



TOWN POLICY

POLICY NUMBER: 7201

REFERENCE:

Council 056.02.11
Council 019.01.14

ADOPTED BY:

Town Council
2 Feb 2010
2 Feb 2011
22 Jan 2014

PREPARED BY: Community Services

DATE: September 19, 1990

TITLE: FAMILY CENTRE POLICY

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Policy Statement

The Town of Strathmore will provide guidelines for fees for recreation facilities.

1. Definitions

- 1.1 Council means the Council of the Town of Strathmore, in the Province of Alberta.
- 1.2 **Local Association** means a group of teams or members thereof that operate under an organizational name, naming the Strathmore Family Centre as their home base or primary affiliation (i.e. Strathmore Minor Hockey, Strathmore Ringette, Strathmore Figure Skating Club, etc.).
- 1.3 **Local User** means a user of the Town of Strathmore recreation facilities who resides in the Town of Strathmore.
- 1.4 **Out of Town User** means a user of the facility that does not, nor do their parent/guardian, reside in the Town of Strathmore.
- 1.5 **Non-Primetime Hours** means 8:00 a.m. to 3:00 p.m. weekdays and 12:00 a.m. to 8:00 a.m. on weekends.
- 1.6 **Non-Peak Season** shall refer to the operating season from May 1 to August 31 each year, commencing May 1, 1997.

- 1.7 **Normal Operating Hours** means hours from 6:00 a.m. to 2:00 a.m. Monday through Sunday, excluding statutory holidays.
- 1.8 **Peak Season** shall refer to the operating season from September 1 to April 30 each year.
- 1.9 **Primetime Hours** shall mean rentals between the hours of 3:00 p.m. and 12:00 a.m., weekdays and 8:00 a.m. and 12:00 a.m. weekends and statutory holidays.
- 1.10 **Special Event** means an event that does not occur on a regular ongoing basis such as hockey tournaments, figure skating schools, ringette schools, hockey schools and camps, concerts, rodeos, livestock shows, circuses, etc.

2. Responsibilities

- 2.1 Council
 - 2.1.1 To set policy for the use of the Family Centre.
- 2.2 Chief Administrative Officer
 - 2.2.1 To establish and present to Council for approval policy matter and fee structure guidelines.
 - 2.2.2 To provide forms, schedules and agreements necessary for the administration of this policy.
- 2.3 Community Services Coordinator
 - 2.3.1 To implement this policy for the Family Centre.

3. Payment of Fees

- 3.1 Method of payment.
 - 3.1.1 Payment may be made by cash, Visa, MasterCard, cheque, Interact or money order payable to the Town of Strathmore.
 - 3.1.2 It is on the onus of the user to ensure that payments are made within the time frame set by Section 3.2.
- 3.2 Time for payment
 - 3.2.1. For multiple rentals occurring over a period of 3 months or more, during the peak season, the rental fee shall be invoiced on the last day of each month and shall be due within 30 days of the date of the invoice. Interest will be applied to all overall accounts at 2.0% per month.
 - 3.2.2. For private single rentals 100% of the rental fee must be paid prior to using the facility.

4. Payment Problem

- 4.1 Failure to provide payment on time may result in loss of bookings at the sole discretion of the CAO and/or Community Services Coordinator.
- 4.2. Payment received by cheques that do not clear could, at the discretion of the, Community Services Coordinator, result in future bookings being cancelled. The original user may reclaim the time slot (if not booked by another) if a certified cheque or cash, plus any NSF cheque fees necessary are received by the Town.

5. Refunds

- 5.1 All refunds will be in the form of a cheque mailed from the Town of Strathmore Main Office, or at the discretion of the Community Services Coordinator, reschedule the ice time within a two week period.

6. Booking of Facilities

- 6.1 A special once a year event may be booked up to 2(two) years in advance. For these special events priority will be given to past bookings. An annual event can book up to 5(five) years consecutively at once.
- 6.2 Season Bookings.
 - 6.2.1. Local User Groups will block book their ice in the spring and have until September 1st of that year to verify their ice. No block booked ice can be turned back to the Town after September 1st. The User will be responsible for the payment of the booked ice.

** See Section 8.2.2. for Special Allowances.

7. Priority of Use for Family Centre

- 7.1 Time Slots
 - 7.1.1. The User of the ice the previous year gets first priority of the ice the following year as long as they book before September 1st of that year (Section 6.2), with the exception of adult teams who will rotate arenas seasonally. If for specific groups and/or time slots a decision cannot be made, the CAO and/or Community Services Coordinator will use decision making factors such as age of participants, travel arrangements of participants, usage of facility, and other factors; if all else is equal, a User Group with the most Town residents would receive priority.
- 7.2 Loss of Priority
 - 7.2.1. If after 90 days prior to a rental (for seasonal rentals) a time slot has not been rented by a group, the time slot becomes open to the next group on the priority scale.

8. Cancellation

8.1 Special Events

8.1.1 All Non-Peak Season special event bookings shall pay a non-refundable cancellation fee off at least 20% of the total rental cost at the time of booking. If the rental cost is under \$1,000.00, then the total rental cost is due at the time of booking. If the event proceeds the moneys will be applied to the rental fees. Sixty days cancellation notice must be given or the user will forfeit the cancellation fee for all or any portion of the booking.

8.1.2. All Peak Season special events shall pay a non-refundable \$250.00 cancellation fee at the time of booking. If the event proceeds the moneys will be applied to the rental fees. Sixty days cancellation notice must be given or the user will forfeit the cancellation fee for all or any portion of the booking.

8.2 Peak Season Regular Bookings

8.2.1. Cancellation made with less than 30 days' notice before a rental date will result in no charge, only if a subsequent user can be found for the time period in question.

8.2.2 A local association will have three (3) occasions where they may cancel an ice time (one booking) and not be held responsible for paying for that particular ice time.

8.3 If the Community Services Coordinator determines that the individual used the facility prior to their cancellation, the refund may be prorated (i.e. set up a function).

8.4 The CAO and/or Community Services Coordinator reserves the right to cancel bookings if:

8.4.1 A special event is booked into the facility,

8.4.2. Due to mechanical reasons,

8.4.3. Due to conditions outside the Town's control.

8.5 Refunds where the CAO and/or Community Services Coordinator cancels a booking will be reviewed on an individual basis. On the occasion where conditions make it very difficult for Users to attend their booking (i.e. roads closed due to snow storm, etc.) the CAO and/or Community Services Coordinator reserves the right to refund the User. This will be evaluated based on individual circumstances.

9. Statutory Holidays

9.1 Facilities may operate during all statutory holidays except for December 25. The Prime Rate will be applied to all Statutory Holiday rentals.

- 9.2 At the discretion of the Community Services Coordinator, if ice rentals do not exceed three (3) hours on any day, the facility will be closed and rentals rescheduled.

10. Regular Operating Hours

- 10.1 Rental of facilities outside normal operating hours will be subject to staff availability.
- 10.2 An extra fee may be charged to meet higher operating costs for rentals outside the normal operating hours.
- 10.3 Due to special circumstances and priority events, the Town may change schedules as needed. As much notice as possible will be given for any schedule change.
- 10.4 Users may be charged for additional time if the Community Services Coordinator determines that special preparation or cleaning is deemed to be necessary.

11. Rental Agreement

- 11.1 All Users shall be required to sign an Ice Rental Agreement, as per Schedule “B”, prior to use of the facility.

12. Schools

- 12.1 For schools and similar institutions, the Facility Manager will invoice the organization for fees on a monthly basis.

13. Market Incentives

- 13.1 Where the CAO and/or Community Services Coordinator deems it to be in the best interest of the Town to reduce fees, in order to promote a facility or program, a reduction of up to 50% may be given. Any discount greater than 50% must be brought to council for approval.

14. Advertising in the Facility

- 14.1 The Town will provide advertising space at the Family Centre for businesses to advertise.
- 14.2 Signage;
- 14.2.1. All signs will be 4' x 8';
- 14.2.2. A yearly fee will be charged, as per the Town of Strathmore Fee Structure Policy, Schedule “D” and will be due on the first day of January each year. Alternate sign sizes and fees shall be determined and approved by the Community Services Coordinator.

14.2.3. All signs will be pre-approved by the Community Services Coordinator or his/her designate;

14.2.4. All advertisers shall sign a Lease Agreement as per the Town of Strathmore Fee Structure Policy, Schedule "D".

14.2.5 All Leases signed shall be for a minimum of two years and a maximum of five years.

15. End of Policy

SCHEDULE "A"

Out of Town Users

An annual fee will be charged to any members of a Local Association based out of the Strathmore Family Centre. The annual fee will be charged per household.

- A1. The Out of Town User Fee shall be charged above the Rental Fees shown in the Town of Strathmore Fee Structure Policy, Schedule "D". A reduced rate will be offered for families that have less than 30 hours per season of total skating program ice time. This reduced rate is to recognize those families with only one skater in the younger programs (i.e. Half Pints and CanSkate, they might only skate one hour a week for the 28 week season).
- A2. The yearly Out of Town User Fee per household entitles the usage of the Family Centre including any Local Associations. Users are required to pay the appropriate fees associated with each activity.
- A3. All Local Associations based out of the Strathmore Family Centre must provide the Facility Manager with a team roster or list of members with current contact information no later than October 31 of each year. These statistics will be used to ensure that all Out of Town Users have paid the mandatory Out of Town User Fee.
- A4. The Facility Manager will invoice each Local Association directly for the total of the Out of Town User Fee for all Out of Town Users registered in their respective Associations no later than November 15 of each year.
- A5. Out of Town User Fees are due by December 31 of each year. Interest will be applied to all overall accounts at 2.0% per month.
- A6. The Strathmore Family Centre holds the right to refuse admission, onto the ice, to any Local Association who has not paid for their Out of Town User Fees.
- A7. The Out of Town User Fee is valid from September 1st to August 31st each year.

SCHEDULE "B"

STRATHMORE FAMILY CENTRE

RENTAL AGREEMENT

This Agreement is for the rental of the Strathmore Family Centre within The Town of Strathmore, hereafter referred to as the "Premises" for purposes of this agreement.

Unless otherwise agreed to and arranged at the time of the execution of this Agreement, no other services will be provided to the Renter.

1. The Renter must vacate the Premises by the end of the contracted rental time.
2. The Renter shall ensure the Premises remain in clean condition.
3. Any/all personal property or materials brought into or onto the Premises by the Renter, is done so at the sole risk of the Renter. The Town of Strathmore does not accept any responsibility for loss or damage to such personal property or materials.
4. The Renter hereby acknowledges, agrees, and covenants to release and HOLD HARMLESS and INDEMNIFY The Town of Strathmore, its Officers, Directors, Employees and Contractors, both jointly and severally, from and against any and all suits, actions, damages, claims or costs including lawyer fees which arise from or relate to the use of the Premises by the Renter and by those persons attending the Premises at the invitation or with the consent, express or implied, of the Renter.
5. The Renter shall provide evidence of valid insurance in advance of the rental date, unless this requirement is expressly waived in writing by The Town of Strathmore. Insurance requirements are as follows:
 - a) Commercial General Liability or Special Event Liability, in a form acceptable to the Town of Strathmore, with a minimum of Two Million Dollars (\$2,000,000) limit per occurrence for Third Party Bodily Injury (including sickness and/or death); Property Damage, Personal Injury and Advertising Injury;
 - b) Cross Liability endorsement such that each Insured(s) is protected as if separate policies had been issued to each;
 - c) Liability insurance must not contain a "Participant's" exclusion;
 - d) The Town of Strathmore must be indicated as an Additional Insured with respect to liability arising out of the operations of the Insured;
 - e) The Insured, or authorized representative thereof, shall endeavor to provide 30 days written notice to the Town of Strathmore in event of insurance cancellation, or a material change in coverage.

The Renter shall evidence the above requirements on a satisfactory Certificate of Insurance issued to The Town of Strathmore which specifically cites the rental event name/date.

6. The Renter is responsible for the conduct of all participants who are at, or within the Premises at all times.

The Renter will bear full responsibility for all costs incurred by the Town of Strathmore to repair any/all damage to the Premises and/or equipment therein.
7. Refunds for cancellation will be at the sole discretion of the Town of Strathmore Arena Operations.
8. The Renter(s) of the Premises agree to the following payment provisions:
 - a) Renters making a one-time only casual booking must pay the booking fee, in full, at least 72 hours prior to the activity. Failure to do so will allow the Town of Strathmore Arena Operations to book the space to another party. Notice of cancellation must be received at least 7 days in advance; otherwise the Renter will be charged for and shall pay for the time slot not used;
 - b) Renters making regular monthly bookings will pay the booking fee on the last day of each month, failing which the space may be released; and
 - c) Renters making regular monthly bookings who wish to make a cancellation must give the Town of Strathmore Arena Operations at least 30 days advance notice; otherwise the Renter will be charged for and shall pay for the time slot not used.
9. Alcoholic beverages may only be consumed in the licensed designated lounge area located upstairs at the Premises. Consumption of alcoholic beverages in any other area of the Premises is strictly prohibited and may be considered a violation of the Liquor License Control Act of Alberta. If found to be in violation, user privileges will be denied and appropriate legal action may be taken.
10. The Renter acknowledges and agrees that the Premises are smoke-free environments and are regulated by the Province of Alberta's Smoke-Free Places (Tobacco Reduction) Amendment Act of 2007. Any infraction will result in a suspension or forfeit of user privileges within the Premises.
11. The Town of Strathmore Arena Operations may cancel this Rental Agreement at any time if:
 - a) In the sole opinion of the Town of Strathmore Arena Operations, the conduct of those using the facilities is not appropriate for the use of the Premises; or,
 - b) If a special local event requires the same time as the Renter; and in the opinion of the Town of Strathmore Arena Operations, has priority.
12. Renters using dressing rooms on the Premises shall ensure that they be clear of people and equipment no later than one half-hour (30 minutes) after leaving the dry pad or ice surface.
13. Goods & Services Tax (GST) is included within the fee structure.

14. In consideration of being permitted the use of the Premises, the Renter:
- a) Acknowledges, agrees and represents that they understand that the nature of the activities that they will undertake involves risks and dangers of serious bodily injury, including (but not limited to) permanent disability, paralysis and death (“Risks”). These Risks and dangers may be caused by their own actions, or inactions, the actions, or in actions of others participating in the activity or the circumstances in which the activity takes place. There may be other Risks and social and economic losses either not known to them or readily foreseeable at this time. They fully accept and assume all such risks and all responsibility for losses, costs and damages incurred as a result of their participation in the activity;
 - b) Hereby releases, discharges and covenants not to sue the Town of Strathmore, its directors, agents, officers, members, volunteers, employees or contractors (the “Releasees”) from all liability claims, demands, losses or damages on their account caused or alleged to be caused in whole or in part by the negligence of the Releasees; and they further agree that if despite this release and waiver of liability, assumption of risk and indemnity agreement they, anyone on their behalf or individually, makes a claim against the Releasees, they will indemnify, save, and hold harmless from any litigation expenses, legal fees, loss, liability, damages or costs which we may incur as the result of such claim, so long as the claim is relevant to the rental period;
 - c) Will ensure that all participants wear all recommended and, where appropriate, certified safety equipment at all times and obey all regulations, rules or general sports guidelines for respectable and safe behavior;
 - d) Agrees to comply with the stated and customary terms and conditions for participation in all activities undertaken during the rental period. If, however, a significant hazard is observed during the rental period, all activity shall cease and such hazard shall be brought to the attention of the nearest official immediately;
 - e) Agrees that any changes or exceptions to the terms and conditions detailed will only be deemed agreed and authorized when issued in writing and signed by a duly authorized official of the Town of Strathmore;
 - f) Acknowledges to have read this Agreement in its entirety and fully understands its terms, understanding that they have given up substantial rights by signing it and have signed it freely, which shall remain in effect throughout the entire duration of time that the undersigned rents the Premises from the Town of Strathmore. The Renter further agrees that if any portion of this Agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

The Town of Strathmore Arena Operations reserves the right to evict, cause to be removed and refuse further bookings or admissions to persons or groups misbehaving,

causing a nuisance, causing willful damage or otherwise in breach of the above terms of rental.

The signatures below confirm agreement with the terms and content of this Agreement.
Failure to comply with this Agreement or general regulations will result in cancellation.

Renter's Name/Organization (Printed): _____

Renter's Address: _____

Phone Number: _____ Email Address: _____

Renter's Signature

Date Signed

Town of Strathmore Facility Manager Signature

Date Signed

**ALL RENTERS ARE ENCOURAGED TO ACQUIRE THEIR OWN LIABILITY & PROPERTY INSURANCE.
PLEASE CONSULT AN INSURANCE BROKER TO MAKE ARRANGEMENTS IF NECESSARY.**

The personal information on this form is collected under the authority of Section 33 of the Freedom of Information and Protection of Privacy Act and is used solely for the purpose of facilitating access to recreational facilities and programs, or facility rental within the Town of Strathmore. Questions regarding collection of this information can be directed to Arena Operations at 160 Brent Blvd., Strathmore, AB T1P 1E9 or call 403-934-4772 ex. 2.

SCHEDULE "C"

FAMILY CENTRE ADVERTISING SIGN AGREEMENT

THIS AGREEMENT DATED THIS _____ OF _____, 20_____.

BETWEEN:

**THE TOWN OF STRATHMORE
680 WESTCHESTER ROAD
STRATHMORE, ALBERTA
T1P 1J1
(hereinafter referred to as the "Town")**

- and -

(hereinafter referred to as the "Lessee")

NOW THEREFORE, in consideration of promises hereinafter contained, the parties agree with each other as follows:

THE TOWN AGREES:

1. To lease space in the Strathmore Family Centre, _____ (Blue or Gold) Arena, for Advertising Signage for a term of _____ years. (All leases to be a minimum of two years and a maximum of five years.)
2. To install the sign and maintain it in good condition for the duration of the Agreement.
3. To give to the Lessee one month's written notice should the Town determine that the sign be removed for any reason.

THE LESSEE AGREES:

1. To provide to the Town a _____ (size) advertising sign. This sign to be approved by the CAO or his/her designate prior to installation.
2. To pay to the Town _____ for the first year the sign is at the Family Centre. This cost will include installation of the sign.
3. To pay to the Town _____ on January 1st of each subsequent year that the sign remains at the Family Centre.

4. To give to the Town one month's written notice that the sign is to be removed from the Family Centre. Removal to be done by Family Centre Staff.

IN WITNESS WHEREOF THE TOWN OF STRATHMORE AND _____
HAVE CAUSED THESE PRESENTS TO BE EXECUTED ON THE DAY AND YEAR FIRST
ABOVE MENTIONED.

TOWN OF STRATHMORE

LESSEE

(Print Name)