

<b>Policy</b>	Facility Rentals for Meetings (Anmore Community Hub)	<b>Policy No.</b>	78
<b>Effective Date</b>	June 4, 2024	<b>Approved by</b>	COUNCIL
<b>Date Amended</b>	October 1, 2024	<b>Resolution No.</b>	073/24
<b>Date Established</b>	June 4, 2024		

## PURPOSE

The Facility Rentals for Meetings Policy provides guidelines regarding the rental and use of the Anmore Community Hub (“Rental Space”) in accordance with the applicable fees in the Fees & Charges Bylaw.

## SCOPE

This policy establishes the allowable use, prioritization of user groups, terms and conditions of use, the application for use and the requirements of use for facility rentals at the Anmore Community Hub.

## DEFINITIONS

**Licensee** means the individual or organization renting the Rental Space.

**Invitee** means any person who the Licensee invites or allows to enter the facility during the Rental Period.

**Designate** means an adult person who the Licensee places in charge on their behalf.

**Rental Agreement** means the agreement made between the Licensee and the Village regarding the meeting type, duration of use, associated fees, and other conditions of the Rental Space.

**Rental Period** means the date and time when the Rental Agreement is in effect.

**Rental Space** means a space located at the Anmore Community Hub, including the parking lots, plaza, and Spirit Park.

**User Groups** means the different categories of users as defined:

**Community Volunteer Groups** – established groups, as approved by council, that benefit the whole community through volunteer work.

**Strata AGM** – means a Village of Anmore Strata Council Annual General Meeting

**Organizations** - governments, nonprofit groups, school districts, strata councils etc.

**Private user** – individuals using the rental space for noncommercial use.

**Commercial user**- individuals or businesses using the rental space for profit.

**Village** means the Village of Anmore.

## **POLICY**

### Allowable Use

The Rental Space will be made available to User Groups for meetings, workshops, classes, and activities during the following hours:

Daytime – Monday to Friday, 9 a.m. to 3 p.m.

Evening – Monday to Friday 3 p.m. to 9 p.m. (as available)\*

Weekends – 9 a.m. to 9 p.m. (as available)\*

\*As available means there is a staff member to be On Call during the rental period.

Spirit Park and the Plaza are open to the public and as such exclusive access is not guaranteed. The lower parking lot may be rented exclusively in the evenings and on weekends.

The Licensee must be 19 years of age or older, represent a properly constituted group or be an individual capable of accepting responsibility for conduct of participants and financial responsibility for any damages.

The Licensee will only have access to the facility during the Rental Period as stated in the Rental Agreement. Access to the facility is not permitted outside of the Rental Period, which must include all setup and clean up time required. Licensees are required to always have the Rental Agreement with them. No other group or organization, unless named on the Rental Agreement, is permitted to use the facility without the authorization of the Village. Sub leasing of the Rental Space is not permitted.

The Village retains the right to cancel the Rental Agreement at any time without refund of any fees paid and will do so if any of the following events occur:

- Unsatisfactory conduct by the Licensee or invitees.
- Damage to the premises or to any facilities therein by the Licensee or invitees.
- Failure of the licensee to comply with any conditions of the Rental Agreement.
- Failure to provide proof of the required insurance coverage prior to the event.
- Failure to pay in full.

### Prioritization of Use

The Rental Space, first and foremost, will be used to conduct Village functions (i.e. staff meetings, council meetings, committee meetings, information sessions, public hearings, community events, etc.) When available for User Groups, the Rental Space will be booked on a first come, first serve basis.

The Licensee acknowledges that the Village has the right to cancel or revoke either specific usage or the Rental Agreement under the following conditions:

- Facilities are required for Village functions.
- Unforeseen critical maintenance is required.
- The Village needs to respond to a disaster or enact the Emergency Operations Centre.

In the case of Village function usage, the Village will do its best to provide the Licensee with sufficient notice. Provision of an alternate space in the facility is not guaranteed. A refund or credit will be provided to the Licensee where an alternate space is unavailable.

#### Terms and Conditions of Use

The Licensee or adult delegate is responsible for the Rental Space, must be present during the Rental Period, and must enforce all Village policies and procedures as set out in the Rental Agreement. The Licensee or adult designate will take all and any action required for the preservation of Village property and ensure that the Rental Space is left in the same condition as it was found. Failure to do so will result in an additional fee for maintenance of \$125 added to the Rental Agreement.

The Village assumes no responsibility for any lost or stolen property, damage to materials or equipment brought in by the Licensee, and any property damage or injuries incurred during the activities authorized in the Rental Agreement. Persons using the facility, grounds or equipment do so at their own risk.

#### Room set up and take down

- The seating capacity of each Rental Space must be adhered to.
- There are a limited number of tables and chairs, a stage, a podium, and easels available for use and must be set up and taken down by the licensee. Only these items are available.
- Tables are not to be dragged across the floor.
- All furniture must be stored and stacked properly.
- No stationary or supplies (including dishes, kitchen items, linens, décor items, etc.), are available with the Rental Space.
- NO NAILS, TACKS, STAPLES, TAPE OR OTHER ADHESIVES applied on tables or walls.
- The use of confetti, rice or glitter will result in an additional cleaning fee of \$125.
- Audio Visual equipment is available for use with an additional deposit of \$100. Instructions for AV use will be provided to the Licensee.

Food and drink may be served while using the Rental Space, however there is no facility to cook food. The Licensee is required to supply plates, cups, cutlery, and napkins, and is responsible for cleanup of the Rental Space. The Licensee must ensure appropriate disposal of all supplies in the containers provided, including appropriate sorting of kitchen waste, recycling, and garbage. Alcohol is not permitted for this type of rental.

Limited parking is available with the Rental Space. Additional parking may be available at Anmore Elementary School and a permit must be obtained from SD43 Facility Rentals at an additional cost.

All Village owned or operated buildings and public spaces are designated 100% smoke free. *Anmore Smoking Control Bylaw 448-2008.*

### Application for Use

Applications for Rental Space must be submitted a minimum of ten (10) business days prior to the Rental Period and may not be made more than twelve (12) months in advance. All rentals will require five (5) business days to process.

All facilities are rented on a first come, first serve basis. The Rental Space will be secured when the signed Rental Agreement and deposit payment have been received. The final payment and requirements are due seven (7) business days prior to the rental date.

Recurring rentals such as a weekly exercise class or club meeting must be paid for in full at the time of the initial application.

Commercial users are required to provide a copy of their Business License with the Village of Anmore if they are booking a public for profit event (i.e. Markets, Classes, Seminars, etc.)

Rental applications can be made via the Village website, [www.anmore.com](http://www.anmore.com) or via email to [facilitybookings@anmore.com](mailto:facilitybookings@anmore.com).

### Requirements of Use

As per the Rental Agreement, the following requirements must be met by the Licensee.

**Deposit** A \$200 damage / cleaning deposit 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 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.

Recurring rentals (i.e. weekly exercise class) will be charged a \$400 deposit for the entire block of rental dates. The Village retains the right to cancel the Rental Agreement if there is significant damage over and above the value of the damage deposit.

**Key holder Agreement** For afterhours rentals, the Licensee will be provided a keycard and alarm code for the facility. The Licensee is responsible for locking and securing the building, checking to ensure everyone has exited the building, and ensuring that all interior and exterior doors and windows are locked and secured prior to leaving the premises.

In the event of a facility emergency during the afterhours period, the Licensee will adhere to the emergency protocols outlined in the Rental Agreement and contact the appropriate staff member on call.

The Licensee is responsible for picking up the keycard, alarm code and instructions from the Village during business hours (Monday to Friday 8:30 a.m. to 4:00 p.m.) on the rental day or business day closest to the rental day. The Licensee is also responsible for returning the key on the earliest

business day immediately following the rental day. A \$50 deposit must be paid as part of the Key Holder Agreement and will be refunded once the keycard is returned.

**Liability Insurance** The Licensee is responsible for obtaining commercial general liability insurance in an amount not less than \$3,000,000. The Licensee must provide the Village with a certificate of insurance with the Village of Anmore named as an additional insured, seven (7) business days prior to the rental date. If the certificate is not provided, the Village retains the right to cancel the rental. The Licensee understands that they use the facilities at their own risk.

Any accident or incident should be reported to the Chief Administrative Officer within 48 hours of the event.

**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 or 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.

**Fees** The rental rates charged for the Rental Space are in accordance with the Village of Anmore Fees & Charges Bylaw.

**Refunds / Cancellations** Amendments to the Rental Agreement must be made no later than seven (7) business days prior to the booking date.

For a full refund, cancellations must be made in writing seven (7) business days prior to the rental date otherwise the full rental rate will be charged.

#### **MONITORING/AUTHORITY**

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