



TOWN OF PINCHER CREEK POLICY

Approved by:	Date:	Policy Number:
Council	September 12, 2022	153-22
Reference:	Approval/Revision Date:	Motion #
Council	2027	22-339
Title:	TOWN OFFICE FACILITY USAGE POLICY	

Policy Statement

The Town of Pincher Creek believes that the Town Office’s Gym, Small Meeting Room, West Wing 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 Chief Administrative Officer reserves the right to cancel the agreement 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. Use by departments directly related to the municipal government
2. Use by agencies/boards/committees directly related to the municipal or provincial 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 and private individuals

Purpose

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

1. Definitions

- 1.1. “Council” means the Council of the Town of Pincher Creek, in the Province of Alberta.

1.2. “Directors” means all Director level management positions.

1.3. **“Indemnify” means**

1.4. “Policy” means a statement of the Town’s overall intention in certain areas of responsibility. To be used for guidance when action is being taken in those areas, narrow enough to give clear guidance, but broad enough to leave room for administrative discretion.

1.5. **“Town Office” shall mean the facility located at 962 St. John Avenue not including the green space.**

1.6. “CAO” means Chief Administrative Officer.

2. **Responsibilities**

2.1. Chief Administrative Officer or delegate is responsible for review and approval of applications received for Town of Pincher Creek Office Facilities Usage.

a Chief Administrative Officer is responsible for reviewing all external applications for the use of Council Chambers.

b Chief Administrative Officer is responsible for reviewing all applications submitted by minors.

2.2. Directors is responsible for internal bookings as required.

2.3. Staff is responsible for receiving applications for Town of Pincher Creek Office Facility Usage and providing applicants with a copy of this policy.

3. **Procedures**

3.1 Rules for Use

a. Each user shall present evidence of the purchase of organizational liability insurance as described in Section 3.2 below.

b. Users shall be financially liable for damage to the facilities.

c. Users shall be responsible for proper supervision of minors which means that a responsible adult over the age of eighteen (18) will be present at all times.

d. Rental of the Town Office Gym includes only the Gym itself and the available tables and chairs. No additional equipment is included.

e. Use of Council Chambers at the discretion of the CAO and considering the presents and availability of municipal staff and potential cost recovery??

- f. Activity participants are to remain within the facility authorized for use and are not to interfere with other users in the facility.
- g. Renters will be responsible for leaving the facility in a clean and usable condition after their use.
- h. All Town equipment used during the rental period must be returned to its storage location.

3.2 Insurance Requirements

- a. 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
- b. In addition, the “Town of Pincher Creek” must be named as “additionally insured” on the certificate.
- c. Each user shall agree to indemnification in the event of a lawsuit relating to the rental. The agreement of indemnification assures that each user’s insurance policy provides the primary coverage.
- d. In insurance coverage is not in place, a waiver relinquishing the Town of any liability will be required.
- e. The Town of Pincher Creek reserves the right to increase the above requirements as needed, based on type of rental.

3.3 Serving of Liquor

Liquor is not allowed in the 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 (Party Alcohol Liability) 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, Liquor and Cannabis Commission and adhere to the regulations. A copy of the license must be provided to the Town prior to the booking.
- (c) Cannabis use is not permitted in Town of Pincher Creek owned facilities.

4. Fee Schedule **EFFECTIVE JANUARY 1, 2023******

Facilities usage charges will be made per hour as noted below plus GST:

Damage and Cleaning Deposit - \$50

	<u>Not For Profit Use</u>	<u>For Profit Use</u>
Small Meeting Room	\$40.00/hour	\$80.00/hour
Gym	\$40.00/hour	\$80.00/hour
Council Chambers	\$40.00/hour	\$80.00/hour
West Wing Meeting Room	\$40.00/hour	\$80.00/hour

Note:

- a. 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.
- b. To receive the Non-Profit Organizations rate verification of non-profit status must be confirmed.
- c. Fees may be waived at the discretion of the CAO based on usage.

5. Cancellation

- 5.1 In the event of an emergency, disaster or unanticipated need, the Town reserves the right to cancel the agreement. Users will be given as much advanced notice as possible.

6. End of Policy

SCHEDULE A

TOWN OF PINCHER CREEK OFFICE FACILITY USAGE AGREEMENT

Name of Organization _____

Date(s) of Use _____ Time(s) of Use _____

Fee \$ _____ per hour x _____ hour(s) = \$ _____

Purpose of Use _____

Note: Additional equipment requirements are to be arranged with the respective owner of such equipment.

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 UNDERSTAND THE FACILITY USAGE POLICY AND AGREE TO THE TERMS AND CONDITIONS CONTAINED THEREIN.

FACILITY KEY MUST BE PICKED UP DURING REGULAR BUSINESS HOURS

Name (Please Print) _____ Position _____

Signature _____ Date _____

CAO Comments: _____

CAO Signature