



**THIS AGREEMENT** dated for reference: \_\_\_\_\_

**FACILITY RENTAL AGREEMENT**

Between:

**The Kamloops Food Policy Council  
(the “KFPC”)**

185 Royal Avenue  
Kamloops BC V2B 8J6

And:

(the “**Rentee**”)

185 Royal Avenue  
Kamloops BC V2B 8J6

**WHEREAS** the Rentee is looking to rent the Parklet space in Kamloops for the purpose of hosting events, workshops, meetings, and similar activities

**WHEREAS** the KFPC is an organization that provides a short-term rental area to groups, organizations, and local individuals and operates at 185 Royal Avenue, Kamloops BC V2B 8J6 called the KFPC (the “Stir”).

**AND WHEREAS** the Rentee has requested access to rent the Parklet from the KFPC on a short-term basis and the KFPC has agreed to such a service on a contract for service basis.

**IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED IN THIS AGREEMENT THE PARTIES AGREE AS FOLLOWS:**



## 1. DEFINITIONS

- 1.1. **“Designated Use”** means the time period in which the Rentee has booked to use or occupy the Parklet.
- 1.2. **“Parklet”** refers to the front exterior space of The Stir along Royal Avenue with benches and planters, excluding: indoor access, such as offices, coolers, and the commercial kitchen.
- 1.3. **“Equipment”** means any of the equipment and furniture owned by the KFPC and contained within the Parklet.
- 1.4. **“Personal Equipment”** means any property or equipment belonging to the Rentee and/or their Invitees that they bring with them during their Designate Use of the Parklet.
- 1.5. **“Invitees”** means any person other than the Rentee brought by invitation of the Rentee to the Stir Kitchen to assist them during, or participate in the time of their Designated Use.
- 1.6. **“Parties”** refers to The Stir and the User, collectively.

## 2. TERM

- 1.1. This Agreement is in effect from -/-/— to -/-/— with the Rentee having a designated use period from -:- AM/PM to -:- AM/PM.
- 1.2. The Rentee does hereby agree to rent the Parklet from the KFPC for the term of this Agreement and subject to the conditions set out in this Agreement.

## 2. RENT & BOOKING

- 2.1. The Rentee agrees to pay for time and use of the Parklet in accordance with the fees outlined in the **PRICING** section of this agreement.
- 2.2. The Rentee understands that they must pay the minimum of a 4-hour rental period, regardless of whether or not they were in the space for the entire Designated Use Period; and that they may not book the Parklet for longer than the allotted time unless previously agreed upon with The Stir.
- 2.3. The KFPC reserves the right to adjust the hourly rate and fees charged for time and use of the Parklet and will provide 30 days written notice in advance of any changes made to the hourly rates or fees of the Parklet.
- 2.4. The Rentee agree that the approval of their Designated Use Period is not subject to exclusive use of the space.



## USE OF PARKLET

- 2.5. The Rentee agrees that their Designated Use of the Parklet is granted by the KFPC on an “as is, where is, when available” basis and that the Rentee does not have sole use or occupation of the Parklet under the terms of this Agreement.
- 2.6. The Rentee may bring Personal Equipment to the Parklet during the time of their Designated Use. The KFPC is not responsible for any damage to the Rentee’s Personal Equipment and the Rentee must remove all Personal Equipment from the Parklet at the end of their Designated Use.
- 2.7. The Rentee will not to carry on or permit an activity in the Parklet which is noxious, offensive or would constitute a private or public nuisance that would annoy, disturb or cause damage to the KFPC, other renters or surrounding landowners to the Parklet.
- 2.8. The Rentee will clean up and return The Parklet to its state prior to the Renter’s use of the space, including but not limited to cleaning up spills, and collecting garbage, recycling and/or compost in the appropriate receptacles.
  - 2.8.1. The Rentee agrees that the KFPC may impose a fine for failing to leave the Parklet at the end of their Designated Use in neat, tidy and clean order.
- 2.9. The Rentee agrees to leave all walkways and entrance ways to The Stir clear and allow unobstructed access for KFPC staff, guests, clients, and other individuals who are renting space from the KFPC and their guests and customers.
- 2.10. The Rentee agrees that the KFPC will have the sole discretion to amend the size, location, and layout of the Parklet and the Rentee will not move or relocate Equipment in the Parklet without first obtaining express permission from the KFPC.
- 2.11. The Rentee agrees that the KFPC has made no representations, warranties, covenants or agreements concerning the proposed use of the Parklet by the Renter or undertaken any covenant to repair or improve the Parklet except as provided in this Agreement. The Rentee is solely responsible for determining if the Parklet is suitable for the Rentee’s intended use prior to the commencement of this Agreement.

## 3. PRICING

- 3.1. The Rentee understands that the minimum Designated Use period is 4 hours at the rate of \$225 or \$175 for StirMakers. Additional hours can be added on at a rate of \$50/hr or \$37.50/hr for StirMakers, upon approval.



- 3.1.1. \*Refunds may be granted if the User requests to cancel their booking greater than one week in advance of their rental period, as per the **TERMINATION** section of this agreement.
- 3.1.2. The rentee can complete payments by signing up for a [Food Corridor Account](#), and linking a payment method through Stripe

#### **4. SECURITY**

- 4.1. The Rentee will not be given a key to the Stirfront; Stir Makers will have a unique access code to the warehouse, and can access the Parklet freely from Royal Avenue. Stir Makers are not to access the Parklet through the Stirfront door.
- 4.2. The Rentee must be present in the Parklet for the entirety of their Designated Use..

#### **5. CONDUCT & CULTURE**

- 5.1. The KFPC is committed to providing a culture that is collegial, respectful and welcoming in the Stir Kitchen that is free from bullying, harassment, and discrimination. The Rentee will adhere to this culture while at the Parklet and during their Designated Use of the Parklet. Failure to do so or participating in conduct that is contrary to the respectful culture of the KFPC or the Parklet may result in the termination of this Agreement.
- 5.2. The Rentee will abide by all terms and conditions of the Conduct Agreement. Failure to do so may result in a termination of this Agreement.

#### **6. INDEMNIFICATION**

- 6.1. The Rentee will indemnify and save harmless the KFPC, its officers, directors, employees, volunteers and agents against any and all claims, demands, causes of action, actions, proceedings, losses, damages, expenses, costs and legal fees that may arise, including those that may arise out of, or is in any way connected with an act of God, flooding, a power outage, fire, short term closure, the Renter's Designated Use of the Parklet or use of Equipment, including an Invitee's use or occupation of the Parklet or any breach by the KFPC of its obligations under this Agreement.
- 6.2. The Rentee hereby assumes all risk of harm, injury, damage or death which may occur to them or their Invitees while using the Parklet or the Equipment and accepts these risks for



themselves, their Invitees, their heirs, executors, administrators or anyone else who may claim on their behalf. This assumption of risk will survive the termination or expiration of this Agreement.

- 6.3. The Rentee will reimburse or otherwise pay any expenses incurred by the KFPC for costs of any lost equipment, damage or destruction caused to the Stir and its contents as a result of a willful, negligent, inadvertent or accidental action by the Rentee or their Invitees.

## 7. INSURANCE POLICY

- 7.1. The Stir does not provide rental insurance for this event. However, rental insurance for this short term agreement IS required.
- 7.2. Short term rental policy must be obtained and provided to the Stir staff BEFORE the time of the event.
- 7.3. The Rentee understands the risks associated with the rental of the Riverfront Courtyard and cannot hold The KFPC accountable for any damaged property.
- 7.4. Special Event Insurance Providers in Kamloops for consideration.

<https://www.insurebc.ca/travel-lifestyle-insurance/special-events>

<https://www.westlandinsurance.ca/event-insurance/>

<https://shop.insurebc.ca/special-events/buy>

## 8. LEGAL COMPLIANCE

- 8.1. The Rentee will adhere to all municipal, provincial and federal bylaws, regulations, legislation, policies and licensing requirements. This includes business licensing, permits or event licenses, ensuring leaders are accredited, and fulfilling other necessary legalities needed to host their event as established by the applicable municipality.
  - 8.1.1. The KFPC may demand copies of relevant documentation which demonstrates the Rentee's compliance with the applicable authorities and regulatory bodies listed in 8.1.



## 9. TERMINATION

- 9.1. The Rentee may terminate this Agreement by providing 7 days written notice in person or to the address of the KFPC listed in this Agreement, before the date of the Designated Use Period.
- 9.2. If the Rentee fails to provide adequate notice of termination, their 50% retainer will not be refunded.
- 9.3. The KFPC may terminate this Agreement by providing 7 days written notice in person to the Rentee or to the address of the Rentee listed in this Agreement. Should any term of the Conduct Agreement be breached, the KFPC may terminate the agreement immediately without 7 days' notice to the Rentee.

## 10. DISCLAIMERS

- 12.1 The Stir reserves the right to make amendments to this agreement if deemed necessary
- 12.3 Rentals subject to staffing availability
- 12.4 The Stir reserves the right to publish any photos or video taken by, or shared with, KFPC staff during the Designated Use Period.

## 11. MISCELLANEOUS

- 11.1. Nothing contained within this Agreement shall be construed as the KFPC and the Rentee engaging in a joint venture or partnership. The relationship between the parties is restricted to the terms of this Agreement.
- 11.2. The Rentee will not assign this Agreement to another party.
- 11.3. Words in the singular will include the plural and words in the masculine gender will include feminine and gender-neutral pronouns.
- 11.4. This Agreement may be executed in counterparts and delivered electronically.
- 11.5. If any provision of this Agreement is deemed to be or found illegal, invalid or unenforceable, it will be deemed to be severed from this Agreement and the remaining provisions will continue to have full force and effect.



11.6. The Rentee acknowledges that KFPC has made no representations, covenants, warranties, guarantees, promises or agreements (verbal or otherwise) with the Rentee other than those contained within the Agreement.

11.7. This Agreement shall be governed and construed in accordance with the laws of British Columbia.

## AUTHORIZATION

### Rentee:

Main Representee's Name

### Signature

Date

## The Stir:

## Food Hub Manager

### Signature

Date