

# Town of Mayerthorpe

Policy Manual  
Section: Recreation  
Policy: VII-006

**TITLE:** Mayerthorpe Exhibition Centre Operations  
**POLICY NO.:** VII-006  
**APPROVAL:** August 8, 2017  
**EFFECTIVE DATE:** August 8, 2017  
**AMENDED DATE:**  
**REVIEW DATE:** July 24, 2017  
August 8, 2017

**SUPERSEDES POLICY NO.:**

**POLICY STATEMENT:** Mayerthorpe Exhibition Centre is a multipurpose recreational Facility serving the Town and the surrounding region. The aim of the Town is to provide a safe, inviting and protective environment that promotes recreation and culture in support of a healthy, viable and vibrant community.

**PURPOSE:** To provide for the orderly and consistent operation of the Mayerthorpe Exhibition Centre.

## **PRINCIPLES:**

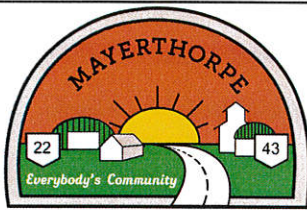
### **A. DEFINITIONS**

**“Booking”** means the process of renting all or portions of the facility for an Event or Major Event. It also includes the process where time slots are blocked off for access to available ice by a particular group or organization and does not include the ice maintenance period between the different levels.

**“Booking Fee”** means the deposit required to hold a Booking for the renter. It shall be assessed at fifty percent (50%) of the total Rental Fee, subject to GST and is non-refundable.

**“Booking Process”** refers to the advance registration of an event by means of a non-refundable Booking Fee being paid in advance of the event and the remaining Rental Fee and Damage Deposit being paid fourteen (14) days prior to the scheduled event. When time prohibits this process from occurring, the entire Rental Fee and Damage Deposit as required by the policy will be paid at the time of Booking. This process also includes the Tentative Booking Period.

**“Business Day”** means the next day from Monday to Friday 8:30 am to 4:30 pm excluding statutory holidays.



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**“Condensed Rental Agreement”** means the agreement utilized to formalize facility rentals including those ice usages which do not require the Facility User to provide insurance or a Damage Deposit or for those events not involving alcohol. (Attached as “SCHEDULE D ”)

**“Corporate/Private/Government”** means rentals undertaken by a Corporation, Individual, or Government agency and shall include any event rentals licensed for alcohol use.

**“Course”** means any instruction supported by a lesson plan or curriculum.

**“Damage Deposit”** means the fee required to secure against any damages, cleaning or repair costs outside normal wear and tear caused by the renter. The deposit is not subject to GST and where applicable will be refunded within twenty-one (21) days of the event.

**“Equipment”** means any electrical, mechanical, hydraulic or pneumatic tools, clothing or other items housed permanently or temporarily at the Facility and used for the purpose of maintaining and / or improving the Facility. It also encompasses any table, chair, property or other device utilized at Mayerthorpe Exhibition Centre whether owned by the Town, rented from a third party or owned by a tenant of Mayerthorpe Exhibition Centre.

**“Event”** means any cultural, recreational, business or social occurrence at Mayerthorpe Exhibition Centre. This may be hosted by the Town or other independent agency or organization.

**“Facility”** means Mayerthorpe Exhibition Centre, 4918 54th Street, Mayerthorpe, Alberta, T0E 1N0.

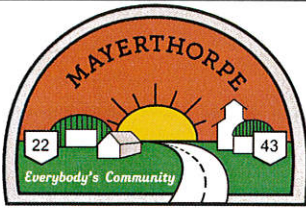
**“Facility Administrator”** means the person hired or contracted by the Town to oversee the daily operations of the Facility.

**“Facility Monitor”** means any employee or contractor hired by the Town who is supervising an event or major event at the Facility.

**“Facility Privilege”** means the ability of an individual to enter into Mayerthorpe Exhibition Centre.

**“Facility Tenant”** means a Corporate/Private/Government agency or Non-Profit Group that has a contract, lease, Memorandums of Understanding or agreement with the Town for use of the Facility.

**“Facility Users”** means a Corporation/Private/Government agency, individual or Non-



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Profit group that may not have a contract, lease, or agreement with the Town for use of the Facility.

**“Ice Rental Agreement”** means a written contract between the Town and the Facility Tenant or Facility User for groups that are required to provide liability insurance for arena usage. (attached as “SCHEDULE C”)

**“Lesson”** means any private or semi-private personal training session.

**“Master Schedule”** means a schedule of allocated ice times.

**“Major Event”** means any Event lasting more than one consecutive day or encompassing more than one area at Mayerthorpe Exhibition Centre with occupancy outlined within the terms of the Rental Agreement.

**“Non-Profit”** means groups, individuals or organizations operating on a not for profit basis, as per, but not limited to, Federal or Provincial Legislation but shall not include event rentals licensed for alcohol use.

**“Program”** means any regular scheduled activity that requires participants to register in and / or pay a fee prior to participation.

**“Mayerthorpe Exhibition Centre”** means the building and land located at 4918 54<sup>th</sup> Street, Mayerthorpe, Alberta.

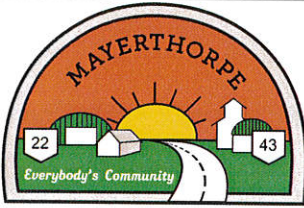
**“Rental Agreement”** means a written contract between the Town and the Facility Tenant or Facility User and will be in the form of a Standard Rental Agreement, Equipment and Supplies Rental Agreement, Ice Rental Agreement, Condensed Rental Agreement **or** Sign Advertisement Agreement (attached as “SCHEDULE A, B, C, D and E”).

**“Rental Fee”** means the cost to a Facility Tenant or Facility User for renting a specific area of Mayerthorpe Exhibition Centre for a specific time allotment. Current Rental Fees are identified in the Miscellaneous Rates and Fees Bylaw.

**“Signs”** means the sign or signs installed, repaired, maintained and used by the Town, in or around the Facility.

**“Standard Rental Agreement”** means the agreement utilized to formalize facility rentals, other than Ice Bookings, that requires the Facility Tenant or Facility User to provide insurance, pay a Damage Deposit, and for all events involving the use of alcohol. (attached as “SCHEDULE A”)

**“Scheduling”** means the process whereby a group or organization allocates ice access



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from their Booking to an individual team.

**“Sponsor Company”** means the business that has or will install Sponsor Sign in the Mayerthorpe Exhibition Centre.

**“Supplies”** means materials, food and Equipment, needed to operate the Facility, or to carry out a task or activity

**“Tentative Booking Period”** means an interim period of a maximum of seven (7) days in which an event date is held to allow a client to formalize their Booking through signing of the appropriate Agreement and the payment of appropriate fees.

**“Town”** means the Town of Mayerthorpe.

## **B. GENERAL**

### **1. Facility Operational Hours, Schedules and Closures**

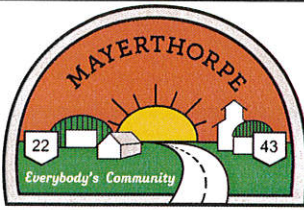
- a) The hours of operation for the Facility are based on the needs of Facility Tenants and Facility Users. Normal administration business hours for Mayerthorpe Exhibition Centre to be managed by the Town Office during Monday to Friday from 8:30 am to 4:30 pm. Subject to b) below, events are scheduled seven days a week. Events will not commence prior to 7:00 am and must conclude by 2:00 am.
- b) Mayerthorpe Exhibition Centre will be closed on all statutory holidays, unless Bookings are requested. However, Bookings will not be accepted for Christmas Day, Boxing Day, Good Friday, or Easter Sunday.
- c) All Major Events scheduled at the Facility will be posted on the Town web page at [www.mayerthorpe.ca](http://www.mayerthorpe.ca)

### **2. Emergency Information**

- a) General and emergency contact numbers for the Facility shall be posted in visible locations throughout the building and various entry areas.
- b) Emergency Evacuation routes are posted in the building with the location of muster points indicated.

### **3. General Facility Booking Information**

- a) Annually the elected officials of the Town will adopt by resolution, a

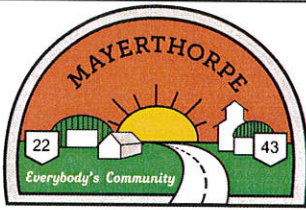


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schedule of fees for the rental of the Facility and its component parts. All net fees will be rounded up to the nearest dollar, this does not refer to G.S.T. as G.S.T. is calculated on the net fee. Fees are outlined in the Fees and Charges Policy.

- b) Subject to the provisions of the Miscellaneous Rates & Fees Bylaw, Facility Users or Facility Tenants are able to rent some or all of the Facility when available.
- c) A Booking Process will secure the rented area for the client. This will be formalized by means of a Rental Agreement, and may or may not include a Tentative Booking Period. In any case a Booking is not confirmed until the appropriate agreement has been signed and payment method approved.
- d) In general, an available Booking will be tentatively held for a period of not more than seven (7) days to facilitate the confirmation process. The Booking is only confirmed once the appropriate Rental Agreement has been signed and the applicable Rental Fee paid or payment method implemented.
- e) Except for Bookings covered in Section D – Mezzanine Rental, the entire cost of the Booking will be paid at the time of signing the Rental Agreement. Alternate payment methods will only be undertaken if approved by the Facility Administrator in advance of the Booking.
- f) Cancellations of Bookings will result in 50% of the Rental Fee being refunded to the Facility Tenant or Facility User. Should an Event or Major Event need to be rescheduled or transferred to another type of Event or Major Event and /or area in the Facility for any unforeseen reason the following shall apply:
  - A written request must be received by the Facility Administrator at least two days in advance of the Booking. The Facility Administrator shall review the request and the resulting decision shall be final. There shall be no cost for this process.
  - The request shall only be considered if the newly requested date or space is available and it will not have any priority over other Bookings, regardless of the original Booking date or the dollar value of the Booking.
  - If the new Booking results in the Rental Fee being less than the original Rental Fee the difference will be forfeited to the Town. A higher Rental Fee will require immediate payment.
  - Provisions for a Damage Deposit will not be waived due to a forfeiture of a portion of the Rental Fee.
  - Approved requests will require the completion of a new Rental



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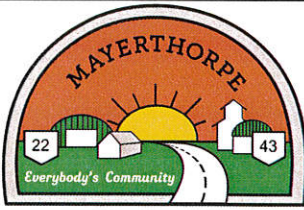
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Agreement.

- Rescheduling or transferring a Booking will only be considered once.
  - Cancellation and rescheduling provisions contained in this section only apply to room rentals.
  - In unforeseen circumstances, the Facility Administrator will endeavor to amend the schedule to accommodate changes.
- g) Portable electronic equipment, flip charts, white boards, extension cords and related display items are not included in the Facility Rentals.
- h) Facility Tenants requiring additional space, for annual general meetings or publicly advertised events, in the facility will be invoiced for the cost of the applicable Rental Fees and/or any damages, cleaning or repair costs outside normal wear and tear incurred during the Event or Major Event. The remaining provisions of Policy VII-006 apply to all such additional space requests. Executive meetings of Facility Tenants, that do not incur staff time, will be accommodated in the main foyer area of the Facility.
- i) Notwithstanding anything contained herein, the Town may terminate a Booking at any time should the Facility be required for a pressing municipal purpose or should the Facility become unstable or unsafe for any reason beyond the reasonable control of the Town. In any such instance the Town shall give the Facility User or Facility Tenant as much notice as reasonably possible and shall reimburse any fee, if paid. The Town shall have no further obligation to compensate the Facility User or Facility Tenant for the cancellation. In the event the Town cancels a scheduled Booking and is unable, upon request, to give the Facility User or Facility Tenant written assurance that the next scheduled Booking will be available, the Facility User or Facility Tenant may terminate their Bookings with seven (7) days written notice to the Facility Administrator without penalty.
- j) The Facility Administrator and/or the FCSS/Recreation Coordinator shall have the authority to amend any and all Rental Agreements (prior to finalization of the contract by signature). However, amendments will not apply to the fee schedule.

## 4. Facility Rules and Regulations

- a) Facility staff will notify Facility Users at closing time that they must leave the Facility. Failure to leave will result in the Facility User being considered a trespasser. Trespassers will be brought to the attention of the local Royal Canadian Mounted Police and subject to a loss of Facility Privileges.



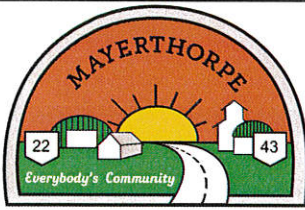
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- b) By entering the Facility or by enrolling in any Course, Lesson, Program or Event held at the Facility, Facility Users agree to abide by any Facility policy, follow any verbal direction provided by any Town employee, and to use the Facility at their own risk.
- c) The Facility has a zero tolerance policy for harassment or bullying. Verbal or gestured profanity, provocation, pestering, intimidation, and fighting will not be tolerated. Such behavior will result in ejection from the Facility and suspension of Facility Privileges.
- d) Incidents of vandalism, theft, criminal trespass, break and enter and mischief will result in ejection from the Facility and suspension of Facility Privileges. These incidents will also be reported to the Royal Canadian Mounted Police.
- e) Any suspension of Facility Privileges will result in:
  - 1. A forfeiture of any fees paid
  - 2. First suspension minimum of thirty (30) consecutive days
  - 3. Second suspension minimum of ninety (90) consecutive days
  - 4. Third or subsequent suspension minimum of three hundred and sixty five (365) consecutive days.
  - 5. Suspensions will be directed in writing by the FCSS/Recreation Coordinator.
  - 6. Any appeal of suspension must be made in writing to the Town's Chief Administrative Officer be received within fourteen (14) days of the suspension implementation.

In all cases, a written report as to the reasons for the suspension will be maintained by the Facility Administrator.

- f) In order to meet the needs of Facility Tenants and Facility Users, unsupervised children creating a disturbance at the Facility will be asked to leave and their guardians will be notified. Continued disturbing behavior by the same children, will result in a meeting between the Facility Administrator and the guardians to determine an appropriate course of action.
- g) Any Course, Lesson, Program or Event in which physical activity is required in areas floored with vinyl composite tile or linoleum will require Facility Users to wear non marking soles on their footwear during the physical activity. Similarly, bare feet, cleats, sandals, stocking feet or hard soled shoes will not be utilized in these same areas unless pre-authorized by the Facility Administrator. Shirts must be worn in the Facility at all times.

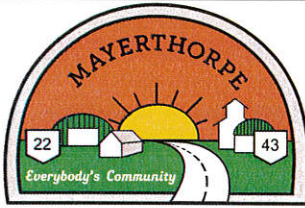


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- h) In order to protect painted and stained surfaces, only fun tack or painters tape may be used to hang decorations from Facility walls or ceilings. T-Bar track hooks may be utilized in areas where a suspended ceiling is incorporated. Under no circumstances will nails, screws, holes or thumb tacks be used to hang decorations.
- i) The Facility is a pedestrian friendly area. Therefore, motorized conveyances, skateboards, roller skates, inline skates, push scooters, bicycles or mopeds are not to be used within the building. Any Course, Lesson, Program or Event that requires the use of such devices will be utilized only within certain confined areas where pedestrian traffic is discouraged or prohibited for the duration of the Course, Lesson, Program or Event. None of the provisions in this section will relate to aids to living devices.
- j) In accordance with the Public Health Act of Alberta guide dogs and service animals are welcome at the Facility. All other animals or pets may not enter in or remain within the Facility.
- k) Facility staff will not accept equipment, bags, parcels, valuables, materials, or supplies for safe keeping or storage. Dressing rooms and Facility Tenant storage areas will be supplied with suitable locks or safe guards to ensure a basic level of safe keeping.
- l) Courses, Lessons, Programs or Events may not occur at the Facility without previous written permission or licensing from the Town.
- m) This Policy may change from time to time and without notice. When changes to this operational policy occur the changes will be posted on Mayerthorpe Exhibition Centre's main lobby bulletin board, within affected areas of the Facility and posted on the Town's website [www.mayerthorpe.ca](http://www.mayerthorpe.ca).
- n) Smoking is prohibited within the Facility. In keeping with the Legislation of the Province of Alberta smoking is also prohibited within five (5) meters of any window, door, or intake vent.
- o) Alcohol is prohibited within the Facility except as provided for by means of a liquor license or liquor permit, as per Section D.6. and D.7.
- p) The Facility is stocked with appropriate cleaning supplies for Facility Users and Facility Tenants. Facility staff can supply the necessary cleaning supplies to keep an area clean or to replenish inventory where appropriate.





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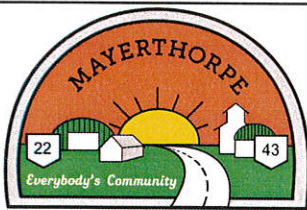
- q) Mayerthorpe Exhibition Centre electronic sound and video equipment is under direct control of the Facility Administrator. No attempts may be made by Facility Tenants or Facility Users to adjust the presets for any of the equipment.

## **C. LOST AND FOUND**

1. The Town is not responsible for lost or stolen items at the Facility.
2. As a convenience, any found items turned into the Facility Administrator's office will be retained for thirty (30) days.
3. Any inquiries about found items shall be directed to the Facility Administrator or Facility Monitor on duty.
4. Claimed items will be logged into the "Communications Book" in the administrative office and signed for by the person claiming the item.
5. Unclaimed items such as jewelry, money, or items of apparent value will be turned over the local Royal Canadian Mounted Police.
6. Unclaimed useable clothing or sports attire will be disposed of by turning them over to a charitable organization or the minor hockey give and take receptacle.
7. Unclaimed items of little or questionable value will be discarded into the trash.

## **D. MEZZANINE RENTAL**

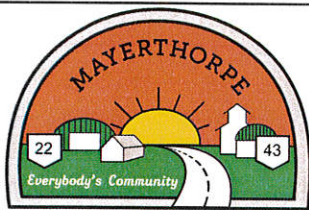
1. Bookings are not normally accepted more than 1 year in advance of the event date. Bookings within the 1 year time period will be finalized at the then current Rental Fee identified in the Miscellaneous Rates and Fees Bylaw found on the Town's website at [www.mayerthorpe.ca](http://www.mayerthorpe.ca). In the event a Booking is desired for an event date, more than 1 year but less than 2 years in advance of the Booking date, a provision will be inserted into the agreement to adjust the Rental Fee to match the Miscellaneous Rates and Fees Bylaw as directed by Council and valid at the time of the event. Bookings will not be accepted more than 2 years in advance of the event date.
2. A Booking is confirmed by the completion of the applicable Rental Agreement and payment of the applicable fees. A Tentative Booking is held for a maximum of seven (7) days to facilitate the confirmation process.



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3. The non-refundable Booking Fee is set at fifty percent (50%) of the total Rental Fee. The Booking Fee will be applied to the Rental Fee fourteen (14) days prior to the event. At that time the balance of the Rental Fee, the balance of the GST and the Damage Deposit are due and payable.
4. Should an Event or Major Event need to be rescheduled or transferred to another type of Booking and/or area in the Facility for any unforeseen reason, the following shall apply:
  - a. A written request must be received by the Town's Chief Administrative Officer at least six (6) months (180 calendar days) prior to the event date. The Town's Chief Administrative Officer shall review the request and the resulting decision shall be final. There is no administration fee for this process.
  - b. The request will only be considered if the newly requested date is available, it will not have any priority over other Bookings, regardless of the original Booking date or the dollar value of the Booking.
  - c. If the new Booking results in the Rental Fee being less than the original Rental Fee, the difference will be forfeited to the Town. A higher Rental Fee will require immediate payment.
  - d. Provisions for damage deposits will not be waived due to forfeited Rental Fees.
  - e. Approved requests will require the completion of a new Rental Agreement.
  - f. Rescheduling or transferring will only be considered once for any Booking.
5. If required, the Damage Deposit is set at fifty percent (50%) of the total Rental Fee. The Damage Deposit, minus any claims, will be refunded by a Town cheque within twenty-one (21) days of the end of the rental.
6. All Events or Major Events involving the sale or consumption of alcohol in the Facility will require the Facility User or Facility Tenant to obtain a Liquor Special Events Permit or Gaming and Liquor Act License. A copy of this permit or license must be provided to the Town immediately after obtaining it. Efforts will be made by the Facility Tenant or Facility User to provide a copy at least fourteen (14) days prior to the Facility rental date.
7. All Events or Major Events involving the sale or consumption of alcohol in the Facility will require the Facility User or Facility Tenant to comply with all provisions of the Gaming and Liquor Act including, but not limited to,



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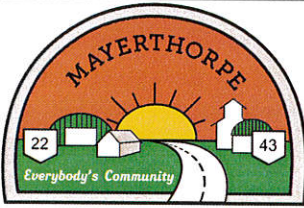
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supervision, over service, underage consumption, and prominent posting of the liquor license or permit in the area where liquor is being dispensed.

8. All Events or Major Events involving liquor, food service or a heightened risk, in the opinion of the FCSS/Recreation Coordinator, will require the Facility User or Facility Tenant to obtain a minimum \$2,000,000.00 liability insurance policy naming the Town as an additional insured. A copy of this insurance policy must be provided to the Town at least fourteen (14) days prior to the Event or Major Event or in extenuating circumstances as agreed to by the Facility Administrator. Further information can be obtained by contacting an insurance provider or is available at [www.palcanada.com](http://www.palcanada.com) or [www.insurance-canada.ca](http://www.insurance-canada.ca).
9. The full Rental Fee and Damage Deposit will be paid to the Town at least fourteen (14) days prior to the Event or Major Event or in extenuating circumstances as agreed to by the Facility Administrator.
10. Bookings made less than fourteen (14) days before the Event or Major Event will be exempt from the Booking Fee however the full Rental Fee and Damage Deposit is required at the time of the Booking.
11. Any request for relief from the Rental Fees as set in the Miscellaneous Rates & Fees Bylaw shall be made in writing to the Town's Chief Administrative Officer.
12. Requests for relief will only be considered by the Town's Chief Administrative Officer if a Booking Fee has been paid and a Rental Agreement signed. Except for extenuating circumstances (ie: funeral)
13. In most cases, access will be provided by on-site staff or an assigned delegate. The Facility subscribes to a registered key system. Therefore; from time to time when it is necessary for Facility Users or Facility Tenants, to access the Facility at irregular times or to provide access for various service providers, keys may be signed out to the Facility User or Facility Tenant only. Facility Users or Facility Tenants shall be responsible for all keys received and for the re-keying cost plus a twenty five (25%) percent administration fee should keys be lost.
14. Overnight camping is not allowed in the Mayerthorpe Exhibition Centre Parking.

## **E. SPONSOR SIGN ADVERTISING**

1. Sponsor signs may be 4" x 4" or 4" x 8" in size only.
2. Rates are outlined in the Miscellaneous Rates and Fees Bylaw.



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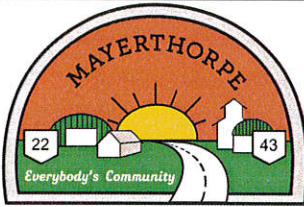
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3. Signs will be prepared by the Sponsor Company at its own expense with Town sign standards.
4. The Town will install, maintain and repair the Sponsor Signs.
5. Advertising Agreement, "Schedule E" outlines all terms and conditions.

## **F. EQUIPMENT AND SUPPLIES RENTALS – OFF SITE USE**

1. Equipment and Supplies in the Facility are either the property of or under the control of the Town. Facility Equipment and Supplies should not be misused or abused and when used by Facility Tenants or Facility Users should be returned in the same condition as originally supplied. Facility Tenants will be invoiced for damages, cleaning and/or repair costs to the Facility, Equipment or Supplies deemed outside normal usage or beyond fair wear or tear. Damages, cleaning or repair costs to Equipment or Supplies will be invoiced or charged against the Damage Deposit. An additional twenty-five (25%) percent administration fee will be applied to all damages, replacement and/or repair costs.
2. Equipment and Supplies may not be removed from the Facility unless pre-authorized by the Facility Administrator or property owner. Equipment or Supplies may be rented to Facility Tenants or Facility Users for use outside of the Facility. In these cases, a Rental Agreement is required and a cash Damage Deposit will be charged and held until the Equipment or Supplies are returned in good order. Any damage deemed outside normal usage or beyond fair wear and tear will be charged against the Damage Deposit plus the additional twenty-five (25) percent administration fee or invoiced as required.
3. A cash Damage Deposit of 50% of the rental value is required for all rentals valued at less than \$200.00. The cash Damage Deposit will be held until the Equipment or Supplies are returned in good order. Damage Deposits for rentals in excess of \$200.00 in value will be processed with the rental order and returned by means of a Town cheque within twenty-one (21) days.
4. In all instances it will be the Town that replaces or repairs equipment and supplies.

The daily rental period is one Business Day and the Equipment & Supplies Rental Agreement is attached as "SCHEDULE B". Fees for renting equipment or supplies are contained in the Miscellaneous Rates & Fees Bylaw.



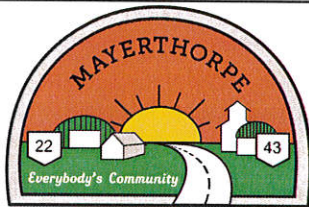
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5. No Equipment or Supplies will leave the Facility until the Rental Fee and Damage Deposit is paid in full.

## G. ICE BOOKINGS

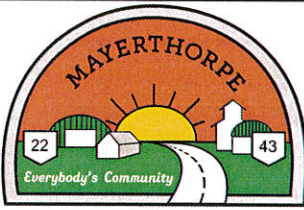
1. The Master Schedule is developed to create fair allocation of available ice.
2. The following priority ranking system will be used to develop the Facility Master Schedule and to resolve Booking request conflicts:
  - a) 1st Priority: Town Event and Program
  - b) 2nd Priority: Mayerthorpe Minor Hockey Association, Mayerthorpe Fun Hockey and/or Youth Organizations
  - c) 3rd Priority: Other Hockey Associations and area Adult Organizations and Groups
  - d) 4th Priority: All other Facility Users
3. Booking requests for the upcoming ice season, including tournaments and Events, shall be submitted to the Town in writing no later than **May 15<sup>th</sup>** of any given year. This information will be used to create the Master Schedule. Facility User and Facility Tenant requests received after this deadline will be considered on a "first come, first served" basis. The ice Booking request form is attached as "SCHEDULE C2".
4. Final approval of the Master Schedule rests with the FCSS/Recreation Coordinator. This will include resolution of any conflicts that arise.
5. An annual user group meeting will be held during the month of May each year for the purpose of finalizing the Master Schedule for the upcoming season.
6. For the purpose of renting ice, an ice Rental Agreement will be signed. The Ice Rental Agreement is attached as "SCHEDULE C" and must be signed and returned to the Town no later than September 1<sup>st</sup> or the requested ice time will be released for sale to other groups.
7. The Town books ice usage, it does not provide scheduler services for Facility Users or Facility Tenants.
8. Where a Booking request conflict arises in the development of the Master Schedule, and the requests in question are determined by the FCSS/Recreation Coordinator as equally justifiable, the higher priority ranked Facility User or Facility Tenant will be provided the ice time.



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9. Facility Users or Facility Tenants shall book all scheduled playoff games during allocated Master Schedule times. If Facility Users or Facility Tenants require additional ice the Town will attempt to facilitate Booking additional ice time.
10. All Facility Users and Facility Tenants require proof of Liability insurance in the amount of two million (\$2,000,000.00) dollars with the Town as an additional insured. Users should consult the Facility Administrator if they have any questions or concerns.
11. Facility Users and Facility Tenants must provide the Town with the name of their ice scheduler for Booking purposes. If applicable, an updated list of Board of Directors should also be submitted to the Town FCSS/Recreation Coordinator. The ice scheduler for each Facility User or Facility Tenant will communicate directly with the Town FCSS/Recreation Coordinator for any Booking changes. All changes are to be made by email or written letter to the FCSS/Recreation Coordinator. Only requests received from a designated ice scheduler will be acted upon by the FCSS/Recreation Coordinator.
12. Ice Bookings include two (2) dressing rooms, available forty-five (45) minutes before and vacated forty-five (45) minutes after scheduled ice time. If Facility Users or Facility Tenants require additional dressing rooms, the Facility Administrator or Facility Monitor must be contacted. If dressing rooms are not vacated by the Facility Tenant or the Facility User as required, extra costs will be assessed to the Facility Tenant or the Facility User based on the hourly rate charged.
13. Ice floods will be performed after each ice Booking unless otherwise requested by the Facility User or Facility Tenant, and agreed to by the on duty staff member. Ice floods may also be scheduled as deemed necessary by the on duty staff member. The time allotted for an ice flood is fifteen (15 minutes). The time associated with floods occurring between two Bookings is not billable to any party. Flood times within a Booking (e.g. floods between periods, after warm-ups, etc.) will be included in the billing at the applicable rates.
14. Should a Facility User or Facility Tenant not be able to use a specific ice Booking from the Master Schedule, the appropriate ice scheduler will notify the FCSS/Recreation Coordinator by email or in writing, to release the ice to other Facility Users or Facility Tenants. Notifications received a minimum of seven (7) days in advance of the Booking date prior to November 25<sup>th</sup> and after February 20<sup>th</sup> may be re-allocated by the Town without cost to the Facility User or Facility Tenant. Notification received with less than the seven (7) day notification period



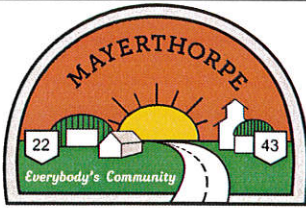
# Town of Mayerthorpe

Policy Manual  
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- will result in the Facility User or Facility Tenant being billed at the normal rate. This does not apply when Bookings are cancelled due to severe weather or uncontrollable situations.
15. Once league schedules are finalized (no later than November 25th), cancelled or unused ice will be billed to the Facility User or Facility Tenant at the applicable rate, unless resold.
  16. Released Bookings will result in other Facility Users or Facility Tenants having access to the relinquished time slot and the original Facility User or Facility Tenant losing their priority for that time period.
  17. For staffing purposes, the specific schedule for each tournament must be provided fourteen (14) days in advance to the FCSS/Recreation Coordinator. Tournaments may be cancelled up to October 15<sup>th</sup> without penalty or advance notice requirement. Tournaments cancelled after October 15th will be billed at the applicable rate unless the ice time is resold to another Facility User or Facility Tenant. The seven (7) day advance notice clause does not apply to tournament Bookings.
  18. Dressing Rooms are provided for Facility Users or Tenants and are accessible as assigned. Keys can be obtained from Facility staff and must be signed out and in. Facility Users and Facility Tenants will be charged the actual replacement cost plus a twenty-five (25%) percent administration cost for keys not returned or lost. prior to signing the key back in.
  19. Dressing rooms are to be left in a clean and tidy manner. Dressing rooms will be inspected by the Facility Monitor. Facility Users or Facility Tenants will be charged for actual costs incurred for the extra ordinary cleaning of dressing rooms caused by the Facility User or Facility Tenant.
  20. All fees and costs are outlined in the Miscellaneous Rates & Fees Bylaw.
  21. Any request for relief from the Rental Fees as set in the Miscellaneous Rates & Fees Bylaw shall be made in writing to the Town's Chief Administrative Officer. The Town's Chief Administrative Officer may waive ice rental fees to a maximum of \$200.

## **H. LICENSED EVENTS**

1. Activities at the Facility involving liquor shall conform to all regulations and requirements of the Gaming and Liquor Act for the Province of Alberta. Where



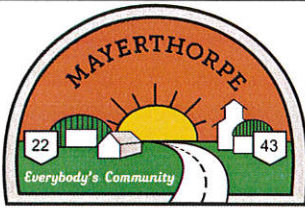
# Town of Mayerthorpe

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this policy is in conflict with the Legislation or where the Legislation changes; the Legislation will be the guiding document.

2. The legal age for liquor consumption in the Province of Alberta is eighteen (18) years of age. Facility Users or Facility Tenants serving liquor where minors are present will ensure that the minors are accompanied & supervised by a parent or guardian and not served liquor. Likewise appropriate measures will be taken to ensure minors are easily identified by servers, security and organizers.
3. Liquor service at the Facility will be supported by an appropriate license or permit which is prominently displayed. All servers, door supervisors and floor supervisors will be readily identifiable during the hours of operation.
4. Liquor service at the Facility will be supplemented by non-alcoholic drinks that are available at no charge or at a cost significantly lower than that of alcoholic beverages.
5. Prior to any licensed Event or Major Event occurring Facility Users or Facility Tenants will ensure an insurance policy of at least \$2,000,000.00 in liability insurance has been issued and that the Town has been named as an additional insured on this policy. A copy of the insurance policy information and a copy of the Special Events Permit will be supplied to the Facility Administrator at least fourteen (14) business days in advance of the Event or Major Event or in extenuating circumstances as agreed to by the Facility Administrator. More information is available from your insurance provider or at [www.mayerthorpe.ca](http://www.mayerthorpe.ca) or [www.insurance-canada.ca](http://www.insurance-canada.ca).
6. Any damage, cleaning or repairs costs outside normal wear and tear to the Facility will be charged against the Damage Deposit.
7. Facility Users and Facility Tenants will take appropriate measures to ensure that intoxicated or rowdy individuals or unsupervised minors are not allowed access. Likewise, Facility Users and Facility Tenants will take appropriate measures to prevent participants from becoming intoxicated; to refuse service to intoxicated or rowdy participants, to prevent service of liquor to minors and to ensure that unsupervised minors, rowdy, or intoxicated are safely removed from the Facility.
8. Facility Users or Facility Tenants must provide a list of security and supervisory workers to the Facility Administrator at least fourteen (14) days prior to the Event or Major Event or in extenuating circumstances as agreed to by the Facility Administrator. These workers will not be permitted to consume alcohol during their shift.





# Town of Mayerthorpe

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9. Any instances of violence must be reported to the local Royal Canadian Mounted Police by the Facility User or Facility Tenant at the time of occurrence.
10. A Facility Monitor will be on site during any licensed Event or Major Event and has the authority to request the removal of any disruptive, intoxicated or violent person. Failure to accommodate the requests of the Facility Monitor will result in forfeiture of the Damage Deposit and the immediate suspension of the Rental Agreement without compensation.
11. Facility Tenants that maintain an ongoing Alberta Gaming and Liquor Act Liquor License, at the facility shall conform to these regulations with the exception of items # 9 and #11.

## **I. PHOTOGRAPHY & VIDEOGRAPHY**

1. Mayerthorpe Exhibition Centre is a shared use multi-purpose Facility utilized for Courses, Lessons, Programs and Events.
2. To protect personal privacy of Facility Users and Facility Tenants, all commercial photography and video shooting must be with the consent of all persons who appear in the captured images.
3. Under no circumstances will photographs or videos be taken in the washrooms, bathrooms, dressing rooms or public areas that have been reserved, with the exception of Section I.7. as listed below.
4. Photographers or videographers who are taking commercial grade images for personal gain or media release must acquire prior permission from the Facility Administrator. Permission may be granted for specific locales and topics provided releases required in Section I.2. above, have been obtained with proof evidencing such acquisition.
5. Photographers and videographers are not to disrupt ongoing Courses, Lessons, Programs or Events and shall conduct themselves in a safe and professional manner at all times.
6. Any damages incurred while taking photos or videos shall be the responsibility of the photographer or videographer who caused them or in the case where the photographer or videographer has been hired by a Facility User or Facility Tenant, the Facility User or Facility Tenant shall be responsible.



# Town of Mayerthorpe

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7. Nothing in this section will be construed so as to imply that families, organizations or clients cannot photograph or video their own activities provided that consideration is given to the appropriateness of the content.
8. The Facility incorporates a system of security cameras. These cameras are not located in areas of expected privacy. The images are used only for the purpose of Facility security and in keeping with the Freedom of Information and Protection of Privacy Act, will not be utilized for any other reason.
9. Photographers using the Facility as a venue for profit must pay rental to the Town. The cost will be determined by the set up area and length of time in the Facility.

## **J. FREEDOM OF INFORMATION & PROTECTION OF PRIVACY ACT**

1. The Town adheres to the Provincial Freedom of Information and Protection of Privacy (FOIPP) legislation to ensure confidentiality. The FOIPP Act provides those seeking information from public bodies rights of access, while at the same time protecting the privacy of personal and confidential information. All personal information collected will be accessed, used and disclosed by the Town in accordance with the Freedom of Information and Protection of Privacy Act.

End of policy.

**Town of Mayerthorpe  
STANDARD RENTAL AGREEMENT  
Schedule A**

**Between**

Town of Mayerthorpe  
4911- 52 Street, Box 420  
Mayerthorpe , Alberta  
TOE 1N0, (780) 786-2416

Facility Tenant/Facility User

and

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Include: name, address, phone number)

**GENERAL PROVISIONS:**

1. The rental period shall be from \_\_\_\_\_ on \_\_\_\_\_ through to \_\_\_\_\_ on \_\_\_\_\_, inclusive.

**\*\* Weekend Rentals: Occupancy during this time period shall be restricted to 5:00 pm to 10:30 pm on Friday, 8:00 am on Saturday, to 2:00 am on Sunday, and from 8:00 am to 5:00 pm on Sunday.**

2. The Rental Area in the Facility shall be;

- i. \_\_\_Exhibition Centre ( includes washrooms, , tables, chairs).
- ii. \_\_\_Mezannine Room, 2<sup>nd</sup> floor (includes access corridors, washrooms, tables & chairs, bar).
- iii. \_\_\_Arena Dry Floor (includes main foyer access, main floor washrooms, sound system, tables & chairs.
- iv. \_\_\_Dressing Room (includes 2 tables, 6 chairs, lights)
- v. \_\_\_Foyer (includes main floor washroom, tables & chairs)

3. The Rental Fee for the noted *Rental Area(s)* is \$ \_\_\_\_\_ plus GST, \_\_\_\_\_ for a **total of \$** \_\_\_\_\_.

4. The Facility Tenant/Facility User agrees to pay a non-refundable Booking Fee for the *Rental Area* at fifty (50%) percent of the total rental cost plus GST. The Booking Fee is payable at time of execution of this rental agreement. Payment can be made at the Town of Mayerthorpe Administration Office located at 4911 – 52<sup>nd</sup> Street, Mayerthorpe, Alberta.

5. The Facility Tenant/Facility User agrees to pay the balance of the total **Rental Fee** no later than fourteen (14) days prior to the scheduled event. The due date for this payment is no later than **3:00 p.m.** on \_\_\_\_\_, **20**\_\_\_\_\_.

6. The Facility Tenant/Facility User agrees to pay a **Damage Deposit** equal to fifty (50%) percent of the Rental Fee no later than fourteen (14) days prior to the scheduled event. The due date for the \$\_\_\_\_\_ Damage Deposit is no later than **3:00 pm** on \_\_\_\_\_, **20**\_\_\_\_\_.

7. The rental of this Rental Area is not confirmed until this rental contract is signed and returned with the Booking Fee.

**SPECIFIC REQUIREMENTS:**

8. Facility Tenant/Facility User agrees to:

- set up and take down all decorations and all tables & chairs.

- sweep all floors, wet mop all spills or dirty floors, empty all trash cans, sweep up any smoking litter and remove garbage from the Facility to the provided dumpsters.
  - report any damages to the Facility Monitor.
- Failure to complete these requirements to an “as received level” will result in costs being retained by the Town from the Damage Deposit.

9. Damage Deposit refunds will be issued to the Facility Tenant/Facility User twenty one (21) business days after the event.
10. Rental of any part of the Facility does not include the issuance of keys for independent access by Facility Tenants/Facility Users. However in special circumstances, at the discretion of the Facility Administrator, keys may be issued. The Facility Tenants/Facility Users will be charged the replacement cost plus a twenty five (25%) percent administration fee for any key that is lost or not returned.
11. A Facility Monitor shall be on site at all times during rental periods. Any requests made by the Facility Monitor will be complied with at all times. Failure to comply with requests of the Facility Monitor will result in a forfeiture of the Damage Deposit and an immediate closing of the Facility.
12. The Facility Tenant/Facility User agrees that only fun tack and painter’s masking tape will be used to secure decorations to walls, doors, ceilings or windows within the *Rental Area*. T-Bar track hooks may be utilized in areas where a suspended ceiling is incorporated. Under no circumstances will nails, screws, holes or thumb tacks be used to hang decorations.
13. The Facility Tenant/Facility User shall not engage in or allow any advertising, promotional marketing or any other commercial activity within the Facility without prior approval of the Facility Administrator.
14. The Facility Tenant/Facility User agrees that all events involving liquor must be supported by a valid liquor permit in accordance with the Province of Alberta Gaming and Liquor Act.
15. The Facility Tenant/Facility User agrees that all events involving liquor must be supported by a valid liability insurance policy in the amount of \$2,000,000.00 (two Million dollars) naming the Town of Mayerthorpe as an additional insured.
16. The Facility Tenant/Facility User agrees to provide a copy of the insurance certificate to the Facility Administrator no later than **3:00 pm on \_\_\_\_\_, 20\_\_\_\_\_.**
17. The Facility Tenant/Facility User agrees to provide a copy of the liquor permit to the Facility Administrator immediately after obtaining it.
18. The Facility Tenant/Facility User agrees that all events involving liquor must be supervised by appropriate personnel as provided for by the Province of Alberta Gaming and Liquor Act and in all cases at a ratio of no less than one (1) supervisor for every fifty (50) guests.
19. The Facility Tenant/Facility User agrees that any incident of violence or injury to any person must be reported to the R.C.M.P. immediately.
20. The Town will not accept responsibility for any theft or loss to contents and equipment incurred by the Facility Tenant/Facility User.
21. The Facility Tenant/Facility User agrees that the Consumption or possession of alcohol outside of a licensed area will not be tolerated. Offenders will be asked to leave and local police may be notified.
22. The Facility Tenant/Facility User agrees that all rules and regulations as outlined in the Town of Mayerthorpe Exhibition Centre Operations Policy, as attached, shall govern this rental agreement.
23. The Facility Tenant/Facility User cannot assign this Agreement without prior written consent from the Town.

24. This event will be advertised on the Town of Mayerthorpe Calendar as: Private Event or \_\_\_\_\_ pursuant to FOIP guidelines.

**HOLD HARMLESS AGREEMENT:**

The Facility Tenant//Facility User agrees to indemnify and save harmless the Town from and against all liabilities, damages, costs, claims, suits, actions, or causes of action by any person arising from the acts or omissions of the Facility Tenant/Facility User employees, servants, agents, contractors, invitees, directors or any person for whom Facility Tenant/Facility User is responsible for by law. The Town shall not be held responsible for any loss or damage to property belonging to the Town, except as arises due to the fault or negligence of the Town.

The parties accept the terms and conditions of this Rental Agreement this \_\_\_ day of \_\_\_\_\_, 20\_\_.

**Town of Mayerthorpe:**

**Facility Tenant/Facility User:**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print: \_\_\_\_\_

Print: \_\_\_\_\_

Position: \_\_\_\_\_

**FOR OFFICE USE ONLY**

DATE	AMOUNT	GST	Total Due	Invoice Number	GLCODE	DESCRIPTION
	\$	\$	\$			Rental Date & Non-Refundable Booking Fee Paid
	\$	\$	\$			Balance of Rental Fee Paid and Insurance Documents Provided.
	\$	\$0.00	\$			Damage Deposit Paid
	N/A	N/A	N/A	N/A	N/A	Event Date
	\$	\$	\$			Refund Date for Damage Deposit minus any claims

Town of Mayerthorpe Exhibition Centre Operating Policy VII-006 is attached for reference.

Mayerthorpe Exhibition Centre  
EQUIPMENT & SUPPLIES RENTAL AGREEMENT

"Schedule B"

Between

Town of Mayerthorpe  
4911 – 52<sup>nd</sup> St. Box 420  
Mayerthorpe, Alberta  
T0E 1N0, (780) 786-2416

and

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Name, Address, and Phone Number of Renter)

**GENERAL PROVISIONS:**

1. The rental period shall be from **(date)** through to **(date)**, inclusive.
2. The rented Equipment or Supplies shall be: *(delete unused items)*
  - i) Folding Chairs **(enter # taken)**
  - ii) 8' Folding Tables **(enter # taken)**
  - iii) Other Items: *(describe)* \_\_\_\_\_  
\_\_\_\_\_
3. The rental cost shall be *(enter value)* plus G.S.T. and the cash damage deposit shall be fifty (50%) percent of the rental cost. Total cost:

**RENTAL RATES:**

4. Rental costs for the various items are contained in Miscellaneous Rates & Fees Bylaw .

**SPECIFIC REQUIREMENTS:**

5. All supplies and equipment will be returned in an as rented condition.
6. All supplies and equipment will be transported in a safe manner.
7. All supplies and equipment will be utilized in a safe and appropriate manner.
8. The Town of Mayerthorpe assumes no liability for use of rented supplies and equipment.
9. Mayerthorpe Exhibition Centre, 4918 -54th St., Mayerthorpe, Alberta is the pickup and drop off site for any rented supplies or equipment.
10. The Town of Mayerthorpe will not transport, deliver, pick up, set up or take down rented Supplies or equipment.
11. Rental cost and damage deposits shall be paid prior to removal of the rented equipment or supplies from Mayerthorpe Exhibition Centre.
12. Cash Damage Deposits will be refunded upon return of the rented equipment or supplies.
13. Cleaning and repairs of rented items will be charged at a rate of Twenty Five Dollars (\$25.00) per hour.
14. Rental of items not specified in the table of rental rates shall only be approved by the Facility Administrator or designate.

15. The rental rate for non-specified items shall be based on the replacement cost of the item being rented.

The parties accept the terms and conditions of this Rental Agreement this \_\_\_ day of \_\_\_\_\_, 20\_\_.

**Town of Mayerthorpe:**

**Renter:**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print: \_\_\_\_\_

Print: \_\_\_\_\_

Position: \_\_\_\_\_

**FOR OFFICE USE ONLY**

DATE	Amount	GST	Total	Invoice Number	GL CODE	Descriptions
						Cost of Rental
		N/A		N/A	N/A	Cash Damage Deposit
		N/A				Refunded Damage Deposit
	N/A	N/A	N/A	N/A	N/A	Rcvd: _____

*Mayerthorpe Exhibition Centre Operations Policy VII-006 is attached for reference.*



**MAYERTHORPE EXHIBITION CENTRE  
ICE RENTAL AGREEMENT  
"SCHEDULE C"**

---

This agreement made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (herein after referred to as the "**Agreement**").

BETWEEN:

**THE TOWN OF MAYERTHORPE**, a municipal corporation, incorporated under the laws of the Province of Alberta (Hereinafter referred to as the "**Town**").

OF THE FIRST PART

-AND-

\_\_\_\_\_ (Hereinafter referred to as the "**Facility Tenant**" or "**Facility User**")

OF THE SECOND PART

**WHEREAS** the Town wishes to optimize the use and efficiency of the Mayerthorpe Exhibition Centre (hereinafter referred to as the "**Facility**").

**AND WHEREAS** the **Facility Tenant/Facility User** wishes to provide quality ice hockey opportunities for its members.

**NOW THEREFORE THIS Agreement WITNESS WHEREOF**, in consideration of the terms, covenants and conditions outlined herein, the Town and the **Facility Tenant/Facility User** agrees as follows.

**GENERAL PROVISIONS**

1. By entering into this Agreement, the Facility Tenant/Facility User agrees to be bound by all the terms and conditions as specified in the Mayerthorpe Exhibition Centre Operations Policy.
2. The term of this Agreement shall be from \_\_\_\_\_ (hereinafter referred to as the "**Term**").
3. The rented Facility shall include the ice arena and use of two dressing rooms available 45 minutes before and after each booking. Requests for additional dressing rooms may be directed to the Facility Administrator or on-duty attendant.
4. The rental cost for the Facility shall be in accordance with the Town of Mayerthorpe Miscellaneous Rates & Fees Bylaw.
5. The *ice allocation* is not confirmed until this rental contract is signed and returned. In accordance with the Mayerthorpe Exhibition Centre Operations Policy, all booking requests for the upcoming season should be



received in writing no later than **May 15<sup>th</sup> of the current year**. Requests for bookings after this date will be allocated on an “as available basis”.

6. *Ice allocations* will be made in accordance with the Mayerthorpe Exhibition Centre Operations Policy.

### **SPECIFIC REQUIREMENTS**

7. The Facility Tenant/Facility User agrees to leave the Facility and dressing rooms in a clean and tidy condition.
8. Dressing Rooms are provided for Facility Tenants/Facility Users and are accessible as assigned. Keys can be obtained from Facility staff and must be signed out and in. Facility Tenants/Facility Users will be charged the actual replacement cost plus a twenty-five (25%) percent administration cost for keys not returned or lost.
9. The Facility Tenant/Facility User is responsible for ensuring that participants and spectators are aware of all rules and regulations as outlined in the Mayerthorpe Exhibition Centre Operational Policy. The Facility Tenant/Facility User will be held responsible for any costs associated with rule violations, damages or cleaning, at the discretion of the Town.
10. The Facility Tenant/Facility User shall not be entitled to operate food or beverage concessions within the Facility. The Town reserves the right to operate, or to allow the operation of such concessions.
11. The Facility Tenant/Facility User shall not engage in or allow any advertising, promotional, marketing or any other commercial activity within the Facility without prior approval of the Facility Administrator.
12. The Facility Tenant/Facility User shall not allow the sale, distribution or consumption of alcohol without the proper license required by law, as well as written consent from the Town.
13. All Facility Tenants/Facility Users require proof of Liability insurance in the amount of two million (\$2,000,000.00) dollars with the Town identified as an additional insured.

### **PAYMENT TO THE Town**

14. The Facility Tenant/Facility User shall pay for their *ice allocation* to the Town, the amount specified in the rental agreements, minus any time the Town agrees is required for ice floods between bookings. Flood times within a booking will be included in the billing at the applicable rates. Changes to the Master Schedule must be made in accordance with the Mayerthorpe Exhibition Centre Operations Policy.
15. The Facility Tenant/Facility User's *ice allocation form* is attached and forms part of this Ice Rental Agreement.
16. Facility rentals shall be invoiced to the Facility Tenant/Facility User and payable to the Town on a \_\_\_\_\_ basis in accordance with the terms and conditions provided for in the Mayerthorpe Exhibition Centre Operations Policy. Invoices must be paid within 30 days of receipt. Overdue accounts may be denied future access to the Facility at the discretion of the Town.

### **TERMS AND CONDITIONS**

17. The Facility Tenant/Facility User agrees to adhere to the cancellation of ice rentals and bookings provided in the Mayerthorpe Exhibition Centre Operations Policy, except for cancellations due to extenuating circumstances that may be granted by the Town on a case-by-case basis. Any such exceptions are subject to the approval of the Community Services Manager.

18. The Facility Tenant/Facility User shall immediately inform the Town of any damage, loss, or malfunction of Town equipment and facilities.
  
19. The Facility Tenant/Facility User shall provide to the Town, as is available to the Facility Tenant/Facility User, a current schedule of Bookings in the Facility not less than seven (7) days prior to the booking date. This will allow the Town to provide and prepare for maintenance needs and staff scheduling.
  
20. The Town will not accept responsibility for any theft or loss to contents and equipment incurred by the Facility Tenant/Facility User.
  
21. The Facility Tenant/Facility User cannot assign this Agreement without prior written consent from the Town.
  
22. The terms and conditions of this Agreement supersedes those terms and conditions provided for in any other rental agreements entered into between the parties during the TERM of this Agreement. Where there is a conflict between provisions of this Agreement and another Town policy or bylaw, this Agreement shall govern.

**HOLD HARMLESS AGREEMENT:**

23. The Facility Tenant/Facility User agrees to indemnify and save harmless the Town from and against all liabilities, damages, costs, claims, suits, actions, or causes of action by any person arising from the acts or omissions of the Facility Tenant/Facility User employees, servants, agents, contractors, invitees, directors or any person for whom the Facility Tenant/Facility User is responsible for by law. The Town shall not be held responsible for any loss or damage to property belonging to the Town, except as arises due to the fault or negligence of the Town.

**NOTICES**

24. Any notice to be given by one party to this Agreement to the other shall be in writing and either be delivered personally or mailed by pre-paid registered mail to the other party at the address shown below. Notice given in any such manner shall be deemed to have been received by the party on the day of delivery or upon the seventh (7<sup>th</sup>) day after the date of mailing provided that normal postal service is in existence at the time of mailing and for seven (7) days thereafter.

**Notice shall be given to the Town at:**

Town of Mayerthorpe  
 4911 - 52 Street  
 PO Box 420  
 Mayerthorpe, AB, T0E 1N0

**Notice shall be given to the Facility Tenant/Facility User at:**

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

*The parties accept this Rental Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.*

**Town of Mayerthorpe** \_\_\_\_\_

**Facility Tenant:** \_\_\_\_\_

**Name of Organization**

**Signature:** \_\_\_\_\_

**Print:** \_\_\_\_\_

**Position:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Print:** \_\_\_\_\_

**Position:** \_\_\_\_\_

*Mayerthorpe Exhibition Centre Operations Policy VII-006 is attached for reference.*

**Mayerthorpe Exhibition Centre**  
**ICE BOOKING FORM**  
**"Schedule C2"**

---

Mayerthorpe Community Services would like to ensure the arena schedule meets the needs of all user groups. In order for us to allocate ice as equitably as possible, please complete this form and return it to our office no later than **August 1, 20** \_\_\_\_.

This information will be used to develop the Master Ice Schedule for the entire season. Once established, user groups schedule their own games, events and practices within their allotted ice time. Tournament dates and times should be reserved in advance and also form part of the Master Schedule.



Facility users not able to use an ice Booking from the Master Schedule, may cancel/release their allotted ice with written notification provided a minimum seven (7) days in advance of the booking date. User groups will be required to pay the associated rate for any regular or tournament bookings where seven (7) days notice is **not** provided and the Town is not able to re-sell the ice.

Please note: The arena will be operational from {insert date} to {insert date}, inclusive.  
Ice Arena Booking Requests will not be accepted on the following dates and/or times.

- Christmas Day, Boxing Day, Good Friday and/ or Easter Sunday
- \_\_\_\_\_

**1. Group Information (you may attach an additional sheet if necessary)**

Group/Team/Organization Name: \_\_\_\_\_

Ice Scheduler: \_\_\_\_\_ Email: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ Billing Address: \_\_\_\_\_

\_\_\_\_\_

Daytime Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Alternate Contact: \_\_\_\_\_ Email: \_\_\_\_\_

Daytime Phone: \_\_\_\_\_ Evening Phone: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

**Mayerthorpe Exhibition Centre  
ICE BOOKING FORM  
"Schedule C2"**

---

**2. Preferred bookings for the regular season:**

Start Date	End Date	Day	Start Time	End Time

**2. Tournament bookings for the regular season:**

Tournament	Start Date	End Date	Start Time	End Time

Please list any dates falling within your regular schedule that you will not require:

Authorized Ice Scheduler: \_\_\_\_\_

Received by: \_\_\_\_\_

Ice Scheduler Signature: \_\_\_\_\_

Date Received: \_\_\_\_\_

**Mayerthorpe Exhibition Centre  
CONDENSED RENTAL AGREEMENT  
Schedule D**

Between  
Town of Mayerthorpe  
4911 – 52<sup>nd</sup> Street, Box 420  
Mayerthorpe, Alberta  
T0E 1N0 , (780) 786-2416

Facility Tenant/Facility User  
\_\_\_\_\_  
\_\_\_\_\_  
and \_\_\_\_\_  
\_\_\_\_\_  
**(Name, address, phone number)**

**GENERAL PROVISIONS:**

1. The rental period shall be from \_\_\_\_\_ on \_\_\_\_\_ through to \_\_\_\_\_ on \_\_\_\_\_, inclusive.
2. The rented area in the Facility shall be: \_\_\_\_\_.(Describe)
3. The rental cost shall be \_\_\_\_\_ plus GST of \_\_\_\_\_ for a **total of \$**\_\_\_\_\_.
4. The Booking of the rental area is not confirmed until this rental contract is signed and returned with the rental fee or \_\_\_\_\_.

**SPECIFIC REQUIREMENTS:**

5. The Facility User agrees to:
  - a. Set up and take down all decorations and all tables & chairs
  - b. Sweep all floors, wet mop all spills or dirty floors, empty all trash cans, sweep up any smoking litter, remove all garbage to the provided dumpsters
  - c. Report any damages to the Facility Monitor
  - d. Use only fun tack, painter’s masking tape, magnets or T bar track hooks to secure decorations or signs
  - e. Have no alcohol at the event
  - f. Leave the premises in an “as received” condition
  - g. Follow direction of the Facility Monitor
  - h. Report any acts of violence or personal injury to the R.C.M.P. immediately
  - i. Abide by all requirements outlined in the Mayerthorpe Exhibition Centre Operations Policy VII-006 attached.
  - j. Not assign this agreement without prior written consent from the Town.
  - k. The Facility User is responsible for all costs related to any and all damages (including repair and/or or cleaning costs) occurring during their event.

**ADDITIONAL INFORMATION:**

6. The Town of Mayerthorpe will not accept responsibility for any theft or loss to contents and equipment incurred by the Facility Tenant or Facility User under any circumstance.
7. This event will be described on the Town of Mayerthorpe calendar as “**Private Booking**” or \_\_\_\_\_ pursuant to FOIP legislation.
8. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**HOLD HARMLESS AGREEMENT:**

The Facility Tenant/Facility User agrees to indemnify and save harmless the Town from and against all liabilities, damages, costs, claims, suits, actions, or causes of action by any person arising from the acts or omissions of the Facility Tenant/Facility User employees, servants, agents, contractors, invitees, directors or any person for whom the Facility Tenant/Facility User is responsible for by law. The Town shall not be held responsible for any loss or damage to property belonging to the Town, except as arises due to the fault or negligence of the Town.

The parties accept the terms and conditions of this Rental Agreement this \_\_\_\_\_. (enter date)

**Town of Mayerthorpe:**

**Facility Tennant /Facility User:**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print: \_\_\_\_\_

Print: \_\_\_\_\_

Position: \_\_\_\_\_

Date: \_\_\_\_\_

**OFFICE USE ONLY:**

DATE	AMOUNT	GST	Total	INVOICE NUMBER	GL CODE	DESCRIPTION
	\$	\$	\$			Date Rental Fee Paid

Note: This form is used for facility rentals including those ice usages which do not require the Facility User to provide insurance or a Damage Deposit, or for those events not involving alcohol and food preparation (ie: birthday parties, meetings).

**MEMORANDUM OF SIGN ADVERTISING AGREEMENT**

BETWEEN:

**TOWN OF MAYERTHORPE**

OF THE FIRST PART

- and -

\_\_\_\_\_(Lessee)

OF THE SECOND PART

RE:

**SPONSOR SIGN LEASE AGREEMENT  
FOR THE MAYERTHORPE EXHIBITION CENTRE**

Town of Mayerthorpe  
Box 420  
Mayerthorpe, Alberta  
TOE 1N0



NOW THEREFORE THIS AGREEMENT WITNESSETH that the Parties hereto in consideration of the mutual covenants and agreements hereinafter set forth, covenant and agree with each other as follows:

### Definitions

- 1) **Facility** shall mean the Mayerthorpe Exhibition Centre, together with the Lands and all equipment, furnishing, installations and appurtenances to the facility and improvements to the Lands.
  
- 2) **Lands** shall mean those lands upon which the Facility is to be developed and which are legally described as follows:  
  
Plan 4695NY  
Parcel A  
Excepting thereout all mines and minerals.
  
- 3) **Signs** shall mean the sign or signs installed, repaired, maintained and used by the Town on, in or around the Facility pursuant to the terms and conditions of this Agreement.

### Consideration

- 4) The Lessee agrees to pay the annual lease rate of \_\_\_\_\_ (\$ ) per year before GST, for a sign \_\_\_\_\_ in size, as outlined in the Town's Miscellaneous Rates and Fees Bylaw for the period January 1 to December 31.
  
- 5) The Lessee agrees to prepare, at its own expense, an advertising sign, to be installed by the Town and agrees to pay the installation fee of Fifty Dollars (\$50.00).

### Terms and Conditions

- 6) The Lessee agrees that the sign will be prepared in accordance to the standards of the signage system located in the Facility and will be of good quality.
  
- 7) The Town, at its sole discretion, may refuse to install any sign which is found to be defamatory, obscene, unpleasant, or of poor quality.
  
- 8) The Town agrees that in the installation, repair, maintenance and use of the Signs, the Town shall:
  - a) Comply with all laws, ordinances and regulations made respecting the Signs;
  - b) Indemnify the Sponsor against all claims for damage to persons or property which may result from the installation, repair, maintenance or use of the Signs; and
  - c) Make all repairs to the Facility and the Lands which may be necessary by reason of the installation, repair, maintenance and use of the Signs.

- 9) The Signs shall remain the property of the Town and may be removed by the Town or the Sponsor at any time upon 30 days written notice to the Sponsor.

**General Provisions**

- 10) Lighted signs are not permitted.
- 11) The allocation of installation space will take place on a “first come – first served” basis.
- 12) This Agreement shall be governed by and subject to the laws of the Province of Alberta.
- 13) This Agreement embodies the entire Agreement between the parties regardless of any oral agreements or understanding which may presently or hereafter exist between them. Any modifications to this Agreement must in writing and signed by the parties hereto or shall have no effect and shall be void.
- 14) This Agreement shall ensure to the benefit of and be binding upon the heirs, executors, administrators and assigns of the parties to it.

IN WITNESS WHEREOF the parties have executed this Agreement on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

TOWN OF MAYERTHORPE

Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

WITNESS:

WITNESS:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature