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| <b>POLICY NO:</b>     | <b>AD 0002</b>              |  |
| <b>POLICY TITLE:</b>  | <b>Village Property Use</b> |   |
| <b>APPROVAL DATE:</b> | March 6, 2017 (#044-17)     |   |
| <b>REVISION DATE:</b> |                             |   |
| <b>DEPARTMENT:</b>    | ADMINISTRATION              |   |

**Policy Statement:**

The Village of Kitscoty is the owner of property and facilities that may be made available for use by community organizations, citizens and the public for meetings, events and activities. The Village of Kitscoty may choose to support Community Organizations and activities by providing reduced rental rates or waiving rental rates in certain circumstances. The Public may also have the opportunity to rent Village property and/or facilities.

**Purpose:**

To ensure clearly defined guidelines, regulations and rules are set to govern use and rental of Village Property and Facilities that are designated for public use.

The Village's goals for implementing these guidelines, regulations and rules are to:


- Provide consistent administration of the use and rental of Village Property and Facilities.
- Ensure facilities can be maintained in an acceptable manner, meeting the needs of the users.

The Policy will:

- Outline procedures for rental requests;
- Outline eligible users;
- Establish types of eligible activities permitted in/on Village Property and Facilities;
- Establish consistent rental costs and deposit rates for Village Property and Facilities;
- Establish rental rules.

**Definitions:**


1. Citizen: any person or individual who resides within the Village of Kitscoty.
2. Community Organization: any organization that operates within the Village of Kitscoty.
3. Guaranteed Reservation: when the deposit (if required) and the rental fee is paid, in full, in advance of the rental date.
4. Public: any person or individual who does not reside in the Village of Kitscoty or any community organization that does not operate within the Village of Kitscoty.
5. Refundable Deposit: a deposit that is required to book the property and/or facility and is refundable only upon inspection of the property and/or facility to ensure adequate clean-up and no damage to the property/facility has occurred.
6. Rental Fee: the sum required to rent the Village Property and/or Facility.
7. Rental Request: is a written or verbal request to use or rent Village Property and Facility(ies).
8. Renting Party: the organization or individual reserving the Village Property and Facility(ies).
9. Village Property/ Village Facility(ies): includes property or facilities that are either owned or controlled by the Village of Kitscoty which includes, but is not limited to, the following:
  - a. Kitscoty Village Office #1 located at 5011 - 50<sup>th</sup> Street (not for public use);
  - b. Kitscoty Village Council Chambers located at 5015 - 50<sup>th</sup> Street (former Masonic Lodge);
  - c. Kitscoty & District Regional Park Campground (camping is not subject to this policy);
  - d. Kitscoty & District Regional Park Concession Building located at 4939 - 48<sup>th</sup> Avenue;
  - e. Kitscoty Fire Hall located at 4939 – 48<sup>th</sup> Avenue (not intended for public use);
  - f. All parks, green spaces and walking trails, including but not limited to, Centennial Park and Heritage Park;
  - g. Magnetic Community Billboards;

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h. Any other site deemed to be owned or controlled by the Village of Kitscoty.

**Policy:**

1. The Village of Kitscoty will have priority use of Village Property and Facilities at all times.
2. All Community Organizations and Citizens may request to use the Village Property and Facilities for community activities or private events.
3. The Public may request to use Village Property and Facilities for activities or personal / private uses.
4. Rental Requests will be submitted to the Village of Kitscoty Administration in either written or verbal form and will contain the following information:
  - a. Name of Person and/or Organization;
  - b. Contact Information;
  - c. Property and/or Facility requested;
  - d. Date and Time of proposed rental;
  - e. Purpose for rental.
5. Rentals will be guaranteed only upon:
  - a. Verification the property and/or facility is not in use by the Village of Kitscoty;
  - b. Verification the property and/or facility does not have a guaranteed reservation;
  - c. Completion of the Village of Kitscoty Property and Facility Rental Agreement (Appendix A);
  - d. Receipt of the Rental Fee and the Refundable Deposit (if required).
6. Rental Fees will be set in the ***Fees and Charges Schedule for the Village of Kitscoty*** and will be reviewed as deemed necessary by Village Administration.
7. Eligible activities or events may include, but are not limited to:
  - a. Ball Tournaments;
  - b. Classes and/or courses;
  - c. Golf Tournaments;
  - d. Meetings;
  - e. Organization special events;
  - f. Private events such as family reunions, class reunions, weddings.
8. Administration has the authority to determine if a proposed event or activity is suitable for the requested property or facility.
9. A Certificate of Insurance or Special Event Insurance listing all planned activities, naming the Village as an additional insured, with a minimum coverage in the amount of two (2) million dollars (\$2,000,000) must be presented to Village Administration in advance of the event.
10. Alcohol is prohibited unless a liquor license is obtained by the Renting Party, which must be presented to Village Administration in advance of the event.

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11. The representative of the renting party requesting the use of the Village property is responsible for the conduct of all persons attending their event.
12. Village Staff will inspect the property/facility not more than five (5) days after the date of the rental.
13. Misconduct or damage to the property may result in additional charges, loss of deposit and/or loss of rental privileges.
14. All damage must be reported to the Village of Kitscoty Administration immediately.
15. Upon satisfactory inspection of the property/facility by Village Staff, damage deposits will be refunded within thirty (30) days from the date of the rental.

**Supersedes:** This policy supersedes and replaces all previously passed policies that refer to Village Property Use, as well as any previously passed motions that may be in conflict with this policy.

**Policy Review:** Within five (5) years from date adopted / amended / reviewed.

**Implementation:**

1. Policy will be approved by Council.
2. Policy will be provided to all employees for their review to be crossed referenced with Standard Operating Procedure SOP-AD 0002.
3. Policy will be provided to all Lessees of Village Property and/or Facilities.
4. Administration will post the Village Property Use Policy on the Village website.

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**APPENDIX A**  
**PROPERTY AND FACILITY RENTAL AGREEMENT**

Property/Facility: \_\_\_\_\_  
Area: \_\_\_\_\_  
Rental Party (Lessee): \_\_\_\_\_  
Application Date: \_\_\_\_\_ \*Person in charge of event: \_\_\_\_\_  
Telephone (Daytime): \_\_\_\_\_ Email Address: \_\_\_\_\_  
Mailing/Billing Address: \_\_\_\_\_  
Type of Function: \_\_\_\_\_ No. of people expected: \_\_\_\_\_  
Date of Function: From: \_\_\_\_\_ To: \_\_\_\_\_ Time of Function: From: \_\_\_\_\_ To: \_\_\_\_\_  
Is alcohol being served at the function? Yes \_\_\_\_\_ No \_\_\_\_\_ N/A \_\_\_\_\_

|                          |  |
|--------------------------|--|
| <b><u>RENTAL:</u></b>    | <b><u>DEPOSITS:</u></b>                          |
| <b>Rental Fee:</b> _____ | <b>Damage Deposit (if applicable):</b> _____     |
| <b>GST:</b> _____        | <b>Receipt #:</b> _____                          |
| <b>Total:</b> _____      | <b>Key/Letter Deposit (if applicable):</b> _____ |
| <b>Receipt #:</b> _____  | <b>Receipt #:</b> _____                          |

*Note: Entire Rental Fee and Deposits (if required) plus GST must be paid in full before the booking will be confirmed.*


The Renter (Lessee) agrees to the following conditions:

1. The Lessee must provide the Village with a certificate of insurance or special event insurance listing all planned activities, naming the Village as an additional insured, with minimum coverage in the amount of two (2) million (\$2,000,000) dollars.
2. Lessee must pay the cost of all damages deemed to be as a result of their function at the facility or use of property including loss of lessors' property due to theft.
3. Lessee is responsible for all who enter the facility during the rental.
4. Lessee is responsible for providing security during the function.
5. The Lessor is not responsible for any theft or damage to the Lessee's property in the facility.
6. If any alterations or special services are required, they must be arranged through the Chief Administrative Officer at the Lessee's expense.
7. The facility is not to be used for dormitory purposes.
8. The Lessee must clean up following the function. Please leave the facility in the condition that you would expect to find it when you arrive for a rental. Costs for extra cleaning after a rental may be charged to the Lessee at the rate as for staff set in the Fees and Charges Schedule for the Village of Kitscoty.
9. The Lessee must pick up and sign for the key/letters at the Village Office during regular office hours. A key/letter deposit may be required prior to release of the key/letters and will be refunded upon return of the key/letters to the Village Office.
10. A damage deposit may be required to secure the booking. The deposit will be returned following the rental, upon satisfactory inspection of the premises, at the earliest time possible. Any damages and costs for replacing lost keys/letters will be deducted from the key/letter deposit amount(s).
11. All booking cancellations require 7 days advance notice. If less than 7 days' notice is given the Lessee may be charged for the rental.

I, the undersigned, as the "person in charge of the event" have read, fully understand and agree to comply with all of the above. Any questions that I may have regarding my booking have been explained to my satisfaction. Furthermore, I agree to take full responsibility for the group I am representing, according to these regulations and guidelines.

\_\_\_\_\_  
\* Signature of Person in Charge, as listed above

\_\_\_\_\_  
Signature of Village of Kitscoty Representative

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| For Office Use Only:       | Date Rec'd | Initial |
|----------------------------|------------|---------|
| Liability Insurance        |            |         |
| Liquor Liability Insurance |            |         |
| Liquor License             |            |         |

The following must be completed when alcohol is being served during the rental. **Proof of liquor liability insurance and copy of the liquor license must be provided and attached to this form.**

Date(s) of Event: \_\_\_\_\_

Hours of liquor service: From: \_\_\_\_\_ am/pm to: \_\_\_\_\_ am/pm

Number of guests attending the event: \_\_\_\_\_

Service location (the **exact location** must be defined): \_\_\_\_\_

\_\_\_\_\_  
 Please describe how adequate supervision will be provided during the event in order to prevent over consumption and service to minors:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Name of insurance broker where liquor liability insurance was purchased: \_\_\_\_\_

**Condition of Liquor Service:**

1. Proof of two (2) million dollars (\$2,000,000) of liquor liability insurance coverage must be provided when alcohol is being served at the function.
2. A copy of the liquor license must be provided.
3. Alcohol may be consumed *only* in the area defined in the "Service location".
4. The Kitscoty R.C.M.P. detachment must be made aware that liquor is being served at an event.
5. Violations of this policy shall result in immediate suspension of booking privileges. Reinstatement of booking privileges shall be reviewed by the Council of the Village of Kitscoty.

I, the undersigned, as the "person in charge of the event" have read, fully understand and agree to comply with all of the above. Any questions that I may have regarding the booking have been explained to my satisfaction. Furthermore, I agree to take full responsibility for the group that I am representing, according to these regulations and guidelines.

\_\_\_\_\_  
 \* Signature of Person in Charge, as listed on page 1 of 2

\_\_\_\_\_  
 Signature of Village of Kitscoty Representative