

Applicant Information

Applicant Name: Fladhamer Brian B
Last First Initial

Organization Name (if applicable): Kootenay Vibes Entertainment

Event Sponsor (if applicable): _____

Applicant Address: 12113 [REDACTED]
Street Address Apartment/Unit #

Creston BC V0B 1G3
City Province Postal Code

Phone: 250-514-0312 Email: bfladz@gmail.com

Booking Information

Booking Type: ☐ Open Booking – Casual use (less than 50 ppl.) ☒ Open Booking – Event Use (50 ppl. or more)
☐ Closed Booking

*Note: See Definitions in Parks Information, Procedures, Terms and Conditions attached below.

Booking Date: _____

Booking Time Slot:

Casual Use:	<input type="checkbox"/> 7am-2pm	<input type="checkbox"/> 2pm-10pm
Event Use:	<input checked="" type="checkbox"/> 7am-10pm	Extra time required? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes

*Note: Set up and take down must be completed within the allotted time

Event Location: ☒ Millennium Park ☐ Centennial Park – Picnic Shelter Only ☐ 11th Ave Walkthrough ☐ Burns Park
☐ Schikurski Park ☐ Centennial Park ☐ Dodd's Creek Park ☐ Rotary Park
☐ Downtown Green Space ☐ Taku+ni (previously Market Park) ☐ Spirit of Creston Square
☐ Other (please specify): _____

Power requirements: ☐ No ☒ Yes

Describe (include hook up requirements and use):

Concert style DJ show with sound and lights

Is liquor being served? ☒ No ☐ Yes (Note: Special Event Permit and Council approval required)

Anticipated number of attendees:

50-100

(Note: for Millennium Park bookings – events great than 250 people require Council approval)

(Note: for Events greater than 500 people - Special Events Permit Application is required)

Supporting Information

Event
Description:

Concert style DJ show featuring local
talent. Open to the public. All ages. 6pm-10pm

☐ Site Plan (for
event uses or
otherwise
required)

☐ Liability Insurance (for event
uses or otherwise required)

☐ Waiver of Liability (all
bookings)

☐ Special Event Permit (if liquor is
served)

Acknowledgement and Signature(s)

I certify that I am 18 years of age or older and that all information submitted in this application is correct and complete. I have read this application form in its entirety, and I agree to abide by any and all posted Park regulations, the terms and conditions noted below, and all applicable Provincial and Municipal legislation, regulation, and bylaws. I acknowledge that failure to comply with the above could lead to my removal from the booked area, immediate cancellation of the event and possible monetary fines.

I acknowledge that I have received and read the Booking Information and Procedures and Terms and Conditions provided on pages 4 and 5 of this form. Any violations of the terms and conditions noted on pages 4 and 5 will result in permit revocation.

Applicant Signature: _____

Date: April 2, 2025

Sponsor Signature (if
applicable): _____

Date: _____

Please complete pages 3-5.

The Town of Creston collects your information for the purposes of administering Town of Creston programs and services, including permits and licensing services, in accordance with Section 26 of the Freedom of Information and Protection of Privacy Act (FOIPPA). Information collected with this form, including copies of any associated documentation submitted as part of this application, may be disclosed to the public in accordance with FOIPPA. If you have any questions about the collection and use of information, please contact the Town's Corporate Officer at 250-428-2214, ext. 210.

Booking Fees

Booking fees are as found in Schedule 8 of Fees and Charges Bylaw No. 1763, 2011, as amended from time to time.

Office Use Only

Decision: ☐ Approved ☐ Denied ☐ Fees Waived ☐ Fees Paid \$ _____

By: _____ Signature: _____ Date: _____

☐ Copy to Applicant

☐ Fees Paid (if
required)

☐ Proof of Insurance (if
required)

☐ Recorded in Calendar

☐ Permit Filed and
Indexed

For Closed Bookings or Liquor Served:

☐ RCMP

☐ CFR

☐ Ambulance

Waiver of Liability

Applicant Name: Fladhauser Brian B
Last First Initial

Organization Name
(if applicable): Kootenay Vibes Entertainment

Event Sponsor
(if applicable):

Applicant Address: [REDACTED]
Street Address Apartment/Unit #
Creston BC V0B 1G3
City Province Postal Code

Park Booking Activity: Party in the park series

Start Date: May 2, 2025 End Date: August 1st, 2025

In consideration of the Town of Creston agreeing to permit the Applicant to use the above referenced location, the undersigned does hereby release the Town of Creston from any and all liability whatsoever and does hereby agree to indemnify and save harmless the Town of Creston.

The Applicant does hereby agree to use the location only for the purposes of the said use or event and strictly in accordance with any and all regulations, municipal, provincial or federal, applicable to holding the said use or event in the above referenced location.

DATED at the Town of Creston this 2 day of April, 2025.

The Applicant, by its proper officers authorized to sign on its behalf:

[Signature]
Authorized Signatory

Authorized Signatory

Park Booking Information, Procedures, Terms and Conditions

Booking Information

* Information from Parks & Public Spaces Booking Policy (SER-009-010).

Important Definitions

1. **Booking** means the reservation of a Town owned or operated park, public space or facility.
2. **Casual use** means an open booking, for informal activities such as birthday parties, staff luncheons, picnics, and similar uses with less than 50 people.
3. **Closed booking** means the booking of a park, public space or facility for a community orientated event, where the booked area is closed to the general public, or where an admission fee is charged to access the booked area.
4. **Community orientated event** means an open or closed booking, accessible to the general public, that brings community members together through a social event to enhance community spirit, quality of life, and the public realm.
5. **Event use** means an open or closed booking, for gatherings of 50 people or more, and includes uses such as concerts, art shows, or similar uses.
6. **Open booking** means the booking of a park, public space or facility where the general public retains access to booked area.
7. **Established annual community event** means Creston Valley Blossom Festival, Creston Valley Fall Fair, Creston Valley Winter Festival, or other events as defined in Parks, Trails, and Public Places Regulations Bylaw No. 1788, 2014.
8. **Facility** means a feature, area, or structure in a Town owned or operated park or public space.

Booking Procedures

* Information from Parks & Public Spaces Booking Policy (SER-009-010).

Booking Procedure

1. All Closed, or Event Use bookings must be approved or denied by the Chief Administrative Officer, Corporate Officer, or Director of Community Services.
2. All Open, Casual Use bookings must be approved or denied by the Chief Administrative Officer, Corporate Officer, Director of Community Services, or designate.
3. Any person or organization intending to book a Town owned park, public space or facility must complete and sign the appropriate application form, as available at Town Hall.
4. No park, public space or facility booking will be authorized to a person under the age of 18 years.
5. No park, public space or facility booking will be authorized without a properly executed waiver of liability and indemnity form.
6. If requested by the Town, the applicant(s) and event organizer(s) will be required to provide 3rd party liability insurance of an amount not less than \$2,000,000, naming the Town of Creston as additional insured.
7. Bookings are registered on a first-come, first-serve basis.
8. Open booking applications must be submitted to the Town of Creston a minimum of 15 business days prior to the event.
9. Open booking fees will not be refunded.
10. Closed booking applications must be submitted to the Town of Creston a minimum of 30 business days (6 weeks) prior to the event.
11. Closed booking fees may be refunded, less a \$50 administrative fee, when in accordance with Parks, Trails, and Public Places Regulations Bylaw No. 1788, 2014.
12. For casual uses, the maximum time a park, public space or facility may be booked shall be for one time slot per day, between the hours of 7:00 a.m. and 2:00 p.m. or 2:00 p.m. and 10:00 p.m.. All set up and take down must be completed within the allotted time.
13. For event uses, the maximum time a park, public space or facility may be booked shall be between the hours of 7:00 a.m. and 10:00 p.m., unless specifically permitted by the Chief Administrative Officer, Corporate Officer, or Director of Community Services. All set up and take down must be completed within the allotted time.
14. All Town parks are closed to bookings between 10:00 p.m. and 7:00 a.m. daily, unless specifically permitted by the Chief Administrative Officer, Corporate Officer, or Director of Community Services.
15. All bookings with greater than 500 people must be approved or denied by Council.
16. All bookings serving liquor must be approved or denied by Council.

Applicant Initials B1

Terms & Conditions*

* Information from Parks & Public Spaces Booking Policy (SER-009-010).

General Terms & Conditions of Booking

1. Pets are prohibited, unless permitted by Parks, Trails, and Public Places Regulations Bylaw No. 1788, 2014.
2. No sales or other business shall be conducted, without a Commercial Vendor Permit.
3. All newly landscaped and seeded areas are to be completely avoided in order to promote proper development.
4. Any and all solid waste shall be disposed of in litter barrels or similar facilities.
5. The park, public space or facility booked, including washrooms if applicable, shall be left in a clean and tidy condition.
6. Town staff must have access to the park, public space or facility at all times and may attend free of charge to any event held on Town owned or operated property for the purpose of auditing or reviewing compliance with Town bylaws and policies.
7. Failure to comply with this Policy or Parks, Trails, and Public Places Regulations Bylaw No. 1788, 2014, will result in the applicant(s) and/or attendees being removed from the Park or Public Space.
8. Amplified sound is not permitted for casual uses.
9. Bouncy castles are not permitted.
10. All performers and public speakers will conduct themselves in a polite and courteous manner. Inappropriate, offensive or obscene lyrics/speech are not permitted, whether live or recorded.
11. Users shall ensure that the park, public space, facility and/or field conditions are suitable for their intended use and must report any deficiency in maintenance to the Town of Creston.
12. Failure to completely clean up after an event will result in charges for the cost of cleaning and a 20% administrative fee.
13. Whenever reasonably possible, the Town will avoid maintenance of a park, public space or facility during the period booked.

14. All installation and removal costs of any required municipal equipment or property related to the event, shall be the responsibility of the applicant(s).
15. Arrangements with Town Staff regarding installation and removal of any municipal equipment or property must be made prior to the event.
16. Permission to book Town parks, public spaces or facilities does not imply any endorsement of the aims, policies or activities of any group or individual.

Additional Booking Terms and Conditions for Millennium Park

1. No closed bookings are permitted on the following days, unless as part of an established annual community event, and no open bookings are permitted unless specifically authorized by the Chief Administrative Officer, Corporate Officer, or Director of Community Services as part of a community orientated event:
 - i. Victoria Day, and the Saturday and Sunday that precede Victoria Day;
 - ii. Canada Day, and the Saturday and Sunday closest to Canada Day (if Canada Day falls on a Wednesday, no booking shall be permitted on the Saturday and Sunday preceding, or the Saturday and Sunday following Canada Day);
 - iii. B.C. Day, and the Saturday and Sunday that precede B.C. Day;
 - iv. Labour Day, and the Saturday and Sunday that precede Labour Day.
2. The applicant(s) or organization booking for a closed event where admission is charged to allow access for the general public, shall advertise the event in the local newspaper, or other media outlet deemed appropriate by Town Staff, for a minimum of one week prior to the event.
3. The maximum number of people permitted to attend a closed booking event at Millennium Park is 250, unless specifically approved by the Chief Administrative Officer, Corporate Officer, or Director of Community Services.
4. The applicant(s) or sponsoring organization shall be liable for insurance coverage and security of their event.
5. Closed bookings may charge an admission fee.
6. Open bookings may not charge an admission fee.

Additional Booking Terms and Conditions for Spirit of Creston Square

1. Unless requested to offset costs to the Town, there is no booking fee for Spirit of Creston Square.
2. Any street closures related to utilization of Spirit of Creston Square must be in accordance with *Traffic Regulations Bylaw No. 1546* and *Street Closure Policy (SER-010-001)* and be coordinated with Town Staff.

Additional Booking Terms and Conditions for the Downtown Greenspace

1. The Downtown Greenspace may only be booked for non-profit community events.
2. No performer or other person shall charge any fee for attendance.
3. No performer or other person shall inhibit the free movement of traffic or pedestrians.
4. No performer or other person shall block the pathway for any reason.

Additional Booking Terms and Conditions for the 11th Avenue South Walkthrough

1. Unless requested to offset costs to the Town, there is no booking fee for the 11th Avenue South Walkthrough.
2. The 11th Avenue South Walkthrough may only be booked for non-profit community events.
3. No performer or other person shall charge any fee for attendance.
4. No performer or other person shall inhibit the free movement of traffic or pedestrians.
5. Performers are restricted to the podium area only.

Additional Booking Terms and Conditions for ʔakuʔni (previously Market Park)

1. The booking area is outlined in Appendix 1, which is attached hereto the Parks and Public Spaces Booking Policy.

Denial and Cancellation of Bookings by the Town of Creston

The Town of Creston reserves the right to deny or cancel a booking application when it reasonably believes:

1. use by any individual or group will be for a purpose that is likely to promote, or would have the effect of promoting: discrimination, contempt or hatred for any group or person on the basis of colour, race, religion, national or ethnic origin, age, sex, sexual orientation, gender identity or expression, or mental or physical disability (as per Section 318 and 319 of the *Criminal Code of Canada*); or,
2. use by any individual or group will be for a purpose or action, that is contrary to provincial or federal law, or any Town of Creston bylaw or policy, including: violent, threatening, abusive, harassing, disruptive or intrusive language or conduct; or,
3. there is a misrepresentation, a likelihood of physical hazard to participants or audiences or a misuse of premises or equipment. Past misuse or non-payment of fees is sufficient grounds for denial of an application; or,
4. the booking is contrary to the public interest as determined by Council.

Alcohol Use

No alcohol is permitted during a booking except in cases where:

1. the booking conforms with Liquor Licence Application Policy (SER-003-015); and,
2. the applicant provides proof of General Liability Insurance in an amount not less than \$2,000,000 and a Liquor Liability Endorsement Policy in an amount not less than \$2,000,000, with the Town of Creston named as additional insured; and,
3. the applicant is in possession of a Special Event Permit issued by the British Columbia Liquor and Cannabis Regulation Branch; and,
4. the applicant or organizer has established a "Designated Driver Plan" in accordance with the Town's Liquor Licence Application Policy (SER-003-015).

Any violations of the above noted terms and conditions will result in permit revocation.

Applicant Initials BT

Proposal for "Party in the Park" Series at Millennium Park

Overview:

- Host a free monthly gathering called "Party in the Park" at Millennium Park the first Friday of every month beginning in May and running till August, 4 sessions in total. I estimate attendance to be between 50 – 100 people per event.

Event Details:

- **Dates:**
 - May 2, 2025
 - June 6, 2025
 - July 4, 2025
 - August 1, 2025
- **Duration:** Each event will run from 6pm. to 10pm.

Objectives:

- Foster community spirit and interaction among residents.
- Provide a family-friendly atmosphere for entertainment and community goodness.
- Host a monthly dance session that will get people smiling and dancing with each other.

Proposed Activities:

- I will provide DJ, sound, and lighting necessary to have a concert style show.
- Video Link.... <https://www.youtube.com/watch?v=u2RknxVIKP4>
- Food and beverage vendors if available would be more than welcome to attend and participate.

Sponsorship:

- Waive the booking fee for Millenium Park (\$100 per event) for the above proposed dates.
- I will acknowledge the Town of Creston as a sponsor of these events.

Hello Town of Creston council members,

My name is Brian Fladhamer, and I am the owner / operator of Kootenay Vibes Entertainment (KvE). My mission is to provide sound and lighting resources for live events in the valley and surrounding areas.

I recognize Millenium Park as both a beautiful and under-utilized space. My proposal would be to bring a monthly concert series to this venue which would be an all ages, free event, which would be put on by the community, for the community.

I would like to host a concert style event which welcomes all members of our community to come and gather together in a good way. There is something about getting together and dancing with your friends and neighbors in the park that tends to foster a sense of well-being and community togetherness. It is my aim to create a safe and welcoming space for all who chose to participate.

My ask is that you sponsor me the booking fee for the park. That way the only expense for me is my time and effort. I would be happy to promote the Town of Creston as a partner in both the lead up marketing material as well as a space for your banner during show time.

If you have any questions or suggestions, I would be most happy to speak with you in person regarding this proposal.

Thank you for your time and consideration.

Kindly,

Brian Fladhamer