



# TOWN OF THREE HILLS

POLICY # 920

## FACILITY RENTAL POLICY

Adopted by Council on: November 14, 2023

Resolution No: 250-2023

---

### 1. PURPOSE

- 1.1. The purpose of this policy is to establish standards regarding all facility rentals within the Town, including the Arena, Aquatic Centre, Community Centre, Anderson Park, baseball diamonds, and soccer fields.

### 2. AUTHORITY

- 2.1. The authority for this policy is by resolution of the Council of the Town of Three Hills.
- 2.2. The CAO is accountable and responsible for the development and implementation of this policy.
- 2.3. The CAO reserves the right to exercise appropriate managerial judgment to take such actions as may be necessary to achieve the intent of this policy, which may include preparing procedures and regulations to assist staff in achieving the intent of this policy.

### 3. DEFINITIONS

- 3.1. Whenever the singular masculine gender is used in this policy, the same shall include the feminine and neutral gender whenever context requires.
- 3.2. In this policy, unless the context otherwise requires:
  - 3.2.1. “**Master Rates, Fees and Charges Bylaw**” shall mean the Town’s current Master Rates, Fees and Charges Bylaw that is approved by Council and amended from time to time. This Bylaw provided rates associated with rentals of Town-owned facilities.
  - 3.2.2. “Recurring” shall mean a person or organization that rents the facility on an ongoing basis, such as minor hockey, figure skating, or gymnastics clubs.
  - 3.2.3. “**Special Events Policy**” shall mean the Town’s current Special Events Policy that is approved by Council and amended from time to time. The Special Events Policy provides guidelines for larger functions, occurring in the Town which are open to or intended to attract the general public and will take place in/on Town-owned or publicly-owned facilities.

## 4. RENTAL PROVISIONS

### 4.1. Facility Usage and Eligibility

4.1.1. The Town will rent facilities to any group, as long as the usage of the facility is not illegal and will not disrupt the Town's normal business. Rental of facilities to any group does not imply that the Town approves of or supports the group's activities, values, or point of view.

4.1.2. All facility rentals are required to sign and complete a rental agreement prior to the rental time. If the rental agreement has not been signed and submitted to the Town prior to the rental time, the Town may deny the user group access to a Town facility and the user group will be required to pay all fees associated with the rental.

4.1.3. Priority for ice surface rentals for ice times starting before 9 pm will be given as follows:

- 4.1.3.1. Local youth user groups under the age of 18;
- 4.1.3.2. Three Hills Thrashers Junior Hockey Club
- 4.1.3.3. Local adult user groups
- 4.1.3.4. Non-local youth user groups
- 4.1.3.5. Non-local adult user groups

4.1.4. All requests for user group ice surface rentals for the upcoming season will be required to be submitted on or before September 1<sup>st</sup>. A user group ice allocation meeting will be held yearly for groups to submit schedules and discuss potential requirements for ice allocation.

4.1.5. The Town will attempt to maintain consistent ice surface schedules from year to year; however, adjustments may need to be made depending on the priority list in Section 4.1.3.

4.1.6. Should the rental be open to the public, it may require approval pursuant to the Town's Special Events Policy, as amended from time to time. The Special Events Policy can be found on the Town website, or by calling the Town Office to obtain a copy.

### 4.2. Renter Responsibilities

4.2.1. The Renter is responsible for acting as the primary point of contact for the Town for matters pertaining to the rental inclusive of submission of the rental agreement and other documentation, payment, providing feedback/concerns to the Town and ensuring adherence to all rental rules, regulations, terms, and conditions by all users/attendees.

4.2.2. Renters are required to uphold municipal, provincial, and federal standards and regulations inclusive of health and safety and support environmental and accessible practices.

4.2.3. Renters will be responsible for all damages caused to Town facilities and equipment during their rental period. The Town may require a damage deposit depending on the nature of the event. Should a renter fail to pay for damages, future rentals may be denied.

4.2.4. Renters must ensure that adult supervision is present at all times for minors in Town facilities.

#### 4.3. Prohibited Activities

4.3.1. Using picture or video-taking devices (cell phones, tablets, cameras) to take photos or video recordings is strictly prohibited in any washroom or changeroom.

4.3.2. The Town has a zero-tolerance policy for verbal or physical abuse towards staff members, officials, and other members of the public. Anyone partaking in any form of abusive behaviour will be asked to leave the facility.

4.3.3. Cannabis, illicit drugs, cigarettes and e-cigarettes, and chewing tobacco are strictly prohibited in Town facilities.

4.3.4. The sale or consumption of alcohol within Town facilities is prohibited unless a valid liquor license is obtained by Alberta Gaming, Liquor and Cannabis Commission and approved by the Town prior to the rental. Where an event involves alcohol, renters must adhere to all Alberta Gaming, Liquor and Cannabis Commission Regulations.

4.3.5. Individuals displaying signs of severe impairment due to alcohol or drug consumption will be asked to leave the facility.

#### 4.4. General

4.4.1. Renters are not permitted to use the Town's legal name, logos, or insignias on any promotional materials without the prior written consent of the Town.

4.4.2. The Town is not responsible for lost or stolen equipment, clothing, or personal belongings. It is strongly recommended that valuables be locked in lockers where available.

### 5. CANCELLATION OF RENTAL

5.1. Renters of the Community Centre shall provide the Town with the following written notice:

5.1.1. More than 90 days notice – 100% of the deposit/payment refunded

5.1.2. Less than 90 days, more than 30 days notice – 50% of the deposit/payment refunded

5.1.3. Less than 30 days notice - 0% of the deposit/payment refunded

5.2. Renters of all other Town facilities shall provide the Town with one (1) week's notice of cancellation for any scheduled rental, aside from the ice surface.

5.3. Recurring user groups that rent the ice surface shall provide the Town with fifteen (15) days' notice of cancellation of their ice time unless the cancellation is a result of poor weather conditions as determined by the Town.


- 5.4. All other renters of the ice surface shall provide the Town with seventy-two (72) hours' notice of cancellation of their ice time unless the cancellation is a result of poor weather conditions as determined by the Town.
- 5.5. If the cancellation conditions noted above are not met, the Town will require payment in full for the rental.

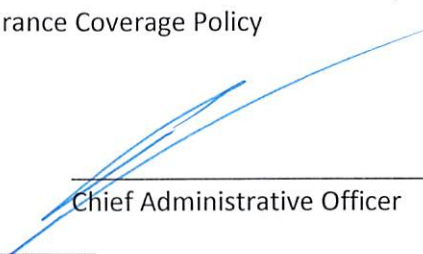
**6. INSURANCE**

- 6.1. Insurance requirements for the renter and minimum scope of coverage may include, but not limited to:
  - 6.1.1. Commercial General Liability Insurance
  - 6.1.2. All Risk Property Insurance
  - 6.1.3. Directors and Officer Liability Insurance
  - 6.1.4. Abuse Liability Insurance
  - 6.1.5. Tenant Legal Liability Insurance
- 6.2. The Town shall be added as Additional Insured and the coverage shall contain no special limitation on the scope of protection afforded to the Town. The dates of coverage shall note the entire duration of the rental.
- 6.3. The renter must provide verification of coverage prior to the commencement of the rental to the Town Office. Failure to do so may result in the rental being cancelled by the Town.

**7. PRIOR POLICY**

- 7.1. This policy shall supersede and replace all prior policies, oral or written, regarding facility rentals within the Town, including, but not limited to:
  - 7.1.1. Policy 460 – Three Hills Centennial Place Arena Cold Zone Rental Policy
  - 7.1.2. Policy i088 – Facility User Group Insurance Coverage Policy

  
 \_\_\_\_\_  
 Mayor

  
 \_\_\_\_\_  
 Chief Administrative Officer

Previous Version:		
Effective On:	November 14, 2023	250-2023
Review Date:	November 14, 2026	