

# **Council Policy**

Policy	Facility Rentals	Policy No.	53
Effective Date	October 19, 2016	Approved by:	Council
Date Amended	n/a	Resolution No.	R204/2016
Date Established	October 18, 2016		

### PURPOSE

The Facility Rentals Policy is to provide guidelines regarding the rental and use of the leased trailers ("Rental Space") in accordance with the applicable fees in the Fees & Charges Bylaw.

# SCOPE

This policy establishes the allowable use, prioritization of user groups, requirements of users and process for application of use.

# DEFINITIONS

Licensee means the individual or organization renting the Rental Space.

**Rental Agreement** means the agreement made between the Licensee and the Village in regards to type and duration of use of the Rental Space.

**Rental Space** means the leased trailers adjacent to the Village Hall, also used as Village of Anmore Council Chambers.

Village means the Village of Anmore.

### POLICY

<u>Allowable Use</u>

The Rental Space will be made available to community groups and other users for meetings, workshops, events and activities <u>outside</u> of regular business hours (8:30am-4:00pm).

#### Prioritization of Use

The Licensee must represent properly constituted group or be an individual capable of accepting responsibility for conduct of participants and financial responsibility for any damages.

The Rental Space, first and foremost, will be used to conduct Village functions (i.e. Council meetings, Committee meetings, information sessions, public hearings, etc.) When available for user groups, the Rental Space will be booked on first come, first serve basis.

#### Use of Facilities

Tables and chairs are available for use, but must be set up and reconfigured by the group. No stationary, supplies (including dishes, kitchen items, etc.), or electronic equipment are available with the meeting space. The Licensee is responsible for setting up their own equipment and remedying technical problems encountered. A projector is available for use upon request.

Assignment of the Rental Agreement is not permitted. The Licensee acknowledges that the Village has the right to cancel or revoke either specific usage or the rental contract when the facilities are required for Village functions. In the case of Village function usage, the Village will do its best to provide the Licensee with appropriate notice. Provision of an alternate space in the Village is not guaranteed. A refund or credit will be provided to the Licensee where an alternate space is unavailable. The Village provides no stated or implied warranty as to the suitability or condition of the facilities for the Licensee's purposes. Any accident or incident should be reported to Juli Kolby, Chief Administrative Officer within 48 hours of the event.

Food and drink may be served while using the meeting room. The Licensee is required to bring and supply their own plates, cups, cutlery, and napkins. Groups are fully responsible for cleaning up following use of Village meeting space. The Licensee must ensure appropriate disposal of all supplies in the containers provided, including appropriate sorting of kitchen waste, recycling and garbage.

#### Supervision and Rules of Use

The Licensee will place a person in charge of the user group who is responsible for the admission, actions, and behavior of all participants and/or spectators. The individual designated will:

- a) Make himself/herself known to any staff or Council members that may be in the building;
- Enforce all Village rules, policies and procedures concerning the use of Rental Space;



- c) Supervise entrance and adjacent areas to prevent unauthorized persons from entering the building;
- d) Limit activities and participants to the Rental Space;
- e) Ensure that all members are out of the Rental Space when the event is completed; and
- f) Take all and any action that may be required for the preservation of the Village's property, and ensure that the Rental Space is left in the same order and condition as it was found.

#### Application for Use

The Licensee will be required to apply for use of the Rental Space. Applications should be submitted a minimum of five (5) business days prior to the meeting date and may not be made more than twelve (12) months in advance.

Please contact Carmen Disiewich, Executive Assistant and Communications Coordinator to submit a request for use of Village meeting space to: carmen.disiewich@anmore.com.

#### <u>Deposit</u>

A damage/cleaning deposit of \$100 is required for each booking of the Rental Space. If there is damage to the Rental Space or any of the contents within, the deposit, or a portion thereof, will be forfeited in order to repair or replace such damage. Similarly, if the Village is required to bring in a janitorial service to clean the Rental Space, that amount will be deducted from the deposit.

Deposits are due within 48 hours of booking confirmation, failing which the booking may be cancelled.

#### <u>Damage</u>

The Village shall not be responsible for any loss or damage to materials or equipment brought in by the Licensee.

#### Indemnification and Hold Harmless

The Licensee shall indemnify and hold harmless the Village of Anmore and its officers, employees, servants, agents, elected officials and contractors, from any and all loss, liability claims or expenses arising out of the use of the Rental Space by the Licensee and any of its officers, employees, servants, agents contractors and volunteers. The Licensee agrees to waive all rights of subrogation or recourse against the Village with respect to use.

#### Liability Insurance Coverage Required

The Licensee is responsible for obtaining commercial general liability insurance in an amount not less than \$3,000,000. The Village reserves the right to request additional



coverage depending on the type of event being held within the Rental Space. The Licensee shall provide the Village with a certificate of insurance with the Village of Anmore named as an additional insured, prior to the rental date. If the certificate is not provided, the Village reserves the right to cancel the booking. The Licensee understands that they use the Facilities at their own risk.

#### Access to Facilities

The Rental Space will be made available to the Licensee only for the time and date(s) listed on the Rental Agreement. This includes all setup and clean up required before and after the event. All activities must be confined to the Rental Space, unless otherwise approved by the Village. The Licensee is responsible for picking up the key, alarm code and instructions during business hours at the village hall (on the meeting day/date or closest business day to the scheduled meeting). The Licensee is also responsible for returning the key immediately following the event by placing the key through the mail slot of the Village Hall.

#### Fees

Fees charged for the Rental Space will be in accordance with the Village of Anmore Fees & Charges Bylaw.

Fees (if applicable) must be paid no later than 1 day prior to the start of the meeting/program.

### MONITORING/AUTHORITY

The Chief Administrative Officer, or his/her designate has authority in relation this policy.

