



Policy Name:	Facility Rental Agreements	Effective Date:	February 22, 2022
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Policy Area:	Parks & Recreation	Council Resolution No.:	2022.081
Policy Section:	Rentals	Replaces Policy:	
No. of Pages:	4		

**POLICY STATEMENT**

The Town of Rosthern recognizes the need to have comprehensive guidelines when renting out Town Facilities to ensure the safety, health and welfare of people and the protection of people and property.

**PURPOSE**

- 1) To clearly set out responsibilities and liabilities for the Town and Users when any Town facilities are rented out.

**SCOPE**

- 2) This policy applies to rentals in all Town facilities.

**DEFINITIONS**

- 3) "User" shall mean any person, group or organization that rents a Town facility.

**PROCEDURES & GUIDELINES**

- 4) A signed Facility Rental Agreement which outlines the User responsibilities shall be required for all rentals. When a facility is rented out by a group for multiple dates over a season, one agreement per season will be sufficient.
- 5) In addition to the specific conditions attached to the facility, each agreement shall include the following clauses:
  - a) Execution of Agreement  
Bookings will not be held unless the Facility Rental Agreement has been executed by both the User and the Town.
  - b) Access and Event Times  
The facility access and use must be within the specified times. Dates and use times include individual/organization preparation, decorating, and or rehearsal time, as well as time after the Event to remove decoration, User equipment and other items.
  - c) Deposit and Facility Use Fee  
The User agrees to pay to the Town the specified facility deposit within (5) business days of the execution of the facility rental agreement. The User agrees to pay to the Town the specified fees for use of the facility at least ten (10) business days prior to the event date.

If neither the deposit nor the facility use fee is not timely received by the Town, the agreement shall be automatically void and the User shall have no right to use the Facility.

The deposit fee is non-refundable and non-transferrable. If the User cancels the booking, the User shall forfeit the deposit.

d) Responsible Party/Event Coordinating Deadline

The person(s) who completes and signs the Facility Use Agreement shall be the responsible party. The responsible party shall coordinate all event details with the Town and agrees to complete its coordination no later than five (5) business days prior to the event date.

The responsible party must be the host and in attendance throughout the event. The responsible party shall take all reasonable actions to assure event safety, to prevent damage to the facility and equipment, and to see that these conditions and other policies, bylaws, and regulations outlined in the Agreement are met.

e) User Obligations

- i. The User shall not make any alterations to the facility, any fixtures, building systems, or equipment. At the end of the Event, the facility shall be left in a clean, safe condition. The User shall remove from the facility all property and materials belonging to the User. If the User damages the facility, the Town shall make the repairs and restorations to the facility and the costs for same shall be borne solely by User. The User shall reimburse the Town for any repairs or restoration necessary to repair damages to the facility caused by User or the attendees of the event no later than 30 calendar days after the Town presents the User with a written statement or invoice reflecting the nature and costs of the repairs.
- ii. The User shall exercise care in the use of the facility and shall comply with guidelines to reduce excessive wear or damage. The User agrees to keep the facility in a clean and orderly condition and to remove all waste material at the conclusion of the event, unless the Town agrees, in writing, to be responsible for cleanup, removal of waster or recycling.
- iii. Decorations/signage which causes damage or additional cleaning requirements will result in additional charges to the User. All decorations and all outdoor and indoor directional signage must be removed by the User immediately following the event.
- iv. The User will be responsible to provide appropriate and adequate security for any events open to the public.
- v. If food is being catered into the facility, it will be the User's responsibility to ensure that all Provincial Health guidelines are being met.

f) User's Property

The Town does not insure the personal property of the User, its employees, agents, guests or attendees against damage or loss by any means. The User assumes the risk of any such damage or loss.





- g) No Assignment or Subletting  
The facility rental agreement is non-assignable and non-transferrable.
- h) Right to Enter  
The Town reserves the right to enter and inspect the facility at any time for any purpose during the event. The User shall follow the directives from the Town staff.
- i) Indemnification and Hold Harmless  
The User shall hold harmless, defend and indemnify the Town, and their employees, officers, directors, volunteers and agents from and against any and all liability, loss, damage, expense, costs of every nature arising out of, or in connection with, or relating to User's use of the facility or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the Town.
- j) Insurance  
The Town's insurance does not cover any activities undertaken by the Users renting the facility. Therefore, the User is advised to purchase insurance to protect against any risks that are associated with the event's activity. The User should discuss with an insurance broker their insurance needs as it may vary depending on the activity. In the event of damage being caused to any Town property or asset, the Town may seek to recover those damages from the User. The Town of Rosthern does not accept any responsibility whatsoever for any losses, property damage or injury that may result from the User's activity.
- k) Liquor Liability  
If the User will be supplying or selling alcoholic beverages, in addition to obtaining a liquor permit from the Saskatchewan Liquor and Gaming Authority, the User shall obtain the proper insurance that includes host liquor liability coverage.
- l) Verification of Coverage  
The User shall furnish the Town with original certificates and amendatory endorsements effecting insurance coverage. All certificates and endorsements must be actually received by the Auxiliary at least two (2) days before the event date. If the certificates and endorsements are not timely delivered to and received by the Town, this Agreement shall be automatically and immediately void and the User shall have no right to use the Facility. The Town may in its sole discretion, decide not to approve or accept the User's insurance coverage in which event the facilities rental agreement shall be automatically and immediately void and the User shall have no right to use the facility.
- m) Right to Modify  
The Town reserves the right to modify the insurance requirements at any time without any advance notice, including limits, based on the nature of the risk, prior experience, prior events, insurer, coverage, or other special circumstances.
- n) No Smoking  
Smoking is prohibited in the facility and outdoors in the playground and park areas, as well as at any other designated No Smoking areas.

o) Animals

Except for animals certified to assist persons with disabilities, animals are prohibited in the facility.

p) Outstanding Accounts

Users that have outstanding accounts from previous facility rentals with the Town will not be considered for future facility rental requests until said account is paid in full.

q) Termination/Cancellation

This Agreement to use the facility is granted subject to observance of Town policies and bylaws and Provincial regulations. The Town may revoke this Agreement effective immediately upon the User's failure to timely comply with any pre-Event requirement, for any violation of use conditions or regulations required by the Town or governmental agency, or at any time for misrepresentation. The Town may terminate any part of this Agreement without notice in the event of an emergency which, in the opinion and sole discretion of the Town, would make the Event unfeasible. Refunds of any deposits and/or facility use fees paid will be determined at the discretion of the Town, on a case by case by basis.

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