



RENTAL PERMIT TERMS AND CONDITIONS (General)

The Conditions listed below apply to the use of the Facility for which the Rental Permit ('the Permit') is granted.

These Terms and Conditions are in addition to the Town of Canmore ('the Town') Bylaws and "Facility Specific" Rental Permit Terms and Conditions that govern appropriate activities and behaviour in Town parks, athletic grounds, recreational areas and facilities. All persons renting and/or using Town Facilities must abide by these Bylaws and "Facility Specific" Rental Permit Terms and Conditions. It is the sole responsibility of all persons using Town Facilities to familiarize themselves with these Bylaws. If requested by any person, copies of these Bylaws will be made available by the Town. In addition to these Bylaws and "Facility Specific" Rental Permit Terms and Conditions, the following "general" Terms and Conditions will apply. In these conditions, the Permit Holder is referred to, jointly and severally, as 'the Renter'.

1. **Payment, Cancellations and Amendments:** Payment must be received on, or prior to, the due date indicated on the Permit. A late Payment Fee of \$25.00 will be charged to the Renter for any payments received after the payment due date. An administrative fee of \$5.00 will be charged to the Renter for any cancellations or amendments made by the Renter once the Permit has been issued. Any cancellations of or changes to the Permit must be received and approved by the Recreation Services Supervisor or Aquatics Supervisor of the Town and must be so received;

For all facilities except the Arena: a minimum of 7 days in advance of the rental date, and

For the Arena: a minimum of 14 days in advance of the rental date.

Failure to observe these deadlines will result in the Renter being charged the full cost of the rental plus any additional fees. In the case of non-payment, the rental will be cancelled.

2. **Credits or Refunds:** The Town has the right to cancel the Permit in advance of the rental date, without recourse from or liability to the Renter and those claiming under or by virtue of the Renter, should the Town, in its sole discretion, determine that circumstances so require. If the Town cancels the Permit for this reason, a refund of the Permit fee will be provided to the Renter, if an alternate date(s) cannot be mutually arranged. If the cancellation is due to inclement weather, the Town may, in its sole discretion, provide a refund of the Permit Fee, or an alternative date or dates if advisable.

3. **Renter's Liability:**

The Renter hereby agrees that, in consideration of the Town granting the Permit, that the Renter will:

- a) Be solely responsible for the conduct and the actions of all of those persons who are in the Town Facility and are, or may be reasonably described as, as guests, invitees, licensees or contractors of the Renter during the time of rental; and
- b) Pay for the total cost of any damage caused to the Facility by the conduct or actions of all of those persons who are in the Town Facility and are, or may be reasonably described as, guests, invitees, licensees or contractors of the Renter during the time of rental; and
- c) Take all steps necessary to ensure that no persons, other than those described in (a) and (b) above, attend or remain in or utilize the Town Facility during the time of rental; and
- d) Fully and totally indemnify and save harmless the Town, its servants agents and employees, from and against all actions, causes of action, suits demands, payments, judgments, administrative actions, penalties or costs, including but not limited to solicitor client fees and charges incurred by the Town.

The Town may, without notice or recourse from the Renter and those claiming under or by virtue of the Renter, cancel the Permit if, in the sole opinion of the Town, the conduct of those using the Town Facility is not satisfactory.

4. **Insurance:** If required by the Town, the Renter must, prior to the rental date, provide the Town with proper proof that the Renter has obtained insurance for the rental date against public liability, on terms and in an amount acceptable to the Town (minimum \$2 million, no participants exclusion). Such insurance must include the Town as co-insured.

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5. **Ticket Sales, Liquor Events, Gambling, Smoking:** The Town is not responsible for any ticket sales for any rental date. No gambling or gaming will be permitted in a Town Facility at any time. Liquor may only be consumed when the Renter has obtained proper Permits to do so, and must be consumed and served strictly in accordance therewith. Smoking is not permitted in any Town Facility.
6. **Assignment:** The Renter may not assign the Permit.
7. **Discrepancy of Information:** In the event of a discrepancy between information on the Permit and the Town's schedule, the Town's schedule will prevail.
8. **Damage / Key Deposit:** This deposit will be used by the Town to defray any damage or expenses incurred by the Town as a result of the use of the Town Facilities under the Permit. This sum does not equate to the maximum liability of the Renter to the Town in the event of such damage or expense, and provide the Town has no claims arising against the Renter as a result of the use of the Town Facilities under the Permit, this sum will be returned in full to the Renter by the Town upon inspection of the Facility.
9. **Personal Information** collected in the process of issuing the Permit is obtained under the authority of Clause 33 (c) of the Freedom of Information and Protection of Privacy Act and relates to and is necessary for an operating program or activity of this public body. Further, this information may be used for marketing purposes specifically related to programs or services delivered directly by the Town of Canmore Recreation and Facility Services and will not be sold or shared with any individual or organization, except with the consent of the individual or organization as required by law. If you have questions about the collection and use of this information, please contact the Recreation Services Supervisor (403) 678 0808 ext. 335.



RENTAL PERMIT TERMS AND CONDITIONS (Stan Rogers Stage)

In addition to the RENTAL PERMIT TERMS AND CONDITIONS (General) listed above and any applicable Town of Canmore Bylaws, the following RENTAL PERMIT TERMS AND CONDITIONS (Stan Rogers Stage) apply to the use of the specific Facility for which the Rental Permit ('the Permit') is granted:

1. **Rental Season** will be effective year round contingent upon park and stage conditions as determined by the Town of Canmore Parks and Facilities Departments.
2. **Facility Information:** The Stan Rogers Stage is located in Centennial Park in central Canmore. It is an enclosed post and beam structure with 2 large swinging Stage doors. Full electrical service for sound and lighting is available.
3. **Access:** Rental groups do not have exclusive access to the park, which surrounds the Stage for which the Permit is issued. Public walkways remain open and should not be blocked or diverted. The permit ensures that no other rental group will be using the stage or park for the times indicated on the Permit. Motorized vehicles are not permitted except in designated areas (roads, parking lots).
4. **Behaviour:** The Renter and those represented by the Renter are required to leave the Stage and park on time and in a condition that is acceptable to the Town of Canmore Parks Department. Rental groups using the facility must ensure that performances wrap up prior to 11:00pm (Refer to section 4.1 of Bylaw 27 – 97). The Renter must ensure that the area is free of debris and garbage. The Town of Canmore will not be responsible for lost, stolen or damaged articles. Any changes to the facility must be reported to the Recreation Services Supervisor as soon as possible.
5. **Walkthrough:** For all functions, an orientation walkthrough with the Recreation Services Supervisor prior to the event will be required at which time a key will be issued (key deposit required). A post-event walkthrough may be arranged if deemed necessary.
6. **Additional Services:** The Town of Canmore does not rent or supply chairs, tables, BBQs or other equipment. However, there are several local suppliers of such equipment.
7. **Liquor** may only be consumed when the Renter has obtained proper liquor permits to do so, and must be consumed and served strictly in accordance therewith.

Failure to abide by the RENTAL TERMS AND CONDITIONS (General), RENTAL TERMS AND CONDITIONS (Stan Rogers Stage), Conditions of Use as outlined on the Permit and any applicable Bylaws may result in the cancellation of the rental or the forfeit of the Damage Deposit.

Recreation Services Supervisor: ph (403) 678 0808 ext. 335, f (403) 678 6661, mroycroft@canmore.ca