

Terms and Conditions: I Love Regina Day – August 19, 2023

The following terms and conditions apply to each Exhibitor's or Performer's (the "Licensee") use and occupation of City Square Plaza (collectively referred to as the "Plaza") and surrounding parks and sidewalks:

- 1. The City of Regina may revoke any permit or permission granted to the Licensee to use and occupy the Plaza at any time with or without cause. In such cases, an effort will be made to notify Licensees within a reasonable time. If the Licensee's permit or permission to use and occupy the Plaza is cancelled, the Licensee will have no claim or right to damages, or reimbursement on account of any loss, damage, or expense whatsoever.
- 2. The Licensee is responsible for the conduct and supervision of all of its persons using the Plaza, facility, park or open space on the dates and times authorized by the City of Regina.
- 3. The Licensee hereby agrees to save harmless and indemnify the City of Regina against any and all claims, liabilities, demands, damages or rights or causes of action whatever, made or asserted by anyone arising out of or incidental to the application or to the use and occupancy of the Plaza.
- 4. The City recommends that the Licensee should purchase insurance to protect against any risks that are associated with the Licensee's activity. The City recommends that the Licensee see an insurance broker to discuss these insurance needs. In the event of damage being caused to any City of Regina property or assets, the City of Regina may seek to recover those damages from the Licensee. The City of Regina is not responsible for any losses that the Licensee causes. The City of Regina does not accept any responsibility whatsoever for any losses, property damage or injury that may result from the Licensee's activity.
- 5. The City of Regina is not responsible for the loss or theft of the Licensee's property, or the property of anyone attending on the invitation of the Licensee.
- 6. The Licensee is responsible for all damage to the Plaza, facilities, equipment or furnishings, however caused, arising out of or during the use of the facilities.
- 7. The City of Regina reserves the right to evict any individuals associated with the Licensee from the Plaza who are seen as not acting in the best interests of the program or activity or who display inappropriate behaviour.
- 8. The Licensee is subject to any provisions set out in any additional licensing or lease agreements that the Licensee has entered into with the City of Regina.
- 9. The Licensee understands the legislative requirements that relate to the activities and program being conducted, and therefore, is responsible for ensuring that these activities and the participants in them will comply with the requirements of any applicable federal or provincial legislation.
- 10. The Plaza, facility, park or open space is to be used only on the date(s) and hour(s) shown and only for the purpose authorized by the City of Regina.
- 11. The Licensee is prohibited from charging any admission fee for the use of the Plaza, facility, park or open space unless authorized by the City of Regina.
- 12. The Licensee is prohibited from selling any goods or services in the Plaza, facility, park or open space except as authorized by written agreement with the City of Regina.
- 13. The Licensee is prohibited from having any alcoholic beverages in the Plaza, facility, park or open space unless the City of Regina gives written permission and the Licensee obtains a liquor permit from Saskatchewan Liquor and Gaming Authority.
- 14. No smoking shall be permitted in the Plaza or facility.
- 15. The Licensee is responsible for setting up, removing and cleaning the Plaza or facility and all related equipment.
- 16. The Licensee acknowledges that the City of Regina is not providing any security services and that it is the obligation of the Licensee, at its own expense, to make arrangements for security services if such services will be required.
- 17. The Licensee is solely responsible for payment of any applicable license fees to copyright societies (eg: SOCAN) with respect to the playing of live or recorded music in the Plaza or facility.
- 18. The Licensee may not place any advertisement, notice, picture or decoration in the Plaza or facility without the prior written consent of the City of Regina.

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