

**STEVESTON HARBOUR AUTHORITY  
OPERATIONS DIRECTIVE # 34  
USE OF SHA BOARDWALK**

**I. INTRODUCTION**

**A. PURPOSE**

To provide guidelines for the safe and efficient use of the SHA boardwalk for authorized displays or performances.

**B. APPLICATION**

This directive applies to all individuals, groups, companies, and organizations who wish to hold an event on the boardwalk at the Steveston Harbour Gulf Site.

**II. POLICY**

**A. FACILITY USE CRITERIA**

1. Use of the SHA boardwalk is restricted to the large northern alcove. Use of the main walkway or viewpoints is not permitted.
2. Performing artists must perform for the sole purpose of entertaining the public. Performers will not be permitted to sell items or marketable wares of any kind while on SHA property without the prior approval of the SHA.
3. Food vendors, clothing vendors, visual artists or any other vendors generating profits are not permitted.
4. Audible performers must do so at a volume which does not disturb other subtenants, vessel owners or the public.
5. Licensees are not permitted to do anything which could endanger harbour users or the public.
6. Animals of any kind are not permitted.
7. Open flames are not permitted.
8. Serving, selling or consuming alcohol is not permitted.
9. All Licensees shall at all times during the event keep the facilities and surrounding area in a sanitary, clean and tidy condition and must clean the facility at the conclusion of the event to the satisfaction of the SHA.

10. News broadcasts are welcomed whereby the harbour, commercial fishing industry and / or the community as a whole is promoted.

## **B. PROCEDURES**

1. An Operations file must be started for each organization who requests use of the facility in order to hold an event, display or performance.
2. Each applicant must complete a "Use of Boardwalk License Application" outlining the complete details of the proposed event. This application is then to be returned to the SHA at least ten (10) days prior to the initial day that the facility is to be used.
3. Once returned, the completed license will either be approved or rejected by the SHA General Manager or his or her delegate.
4. If approved, the original Use of Boardwalk License Application is to be kept in the Operations file and a second copy returned to the applicant.

## **C. RATES**

Rates for use of the boardwalk are determined by the SHA based on the scope of the proposed event. However, as the intended use of the boardwalk is for the public to enjoy displays and performances by non-profit individuals and organizations, the SHA may agree to waive all licensing fees. Any site preparation or labour required by the licensee that will be conducted by the SHA will be charged to the licensee in accordance with the current SHA Rates Directive.

## **D. INSURANCE**

1. The SHA reserves the right to determine if liability insurance is required of the applicant based upon the scope of the event.
2. Each applicant must provide the SHA with proof of comprehensive general liability insurance or a liability policy for the specific event of no less than \$2 million or such other amount as required by the SHA.
3. A copy of the certificate of insurance must be provided to the SHA prior to the commencement date of the license agreement.
4. The insurance policy must name the SHA as an additional insured.

**REVISED: July 11, 2007**

**APPROVED:**

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Bob Baziuk, General Manager  
Steveston Harbour Authority

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Date

Appendix A

**Steveston Harbour Authority**  
**Special Event License Application**

**Name of Licensee:**

(The "Licensee")

**Address:**

**Contact Name:**

**Telephone:**

**Fax:**

THIS LICENSE BETWEEN:

THE **STEVESTON HARBOUR AUTHORITY**, (the "Licensor")  
12740 Trites Road  
Richmond, BC V7E 3R8  
Ph: 604-272-5539 Fax: 604-271-6142

AND

\_\_\_\_\_ (The "Licensee")

who has inspected the Facility managed by the Licensor and finds it suitable,  
hereby applies and requests the Licensor to provide the privilege to the Licensee  
to:

at a rate and under the conditions set out herein:

**1. TERM**

The License granted herein shall commence at \_\_\_\_\_  
hours, on (day) \_\_\_\_\_, (date) \_\_\_\_\_,  
(month) \_\_\_\_\_, 20\_\_\_\_ and shall last for a period  
of \_\_\_\_\_ hours thereafter to be fully complete and ended by  
\_\_\_\_\_ hours, on (day) \_\_\_\_\_  
(date) \_\_\_\_\_, (month) \_\_\_\_\_, 20\_\_\_\_\_.

**2. FEE**

The Licensee shall pay the Licensor the sum of \_\_\_\_\_  
dollars, (\$ \_\_\_\_\_) (plus applicable taxes) to include  
beginning of setup to completion of cleanup, payable in advance for use of  
the requested facility.

**3. LOCATION**

This license is for the privilege to occupy the portion of property known as  
“the SHA Boardwalk,” as specified in the attached diagram, to hold an  
event.

**4. REFERENCES**

Please include the names and phone numbers of three (3) trade  
references below.

1. Name \_\_\_\_\_ Phone \_\_\_\_\_

2. Name \_\_\_\_\_ Phone \_\_\_\_\_

3. Name \_\_\_\_\_ Phone \_\_\_\_\_

**5. ASSIGNMENT**

The Licensee shall not assign or transfer this license or any of the  
privileges granted hereunder.

## **6. ACCESS**

The employees, agents and nominees of the Steveston Harbour Authority shall, at all times and for all purposes have full and free access to the area(s) used by the Licensee pursuant to this License.

## **7. CONDITIONS**

1. The event(s) must not impede the traffic flow of the boardwalk nor interfere with harbour users or subtenants.
2. The Licensee must supply all labour, material and power supplies needed to effectively hold and complete the event.
3. The Licensee must provide a contact person to enable direct contact with the SHA representative to ensure the safe and efficient operation of Steveston Harbour during the event.
4. The Licensee agrees to hold harmless and indemnify the Licensor for any and all claims, including but not limited to those involving damage to persons or property which may arise from the event or the granting of this license, whether such a claim is occasioned by or contributed to by the negligence of the licensor, its servants or agents. This indemnification includes the Licensor's legal fees.
5. This license is subject to immediate cancellation by the General Manager or his or her delegate.
6. The Licensee must provide any equipment and / or manpower necessary to restore the property to the condition and cleanliness in which it was found at the beginning of this agreement. This includes the ordering, positioning and disposal of garbage bins which may be required by the organizers, participants or their guests.

## **8. LIABILITY**

The Steveston Harbour Authority shall not be under any liability to

\_\_\_\_\_ (The Licensee), its members,

employees or guests, either in contract or in tort or otherwise, whether loss or damage is occasioned by the negligence of the Licensor or otherwise and the Licensee agrees to notify its members and guests of this provision by posting an originally signed copy this paragraph in a conspicuous location on the premises of the event (see Appendix B). The certificates of insurance in effect are attached.

The right and privilege hereby granted is subject to the conditions outlined above and in the attached appendices.

IN WITNESS WHEREOF the parties hereto have executed this application and license on the date set out below.

\_\_\_\_\_  
**Signature of Licensee**

\_\_\_\_\_  
**Date**

**Per:**

\_\_\_\_\_  
**Steveston Harbour Authority**

\_\_\_\_\_  
**Date**

In the event of an emergency, the following representative of the SHA is to be contacted immediately:

Primary contact person: \_\_\_\_\_

Contact No: \_\_\_\_\_

## **PUBLIC NOTICE**

The Steveston Harbour Authority shall not be under any liability to \_\_\_\_\_, its members, employees or guests, either in contract or in tort or otherwise, whether loss or damage is occasioned by negligence or otherwise, and \_\_\_\_\_ agrees to notify its members and guests of this provision by posting this paragraph in a conspicuous location on the premises of the event.

\_\_\_\_\_  
Signature of Licensee

\_\_\_\_\_  
Date

Per:

\_\_\_\_\_  
Steveston Harbour Authority

\_\_\_\_\_  
Date

