

Unionville Millennium Bandstand Event Application



Thank you for your interest in hosting a community event at the Unionville Millennium Bandstand in Markham.

The City of Markham permits community events and entertainment performances at the Millennium Bandstand between May 1-September 30 annually, weather permitting. This space is suitable for one-day events. Permit/booking fees apply.

A minimum of 90 days is required to receive and review event applications. Longer timelines and additional logistical requirements may be required depending on the size and scope of the request. Please prepare and submit this application form accordingly.

To help us serve you better, please complete this application form in its entirety.

Please direct any questions and return the completed application form to: specialevents@markham.ca, 905.477.7000 x 3797

Once the completed application form has been received and reviewed, an Event Lead with the City will be allocated to your request to provide assistance to you through the event planning process.

EVENT INFORMATION

Name:	
Estimated Attendance:	(per performance/date)
Description:	

Please note, ticket sales, admission and/or attendance fee(s) cannot be charged before or during the event. Access to the Unionville Millennium Bandstand must remain free and open to the public at all times.

Please refer to the facility Terms & Conditions at the end of this document for more information about activities permitted at the Unionville Millennium Bandstand.

APPLICANT INFORMATION

Event applicants must be Markham residents or representatives of Markham-based registered non-profit/charity organizations.

Applicant Name:	
Applicant Title:	
*Organization:	
Address:	(Street, City, Prov, Postal Code
Tel. #:	
Cell #:	
Email:	
Website:	
*Please provide proof of non-profit/charity registration status:	
☐ Master Business License or Articles of Incorporation attached	
☐ Charitable Registration number	
ON-SITE CONTACT	
Contact Name:	
Cell #:	
Email:	

PERFORMANCE DETAILS:

Bandstand reservations are available starting early May through last September, weather permitting.

Please return completed applications to specialevents@markham.ca a minimum of 30 days prior to the first date requested.

Preferred Date(s)	Set-up Time (Start)	Event Start Time*	Event End Time*	Tear Down (Finish)
1. Click here to enter				
a date.				
2. Click here to enter				
a date.				
3. Click here to enter				
a date.				
4. Click here to enter				
a date.				

^{*}A City of Markham Noise Exemption Permit is required when requesting amplified noise at the following times:

Monday-Thursdays Before 7:00 a.m. and after 5:00 p.m. Friday & Saturdays Before 7:00 a.m. and after 11 p.m. Sundays Before 9:00 a.m. and after 5:00 p.m.

FACILITY TERMS & CONDITIONS

RESTRICTIONS

The following activities/services are not permitted at the Unionville Millennium Bandstand:

- Alcohol sale, service or consumption
- Cash collection, fundraising
- Collecting signatures or conducting petitions
- Fireworks
- Food/food vendor sale or service
- Inflatables
- Mobile/portable/lawn signs
- Religious or political events
- Selling/commercial vendors/retail sales
- Smoking and vaping are not permitted on all City property.
- The use of drones is not permitted on all City property.

Ticket sales, admission and/or attendance fee(s) cannot be charged before or during the event.

Access to the Unionville Millennium Bandstand must remain free and open to the public at all times. **INSURANCE REQUIREMENTS**

The Event applicant is required to purchase and maintain in force during the Performance Date(s), Setup and Strike Date(s), at their own expense, a Commercial General Liability Insurance with a minimum amount of \$5 million for each occurrence naming the Corporation of the City of Markham as additional insured, and including cross liability & products and complete operations endorsements. Based on the event details provided, the Event Administrator assigned to your file will determine if any additional insurance coverages are required.

Certificate(s) of insurance identifying the required insurance coverages must be provided to the City of Markham <u>at least 30 days</u> prior to the start date of the event. Certificates can be emailed to specialevents@markham.ca

INCLUSION

Events promoting views and ideas likely to encourage discrimination, contempt or hatred for any person on the basis of race, national or ethnic origin, ancestry, color, citizenship, religion, age, sex, marital status, family status, sexual orientation, gender identity, disability, political affiliation, receipt of public assistance or level literacy, will not be permitted at any municipal facility.

ACKNOWLEDGEMENTS

- 1. All events and bookings are subject to all applicable guidelines, policies, by-laws, laws and legislation as enforced by applicable City staff, by-law officers, and any members of Municipal, Provincial and Federal law enforcement. Should an event be found in contravention with any applicable guidelines, policies, by-laws, laws and legislation, the Applicant may be subject to additional fees, fines, penalty or other charges.
- 2. All persons attending any event in any space governed by the City shall conduct themselves in an orderly manner. The Applicant understands all by-laws and legislation that relate to the event and activities being conducted, and assumes responsibility for ensuring that these activities and their participants will comply with the requirements of any applicable Municipal, Provincial or Federal legislation.
- 3. The Applicant assumes full responsibility for the proper supervision of all activities conducted therein, are solely responsible for any claims arising out of the event, and agree to indemnify and hold harmless the City (and its affiliates, elected officials, officers, employees and representatives) from all claims, damages, liabilities or judgments arising directly or indirectly from the Applicant's use of the premises hereby permitted.
- 4. The Applicant shall be responsible for any additional charges incurred by exceeding the allotted time, using additional space, clean up beyond expectations, and/or damages.
- 5. The Applicant must be prepared to present any and all required Federal, Provincial, Regional and/or Municipal permits any time during permitted use of City property.

- 6. The City requires that all events in Markham are accessible and compliant with the Accessibility for Ontarians with Disabilities Act.
- 7. Fire regulations shall govern the maximum attendance at any facility or any permitted space, and all entrances and exits, access and egress points must be kept free from obstacles and obstructions at all times. All areas and aspects of the event are subject to inspection by City of Markham Fire Prevention Officers at any time.
- 8. The Applicant is responsible for adequately considering and planning for event emergencies (i.e. lost child, site evacuation, fire, inclement weather, etc.) and for ensuring the event has a current Emergency Response Plan in place.

THE EVENT APPLICANT AGREES:

- 1. To complete and sign the completed City of Markham Application, and return to the City of Markham Event Administrator a minimum of 30 days prior to the first date requested.
- 2. The City of Markham reserves the right (in its sole discretion, and without any liability to the applicant, any vendor, operator or participant) to change or cancel the Event or deny entry/participation, if any requirement or condition of this application is not met.
- 3. The Bandstand shall be used for entertainment purposes only, and must contribute to the cultural enrichment and/or promotion of the City of Markham.
- 4. To pay all fees and expenses related to the Event (without limitation, fees set out in the Fee Schedule). All applicable fees invoiced by the City of Markham must be paid immediately after the event. Fees are nonrefundable including events impacted by unfavorable weather, low attendance, and /or withdrawal from the event.
- 5. To comply with all applicable laws and regulations and City of Markham By-Laws and Policies. All permits/licenses must be obtained as required.
- 6. That all changes or cancellations must be done in writing 14 days before the event. Verbal cancellation will not be accepted.
- 7. To remove all equipment, liter and debris associated with the event.
- 8. The City is not responsible for any injury to persons and lost/stolen property.
- 9. To supply their own staff/volunteers to support their event.
- 10. That the City of Markham Logo will NOT be used and printed or released on any publicity, media releases or collateral related to the Event, without prior approval by City of Markham.
- 11. To prevent obstructions at all ramp ways, entrances, exits, stairways, sidewalks and restrooms.

12. To recompense the City for any damage to property or damage or loss of equipment or materials, staff time that may occur during the applicant's occupancy, or because of the use of the same. All permitted property is to be left in the same manner as it was found at the start of the occupancy.

AGREEMENT UPON APPROVAL

Approval for use of the Unionville Millennium Bandstand will be considered by Special Events at the City of Markham upon completion and submission of all event requirements and fee payment. The submission of an Event Application Form does not represent an approved booking or event authorization.

I do hereby agree that by signing below:

- 1) I have read and understood this application (including Terms and Conditions), and will abide by them and must comply with all applicable laws and regulations including City of Markham By-laws and Policies;
- 2) I will pay all fees and compensation associated with damage on City property caused directly or indirectly;
- 3) I have, or will obtain, the required Insurance as stated by the Event applicant;
- 4) HEREBY WAIVES, RELEASES, AND FOREVER DISCHARGES THE CORPORATION OF THE CITY OF MARKHAM (THE "CITY OF MARKHAM"), AND ITS AFFILIATES, ELECTED OFFICIALS, DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS, AND VOLUNTEERS (COLLECTIVELY, "CITY OF MARKHAM REPRESENTATIVES") FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, DEMANDS, ACTIONS, OR CAUSES OF ACTION FOR LOSSES, COSTS, EXPENSES OR DAMAGES TO PROPERTY OR PERSONAL INJURY (INCLUDING DEATH) (COLLECTIVELY "LIABILITY") WHICH ARISES FROM OR IS IN ANY WAY CONNECTED WITH THE EVENT, AND HEREBY AGREES TO HOLD HARMLESS, INDEMNIFY, AND DEFEND THE CITY OF MARKHAM REPRESENTATIVES FROM AND AGAINST ANY AND ALL LIABILITY WHICH MAY RESULT FROM, OR IS IN ANY WAY CONNECTED WITH THE EVENT.

Applicant Name:	 	 	
Signature:	 	 	
Date:			