

**TOWN OF PINCHER CREEK
POLICY HANDBOOK**

EFFECTIVE DATE: November 26, 2009	SECTION: 100 POLICY: 153-10
APPROVED BY: COUNCIL	SUBJECT: Town Hall Facility Rental Policy
REVISED DATE August 23, 2010	PAGE NO.: 1 of 4

PURPOSE AND INTENT

To establish a standard by which facilities in the Town of Pincher Creek Office will be rented out.

POLICY

1. USE OF TOWN OFFICE FACILITIES

The Town of Pincher Creek believes that the Town Office's Gym, small Meeting Room and Council Chambers may be reserved for community purposes, provided that such use does not interfere with municipal operations. The Town will permit the use of these Town's facilities when an application has been made on the facility usage form in Schedule A. The CAO reserves the right to withdraw permission after it has been granted.

In weighing competing requests for the use of its facilities, the Town will give priority in the following order:

1. Uses by departments directly related to the municipal government
2. Uses by agencies/boards/committees directly related to the municipal government
3. Non-profit organizations that are based in the Town of Pincher Creek
4. For-profit organizations that are based in the Town of Pincher Creek
5. Other organizations

2. RULES FOR USE

The CAO shall develop procedures for the granting of permission to use the Town's facilities and shall promulgate rules and regulations for such use in accordance with the following guidelines:

1. Each user shall present evidence of the purchase of organizational liability insurance to the limit prescribed by municipal rules (see Section III below).
2. Each user shall agree to indemnification in the event of lawsuit relating to the rental. The agreement of indemnification assures that each user's insurance policy provides the primary coverage.
3. Users shall be financially liable for damage to the facilities and for proper chaperonage.
4. The use of the Town's equipment in conjunction with the use of Town facilities must be specifically requested in writing, and may be granted by the procedure by which permission to use facilities is granted. The users of the Town's equipment must accept liability for any damage or loss to such equipment that occurs while it is in their use. Where rules so specify, no item of equipment may be used except by a qualified operator.
5. Activity participants are to remain within the facility authorized for use and are not to loiter on the facility grounds and areas not a part of the facilities agreement.
6. Renters will be responsible to provide their own garbage bags for cleaning and collection of refuse and will leave the facility in a clean and usable condition.
7. All Town equipments used during the rental period must be returned to its storage location.

3. INSURANCE REQUIREMENTS

- 1) Upon receipt of rental contract and before the activity starts, the renter must upon request submit a "Certificate of Insurance" providing for insurance coverage in the following areas:
 - a. Personal Injury
 - b. Fire Damage
 - c. Host Liquor Liability Insurance
- 2) In addition, the "Town of Pincher Creek" must be named as "additionally insured" on the certificate.

- 3) If insurance coverage is not in place, a waiver relinquishing the Town of any liability will be required.
- 4) Automobile Liability: \$1,000,000
(If organization and/or contracted vendor has owned vehicles on the Town's property).
- 5) Workers Compensation and Employers Liability
(If organization and/or contracted vendor has paid employees on the Town's Office site).
- 6) The Town of Pincher Creek reserves the right to increase the above requirements as needed, based on type of rental.

4. SERVING OF LIQUOR

Liquor is not allowed in Town of Pincher Creek owned facilities or park areas except with the permission of the Town of Pincher Creek and a permit by Alberta Gaming and Liquor Commission.

If permitted, the group or organization serving liquor shall:

- (a) Provide proof of insurance prior to the booking for Host Liquor Liability Policy (PAL) with a minimum 2 million dollars (\$2,000,000) coverage which shows the Town of Pincher Creek as an additional insured.
- (b) Secure a Liquor License from the Alberta Gaming and Liquor Control Board and adhere to the regulations. A copy of the license must be provided to the Town prior to the booking.
- (c) Area to be used for the serving of liquor to be portioned off with fencing/dividers.
- (d) Signage should be posted in the fencing/dividers that:
 - (i) it is a private function for members and invited guests only
 - (ii) the name of the sponsor
 - (iii) the liquor license number
 - (iv) minors are not allowed.
- (e) Arrange for the availability of food service during the time of serving.
- (f) Provide a trained and responsible server of the liquor to monitor for intoxication.
- (g) Provide supervision to ensure that alcohol is served only in the designated area.
- (h) Provide alternate safe transportation for those attending the event.

- (i) Ensure that alcoholic beverages are removed from the facility immediately following the booking.

5. FACILITIES FEE SCHEDULE

Facilities usage charges will be made as noted below:

MUNICIPAL BUILDING


	Non-Profit Organizations	For Profit-Organizations
Meeting Room	\$10.00 per hour plus GST	20.00 per hour plus GST
Gym	\$10.00 “	20.00 “
Council Chambers	\$10.00 “	20.00 “

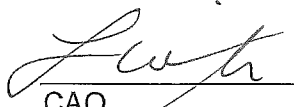
NOTE:

- 1) If additional utilization of the rented facilities is required beyond the rental period by reason of an earlier opening or later closing time, the applicant will be billed for the additional time at an hourly rate in accordance with the fee schedule in effect.
- 2) Upon receipt of written application, verification of non-profit status and/or other pertinent information, fees for facility rental may be waived at the discretion of the CAO.
- 3) Fees may be waived at the discretion of the CAO. Waivers will be considered based on user group, for example, profit or non-profit functions (i.e. charity fund raisers).

Adopted by Council:

Resolution No:


Deputy MAYOR


CAO



SCHEDULE A

TOWN OF PINCHER CREEK OFFICE FACILITIES USAGE AGREEMENT

Name of Organization _____

Date (s) of Use _____ Time of Use _____

Fee: \$ _____ per hour X _____ hour (s) = \$ _____

Purpose of Use: _____

Insurance Compliant per Facility Usage Policy: _____ YES _____ NO

NOTE: If you answered "NO", Please check the Waiver of Insurance below.

WAIVER OF INSURANCE

I (WE) RELINQUISH THE TOWN OF PINCHER CREEK OF ANY LIABILITY
RESULTING FROM THE USE OF THIS FACILITY.

I (WE) HAVE READ AND UNDERTAND THE FACILITY USAGE POLICY AND
AGREE TO THE TERMS AND CONDITIONS CONTAINED THEREIN.

Name (Please Print) _____ Position _____

Signature _____ Date _____

CAO Comments: _____

CAO