



TOWN POLICY NAME:
Town Facility Rental Policy

POLICY NO:
016/2020

RESOLUTION:
2020-574

ADOPTED BY:
Town Council

SUPERSEDES:

RESCINDS:

PREPARED BY:
Recreation and Community Services

EFFECTIVE DATE:
October 20, 2020

1.0 POLICY STATEMENT

The Town of Rocky Mountain House offers the community its facilities for rent subject to availability of space, the risk and liability of the rental, as well as other specific terms and conditions that are outlined in this Policy. This Policy is to ensure that the operation and maintenance of Town owned facilities is beneficial to the patrons and the community as a whole.

2.0 PURPOSE

The intent of this policy is to set a consistent, fair and objective procedure to administer the rental of Recreation and Community Services facilities.

3.0 DEFINITIONS

"Major Event" Events where a damage deposit is required and/or an event that exceeds eight (8) rental hours, including, but not limited to, banquets, weddings, conferences, tournaments and special events.

"Minor Event" Events where a damage deposit is not required and/or an event that does not exceed eight (8) rental hours, including, but not limited to, meetings, seminars, funerals, educational events and leagues.

"NSRP Ticketed Event" Events at North Saskatchewan River Park that charge ticket admission, with signed Annual Event Lease Agreement.

4.0 GUIDELINES/PROCEDURES/RESPONSIBILITIES

4.1 The Recreation and Community Services Department Director reserves the right to classify a facility rental as either a Major or Minor Event.

4.2 The facilities included under this policy are:

- Christenson Sports & Wellness Centre
- Lou Soppit Community Centre
- Credit Union Co-op Aquatic Centre
- Recreation Park Ball Diamonds
- Curtis Field and Co-op Credit Union Field
- North Saskatchewan River Park
- Tennis/Pickleball Courts
- Helen Hunley Picnic Shelter

4.3 Rental inquiries for the facilities listed in 4.1 may be made through the following:

- Christenson Sports & Wellness Centre – Guest Services
- Lou Soppit Community Centre – Recreation Clerk
- Credit Union Co-op Aquatic Centre – Head Guard
- Recreation Park Ball Diamonds – Recreation Clerk
- Curtis Field and Co-op Credit Union Field – Recreation Clerk
- North Saskatchewan River Park – Recreation Clerk
- Tennis/Pickleball Courts – Guest Services
- Helen Hunley Picnic Shelter – Recreation Clerk

4.4 All standing/annual bookings shall be given priority and must be confirmed at least six (6) months in advance, at which time a non-refundable deposit (see 4.6) will be required. If a request is received for a standing date from a different user, the Recreation and Community Services department will contact the returning user to confirm their rental and the returning user will have a period of two weeks to pay their non-refundable deposit.

4.5 All casual/non-regular rental inquiries will be addressed on a “first come, first served” basis.

4.6 All seasonal user bookings will be accepted through an annual User Meeting. Ice facility rentals will be done in accordance with Ice Allocation Policy.

4.7 **RENTAL AGREEMENT**

All rentals shall be in accordance with the rental agreements and regulations. The written information contained on the signed rental agreement will be binding in the event of any misunderstandings.

Signed rental agreements must be received by the Recreation and Community Services department at least one (1) month in advance of the date booked. All details regarding space and equipment rental must be decided at this time. Failure to comply could result in the loss of the date booked.

4.8 **RENTAL FEES & DEPOSIT**

See Fees, Rates and Charges Bylaw for detailed fees. Rental fees and required deposits shall be paid in full prior to facility access. Failure to comply could result in the loss of the date booked. Exceptions apply to NSRP Ticketed Events.

Major Event – A non-refundable deposit of 50% of the final balance is required to secure the booking and must be paid within 72 hours of the booking. This deposit will be applied to the rental charges. Full payment of facility rental fees must be paid at least one (1) month in advance of the date booked.

Minor Event – Full payment of facility rental fees is required to secure the booking. Exceptions, including invoicing, must be cleared prior to the booking with the Guest Services Supervisor.

NSRP Ticketed Event – Within thirty (30) days of completion of the event, the User shall provide the Town with a Ticket and Camping Charge Report and the Town shall use the numbers provided by the User to prepare an invoice, as per the Annual Event Lease Agreement.

4.9 DAMAGE DEPOSITS

A damage deposit (see Fees, Rates and Charges Bylaw) is required for all facility rentals, with the exception of Minor Events, and must be paid at least one (1) month in advance of the date booked. The damage deposit will be retained by the Town of Rocky Mountain House and will be released upon confirmation that no damage occurred, no extra cleaning was required, or additional time was used. If any issues are reported, a corresponding portion will be deducted from the damage deposit. Any fees over and above the deposit amount will be invoiced to the User. Relevant damage deposit funds will be returned to the contact listed on the contract within 15 business days of the rental date.

Minor Event - No damage deposit is required. However, if any damages occur during the rental, the User will be invoiced for all costs incurred by the Town to repair the facility.

4.10 CANCELLATION

Major Event – If the cancellation occurs **more than four (4) weeks** prior to the rental date, a non-refundable deposit (50% of the final balance) will be retained and the remainder of the facility fees and the damage deposit (if applicable) will be refunded.

If the cancellation occurs **less than four (4) weeks** from the rental date, all facility fees will be withheld and the damage deposit (if applicable) will be refunded, unless the original rental date is assumed by another user.

Minor Event – If the cancellation occurs **more than two (2) weeks** prior to the rental date, the facility fees will be refunded.

If the cancellation occurs **less than two (2) weeks** from the rental date, all facility fees will be withheld, unless the original rental time is assumed by another user.

Refer to Ice Allocation Policy for ice facility rental cancellation.

Force Majeure

Each Party shall be excused from the performance of its obligations under their rental contract to the extent that such performance is prevented by force majeure (defined below) and the nonperforming Party promptly provides notice of such prevention to the other Party. Such excuse shall be continued so long as the condition constituting force majeure continues. The Party affected by such force majeure also shall notify the other Party of the anticipated duration of such force majeure, any actions being taken to avoid or minimize its effect after such occurrence and shall take reasonable efforts to remove the condition constituting such force majeure. For purposes of the rental contract, "force majeure" shall include conditions beyond the control of the Parties, including an act of God, acts of terrorism, law or order of any government, war, acts of war (whether war be declared or not), labor strike or lock-out, civil commotion, epidemic, failure or default of public utilities or common carriers, destruction of facilities or materials by fire, earthquake, storm or like catastrophe.

4.11 POSTPONEMENT

More than four (4) weeks prior to the rental date, the non-refundable deposit may be moved to another date with a \$25.00 Administration Fee. One (1) postponement is permitted per deposit paid.

- 4.12 Rental inquiries may be denied to renters whose previous usage has resulted in damages, abuse, and/or outstanding accounts. Full payment may be required at the time of booking, at the discretion of the Town.
- 4.13 Any contract may be revoked without previous notice where conflicting dates have resulted. In the event that a State of Emergency or other circumstance deemed important by the Town of Rocky Mountain House, the facility may be required by the Town resulting in the cancellation of your booking and a full refund being issued.
- 4.14 The contact listed on the contract assumes responsibility for the conduct of the user group and attendees. It is the responsibility of the User to ensure that adequate security is provided during a function in order to minimize the possibility of damage throughout the duration of the function and abide by AGLC regulations.
- 4.15 The Town of Rocky Mountain House will not be responsible for any losses caused by injury to any person and/or damage or theft of property.
- 4.16 The User is responsible for special licenses, permits and insurance where required and a copy must be provided to the Recreation and Community Services department prior to the rental, as per Municipal Alcohol Policy.
- 4.17 Events will end at the time stated on the contract. Failure to do so will result in the User being charged a consecutive day rate and risk any future rental of the facility. Applicable liquor service closing hours will be posted at the bar.

5.0 RELATED POLICIES, BYLAWS

Fees, Rates and Charges Bylaw
Municipal Alcohol Policy – Town Owned Facilities
Ice Allocation Policy
Sports Field Allocation Policy

Redacted under Section 17 of the FOIP Act.

Mayor, Tammy Burke

Redacted under Section 17 of the FOIP Act.

CAO, Dean Krause

10/21/20

Date