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| FACILITY: | Lynn Canyon Park Parking Area (the “Parking Area”) and Lynn Canyon Park (the “Park”, and together with the Parking Area, the “Permit Area”) |
| APPLICANT / (TOUR OPERATOR): (the “Licensee”): | |
| PHONE: | |
| ADDRESS: | |
| NAME OF CONTACT PERSON: | |
| EMAIL ADDRESS: | |
| BUS SIZE / NUMBER OF SEATS (the “Bus”) <ul style="list-style-type: none">• \$170.00 (+5% GST) for buses with 24 seats or less• \$350.00 (+5% GST) for buses with 25 or seats or more. | |
| REQUESTED DATE(S) OF TOUR: | |
| INDICATE AM OR PM TIMESLOT: | |
| NUMBER OF PASSENGERS (the “Group”): | |
| INSURER: | |



THIS PERMIT CONTAINS INDEMNITIES AND RELEASES IN FAVOUR OF THE DISTRICT, WHICH AFFECT YOUR LEGAL RIGHTS AND YOUR RIGHT TO SUE THE DISTRICT. PLEASE READ CAREFULLY.

By submitting this application to The Corporation of the District of North Vancouver (the “District”), the Licensee hereby agrees to the following terms and conditions (the “Permit”):

1. The Licensee may enter the Permit Area, with the Bus and the Group, no earlier than the Arrival Time, and will leave the Permit Area on the Tour Date no later than **four (4)** hours after the Arrival Time, notwithstanding the Licensee’s actual time of arrival.
2. The Licensee will pay the fee set out above (the “Fee”) prior to commencement of the Permit Period in the manner and at the time required by the District.
3. The Licensee will comply with all laws, regulations, orders and bylaws of all authorities having jurisdiction, including, without limitation, all bylaws of the District of North Vancouver.
4. The Licensee will not at any time interfere with or obstruct access to or the use of the Permit Area or any part thereof by other users, including members of the public.
5. The Licensee will remove all garbage and waste brought or left on the Permit Area by the Licensee or any member of the Group.
6. The Licensee will ensure that it and the members of the Group do not smoke or consume alcohol anywhere within the Permit Area.
7. The use of the Permit Area pursuant to this Permit will be non-exclusive.
8. The District may terminate this Permit if, in the District's sole discretion, the Permit Area is deemed unsafe, unsuitable, or unavailable due to exceptional circumstances such as extreme weather events, wildfire risk, hazardous trail conditions, or emergency incidents resulting in an official closure of the Park. This clause does not apply to general inclement weather such as rain. Upon termination of the Permit in accordance with this section, the District will offer the Licensee the choice of either:
 - a. full refund of the Fee, with no administrative fee; or
 - b. The option to re-book for a future date within the same calendar year at no additional charge, subject to availability.

In no event will any other or additional damages or compensation be payable to the Licensee.

9. The Licensee may cancel or amend this Permit by providing written notice to the District (such notice to be emailed to ecocentre@dnv.org), subject to the following conditions:

a. Cancellation:

- i. If notice is received more than 14 full days prior to the Tour Date, the Licensee may either:
 - a) receive a full refund of the full Fee, less a \$25.00 administrative fee; or



- b) rebook for a future date within the same calendar year at no additional charge, subject to availability.
- ii. If notice is received between 14 full days and 72 hours prior to the Arrival Time on the Tour Date, no refund will be issued; however, the Licensee may rebook for a future date within the same calendar year at no additional charge, subject to availability.
- iii. If notice is received less than 72 hours prior to the Arrival Time on the Tour Date, or in the event of a no-show, the Licensee will forfeit the entire Fee and no refund, or no rebooking will be permitted.

b. Amendment:

- i. One (1) amendment to the Tour Date or Arrival Time, per booking, may be made free of charge if the request is received more than 14 full days prior to the original Tour Date, subject to availability.
10. An employee of the Licensee will supervise the Group at all times, and the Licensee will be responsible for all acts and omissions of the Licensee's employees, agents, volunteers, contractors, subcontractors and for the acts and omissions of all members of the Group.
11. The Licensee will ensure that the Group abide by the Park Etiquette rules provided in the Bus Pre-Trip Package attached to the Permit.
12. In no event will the Bus be parked or stopped and in no event will persons be loaded or unloaded from the Bus anywhere outside of the Parking Area or, if applicable, those portions of the Parking Area designated for bus parking.
- 13. The Licensee will use the Permit Area at its own risk and expense and acknowledges and agrees that neither the District nor the District's employees, servants, agents, contractors, volunteers or elected or appointed officials (collectively with the District, the "District Parties") have made any warranties or representations respecting the Permit Area or any part thereof, including, without limitation, warranties or representations respecting the suitability, maintenance, safety or condition of the Permit Area or any part thereof.**
- 14. The Licensee, on behalf of itself, its employees, agents, volunteers, contractors and subcontractors, all members of the Group, the heirs, successors and personal representatives of each of them and all other persons claiming by or through the Licensee (collectively with the Licensee, the "Licensee Parties"), hereby releases, remises and discharges each of the District Parties from any and all claims, actions, causes of action, judgments, costs, expenses, damages, losses, fees (including legal fees and disbursements on a solicitor and own-client basis) and other liabilities (collectively, "Claims") that the Licensee Parties or any of them may at any time suffer or incur, or make, bring, claim or have against the District Parties or any of them, directly or indirectly relating to, arising from or connected with this Permit or the granting, termination or cancellation thereof, or the use of the Permit Area by the Licensee Parties or any of them, notwithstanding any negligence on the part of the District Parties or any of them. Without limiting the foregoing, in no event will the District be responsible for any loss of or damage to personal property, including without limitation the Bus, on or about the Permit Area, notwithstanding any negligence on the part of the District Parties or any of them.**



15. The Licensee agrees to and does hereby indemnify and save harmless the District Parties from and against any and all Claims that at any time are suffered or incurred by or made, claimed or brought against the District Parties or any of them and that directly or indirectly, in whole or in part, relate to, arise from or are connected with this Permit or the use of the Permit Area by the Licensee Parties or any of them, except to the extent that such Claims are directly caused by the negligence or wilful misconduct of the District.
16. The Licensee will obtain and maintain at all times throughout the Permit Period commercial general liability insurance including, without limitation, coverage for the indemnity granted by the Licensee herein, on terms satisfactory to the District, with the District named as an additional insured. Without limitation, such policy will cover bodily injury (including death), property damage and property loss arising from or relating to the Licensee's use of the Permit Area, or suffered or incurred by the Licensee Parties or any of them on or about the Permit Area, or arising from or relating to any act or omission of the Licensee Parties or any of them. Such policy(ies) will be written on a comprehensive basis with inclusive limits of not less than \$5,000,000 per accident or occurrence or such higher limits as the District may require from time to time, will be primary and not contributory, and will contain a cross-liability clause and a waiver of the insurer's rights of subrogation against each of the District Parties. The Licensee will provide to the District upon application for this Permit evidence of such insurance coverage in the form of a Certificate of Insurance issued by the Licensee's insurer, in form and substance satisfactory to the District, and will ensure that such insurance remains in force throughout the Permit Period. Such certificate must be uploaded and submitted along with this signed application.
17. This Permit is not valid and the Permit Period is not reserved until the Licensee has paid the Fee and provided proof of all insurance required hereunder, and the District has confirmed that the Permit is approved.
18. In the event of any breach of the terms or conditions set out herein, this Permit may be terminated by the District immediately without any refund of fees paid.
19. The Licensee will ensure that all members of the Group are informed of the terms and conditions set out herein.
20. The person signing this Permit on behalf of the Licensee warrants and represents that he or she is executing the Permit on behalf of the Licensee and has sufficient power, authority and capacity to bind the Licensee with his/her signature.
21. By signing this document, you are consenting to the use of your electronic signature in lieu of an original signature on paper. You have the right to request to sign a paper copy instead. You have the right to request a paper copy of an electronic record. Your agreement to use an electronic signature for any document will continue until you notify us otherwise.
22. Upon written notice from the District to the Licensee this application has been accepted (which notice may be given by email to the email address provided on the first page of this Permit) that, this Permit will become a binding and effective agreement on the terms set out herein.

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| SIGNED ON: | |
| BY THE AUTHORIZED SIGNATORY OF THE LICENSEE: | |
| PRINTED NAME: | |