

**NAME:** Arena Off Season Rental Policy **Section:** 100 **No:** 513

COUNCIL MOTION NUMBER: 197 2306 26 UPDATED: June, 2023

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# 1. PURPOSE

1. To establish general guidelines for the rental and operation of the North County Recreation Complex in the off season.

2. To ensure consistency, convenience and safety among event organisers, volunteers, patrons, residents of Picture Butte and the Town of Picture Butte.

## 2. DEFINITIONS

- 1. Arena means the North County Recreation Complex
- 2. Event Organiser means the individual that is identified as the Event Organiser on the Arena Off-Season Application form.
- 3. Town means the Town of Picture Butte

## 3. POLICY

#### 1. APPLICATIONS

1. An Event Organiser must complete and submit an Arena Off-Season booking form a minimum of 45 days prior to the event.

#### 2. APPLICATION PROCESS

- 1. Step One: Application Submission and 50% deposit payment
  - Completed applications, including a deposit payment equal to 50% of the booking amount, must be submitted to the Town at least 45 days prior to the day of the event.
- 2. Step Two: Town of Picture Butte Interdepartmental review
  - Town staff will review the application for completeness and communicate with the Event Organiser if additional information is required.
- 3. Step Three: Required Documentation deadline
  - Any required documentation is to be submitted at least 30 days prior to the event date.
  - Incomplete applications and applications that do not submit all of the required documentation 30 days prior to the day of the event will not be processed and the booking will be denied.
- 4. Step Four: Approval, Final Payment and Agreement
  - Town staff will give the Event Organiser notification of approval within 5 business days of receiving a completed application form including required documentation.
  - The remaining 50% booking payment is required upon receiving approval from the Town.
  - The Event Organiser will have to sign an agreement stating that they will adhere to this policy and the terms and conditions of the booking at time of receiving final approval from the Town.
- 5. Step Five: Security Deposit, Keys, Security Code and Walk Through



- Prior to the beginning of the event Town staff will assign a security code and issues keys to the event organizer.
- Town staff will conduct a walk though of the facility with the Event Organiser prior to the event.
- A security deposit or credit card authorization will occur at this time.

#### 3. APPLICATION REQUIREMENTS

1. It is the responsibility of the Event Organiser to provide the Town with copies of insurance coverage and permits/licences as required and legislated by governing bodies including, but not limited to, the Town of Picture Butte, Alberta Health Services (AHS), Alberta Gaming and Liquor Commission (AGLC), and the Provincial Government.

#### 2. General Liability Insurance

All private or public events at the arena require general liability insurance of not less than two million dollars (\$2,000,000) with the Town of Picture Butte named as an additional insured. The insurance coverage must be maintained for the duration of the event, including setup and takedown dates. The Event Organiser is required to provide the Town with a certificate of insurance providing proof of the coverage at least 30 days prior to the rental date with the completed application.

#### 3. Liquor Licences

All events involving alcohol require an approved licence from AGLC. Event Organisers wishing to serve or sell alcohol at an event will need to adhere to AGLC regulations. Liquor licences need to be provided to the Town at least one working day prior to the event.

#### 4. Business Licences

Anyone carrying out business within the Town requires a business licence. The Event Organiser is required to submit a copy of the approved business licence along with a complete list of vendors and/or businesses participating in their event to the Town no later than 30 days prior to the rental date. Only venders and/or businesses who hold a valid business licence will be permitted to operate within Town limits.

# 5. Food Services

Food and beverages can be sold or provided at events held in the arena. If food and beverages are being sold or provided the Event Organiser must meet AGLC and AHS requirements and provide the Town with a list of vendors serving food and/or beverages at the event. All food trucks and caterers operating within the Town require a Town of Picture Butte business licence and AHS Food handling permit.

#### 6. Animals

If any organic matter is required for animals a plastic covering is required on the concrete surface. The plastic covering must completely contain all organic matter and must proceed up the arena boards and be taped to the boards, ensuring no organic matter gets between the boards and concrete floor. Event Organisers must adhere to AHS's requirements for Petting Zoos, Animal Attractions and Farm Visits

#### 7. Temporary structures

Temporary structures, such as stages above 1.2m (4ft) in height above the ground and all bleachers installed at an event require the Event Organiser to apply for a building permit through Lethbridge Superior Safety Codes at 422 North, Mayor Magrath Dr. Lethbridge or online at <a href="https://www.superiorsafetycodes.com/">https://www.superiorsafetycodes.com/</a>. A Town development permit is not required. The Event Organiser is required to submit a copy of the building permit to the Town at least 30 days prior to



the rental date.

#### 4. Rental Rates

- 1. Rental rates are approved by Council and are according to the Service Fees, Rates and Charges Bylaw.
- 2. The per day rental rate is for any bookings that needs the Arena for more than an eight hour period.
  - Weekend set up and clean up days will be charged the per day rate on weekends.
- 3. The hourly rental rate only applies to:
  - Events that can have the set up and clean up occur within the same day; or
  - Weekday events where set up occurs after 3:00 p.m.; or
  - Weekday events where clean up occurs before 3:00 p.m.

#### 5. Cancellation Policy

- 1. The Town reserves the right to cancel any scheduled booking or event when:
  - The arena is required for an event of municipal significance;
  - In order to ensure public safety;
  - If, in the sole opinion of the Town, the event organizer fails to comply with the requirements of the permit and/or this policy or for any other reason that the Town deems appropriate.

#### 6. Refund Policy

- 1. Any payment will be refunded to the Event Organiser if the Town cancels an event as outlined in Section 5: Cancellation Policy.
- 2. Bookings that are denied by the Town, prior to the final documentation step will be refunded their 50% deposit.
- 3. Any bookings that are cancelled by the Event Organiser or another representative of the organisation within 29 days of the event will not be refunded.

#### 7. Post Rental

- 1. The arena must be cleaned and returned to the Town in the same state as it was rented.
  - Town Staff will conduct a post booking inspection of the facility and inform Administration staff
    of any damages and associated restoration need to the equipment, premises or other property
    of the Town of Picture Butte incurred during any time of the booking.
- 2. Keys must be returned to the Town office by the time stated on the application form.
  - If keys are not returned by the time stated on the application form, then the Town will charge the Event organiser the amount of time that has expired before the keys are returned.
  - The Town will only charge the per day rate for over eight hours or the hourly rate for less than eight hours.
- 3. The security deposit will be returned to the Event Organiser minus any costs associated with items stated in Section 7.

#### 8. General Policies and Procedures

1. The Event Organiser shall cooperate with members of Town staff and any other regulatory body.



- All legislation, bylaws and regulations must be adhered to by the event organizer. Event Organisers
  are required to adhere to all event policies. In the interest of public safety, a zero tolerance policy is
  enforced for all events. Failure to comply may result in the booking/event being closed or
  cancelled.
- 3. The Event Organiser shall respect the area approved for use. The Event Organiser shall pay for all damages and associated restoration costs to the equipment, premises or other property of the Town of Picture Butte incurred during any time the Event Organiser is using the facility or arising from the use thereof.
- 4. The Event Organiser shall be responsible for providing adequate supervision and security for maintenance of good order during the entire time that the renter occupies the facility and, without limiting the generality of the foregoing, to see that all terms contained herein are strictly observed.
- 5. Town staff will be onsite during the time of the booking but will not be required to act as security for the event. They will be there to ensure the Event Organiser is using the facility as outlined herein.
- 6. Vandalism or abusive language while using the facility shall be deemed as just cause to cancel the booking/event.
- 7. No group or individual shall perform or demonstrate or allow to be performed or demonstrated any activity which is, or has the potential to be offensive, hazardous, or otherwise dangerous to the welfare of the community, group or individual members thereof.
- 8. The Event Organiser is responsible for ensuring that First Aid service is available on site during the operating hours of the event through a qualified agency and/or personnel.

APPENDIX A: Terms and Conditions



- 1. Use of facilities shall be confined to the area(s), dates(s) and times(s) stated on the Booking Form. All changes must be made through the Town Office. THE EVENT ORGANISER IS RESPONSIBLE TO ENSURE THAT THE FACILITY IS LEFT TIDY AND CLEAN PRIOR TO LEAVING THE FACILITY.
- 2. The Event Organiser agrees to assume responsibility for the conduct of the members and/or patrons and shall be responsible for damage to the facilities caused by them. The Event Organiser agrees to maintain the facility in good condition and repair any damage at its own expense.
- 3. The loss of personal effects and injury to members of the Event Organiser or to third parties are not the responsibility of the Town.
- 4. The Event Organiser agrees that as between it and the Town, the Event Organiser is responsible for the safety of users and spectators at the facility during the period covered by this Booking Form.
- 5. The Event Organiser agrees to indemnify, defend and hold harmless the Town, its officers, agents and employees, of and from all demands, claims, suits, actions or liabilities resulting from injuries or death to any person of from any property damage howsoever caused, during the period of the Booking Form.
- 6. Notwithstanding anything contained herein, the Town shall have the right to cancel any activity or non-public booking in order to accommodate special events or major revenue producing bookings.
- 7. The Event Organiser may not transfer, assign or convey this agreement or any rights, title or interest therein without the express written consent of the Town.
- 8. The Event Organiser agrees that at all times they will conduct their activities with full regard to public safety, and will observe and abide by all applicable regulations and requests by duly authorized government agencies responsible for public safety and with the Town to assure such safety. Any abuse to Town staff or contractors will not be tolerated. Failure to not abide by these rules will result in forfeiture of booking and any monies paid.
- 9. In booking the said space to the user, it is understood that the Town does not relinquish the right to control the management thereof, and to enforce all necessary laws, rules and regulations.
- 10. The Town reserves the right to cancel bookings on 48 hours notice.
- 11. The Town of Picture Butte reserves the right to refuse the use of said facility to any individual or group.
- 12. When the arena is used for trade shows, breakfasts, dances, livestock shows or other events with a large number of people attending, the Event Organiser shall be responsible to unlatch the deadbolts on all exit doors to ensure quick and efficient evacuation of the building if required. The Event Organiser shall also be responsible to ensure that these doors are secured upon leaving the building.
- 13. Once a booking has been confirmed and payment has been received, a refund will not be given to the Event Organiser if they cancel their booking.
- 14. Concerns: Users who have a concern or question are requested to contact the Town Office at 403-732-4555.



# EVENT APPLICATION GUIDE

# **Event Application Process**

# APPLICATION FORM

The event organiser must complete and submit an Arena Off-Season booking form a minimum of 45 days prior to the event. All applications can be submitted to:

Email: admin@picturebutte.ca or info@picturebutte.ca

Office: 120 4th Street North, Picture Butte, AB. during regular office hours.

# **APPLICATION PROCESS**

**Step One:** Application Submission & 50% deposit payment (at least 45 days prior to the event)

Step Two: Town of Picture Butte Interdepartmental review

**Step Three:** Required Documentation Deadline (at least 30 days prior to the event)

Step Four: Approval, Final Payment & Agreement

Step Five: Security Deposit, Keys, Security Code & Walk Through

#### **Step 1: Application Submission**

Completed applications, including a deposit payment equal to 50% of the booking amount must be submitted to the Town at least 45 days prior to the day of the event.

#### **Step 2: Interdepartmental Review**

The Town will review the application for completeness and communicate with the event organiser if additional information is required.

# Step 3: Required Documentation Deadline, Final Payment and Agreement

Any required documentation is to be submitted at least 30 days prior to the event date. Incomplete applications and applications that do not submit the required documentation 30 days prior to the day of the event will not be processed and the booking will be denied.

## Step 4: Approval

The Town will give the event organiser notification of approval within 5 business days of receiving a completed application form and all of the required documentation. The remaining 50% booking payment is also required at this time. The Town will also provide the event organiser a terms and conditions agreement to sign at this time.

# Step 5: Security Code, Keys, Walk Through & Security Deposit

A key and security code will be given to the Event Organiser for set up on the date indicated on the application form. A security deposit and credit card authorisation will also occur at this time.

Town staff will then conduct a walk through with the Event Organiser.

# APPLICATION REQUIREMENTS

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## **General Liability Insurance**

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The event organiser is required to submit an approved copy of the business licence and food handling permit to the Town no later than 30 days prior to the rental date.

#### **Animals**

If any organic matter is required for animals a plastic covering is required on the concrete surface. The plastic covering must completely contain all organic matter and must proceed up the arena boards and be taped to the boards, ensuring no organic matter gets between the boards and concrete floor.

Event operators must adhere to AHS's requirements for Petting Zoos, Animal Attractions and Farm Visits. The information for event operators can be found here: <a href="https://www.albertahealthservices.ca/assets/wf/eph/wf-eh-petting-zoo-info-for-operators.pdf">https://www.albertahealthservices.ca/assets/wf/eph/wf-eh-petting-zoo-info-for-operators.pdf</a>

## **Temporary structures**

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- In order to ensure public safety;
- If, in the sole opinion of the Town, the event organizer fails to comply with the requirements of the permit and/or this policy or for any other reason that the Town deems appropriate.

# **POST BOOKING**

#### **Damage**

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#### **Keys**

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#### Time between bookings

The Town will not allow events to be booked that have less than five working days in between events. Priority will be given to the Town of Picture Butte and Town of Picture Butte non-profit organisations. All other bookings will be considered on a First Come First Served basis.

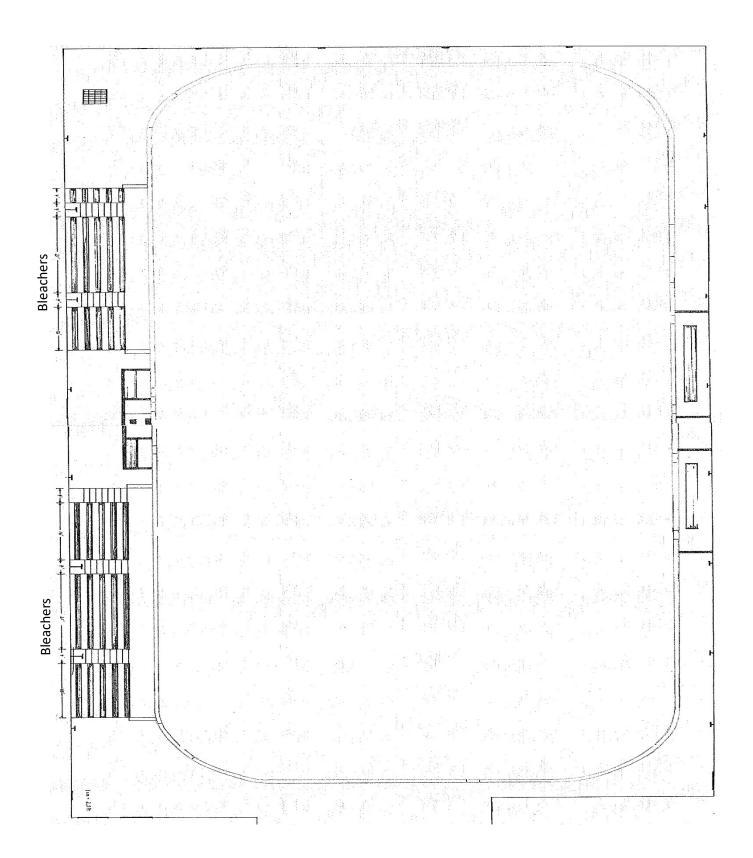


Event Details						
Date(s) Requested:						
Event Name:						
Organization Name:						
Organization Phone:						
Email Address:						
Set Up Time:						
Event Start Time:						
Event End Time:						
Clean Up Time:						
Estimated Attendance:						
Event Organiser Co	ontact Information:					
Name:						
Street Address:						
City:	P	ostal Code:				
Event Day Phone:						
Email Address:						
Event Description:		Public Event  Private Event				
Event Activities: Does your event include?						
☐ Alcohol	☐ Inflatable Devices	☐ Security				
☐ Food Trucks	☐ Temporary Structure	s □ Other:				
☐ Food Vendors	☐ Amplified Sound					
☐ Animals	☐ Cooking					
Applicant's Signature: Date:						



# Map: Site Plan

This is an area for you to draw out how your event will be organized and where any stations, stages, tents, washrooms, hand washing stations, food, security and/or information booths will be.





Internal Use Only:								
Application Received:	Da			Date:				
Date Available:	☐ Yes ☐ No			□ No	)			
Staff Scheduled:	d:		□ No		□ N/A			
Interdepartmental Notifications & Approval								
Department Notifi		ied Approve		oved	Date			
Emergency Services								
Operations Department								
Other:								
	·							
Compliance Documents Received:								
			Yes		No	N/A		
Insurance Certificate:								
Liquor Licence:								
Business Licence(s):								
Food Handling Permit:								
Plastic Floor Covering Required:								
Pursuant to Noise Bylaw:								
Building Permits:								
Site Plan:								
Application Approval:		proved			Declined			
Applicant Notified:		:S		D	ate:			
Notification to Applicant for Approval or Refusal:								



Financials:							
Rental Fee:	\$						
Paid:	☐ Yes		□ No				
Damage Deposit - \$500	☐ Received		☐ Returned				
	☐ C.C. Auth	☐ Ca					
	*C.C. authorization at time of picking up keys						
Keys & Alarm:							
Walk through given:		☐ Yes		□ No			
Keys signed out on Sign out sheet:				□ No			
Emergency Response Plan reviewed:				□ No			
Staff Scheduled to work:		☐ Yes		□ No			
For the Renter:							
Checklist given to Renter:				□ No			
Alarm Code given to Renter:				□ No			
· · · · · · · · · · · · · · · · · · ·							
Post Booking:							
Keys returned:		☐ Yes		□ No			
Public Works Inspection Sheet Returned:				□ No			
Notification for Damage Deposit Return:							