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| Policy Title: | Community Center Policy |
| Policy Number: | C-07 |
| Policy Owner: | Council |
| Effective Date: | January 1, 2024 |

1. Purpose

This policy provides the parameters for the use and operation of the Coalhurst and District Community Centre ("the Centre").

2. Scope

This policy applies to the Town of Coalhurst and residents of Coalhurst and is intended to maximize the use of the Centre with a balance of social, cultural, business, and minor athletic events. The Centre is owned and operated by the Town of Coalhurst, and the annual operating budget is supported by municipal tax dollars as approved by Town Council.

3. Definitions

"Affiliate Charitable Organization" means registered charities or charitable organizations, non-profits, associations and societies outside of Coalhurst but having a local elected official formally appointed as a member of the board of Directors by Coalhurst Council or for which a member of Administration is a member.

"Centre" means the Coalhurst & District Community Centre.

"CAO" means the Chief Administrative Officer.

"Local Charitable Organization" means registered charities or charitable organizations, non-profits and societies located in or having their main address within the Town of Coalhurst.

"Local Provider" means a group or individual that provides regular programming for a fee.

"Major Events" means an event that is open to the entire community and is expected to draw more than 100 participants. This includes, but is not limited to Turkey Bingo, Christmas Craft Market, Halloween and New Years Parties, Miners Days etc.

“**Paid Booking**” means a booking that is full rate or reduced rate.

“**Programming**” means courses, classes, presentations, workshops etc.

“**Schools**” means schools within Coalhurst boundaries or with whom the Town has entered into joint use agreements.

4. Policy

A. General Policies

- i. The operational principle is to promote the full use of the facilities for weddings, social activities, functions, programming, group meetings etc., but not its use as a sport facility or gymnasium.
- ii. The operation of the Centre will be carried out taking into account safety, good service, and fiscal responsibility.
- iii. No bookings will be made for Christmas Eve, Christmas Day, and New Years Day.
- iv. Stag parties will not be accommodated in the Coalhurst Community Centre.
- v. All arts and crafts are to be booked into the Ron Coombes Room only.
- vi. Telephone bookings will not be accepted. Information concerning the availability of a date is not considered a booking.

B. Donated Booking Policies

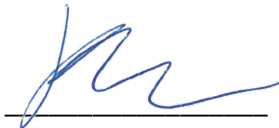
- i. Applications for donated usage will be accepted only from Local Charitable Organizations and schools.
- ii. Donated bookings are only available from Sunday at 4:00 p.m. through to Friday at 6:00 p.m. An exception may be made to include Friday evening as part of a Friday and Saturday rental.
 - a. An exception may also be made to include a Friday evening booking donation if the Hall does not already have an existing Friday paid booking. Section C-iv. would still apply.
- iii. All attempts will be made to accommodate reasonable requests for the use of the Centre; however, the Town reserves the right to adjust day or time slots for donated bookings from time to time to allow for regularly scheduled paid bookings by local

charitable organizations, schools and local providers who are providing community programming and events that are open to the entire community. A minimum of fourteen (14) days notice will be given to those who have a donated booking of the requirements to change day and/or time slots. Donated time slots for major events by local charitable organizations and schools will not be displaced by a paid booking.

- iv. Donated bookings must be made directly with the Town Office and cannot be booked online.
- v. No organization will be allowed to have exclusive use of any part of the Centre.

C. Reduced Rate Bookings Policies

- i. Use of the center for funerals is available for current or former local residents at half price subject to availability.
 - a) Section C-i. is not subject to Section C-iv.
- ii. Friday from 6:00 p.m. to Sunday at 4:00 p.m. are available to applicable local charitable organizations and schools at half price but are subject to availability.
- iii. Use of the center by Affiliate Charitable Organizations is available at half price subject to availability.
- iv. From May 1 through September 30 availability can only be confirmed 60 days in advance for single day reduced rate bookings.
- v. Reduced rate bookings must be made directly with the Town Office and cannot be booked online.

| Review Date | Description | Approved By: |
|-------------|---|---|
| 24-Jan-16 | <p>Sections 1-4 are considered part of Council’s governance mandate and are to be approved and reviewed by Council. This policy was approved by Council on January 16, 2024.</p> <p>This policy rescinds policy(s) 74-01-01 (COMMUNITY CENTRE), 72-02-02 (DONATION OF FACILITIES, GROUPS & ORGANIZATIONS), 74-02-05 (DONATION OF FACILITIES, FUNERALS) and 74-02-04 (DONATION OF FACILITIES, GROUPS & ORGANIZATIONS & SPECIAL BIRTHDAY)</p> |  _____ Mayor |

5. Procedures

A. Requesting a Donated or Reduced Rate Booking

- i. Local charitable organizations or schools requesting use of the facility, on a donation basis, are required to file a Letter of Commitment, in lieu of a damage deposit, with the Town Office. This letter is to be updated annually to ensure the officers in charge of the organization are aware of their liability.
- ii. A donated booking will not be confirmed until a current Letter of Commitment is on file, the Donation Request Rental Agreement is completed and returned to the Town Office and the booking is approved by the booking coordinator after consultation with the CAO or designate.
- iii. Submit the application to main@coalhurst.ca (see Section 6/ the Rental Agreement Form) at least two weeks prior to the requested date. Any late applications may be considered if the facility is not booked.
- iv. The Town will confirm if the facility is available for donation as per policy.
- v. The Town will contact the applicant to discuss the application review.
- vi. If approved, the Town will provide a Contact for the use of the facility.

B. Reporting to Council

- i. An annual report is to be prepared for Council, showing the name of each group granted donated usage and reduced rate bookings and the dollar amount equivalent to the donation, based on the current rates charged for paid bookings.
- ii. At the beginning of each year a letter will be written to each group showing the total dollar value of the donation given to them for the previous year.
- iii. The overall administration of the Centre will be the responsibility of the Town through the Director of Corporate Services.

6. Appendices / Forms


Coalhurst and District Community Centre Rental Agreement

Coalhurst and District Community Centre Donation Request & Reduced Rate Application Form

7. Supporting Information

Town of Coalhurst Fees and Rates Bylaw

8. Revision History / Amendments

| Review Date | Description | Approved By: |
|-------------|---|---|
| 24-Jan-16 | <p>Sections 5 – 6 are Administrative in nature and are executed by the CAO or designate. This policy was approved by Council on January 16, 2024.</p> <p>As directed by Council on February 21, 2023: MOVED that Council direct the CAO to review Administrative Policy 74-02-04 [Donation of Facilities Groups & Organizations & Special Birthday in consideration of donated use of the Centre.</p> |  Chief Administrative Officer |

THIS RENTAL AGREEMENT

MADE THIS _____ DAY OF _____, 20____ BETWEEN:

THE TOWN OF COALHURST

&

First Name

Last Name

Physical (Home) Address

Mailing Address

Municipality

Province

Postal Code

Phone

Email

FOR THE DATE(S) OF:

_____ DAY(S) OF _____, 20____

FROM: _____ A.M. / P.M. TO _____ A.M. / P.M.

Personal information is being collected under the authority of Section 33(c) of the *Freedom of Information and Projection of Privacy Act* and will be used to administer the Coalhurst & District Community Centre Rental Agreement. Your information is protected by the Privacy Provisions of the *Freedom of Information and Protection of Privacy Act*. Questions regarding the collection of personal information can be sent to clerk@coalhurst.ca.

INITIAL HERE: _____

THE TOWN OF COALHURST SHALL:

1. Make available the Facilities and provide the services, subject to the Community Centre Policy, on the event date at the time, price, and in the manner specified within the Agreement.

THE FACILITY USER SHALL:

1. Pay the booking deposit, which is 50% of the total booking fees, to the Town of Coalhurst before the Agreement is valid.
2. Pay any outstanding amounts thirty (30) days prior to the booking date or the booking may be voided.
3. Use the facilities and services are only for the purposes of the event for which it was rented.
4. Abide by and cause its agents, servants, employees, and invitees to comply with conditions outlined in this Agreement.
5. Be responsible for their own set up and return of the facilities to their condition in which they found it prior to this agreement (excepting reasonable wear and tear), including tables and chairs returned to their original placements;
6. Ensure that keys or entry FOBs remain in the care and control of the person responsible for the booking and not to be given to other users under any circumstances.
7. Ensure that set up and take down only take place during the booked times to avoid conflict with other bookings.
8. Be responsible for the supervision and security of the building during their function.
9. Obtain all necessary licenses/permits (including, but not limited to permits issued by the Alberta Liquor and Gaming Commission) and post them during the event and adhere to all regulations that apply. The liquor license must be posted in a visible location, with receipts attached. Bar is to be closed no later than 1:00am.
10. Ensure that a Contact, proof of insurance (if applicable), and a copy of the AGLC Liquor license (if applicable) is provided to the Town a minimum of two (2) days prior to the event.
11. If requested by the Town of Coalhurst, require its participants, entrants, or their invitees to sign releases in a form satisfactory to the Town of Coalhurst, in its sole discretion.
12. Adhere to and sign off on all items on the "***Check List Before Leaving***" found on Schedule A. If these items are not followed, the user may lose their damage deposit, or a portion, and may be

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required to pay for any additional clean-up time, costs, or repairs if applicable and exceeds the damage deposit amount.

13. Ensure that no duct tape, nails, screws, or any mechanism to secure an item to the wall is permitted or used by anyone attending the event.
14. Ensure that tables and chairs are not dragged along the floor during the event.

ADDITIONAL TERMS:

1. If any term of this Agreement is breached, the Town of Coalhurst shall have the right to terminate this Agreement forthwith, without any notice whatsoever and require the user to vacate the facilities forthwith and any charges for the use of the facilities and for the provision of the services shall be in no way reduced or abated and the user shall remain liable for the full amount thereof.
2. The Town of Coalhurst reserves the right to deny any use or rental of the Centre and has the right to cancel this Agreement at any time whatsoever if, in the opinion of the Town of Coalhurst, the performance or continued performance of this Agreement would or could result in damage to the real or personal property of the Town of Coalhurst or if to allow such performance or continued performance of this Agreement would otherwise be dangerous or unsafe.
3. The Town of Coalhurst shall not be liable for any theft, loss, or damage of, to, or from the persons or property of the User, its agents, employees, servants, or invitees, howsoever caused.
4. Should the Town of Coalhurst be rendered incapable of performing its obligations hereunder by reason on any statute, law, order, or regulation or for any other reason beyond its reasonable control, the Town of Coalhurst shall be relieved from the fulfillment of such obligations and the user shall be entitled to a refund of any fees paid.
5. Use of the facilities shall be confined to the area(s) stated below in the cost summary. All changes must be made through the Town Office prior to the booking date.
6. The user has inspected the facilities and has satisfied itself that the facilities are suitable for the event and that there have been no promises, representations, warranties, or undertakings given by the Town of Coalhurst with respect to the facilities or services except as are expressly set forth herein. The user is also required to report any pre-existing visible damage of the facility to the town prior to the event.
7. The damage Deposit, less any costs, damages or charges, will be refunded after the condition report has been received by the Office.

INITIAL HERE: _____

8. Use of the Facilities shall be completed by 2:00 a.m. Any bookings exceeding this deadline will be charged \$100.00 per hour or portion thereof. The additional fee shall be deducted from the damage deposit.
9. All bookings must be cleaned up and out of the Centre no later than 2:00 a.m. unless it's the middle day of a full weekend booking.
10. Room rentals may only be changed from the booked time and date with Town approval and are subject to availability.
11. Any foodstuff or other goods left in the Centre will be disposed of after 48 hours.
12. The user will ensure all doors are kept closed as the facility is located within a residential area. The user will cause its agents, participants, entrants, or invitees to conduct themselves in a quiet, orderly fashion when leaving the premises.
13. User groups are responsible for providing their own catering. Supplies can be stored in the Centre during the booking, subject to the availability of space.
14. The Town will provide a sufficient supply of tea towels, dishwasher soap, detergent, and trash bags.
15. For regularly scheduled program bookings there will be no booking deposit, but the damage deposit must be paid in advance of the booking and all rental charges must be paid within 30 days. Failure to do so will result in all outstanding charges being deducted from the damage deposit.
16. Charges deducted from damage deposit include the following:
 - The cost to replace items or make repairs plus labor for loss or damage.
 - Returning chairs and tables to their original placement (actual cost of labor).
 - Excessive cleaning for Town staff after a booking.
 - The cost to replace the Allan key and/or key card/FOB if not returned to the Town Office by Noon the day after your event.
 - Facility use over and above that approved in rental agreement.
17. Total damage deposit may be forfeited if there is a valid noise complaint received by the Town of Coalhurst.
18. If a cancellation occurs at least 90 days prior to the event 50% of the booking deposit plus 100% of any other prepaid fees will be refunded. For cancellations between 90 and 30 days in advance of the scheduled event 25% of the booking deposit will be refunded. If the booking is cancelled with less than 30 days notice 25% of the booking deposit plus 100% of any other prepaid fees

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will be refunded. In all cases of a cancellation the entire damage deposit will be refunded.

19. Fees and Rates are found in the Town’s Fees and Rates Bylaw

20. Keys or entry FOBs must be picked up at the Town Office no later than 3:00pm the day of the booking. For weekend or holiday bookings no later than 3:00pm on the last business day prior to your booking.

OFFICE USE ONLY

COST SUMMARY

The Town of Coalhurst agrees to make available the facilities and to provide the services as described below on the date at the times, price, and in the manner specified:

| DESCRIPTION | CHARGES |
|--|---------|
| A) Complete Centre (Main Hall, Kitchen, & Ron Coombes Room | \$ |
| B) Ron Coombes Room & Kitchen | \$ |
| C) Ron Coombes Room | \$ |
| D) Kitchen | \$ |
| E) Main Hall | \$ |
| SUBTOTAL CHARGES | \$ |
| G.S.T. | \$ |
| TOTAL CHARGES | \$ |
| BOOKING DEPOSIT | \$ |
| DAMAGE DEPOSIT | \$ |
| PAID AT TIME OF BOOKING | \$ |
| BALANCE OWING | \$ |

CHEQUES MADE PAYABLE TO "TOWN OF COALHURST" OR E-TRANSFERS TO "PAYMENTS@COALHURST.CA"

- Booking Fee Received Date: _____ Initials: _____
- Damage Deposit Received Date: _____ Initials: _____
- Balance Owing Received Date: _____ Initials: _____

INITIAL HERE: _____

INDEMNITY

The Facility User assumes the entire responsibility and liability for losses, expenses (including legal expenses on a solicitor and his own client basis), damages, demand, and claims based on any injury or alleged injury to persons (including sickness and death) or damage or alleged damage to property (whether such property be the property of the Town of Coalhurst or property of third parties) sustained or alleged to have been sustained, in any way connected with the use of or proximity to the facilities and services by the user, it's employees, agents, servants, and invitees. The user agrees to indemnify and hold harmless the Town of Coalhurst, its employees, agents, servants, and invitees from and against the same and from any against any and all damages, demands, claims, and expenses (including legal expenses on a solicitor and his own client basis) made by any third party against the Town of Coalhurst arising directly or indirectly from any injury or damage or alleged injury or alleged damage of other matter relating to this Agreement. The user further agrees to defend any suit or action brought against the Town of Coalhurst, its employees, agents, servants, and invitees arising out of activities to collect or attempt to collect any monies properly due to the Town of Coalhurst pursuant to the Agreement. By signing below, I understand and agree to these and all other terms found within the Rental Agreement.

Facility User Signature

Town of Coalhurst Signature

Date

Note: For any requests to change the booking day and/or time or to schedule the key pick up for your booking, please contact the Town Office:

(403) 381-3033 or main@coalhurst.ca

For any urgent Community Centre cleaning needs **not** related to *Schedule A: Checklist Before Leaving the Community Centre*, please contact:

(403) 382-1759 Attention: Matthew or Rosa

INITIAL HERE: _____

SCHEDULE A – CHECK LIST BEFORE LEAVING THE COMMUNITY CENTRE

(PLEASE PLACE ON THE CHECK LIST CLIP BOARD IN THE COMMUNITY CENTRE)

To have the Damage Deposit returned, the following task list must be completed.

| CHECK HERE | TASK LIST |
|---------------|---|
| | Clean and wipe off all tables and chairs. |
| | Clean and put away all dishes, cutlery, etc. that were used at the function. |
| | Clean up large messes/spills when they occur. (Kitchen, Bathroom, Main Hall, etc.) |
| | Remove blackmarks from floor. |
| | Take out garbage bags and place them in the bin outside. |
| | Remove any decorations, food, or other personal items from the building (anything left and not claimed will be disposed of after 48 hours). |
| | Clean the grill/grease tray if used. |
| | Return tables/chairs to their original placement. Chairs stacked at back of the hall and tables under main stage. |
| | Ensure all doors are locked. |
| | Return keys to the Town Office Drop Box by noon the day after the event. If not returned, the fee to replace the key will be applied. |

I have completed all the above items to have my Damage Deposit returned. If upon inspection, these items have not been completed, I understand that I may not receive my full Damage Deposit refund, as stipulated in the signed Rental Agreement.

Facility User

Date

INITIAL HERE: _____

APPLICANT INFORMATION

First Name

Last Name

Representing

Address

Mailing Address

Municipality

Province

Postal Code

Phone

Email

Type of Function: _____

Date of Function: _____

Time of Function: _____

Personal information is being collected under the authority of Section 33(c) of the *Freedom of Information and Projection of Privacy Act* and will be used to administer the Coalhurst & District Community Centre Donation and Reduced Rate Application Form. Your information is protected by the Privacy Provisions of the *Freedom of Information and Protection of Privacy Act*. Questions regarding the collection of personal information can be sent to clerk@coalhurst.ca.

INITIAL HERE: _____

COST SUMMARY

| DESCRIPTION | CHARGES |
|---|---------|
| A) Complete Centre (Main Hall, Kitchen, & Ron Coombes Room) | \$ |
| B) Ron Coombes Room & Kitchen | \$ |
| C) Ron Coombes Room | \$ |
| D) Kitchen | \$ |
| E) Main Hall | \$ |
| TOTAL REDUCED AMOUNT | \$ |
| DAMAGE DEPOSIT | \$ |
| <i>SUBTOTAL CHARGES</i> | \$ |
| G.S.T. | \$ |
| TOTAL CHARGES | \$ |
| BOOKNG DEPOSIT | \$ |
| PAID AT TIME OF BOOKING | \$ |
| BALANCE OWING | \$ |

CHEQUES MADE PAYABLE TO "TOWN OF COALHURST" OR E-TRANSFERS TO "PAYMENTS@COALHURST.CA"

OFFICE USE ONLY

- Booking Fee Received Date: _____ Initials: _____
- Damage Deposit Received Date: _____ Initials: _____
- Balance Owing Received Date: _____ Initials: _____

INITIAL HERE: _____

CONDITIONS OF USE

1. Use of facilities shall be confined to the area(s) stated in the application. All changes must be made through the Town Office.
2. The booking party must specify at the time of booking all facilities needed to conduct their activity. Additional facilities not requested may not be used.
3. Each Local Charitable Organizations or schools using the facilities shall name one person to be responsible, and this person must sign the rental agreement. Local Charitable Organizations or schools must supply adequate supervision while on Town property.
4. This contract sheet is not transferrable.
5. Users must ensure that keys or entry FOBs are picked up at the town office no later than 3pm the day of the booking. For weekend or holiday bookings no later than 3pm on the last business day prior to your booking.
6. All users must return keys or FOBs to the Town Office Drop Box by noon the day after your event.
7. Local Charitable Organizations or schools, serving or selling liquor shall be required to obtain the proper A.L.C.B. permit and be responsible for following the regulations of the A.L.C.B. All liquor sales are to end at 1:00 a.m. The liquor license must be posted in a visible location, with receipts attached.
8. Proof of insurance (if applicable), and a copy of the AGLC Liquor license (if applicable) is required to be provided to the Town a minimum of two (2) days prior to the event.
9. The booking party shall be responsible for providing their own liability insurance protection.
10. Local Charitable Organizations or schools receiving donated bookings are responsible for ensuring the facility is clean and in the same condition as when their booking commenced. If tables and/or chairs are moved, they are to be returned to the original placement.
11. Keys or entry FOBs remain in the care and control of the person responsible for the booking and not to be given to other users under any circumstances.
12. Set up and take down may only take place during the booked times to avoid conflict with other bookings.
13. Renters will be responsible for the supervision and security of the building during their function.

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14. Should there be any damage or breakage to the facilities and/or the contents, the booking party shall be responsible to pay for any repair or replacement costs and assume responsibility for the actions of the Local Charitable Organizations or school.
15. The Town reserves the right to cancel bookings.
16. All bookings must be completed by 2:00 a.m. Any bookings exceeding the 2:00 a.m. deadline will be charged \$100.00 per hour or a portion thereof. The additional fee will be billed to the Local Charitable Organizations or school.
17. If any term of this Agreement is breached, the Town of Coalhurst shall have the right to terminate this Agreement forthwith, without any notice whatsoever and require the user to vacate the facilities forthwith and any charges for the use of the facilities and for the provision of the services shall be in no way reduced or abated and the user shall remain liable for the full amount thereof.
18. The Town of Coalhurst reserves the right to deny any use or rental of the Centre and has the right to cancel this Agreement at any time whatsoever if, in the opinion of the Town of Coalhurst, the performance or continued performance of this Agreement would or could result in damage to the real or personal property of the Town of Coalhurst or if to allow such performance or continued performance of this Agreement would otherwise be dangerous or unsafe.
19. The Town of Coalhurst shall not be liable for any theft, loss, or damage of, to, or from the persons or property of the User, its agents, employees, servants, or invitees, howsoever caused.
20. A penalty clause for local charitable organizations or schools leaving the Centre in an unsatisfactory condition after a donated booking will be implemented. The penalty clause is not discretionary, and no waiver will be given by Council.
 - A) 1st offence: cost of cleaning and damages billed to the group.
 - B) 2nd offence: cost of cleaning and damages billed to the group and loss of facility donation privileges.
21. Should the Town of Coalhurst be rendered incapable of performing its obligations hereunder by reason on any statute, law, order, or regulation or for any other reason beyond its reasonable control, the Town of Coalhurst shall be relieved from the fulfillment of such obligations and the user shall be entitled to a refund of any fees paid.

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22. Once a group has booked the facility on a donation or reduced rate basis, a minimum of 14 days notice to cancel the booking, or to move the booking to a different date, based on availability, must be given to the Facility Coordinator. Failure to do so will result in the group being charged for the booking at the regular rate. A second occurrence will result in the loss of donation privileges.
23. Fees and Rates are found in the Fees and Rates Bylaw
24. All doors must be kept closed.
25. Please remember you are in a residential area and we appreciate your cooperation of keeping the noise level to a minimum outside.
26. Users who have a concern or question are requested to contact the Town Office at 403-381-3033.

INDEMNITY

The Facility User assumes the entire responsibility and liability for losses, expenses (including legal expenses on a solicitor and his own client basis), damages, demand, and claims based on any injury or alleged injury to persons (including sickness and death) or damage or alleged damage to property (whether such property be the property of the Town of Coalhurst or property of third parties) sustained or alleged to have been sustained, in any way connected with the use of or proximity to the facilities and services by the user, it's employees, agents, servants, and invitees. The user agrees to indemnify and hold harmless the Town of Coalhurst, its employees, agents, servants, and invitees from and against the same and from any against any and all damages, demands, claims, and expenses (including legal expenses on a solicitor and his own client basis) made by any third party against the Town of Coalhurst arising directly or indirectly from any injury or damage or alleged injury or alleged damage of other matter relating to this Agreement. The user further agrees to defend any suit or action brought against the Town of Coalhurst, its employees, agents, servants, and invitees arising out of activities to collect or attempt to collect any monies properly due to the Town of Coalhurst pursuant to the Agreement. By signing below, I understand and agree to these and all other terms found within the Rental Agreement.

INITIAL HERE: _____

LESSEE:

As an officer of the above-named Local Charitable Organizations or school, on the date(s) and times indicated, I agree to the conditions for the use of the Coalhurst and District Community Centre as set out in the Town's Community Centre Policy.

SIGNATURE

DATE

OFFICE USE ONLY

DONATION REQUEST APPROVED

- Letter of Commitment Received
- Approved
- Denied

COALHURST & DISTRICT COMMUNITY CENTRE:

CAO SIGNATURE

DATE

INITIAL HERE: _____