



## Municipality of Crowsnest Pass Policy

Policy No.:	1212-01
Policy Title:	Rental Standards Guideline for the Crowsnest Sports Complex
Approval Date:	February 25, 2020
Revision Date:	
Supersedes Policy:	Cr-004-01, Cr-2000-01, CR-004, CS-006, 1202-02
Department:	Community Services

### 1.0 POLICY PURPOSE

This policy has been prepared to set out, as clearly as possible, the guidelines and regulations, which shall govern the standard of operations and fees and charges for the rental or use of the Crowsnest Sports Complex.

### 2.0 DEFINITIONS

**“Adult”** means individuals who are 18 years of age or older.

**“Booking Party”** means an individual or organization wishing to rent the facility or equipment.

**“Booking”** means an individual or organization wishing to rent the facility or equipment for a specific time.

**“Calendar Month”** means 31 consecutive days in order on a calendar.

**“Chief Administrative Officer”** or **“CAO”** means the Chief Administration Officer of the Municipality of Crowsnest Pass or designate.

**“Crowsnest Complex”** means the facility located at 8702 - 22 Avenue, Crowsnest, Alberta.

**“Commercial/For Profit”** means an individual, group, or business whose primary focus is to gain profit.

**“Council”** means elected officials from the Municipality of Crowsnest Pass.

**“Event Set Up or Take Down”** means pre or post time of the event.

**“Full Day Booking”** means a booking based on a 24-hour consecutive clock.

**“General Liability Insurance”** means a standard insurance policy issued to organizations to protect them against liability claims for bodily injury and property damage arising out of premises, operations, products and completed operations.

**“Half Day Booking”** means a booking based on a 12-hour consecutive clock, provided a full day booking has been made.

**“Local Organization”** means an organization that is based within the boundaries of the Municipality of Crowsnest Pass.

**“Non-Local Organization”** means an organization that is based outside the boundaries of the Municipality of Crowsnest Pass.

**“Non-Private”** means an event or function that is open to the public.

**“Not for Profit Organization”** means:

- a. Organizations with a primary purpose to enhance "quality of life" within the boundaries of the Municipality of Crowsnest Pass.
- b. All Not for Profit organizations must provide proof of registration under the Societies Act of the Province of Alberta or relevant jurisdiction.
- c. Non-Local Not for Profit organizations not directly benefiting the community will be classified as "Private."

**“Party Alcohol Liability Insurance”** means protection when lawsuits are brought against individuals, organizations or companies who host single/multi-day functions with alcohol service.

**“Private Function”** means:

- a. A function that is closed to the public.
- b. No admission fee is charged, and no advance tickets are sold.
- c. Admission is via invitation only.

**“Private Organization”** means a group or organization with restricted membership.

**“Public Function”** means:

- a. Functions that are open to the public.
- b. Admission fees may be charged, and/or advance tickets may be sold.

**“Room”** means space for rentals.

**“Sport Organization”** means an organization that provides a sustained sporting experience to its members.

**“Terms and Conditions”** means the rental agreement provided by the Municipality.

**“Youth/Minor”** means individuals who are under the age of 18 years.

### 3.0 POLICY STATEMENTS

- 3.1** The administration of this policy shall be the responsibility of the Community Services Manager. Council may make revisions of this policy at the suggestion of Council, upon the recommendation of the appropriate Boards, and/or through the recommendation of the Community Services Manager.
- 3.2** These guidelines and regulations shall not be considered all-inclusive and may require updating from time to time. They will, however, cover those areas that may have given rise to questions and conflict. The regulations and guidelines are intended to serve as a guide for the Community Services Staff and to provide the users of the facilities safe, efficient and entertaining use with a friendly disposition.

### 4.0 PROCEDURE

- 4.1** The Fees, Rates & Charges Schedule shall be reviewed annually by Council.
- 4.2** The approved Recreation Fees & Charges Schedule for all Recreation Facilities will be the rental cost guideline for this policy.
- 4.3** In the best interests of the Municipality and those utilizing municipal facilities, the Community Services Manager within his/her discretion may adapt the policy to unique rental requests. It may be of benefit to incorporate facility rental agreements with repetitive facility renters.
- 4.4** A Joint Use Agreement, if established, between the Municipality and the Livingstone Range School Division, will be recognized within this policy.

#### Room Rental Agreements

- 4.5** Private or Non-Private room rental agreements may be established for Not for Profit Organizations wishing to rent space in the Crowsnest Complex for a term up to 3 years.
- a. Each application for a Not for Profit room rental agreement exceeding 3 months but not longer than 3 years will be approved by the CAO or his designate on a case by case basis.
- b. In the case of multiple requests for a leased space, the facility would be made available on a first come first serve basis. In the case of two groups requesting a room at the same time, the booking will be determined in the priority order below:
- 1<sup>st</sup> Priority: Not for Profit Youth Organizations/Groups.  
2<sup>nd</sup> Priority: Not for Profit Adult Organizations/Groups.  
3<sup>rd</sup> Priority: Private Not for Profit Organizations/Groups.
- c. Excluding the concession space, for Profit Organizations will not be allowed room rentals exceeding one calendar month. Any lease request or lease terms will not be accepted, as the Municipality only wishes to lease these spaces or make available for lease to Non-Profit organizations. Rental space is calculated on square footage times the charge per square foot set in the fees and rate schedule per annum.

## Booking Procedures

**4.6** All bookings for the Crowsnest Sports Complex will be made through the Community Services office.

a. If refused, any person, organization, or agency may appeal the decision through the Chief Administrative Officer.

b. The Municipality has the right to refuse any booking.

c. All booking requests for available rooms are based on a first come first serve basis. In the case of multiple requests for a room, the room would be available for the activity in order of the priority below.

1<sup>st</sup> Priority: Municipal Special events and programs.

2<sup>nd</sup> Priority: All User special events and tournaments.

3<sup>rd</sup> Priority: Not for Profit Youth organizations/Groups.

4<sup>th</sup> Priority: Not for Profit Adult Organizations/Groups.

5<sup>th</sup> Priority: All other users.

d. A half day booking will be provided for Event set-up from 12:00 p.m., provided a full day booking has been made for the day of the Event.

e. A half day booking will be provided for Event take-down from 12:00 a.m., provided a full day booking has been made for the day of the Event.

f. A Terms and Conditions facility rental agreement must be completed and signed for all bookings and the booking party must abide to the terms and conditions throughout the agreement.

g. General Liability Insurance in the amount of Five Million Dollars is required, naming the Municipality of Crowsnest Pass as an additional insured.

h. Events serving alcohol, must adhere to Provincial Legislation or permits.

i. Any event serving alcohol must provide additional Party Alcohol Liability Insurance in the amount of Five Million Dollars, naming the Municipality of Crowsnest Pass as an additional insured.

## Acceptable Activities

**4.7** Cultural - Workshops, displays, presentations, productions, films, plays, choral groups, etc.

**4.8** Recreational - Workshops, tournaments, drop-in sports, classes, club functions.

**4.9** Public - Functions that benefit the community generally. i.e. Forums, community dances, displays, fairs, funerals, educational, speakers, fundraising events, etc.

- 4.10** Commercial/For Profit Organizations - Rentals that benefit the community not exceeding 1 Calendar Month without special consent from Council or its designate.

#### **Non-Acceptable Activities**

- 4.11** Activities that have the potential to damage the facility.
- 4.12** Activities that could negatively affect other facility users.
- 4.13** Events that have the potential to negatively affect the best interest of the facility and community at large.
- 4.14** Commercial/For Profit Organizations wishing to rent or lease any space within the Crowsnest Complex for a period exceeding 1 Calendar Month.

#### **Equipment and Supplies**

- 4.15** Tables and Chairs - Tables and Chairs may be made available to user groups with the expectation that the equipment used will be cleaned and loaded into the equipment trailer or returned to an area designated by staff.
- 4.16** For those groups renting office and/or room space, the respective group or organization must supply tables and chairs.
- 4.17** The Booking Party shall be responsible for maintaining equipment and will responsible for any damage and will be invoiced for repair/replacement cost.
- 4.18** All equipment is booked out through the Community Services office on a first come first served basis. Examples of equipment include black curtains, chandelier, rental chairs and tables, portable screen, projector, portable sound system, 8x8 tent, knife flags, banners and community trade show booth.

#### **Sport and Recreational Equipment**

- 4.19** Complex equipment, such as standards and sports nets are available to all organizations and groups upon request with supervision of a responsible adult.

#### **Supervision of Activities**

- 4.20** The Booking Party that signs the rental agreement shall be responsible for the conduct of the group.
- 4.21** All user groups shall be responsible for leaving the facility in a clean and tidy condition in accordance to the facility guidelines.

#### **Hours of Operation**

- 4.22** Any hours outside of posted hours shall be considered non-operational hours.

4.23 The Municipality of Crowsnest Pass has the responsibility to ensure the facility is meeting operational standards and may deem it necessary to discontinue use occasionally to complete maintenance procedures.

**MUNICIPALITY OF CROWSNEST PASS**

  
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Blair Painter, Mayor

March 31, 2020  
Date

  
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Patrick Thomas, Chief Administrative Officer

March 31, 2020  
Date