



LAC LA BICHE COUNTY POLICY

TITLE: RECREATION FACILITY RENTAL	POLICY NO: CM-71-008
RESOLUTION: 10.082	EFFECTIVE DATE: MARCH 9, 2010
LEAD ROLE: MANAGER, RECREATION/CULTURE AND FACILITIES	NEXT REVIEW DATE: NOVEMBER 30, 2010
SPECIAL NOTES/CROSS REFERENCE: 10.007	AMENDMENT DATE:

POLICY STATEMENT:

Lac La Biche County strongly believes in renting recreation facilities to accommodate individuals and organizations for community functions and events. The object of this procedure ensures that residents and establishments are able to utilize local rental spaces.

PROCEDURE:

McArthur Room, Tea Room, and Jubilee Hall

1. Intended use of renting facilities can be categorized into three definite classifications which include Social/Fundraising, Information/Recreational/Cultural, and Commercial Uses.
 - i. Social/Fundraising: includes dances, banquets, social evenings, wedding receptions, anniversaries, bingo’s, fund-raising events, and functions relating to sporting events.
 - ii. Information/Recreational/Cultural:
 - a. Includes activities where only part of the available services in McArthur Place and Jubilee are intended. Such events as informational meetings, small public forums, Moms and Tot’s, and recreational programs such as fitness classes and other similar uses.
 - b. Information/Recreation/Cultural users will be charged a flat, hourly rate as set out in “Appendix A”.
 - c. The use being made of the facility not the duration shall be the determinant by which the rental fee is applied.
 - d. Request for the use of any room free of charge must be made in writing to the Manager of Recreation or Community Services Director.
 - e. Informational/Recreational/Cultural users will be assessed the damage deposit as set out in “Appendix A” hereto.

iii. Commercial Uses: Rentals by for profit organizations intending to make a profit from rental.

2. Booking/Renting of Facilities:

- i. Bookings are to be made at the Recreation Office during normal business hours.
- ii. All rental fees are to be paid in full, including the required damage deposit at any time before the event takes place. The booking is considered to be tentative until the required damage deposit is paid. Interest will not be charged on any functions prior to the actual date of the event. Groups/ organizations may request rental fees to be billed which can occur if authorized by administration.
- iii. All bookings are to be made at least 5 working days in advance of the date required. Requests to book rooms with less that prescribed notice is possible if arrangements can be made, and items (a) and (b) of section v (below) have been met. County Administration reserves the right to refuse renting room(s) due to lack of preparation time.
- iv. At the time of booking the facility, the booking party must sign a Facility Rental Agreement to furnish the information required (APPENDIX A).
- v. The Facility Request Agreement shall include:
 - a. The responsibility that the booking party agrees to.
 - b. The regulations that are in effect, including cleaning requirements outlined in the Facility Rental Agreement.
- vi. A time restriction of 3:00 a.m. is in effect for all functions. This includes the customary half-hour tolerance period.
- vii. The booking party assumes full responsibility for the facility during use.

3. Kitchen Facilities:

- i. The kitchen shall remain locked at all times when not in use.
- ii. The kitchen needs to be booked if renter needs to use in conjunction with any other booking, i.e. Tea Room.

4. Door Keys and Swipe Cards:

- i. No organization or individual shall retain possession of keys or swipe cards to McArthur Place or Jubilee Hall. The booking party is required to make suitable arrangements to obtain keys from the Recreation Office or from Facility Operators.
- ii. The keys and swipe cards must be picked up during normal working hours and returned immediately after the function or by 10:00 a.m. on the next working day following the

event. The key deposit of \$50.00 shall not be returned to the booking party unless keys are returned to the Recreation Office within the agreed-upon time frame.

iii. Locking up facilities and re-arming the alarm system is the responsibility of the renter.

5. Damages to Facilities:

i. Parties booking McArthur Place or Jubilee Hall are responsible for its use and any damages incurred will be deducted from the damage deposit. Damage in excess of the deposit will be charged against the booking party and must be paid in full at the Recreation Office.

ii. No additional facilities shall be rented to the offending booking party until damages and clean up charges are paid in full.

iii. An itemized inventory exists for all equipment and supplies within McArthur Place and Jubilee Hall, and an inventory review will be completed on the working day following a facility rental. Any items found to be missing from the inventory following a facility booking will result in a deduction from the damage deposit unless arrangements are made to return the items to the Recreation Office.

6. Cleaning Requirements:

i. A list of cleaning requirements will accompany the rental agreement. If facilities are not properly cleaned charges will be calculated at \$25/hour, and deducted from the damage deposit.

7. Increase in Rental Rate:

i. As outlined in the Rental Request Agreement, booking parties shall be responsible for any increase in rental rates should the fee structure change prior to the rental date. The difference resulting from an increase must be paid at the Recreation Office before a key will be issued.

8. Cancellations:

i. Upon cancellation of a booking, the County reserves the right to withhold 25% of the rental amount if the booking is cancelled within one month of the event and \$50.00 if cancelled with more than one month's notice.

9. Waiver of Rental Fees:

i. The County shall consider refunds or waiver of rental fees by written request only. Such request must be made in advance of the function and follow the waiver of fees Policy No. CM-71-007.

ii. If the Facility rental fee is waived the renter must still provide the required damage deposit in order to go ahead with the rental.

10. Rental Rates:
 - i. The County shall establish the rental rates. A copy of the rental rates in effect is attached as “Schedule C” in the current Rental Agreement.
11. Maintenance:
 - i. McArthur Place and Jubilee hall shall be maintained by the County.
 - ii. Maintenance shall be carried out in a manner that the County considers suitable for its intended use.
12. Release of Responsibility:
 - i. It is understood that any part of McArthur Place and Jubilee Hall, as provided by the County, is used by the booking party at his/her own risk. The County assumes no responsibility for the loss or damage of personal property or for injuries during the use of the facility by the booking party or for any other individuals who may be in the building during the time of the function.
13. Interpretation:
 - i. Where interpretation of this policy is uncertain, the Administration shall decide on the intent.
 - ii. The booking party may appeal the decision of the Administration by writing to Council.
14. Smoking in Facilities:
 - i. All facilities are non smoking and the no smoking bylaw will be enforced if renters are caught doing so on facility property.
15. Occupancy loads are as follows:
 - McArthur Room- 250
 - Tea Room- 75
 - Jubilee Hall- 400
16. Liquor:
 - i. A liquor license is required if liquor is to be consumed. Consumption of alcohol by minors is prohibited.
 - ii. It is the responsibility of the renter, at its sole cost and expense, to arrange for and ensure that a Host Liquor Liability Certificate of Insurance has been arranged for and forwarded to the owner within seven (7) days of the function. The renter agrees that the insurance policy referred to herein will name Lac La Biche County as an additional insured on the said policy as their interest may appear and a severability of interest clause or a cross liability clause.

17. Special Arrangements:

- i. County Administration shall have the authority to make arrangements outside the guidelines of this policy to deal with unique situations.

"Original Signed"
Chief Administrative Officer

March 12, 2010
Date

"Original Signed"
Mayor

March 12, 2010
Date



LAC LA BICHE COUNTY

PO Box 1679 Lac La Biche, AB T0A 2C0
Phone: 780-623-1747 Fax: 780-623-2039 (County Centre)
Phone: 780-623-1747 Fax: 780-623-3510 (McArthur Place)
email: main.office@laclabichecounty.com

APPENDIX "A"

Lac La Biche County Facility Rental Agreement

- | | |
|--|--|
| <input type="checkbox"/> Jubilee Hall | Attn: _____ |
| <input type="checkbox"/> McArthur Room | Fax: _____ |
| <input type="checkbox"/> Tea Room | Return Fax: <u>780-623-3510</u> |

This Agreement made the _____ day of _____.

Between Lac La Biche County
(Herein after referred to as the "owner")

And

OF:

(Herein after to as the "Renter")

- Term of Rental: The Renter desires to rent from the County (the Facility") from _____ To _____ and the Owner is in agreement with the Facility for the Purpose of _____.
- Rights and Responsibilities of Renter: The Renter agreed to use the Facility only for the Function as indicated above, during the agreed upon Rental Period.
- The renter will, at all times, indemnify and save harmless the Owner, and its directors, officers and agents, from and against all actions, claims, demands, suits, proceedings, damages, costs (including without restricting the generality of the foregoing, legal costs on a solicitor/ client basis), and any further associated expenses that have been brought, made or incurred by or against the Owner, and its directors, officers and agents, by reason of, or arising out of, or in any way related to the Facility by the Renter, its agents, employees, invitees or contractors except where the action, claim, demand, cost or expense was caused by intentional acts or gross negligence of the Owner.
- This Agreement may not be assigned, in whole or in part, by the Renter without the express written authorization of the Owner.
- The Renter will not permit any damage to occur to the Facility and will leave the premises in the same condition substantially the same condition as when the Renter entered the Facility for the function. Refer to Schedule "B" for cleaning requirements.
- In the event the Function is to serve liquor, it is the responsibility of the Renter, at its sole cost and expense, to arrange for and ensure that a Host Liquor Liability Certificate of Insurance has been arranged for and forwarded to the Owner with seven (7) days of the Function. The Renter agrees that the insurance policy referred to herein will name Lac La Biche County as an additional insured on the said policy as their interest may appear and a severability of interest clause or a cross liability clause.

7. It is agreed by the Renter that it shall sign and provide to the Owner at the time of execution of this Agreement, an Acknowledgement and Waiver, in the form attached hereto as Schedule "A".
8. During the Function, the Owner will permit the Renter to use the Facility for permitted activities and for no other purpose whatsoever, subject to the terms and conditions set forth herein.
9. The Owner will retain control of the Facility and the Owner will not unreasonably interfere with the Renter's use and enjoyment of the Facility. The Facility will be available to the Renter's agents, servants, employees and invitees in accordance with the policies of the Owner relating to such use.
10. In the event the Renter undertakes or permits any activity within the Facility or the Facility Grounds, which activities may be a nuisance or cause property damage or may cause personal injury, or in the event the Renter is in default of any of the terms and conditions herein, the Owner may terminate the Agreement forthwith immediately.
11. The Owner, its directors, officers and agents will not be liable for any theft, loss or damage of property of the Renter, its agents, employees, servants or invitees, however so caused.
12. Rental Fees: Fees are outlined in Schedule "C".
13. Payment of Rent: All rental fees are to be paid in full, including the required damage deposit at the time of the booking. The booking is considered to be tentative until all rental fees have been paid in full. Interest will not be charged on any functions prior to the actual date of the event. Groups/organizations may request rental fees to be billed which can occur if authorization by administration. Booking parties shall be responsible for any increase in rental rates should the fee structure change prior to the rental date. The difference resulting from an increase must be paid at the Community Services Office before a key will be issued.
14. A time restriction of 3:00 am is in effect for all functions. This includes the customary half-hour tolerance period.
15. Kitchen Facilities: The Kitchen shall remain locked at all times when not in use. The Kitchen needs to be booked if renter needs to use in conjunction with any other booking, (i.e.) Tea Room. The Kitchen is to be left clean and in the conditions it was received. Refer to Schedule "B" for cleaning requirements.
16. Decorations: Decorations are to be fire proof material. No decorations are allowed on drywall area of walls. No tape allowed hanging decorations on walls. No staples, tacks or nails to be used on ceilings or walls. Nothing will be removed from the walls, (i.e.) plaques, flags, framed pictures etc. All decorations must be completely removed immediately after function.
17. Damage Deposit: The renter agrees to pay the damage deposit (outlined in "Schedule C") to the Lac La Biche County. The damage deposit will be returned to the renter within 30 days after the rental dates with the following considerations that may apply.
 - Subject to any deductions made by the Lac La Biche County for the following:
 1. Cost of repairs of any damages caused and missing items to the facility(s) during the term of this agreement based on actual cost of the materials and labor.
 2. Cost of replacing any missing or broken equipment, (i.e.) chairs, tables, kitchen items, kitchen/cleaning supplies, etc.
 3. Cost of cleaning where renter's cleaning requirements have not been met. A fee of \$25.00 per/hour will be charged for cleaning that is not done up to requirements as per Schedule "B" attached. The minimum fee of \$ 25.00 per/ hour will be charged as per time incurred in multiples of one hour.
 4. Cost of replacing lock tumblers and cutting keys in the event the keys are lost.
 5. If damages exceed the Damage Deposit, Person(s) or Organization shall be responsible for payment.
18. Facility Cleaning Requirements: Clean up is required as per "Schedule B". If clean up is not done a charge of \$25.00 per/hour will be billed to the user group.
19. Cancellations: Upon cancellation of a booking, the County reserves the right to withhold 25% of the rental amount if the booking is cancelled within one month of the event and \$50.00 if cancelled with more than one month's notice.
20. Waiver of Rental Fees: The County shall consider waiver of fees as per Waiver of Fee Policy No.CM-71-007.
21. Occupancy Loads:
 - McArthur Room – 250
 - Tea Room – 75
 - Jubilee Hall – 400 people with tables, 500 without
22. This Agreement will ensure to the benefit of and are binding upon the parties hereto, their respective heirs, and successors and permitted assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

Lac La Biche County, by its authorization representative

Per: _____

Witness X _____
Renter

Witness X _____
Renter

**Please sign on the above line by one X.

RENTAL FEE: \$ _____

5% GST \$ _____

SUBTOTAL: \$ _____

KITCHEN RENT: \$ _____

SOCAN FEE: \$ _____ (any function with hired music)

DAMAGE DEPOSIT: \$ _____

KEY DEPOSIT: \$ 50.00

TOTAL: \$ _____

INVOICE # _____

OR/

RECEIPT # _____

Schedule "A"
Acknowledgement and Waiver

Renters, as defined in the Agreement dated _____ herein acknowledge that it is their sole responsibility for obtaining all necessary liquor permits, required licenses and Host Liquor Liability Insurance for the Function, as defined in the Agreement.

It is understood by the Renters, their agents, employees, invitees or contractors for alcoholic beverages will be consumed on the premises or the surrounding grounds of the Owner, without first obtaining the prior written consent of the Owner.

- In the event that the Owner has provided consent to the Renter, their agents, employees, invitees or contractors for alcoholic beverages, of any kind, to be consumed on the premises grounds, the Renter acknowledges that it will purchase, from a licensed insurance agent or broker, a Host Liquor Liability Insurance Policy in an amount not less than \$2,000,000.00, and shall name, as an additional insured, the Facility name and the Lac La Biche county under such a policy. The Renter agrees to provide to the Owner, or its representative, a Certificate of Insurance evidencing the coverage not less than seven (7) days prior to the Function, as defined in the Agreement.

It is further agreed that at all times the Renter, without limitation, indemnify and save harmless the Facility its directors, officers and agents and Lac La Biche county, its Councilors, officers, employees, volunteers and all other representatives from against all liability, claims, actions, losses, costs or damages arising out of actions or omissions of the Renter.

This Waiver/Acknowledgement shall survive the termination and/or expiration of the within Rental Agreement between the Owner and the Renter.

Dated this _____ day of _____, Lac La Biche, Alberta.

Per: _____
Lac La Biche County by its authorization representative

X _____
Renter

*****Please fill in the above and sign if
Alcohol to be served**

Acknowledgement

The Renter acknowledges, by its initials, that alcohol will be served or consumer at the Function.
(Please initial)

The Renter acknowledges, by its initials, that alcohol **will NOT** be served or consumed at the Function. (Please initial)

Schedule "B"

Cleaning Requirements

The facility is to be left clean and in the condition it was received.

Cleaning supplies: (toilet paper, paper towels, garbage bags, etc.) will be in:

McArthur Room – On Janitorial Cart

Tea Room – Designated Area

Jubilee Hall – Kitchen

- a) **Garbage**: Litter from all areas is to be picked up and put into garbage bags, the garbage bags are to be deposited in bin located outside of the facility.
- b) **Floors**: Sweep floors in all areas, mop all spills and dirty areas.
- c) **Tables & Chairs**: Must be wiped clean and returned to storage area unless other arrangements have been made. Stack chairs in piles of 10.
- d) **Bathrooms**: Sweep floors, pick up all litter, take out garbage.
- e) **Foyer**: Sweep floors, pick up litter.
- f) **Bar**: Empty cooler/fridge, wash counters and sinks, Remove recyclables and garbage.
- g) **Coat Room**: Sweep floor, remove unclaimed articles.
- h) **Kitchen**: Must be properly cleaned or a fee will be charged. Renter is responsible for washing and putting away all dishes, pots & pans, coffee pots etc. Washing and sanitizing all counter tops, stainless steel work station carts, tables, sinks, griddle, deep fryers, stoves etc. If griddle is used, it must be cleaned according to instruction sheet located in kitchen.
- i) **Towels and Cleaning Rags**: are to be left in bin under main sink for facilitator to wash.

Thank-you,

Lac La Biche County

Schedule "C"

Rental Fee Schedule

SCHEDULE "C"			
	Jubilee Hall (400)	McArthur Room (200)	Tea Room (75)
Social Fundraising-day and evening use (functions sponsored by local hotels when they provide catering are deemed to be social)	\$150/day	\$225/day	\$100/day
Information/Cultural/Recreational	\$50/hour	\$50/hour	
All day use-9:00 am to 5:00 pm for public meetings – Monday-Thursday	\$150/day	\$150/day	
All day use- 9:00 am to 5:00 pm for public meetings- Friday, Saturday, Sunday	\$150/day	\$225.00	
Commercial Purposes-Evening Use from 8:00 am to 6:00 pm	\$600/day	\$600/day	
Commercial Purpose- Evening Use after 6:00 pm	\$80/hour	\$80/hour	
Kitchen Use/ Per Occasion	Included with day rate	\$100.00	
SOCAN Fee (Tariff 8)- Receptions, Conventions, Assemblies & Fashion Shows for which music is hired	With Dancing \$130.78 ... without \$65.39	With Dancing \$62.72... without \$31.33	
Weddings- Decorating Friday Night (after 7:00 pm)	\$100.00	\$100.00	
Weddings – Gift Opening Sunday	\$100/day	\$100/day	
Funeral Luncheons (including kitchen) *No Damage deposit required for funeral luncheons or wakes.	\$150.00	\$50.00	
Funeral Wakes (including kitchen) *No Damage Deposit required for funeral luncheons or wakes.	\$150/day	\$50/day	
Damage Deposit (refunded if no damage or breakage occurs)	\$200.00	\$200.00	\$100.00
Key Deposit	\$50.00	\$50.00	\$50.00
GST: GST @ 5% is applied to all rental fees (excluding damage and key deposit)			
CANCELLATIONS: Upon cancellation of a booking of McArthur Room or Jubilee Hall, the County reserves the right to withhold 25% of the rental amount if cancelled within one month of the event, and \$50.00 if more than one months notice.			