



Village of Stirling

AR13 - 23



Section:	Administration	Subject:	Community Centre Use Policy
Approval Date:	February 1, 2023		

Village of Stirling Community Centre Use Policy

Policy Statement:

The Village of Stirling has provided a policy to guide the use, care and maintenance of the Village of Stirling Community Centre. This will direct the use of the Community Centre by Service Groups, as well as those parties who choose to rent the facility.

Definitions:

Administration – Means the Administration Office of the Village of Stirling.

Booking – Means any room of the Community Centre which is booked by either a *Department, Private Party, or Service Group*.

Department – Means a department belonging to the Village of Stirling or Council as a collective body performing the business of the Village.

Private Party – Means any person, company, organization or other entity, which is not a *Department or Service Group*.

Service Group – Means the Stirling Seniors Society and Stirling Lions Club.

Process

1. All bookings for the Main Hall, Seniors Room, or Council Chambers shall be done by contacting Administration.
2. Any Private Party booking any of these rooms shall be subject to rental fees and damage deposit, as prescribed in the annual Fees, Rates and Charges Bylaw. (Note any service group member, or department booking any room for private functions is also subject to the fees and damage deposits as prescribed.)
3. The Kitchen forms part of the main hall booking and may not be booked separate of a booking for the Main Hall. (Service groups booking the Seniors Room may use the Kitchen so long as it does not interfere with a Main Hall booking.)



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4. Council Chambers may only be booked on days which Council does not fall.
5. The Seniors room may only be booked on days on which the service group does not have the room already booked.
6. In the event of a booking conflict of the Main Hall between a Private Party and a department or service group, the Private Party will have precedence in the booking.
7. Any damage done to any of the rooms by any party using them will have the cost of such damage forwarded to them as an account payable. In the case of a Private Party, the damage deposit will not be returned until such time as the cost to repair the damage is deducted from the amount to repair the damage.
8. If damages exceed the cost of the damage deposit, an accounts payable invoice will be sent to the organizer for the outstanding amount.
 - a. Refusal to pay damages will prevent future rentals of the Community Centre to that individual or organization.
9. Security Deposits will be taken in the form of cash or cheque, or credit card number, which will be returned or destroyed upon confirmation of no damage occurring.
10. Keys for the main hall, or any of the other rooms must be picked up no later than 4:00 p.m. the day prior to the event. For event's occurring on a Weekend or holiday Monday, keys must be picked up prior to 4:00 p.m. of the Friday before the event.
 - a. Failure to pick up keys does not constitute grounds for a refund of the rental time.
11. Any Private Party booking any room within the Community Centre shall be required to complete the Rental Agreement forms, which are Schedule A of this Policy.
 - a. Items left behind by attendees of a Private Party rental will be disposed of and items of value, examples of which would be electronic devices, or wallets will be turned over the local Police Detachment as lost property.



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12. The Village will ensure the Community Centre Kitchen receives the annual Public Health Certification.
- a. Any party renting or using any of the rooms available in the Community Centre shall be responsible for any other licensing they may require, an example would be a special event liquor license.

Council Motion: # 2023-042



Mayor – Trevor Lewington



CAO – Scott Donselaar

VILLAGE OF STIRLING COMMUNITY CENTRE RENTAL AGREEMENT

THIS AGREEMENT MADE THIS _____ DAY OF _____, 20____ BETWEEN:

THE VILLAGE OF STIRLING

&

(Facility User)

(Address – Where you want the Damage Deposit returned to)

PHONE: (home) _____ (work) _____ (cell) _____

EMAIL: _____

BOOKING DATE: _____

Pick up keys by **4:00PM at the Village Office** on the nearest open business day prior to your booking

THE VILLAGE OF STIRLING SHALL:

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

THE FACILITY USER SHALL:

1. **Pay the full deposit** to the Village of Stirling before the Agreement is valid;
2. **Pay any outstanding amounts fourteen (14) days prior** to the booking date or the **booking may be voided**;
3. Use the facilities and services **only for the purposes of the event**;
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);
6. **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.
7. If requested by the Village of Stirling, require its participants, entrants, or their invitees to sign releases in a form satisfactory to the Village of Stirling, in its sole discretion.
8. **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 **required to pay** for any additional clean-up time, costs, or repairs if applicable and exceeds the damage deposit amount.

CARETAKER NUMBER – 403-330-9051 (ANGEL)

PLEASE INITIAL ()

This personal information is being collected under the authority of the Village of Stirling for the renting of Village-owned facilities. It is protected by the privacy provisions of the Freedom of Information and Protection of Privacy Act. For more information, contact the Village of Stirling at 403-756-3379.

VILLAGE OF STIRLING COMMUNITY CENTRE RENTAL AGREEMENT

ADDITIONAL TERMS:

1. **If any term of this Agreement is breached, the Village of Stirling 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 Village of Stirling has the right to cancel this Agreement** at any time whatsoever if, in the opinion of the Village of Stirling, the performance or continued performance of this Agreement would or could result in damage to the real or personal property of the Village of Stirling or if to allow such performance or continued performance of this Agreement would otherwise be dangerous or unsafe.
3. **The Village of Stirling 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 Village of Stirling 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 Village of Stirling shall be relieved from the fulfillment of such obligations and **the user shall not be entitled to any compensation** whatsoever.
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 Village 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 Village of Stirling with respect to the facilities or services except as are expressly set forth herein.
7. Damage Deposit will be refunded after the condition report has been received by the Office.
8. **The deposit may be applied to any charges, expenses, damages, indemnities, or taxes** properly due and payable to the Village of Stirling hereunder.
9. **Any foodstuff or other goods left in the Centre will be disposed of after 48 hours.**
10. **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. Total deposit may be forfeited if there is a valid noise complaint received by the Village of Stirling.
11. User groups are **responsible for providing their own catering**. Supplies can be stored in the Centre subject to the availability of space.
12. The Village will provide a sufficient supply of tea towels, dishwasher soap, detergent, and trash bags.

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COST SUMMARY

The Village of Stirling 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:

a) Main Hall - includes kitchen (Hourly) -----	\$ <u>60.00</u>	g) Seniors Room -----	\$ <u>40.00</u>
b) Main Hall - 4 hours -----	\$ <u>120.00</u>	h) Meeting Room -----	\$ <u>25.00</u>
c) Main Hall - 8 hours -----	\$ <u>190.00</u>	* Security Deposit -----	\$ <u>150.00</u>
d) Wedding/Reunion (18 hours 8am - 2am)	\$ <u>350.00</u>	<i>in the form of cash or credit card</i>	
e) 2 Days (31 hours Fri 5pm - Sun 12pm)	\$ <u>475.00</u>	<i>pre-authorization.</i>	
f) 3 Days (42 hours Fri 8am - Sun 8pm)	\$ <u>600.00</u>		

SUBTOTAL CHARGES _____	\$ _____
SECURITY DEPOSIT _____	\$ <u>150.00</u>
TOTAL CHARGES _____	\$ _____
LESS PAID _____	\$ _____
BALANCE OWING _____	\$ _____

THE BOOKING DATE SHALL BE _____, 20____, FROM _____ AM/PM
TO _____, 20____, TO _____ AM/PM

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 Village of Stirling 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, its employees, agents, servants, and invitees. The user agrees to indemnify and hold harmless the Village of Stirling, 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 Village of Stirling 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 Village of Stirling, its employees, agents, servants, and invitees arising out of activities to collect or attempt to collect any monies properly due to the Village of Stirling pursuant to the Agreement. By signing below, I understand and agree to these and all other terms found within the Rental Agreement.

Facility User

Witness

Village of Stirling

Date

*****DO NOT USE DUCT TAPE, NAILS, SCREWS, ETC. ON WALLS OR FLOOR*****
*****PLEASE DO NOT DRAG TABLES AND CHAIRS WHEN MOVING THEM*****

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VILLAGE OF STIRLING COMMUNITY CENTRE RENTAL AGREEMENT

SCHEDULE A – CHECK LIST BEFORE LEAVING

(Please return the list with your key)

In order to have your damage deposit returned, the following things must be done before you leave:

THINGS TO DO (please check)

Clean and wipe off all tables and chairs

- Clean and put away all dishes, cutlery, etc. that were used
- Clean all counters and sinks in kitchen and bathrooms
- Clean fronts of appliances in kitchen, and clean stove tops
- Sweep and mop all floors
- Remove any decorations, food, or other personal items from the building (anything left and not claimed will be disposed of after 48 hours)
- Make sure dishwasher is empty
- Empty all garbage receptacles and place bags in garbage bins outside (north side of the building)
- Make sure all lights are off and all doors are locked
- Drop off keys at Village Office or in the Office overnight Drop Box

I have completed all of the above items in order to have my damage deposit returned. If upon inspection, these things have not been completed, I understand that I may not have my full damage deposit refunded, as mentioned in the signed rental agreement.

Facility User

Date

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