			
	☐ Special Occasion License			
	\square Images of signs/banners			
	☐ VIHA Health Certificate			
	☐ Business License			

☐ Noise Bylaw Exemption