

## PARK BOOKINGS GENERAL TERMS AND CONDITIONS

### TERMS AND CONDITIONS OF USE

The “user”/”client” agrees and covenants as follows:

1. To protect and indemnify Assiniboine Park Conservancy (APC):
  - a. In respect of any and all claims of any kind whatsoever arising out of any act or omission of the User or of any agent or employee of the User or arising out of or resulting from the use of the Site
  - b. From all or any loss or damage to the Site or to any property of Assiniboine Park used in conjunction with the site
2. When hosting an event, insurance is required under the following circumstances and depending on the circumstance, insurance may be provided by the user or a commercial company hired by the user:
  - a. Expected attendance is over 200 people
  - b. Federal Government sponsored event
  - c. Events with mobile play structures (ex. Skate board ramps)
  - d. Inflatable bouncy toys rented from commercial companies  
<http://winnipeg.ca/publicworks/ParksAndFields/ParkBooking/tentandbouncytoys.asp>
  - e. Schools/Daycares/Nursery Schools
  - f. High Hazard/Pyrotechnics Fireworks  
<http://winnipeg.ca/publicworks/ParksAndFields/ParkBooking/Fireworks.asp>
  - g. Filming in the Park  
<http://winnipeg.ca/filmandspecialevents/FilmOffice/>
  - h. Consumption of Alcohol/alcoholic beverages as detailed under item 5. a.  
Except where otherwise stated, evidence of the following insurance must be provided to APC:
    1. Commercial General Liability insurance (CGL) with a minimum limit of \$2,000,000, inclusive
    2. Assiniboine Park Conservancy Inc. and the City of Winnipeg added as additional insureds
    3. Evidence of Cross Liability
    4. Minimum fifteen (15) days notice of cancellation clause
    5. Where consumption of Alcohol/alcoholic beverages will occur as detailed under items 2. h. and 5. a. the certificate of insurance must expressly state that Alcohol liability is an included cover under the CGL policy.
3. That the rights granted to the User shall not be transferred or assigned in any way

4. To supply all supervision and preserve and maintain good order, discipline and safety in the use of the Site Assiniboine Park Conservancy shall have the right at any time to eject from the Site or refuse admittance to any person who, in the opinion of an employee of APC having the responsibility for the supervision of the Site, is creating a disturbance or behaving in an objectionable or unacceptable manner
5. **That the following is NOT permitted without prior written consent of APC:**
  - a. The consumption of Alcohol at the Site. If written approval is granted by APC, an Occasional Permit must be obtained pursuant to the Liquor Control Act
  - b. Advertising at the Site
  - c. Constructing, erecting or attaching or causing or permitting to be constructed, erected, or attached any device, fixture or other thing of any nature at the Site
  - d. **The sale of food and/or refreshments at the Site or the use of an outside caterer**
  - e. The use of fireworks (limited to Canada Day Only)
  - f. The use of a tent larger than 900 square feet (This does not apply to picnic sites)  
[http://winnipeg.ca/publicworks/ParksAndFields/ParkBooking/tentandbouncytoys.a  
sp](http://winnipeg.ca/publicworks/ParksAndFields/ParkBooking/tentandbouncytoys.asp)
  - g. “bouncy toys/inflatables”  
[http://winnipeg.ca/publicworks/ParksAndFields/ParkBooking/tentandbouncytoys.a  
sp](http://winnipeg.ca/publicworks/ParksAndFields/ParkBooking/tentandbouncytoys.asp)
  - h. Any requests for changes by the User must be by written notice and delivered to the Events Office not less than two weeks prior to the date on which the Site becomes subject to this Agreement. The user may be assessed additional fees if changes are made without notice.
6. To pay Assiniboine Park Conservancy the indicated amounts for the use of the Site
7. That if the User fails to pay any monies required to be paid towards this Agreement at the time the monies are required to be paid, or if the User fails to comply with any conditions of this Agreement, APC may terminate this Agreement and consequently, all rights of the User are also terminated without entitlement to claim any damages, reimbursement, compensation or remuneration
8. To surrender the Site to APC in acceptable condition upon the termination or expiration of this Agreement. The User is responsible for any additional costs that may be incurred over and above the provisions outlined in this Agreement (i.e. Preparation, clean-up, maintenance, replacement, repairs)
9. That any agent or employee of APC shall at all reasonable times be entitled to enter upon and inspect the Site and make any alterations, repairs or additions as deemed necessary by APC
10. To remove all equipment, displays, goods and belongings of the User from the Site on or before the termination of this Agreement. If the User fails or neglects to do so, APC may

remove and store the same at the expense of the User without liability for any loss or damage

11. That APC is not responsible for damage to or loss of any equipment or belongings of the User brought onto the Site
12. That APC makes no representation or guarantees as to the suitability or condition of the Site
13. That APC is not liable for any injury to anyone attending the Site
14. To abide by and conform to all by-laws, rules and regulations of APC, the City and all Provincial legislation relating to use of the Site
15. Not to use natural turf areas during periods of heavy or prolonged rain and when excessive moisture content of the turf could cause damage to the grounds
- 16. That some site bookings are not “exclusive use” and full public access must be maintained at all times during the booking**
17. APC reserves the right to determine whether additional security services are required to host any event or site booking within the Park over and above those outlined in the section below entitled, “APC additional site specific terms and conditions”. Any costs related to additional security shall be the sole responsibility of the client

**18. Fees are non-refundable**

You must have a copy of your permit from APC with you on the Event date(s).

**ASSINIBOINE PARK CONSERVANCY (APC) ADDITIONAL SITE SPECIFIC TERMS AND CONDITIONS:**

**The following are additional terms and conditions specific to the site locations indicated by the individual headers. Please ensure that you have read and understand the additional terms and conditions applicable to the space(s) you are booking.**

**Picnic Sites**

1. The client must pick up all garbage. In the case of a large group guests are responsible to bring in garbage bags and leave the tied bags beside the garbage cans
2. All tables must stay on the site, and be cleaned off before leaving the area for the next group arriving
3. There are only 1 or 2 picnic tables per site

4. **Timeslots for bookings are back to back. Your timeslot can NOT run past the time on your contract**
5. Tents are limited to pop up style only
6. NO Alcohol is permitted on site
7. Fires in the park are to be contained to designated fire pits/baroques only

### **Special Events and Roadway Events**

1. The client must maintain and keep in force during the term of this Agreement, a general liability insurance policy in respect of the use of the Site named in the Agreement containing the following:
  - a. Commercial General Liability insurance (CGL) with a minimum limit of \$2,000,000, inclusive
  - b. Assiniboine Park Conservancy Inc. (APC) and the City of Winnipeg added as additional insureds
  - c. Evidence of Cross Liability
  - d. Minimum fifteen (15) days notice of cancellation clause

You must submit a Certificate of Insurance evidencing the above insurance requirements to the Events office by no later than 10 days prior to the Event date.

2. In accordance with the City of Winnipeg Parks By-laws, only the City of Winnipeg CAO (Chief Administrative Officer) has the authority to restrict or prohibit access to any part of any park in the City in certain circumstances. The CAO can delegate this authority to restrict traffic or prohibit access (closure of roadways) only to another City employee. In any instance of restricting traffic or prohibiting access, emergency vehicles must have access as necessary in emergency situations.

The Assiniboine Park Conservancy is the responsible organization to submit requests to restrict traffic or prohibit access of roadways within the Assiniboine Park.

3. The operation of irregular vehicles on roadways within the Park –whether closed to traffic or not –is illegal unless authorized by the Province. This is the responsibility of Manitoba Public Insurance and in particular, the Executive Director, Driver Safety and Regulatory Control & Registrar of Motor Vehicles.

**Irregular vehicles** specifically refers to any “unlicensed vehicles” including but not limited to –golf carts, gators, ATV’s, off-road vehicles, etc.

**Roadways** –includes parking lots, connecting roads to/from parking lots and pathways which run parallel to roadways.

The Assiniboine Park Conservancy allows the use of irregular vehicles on park Greenspace providing there is no damage to park grounds and prohibits any use of unlicensed vehicles on roadways as a condition of usage of the Park. Organizations not

complying with this requirement will be denied access to the park for subsequent future events.

4. Roadways and Sites must be checked for garbage prior to departing the park.
5. Each group is responsible for obtaining their own Noise Permit through the City of Winnipeg Police Service.

### **Leo Mol Sculpture Garden**

1. **Timeslots for bookings are back to back. Your timeslot can NOT run past the time on your contract. For weddings, the first ½ hour of your time is required for the chairs to be set-up and for your guests to arrive.** For example, a 3 PM to 5 PM timeslot means your wedding ceremony is at 3:30 PM.
2. Please report to the Leo Mol Sculpture Garden staff on arrival and present your booking receipt
3. No Confetti, Rice or Fabric Flower Petals are allowed
4. Some of the sculptures in the Garden are of female nudes. None of the sculptures can be moved, covered or altered in anyway
5. Terrace in the Park has exclusive catering privileges in Leo Mol Sculpture Garden. No other outside food or beverage is permitted
6. There is no backup plan inherent to the site for inclement weather. If space and time allow, we will offer to move your wedding ceremony to an alternate covered location within the park. This may result in additional charges depending on what space is used

### **Formal Gardens**

1. **Timeslots for bookings are back to back. Your timeslot can NOT run past the time on your contract. For 2 hour weddings, the first ½ hour of your time is required for the chairs to be set-up and for your guests to arrive.** For example, a 3 PM to 5 PM timeslot means your wedding ceremony is at 3:30 PM.
2. Please report to the Formal Gardens staff on arrival and present your booking receipt
3. No Confetti, Rice or Fabric Flower Petals are allowed
4. There is no backup plan inherent to the site for inclement weather. If space and time allow, we will offer to move your wedding ceremony to an alternate covered location within the park. This may result in additional charges depending on what space is used
5. APC reserves the right to adjust floor plans, plants, artwork, colour, size, variety and props as required without prior notice to the booking party

6. Floral displays and colours change throughout the seasons and booking decisions should not be based on plant material as these change frequently and without notice

### Conservatory

1. **Timeslots for bookings are back to back. Your timeslot can NOT run past the time on your contract. For 2 hour weddings, the first ½ hour of your time is required for the chairs to be set-up and for your guests to arrive.** For example, a 3 PM to 5 PM timeslot means your wedding ceremony is at 3:30 PM.
2. **Within that timeframe you need to do any set up of chairs you may want, hold your event (applies to Wedding Ceremonies mostly) and then remove all the items from the space.**
3. Public art is not to be moved, but may be screened. Curtains are to be supplied by the client
4. No rice, confetti, petals (fabric or real), bubbles, etc. are allowed in the Conservatory or on the grounds
5. **Benches and plants are NOT allowed to be moved.** Specific requests must be addressed in writing at least 7 days prior to your event to allow us time for consultation with horticulture staff and time for arranging any removal or staffing that may be required.
6. **No Food or Alcohol is permitted during your timeslot unless it is done by APC's Catering Department that holds the license for the venue.**
7. **Alcohol can NOT be taken outside as per the MLC Control Act.**
8. Candles may be considered if in an enclosed container and approved by APC Events representative
9. APC reserves the right to adjust floor plans, plants, artwork, colour, size, variety and props as required without prior notice to the booking party
10. Floral displays and colours change throughout the seasons and decorating decisions should not be based on plant material as these change frequently and without notice
11. Bookings after normal public access hours (4:00 pm or as per Seasonal Schedule) require a minimum of 1 security personnel to be arranged by APC, the cost of which is the sole responsibility of the client
12. The May to July timeframe includes highly scented materials. These may adversely affect people with allergies

## **Lyric Theatre (non-performance based bookings)**

1. Use of the Lyric Theatre stage does include a PA system for basic announcements, personal CD player or iPod. It does not entitle the client to the use of any audio/visual equipment, staging or lighting equipment or other performance related equipment that may be present. Such items are not necessarily available for rent or use by the client under any circumstances
2. Each group is responsible for obtaining their own Noise Permit through the City of Winnipeg Police Service.
3. The operation of irregular vehicles on roadways within the Park –whether closed to traffic or not –is illegal unless authorized by the Province. This is the responsibility of Manitoba Public Insurance and in particular, the Executive Director, Driver Safety and Regulatory Control & Registrar of Motor Vehicles

**Irregular vehicles** specifically refers to any “unlicensed vehicles” including but not limited to –golf carts, gators, ATV’s, off-road vehicles, etc.

**Roadways** –includes parking lots, connecting roads to/from parking lots and pathways which run parallel to roadways

The Assiniboine Park Conservancy allows the use of irregular vehicles on park grounds providing there is no damage to park grounds and prohibits any use of unlicensed vehicles on roadways as a condition of usage of the Park. Organizations not complying with this requirement will be denied access to the park for subsequent future events

4. Access to the Lyric Theatre for set up and removal of table, chairs, or any other items required for the execution of the event booking by the client is subject to approval by the APC Events office and will be accommodated based on other performance based booking obligations. In some cases, set up and removal of all items may only be available on the date of the event
5. Terrace in the Park has exclusive catering privileges at the Lyric Theatre stage. No other outside food or beverage is permitted
6. Evening bookings (after 4:30 pm), require a minimum of 1 security personnel to be arranged by APC, the cost of which is the sole responsibility of the client
7. Restrooms are available for use by the client but they are not handicap accessible
8. APC’s signage at the Lyric Theatre can NOT be covered during your event
9. **Parking is NOT permitted at the Lyric Theatre** and should only be used as a drop off area. You should arrange to have a volunteer man the area for smooth flow of your event. This is essential if you have a number of groups performing that are being dropped off or deliveries. There is NO parking beside the Pavilion, these spots are designated for Staff and Restaurant and you may be towed without warning.