

# Policy Manual

# PEMBINA PLACE – OPERATIONAL **POLICY**

APPROVED

RES. NO.:

11-258

DATE:

Sept. 20/11

**REVISED** 

RES. NO .:

12-056, 12-071, 12-115, 13-032, 13-161, 13-365, 14-030, 14-047, 14-083, 15-074, 15-216, 16-208, 16-283, 18-154

DATE:

Mar. 20/12, Apr. 3/12, May 1/12, Feb. 5/13, June 4/13, Dec 17/13, Feb 18/14, Mar 3/14, May 6/14, Apr. 7/15,

Nov 3/15, Sept. 6/16, Nov.1/16, June 19/18

Signature of Approval of Authorized Personnel:

POLICY STATEMENT: Pembina Place 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.

REFERENCE:

Municipal Government Act of Alberta, RSA 2000, Chapter M-26

Alberta Gaming and Liquor Act, RSA 2000, Chapter G-1

Public Health Act of Alberta, RSA 2000, Chapter P-37

### **PROCEDURES:**

### A. INTERPRETATIONS:

"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 amount required to hold a Booking for the renter. It shall be one hundred percent (100%) of the total Rental Fee, subject to GST.

"Booking Process" refers to the advance registration of an event by means of a Booking Fee being paid in advance of the event and the Damage Deposit being paid fourteen (14) days prior to the scheduled event. This process also includes the Tentative Booking Period.

"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.

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- "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 Pembina Place whether owned by the Town, rented from a third party or owned by a tenant of Pembina Place.
- **"Event"** means any cultural, recreational, business, or social occurrence at Pembina Place. This may be hosted by the Town or other independent agency or organization.
- "Facility" means Pembina Place, 4944 53rd Street, Redwater, Alberta, T0A 2W0
- "Facility Administrator" means the "Recreation Facility Administrator" hired by the Town to oversee the daily operations of the Facility.
- "Facility Privilege" means the ability of an individual to enter into Pembina Place.
- "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-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 Pembina Place 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.
- "Pembina Place" means the building and land located at 4944 53rd Street, Redwater, Alberta. It does not include the outdoor skating rink or land used for the golf course and golf course out buildings.
- "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, or Condensed Rental Agreement (attached as "SCHEDULE A, B, C, and D").

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"Rental Fee" means the cost to a Facility Tenant or Facility User for renting a specific area of Pembina Place for a specific time allotment. Current Rental Fees are identified in the Fees and Charges Policy.

"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 from their Booking to an individual team.

"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 Redwater.

#### B. GENERAL

# 1. Facility Operational Hours, Schedules and Closures

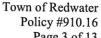
- a) The hours of operation for the Facility are based on the needs of Facility Tenants and Facility Users. Normal administration business hours at Pembina Place are Monday to Friday from 8:00 am to 4:30 pm. Subject to B.1.b) below, events are scheduled seven days a week. Events will not commence prior to 7:00 am and must conclude by 2:00 am.
- b) Pembina Place 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. The Facility may close early on statutory holidays unless Bookings are requested.
- c) All Major Events scheduled at the Facility will be posted on the Town web page at www.redwater.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) Each year prior to April 1st, elected officials of the Town will adopt by resolution, a 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 Bylaw.

- b) There will be no Rental Fee charged for community groups participating or partnering in the Kris Kringle and Discovery Day events provided that the Town is a participant. This shall not apply to community groups that host an event in which alcohol is involved.
- c) Subject to the provisions of the Fees and Charges Policy, Facility Users or Facility Tenants are able to rent some or all of the Facility when available.
- d) The Booking Process 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.
- e) 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.
- f) 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.
- g) Cancellations of Bookings will be charged according to the corresponding fee found in the Fees and Charges Bylaw. 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 Agreement.
  - Rescheduling or transferring a Booking will only be considered once.
  - Cancellation and rescheduling provisions contained in this section only apply to room rentals.
- h) Portable electronic equipment, flip charts, white boards, extension cords and related display items are not included in the Facility Rentals. Fees for renting these items are outlined in the Fees and Charges Policy.



- i) 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 910 apply to all such additional space requests.
- j) 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.
- k) The Facility Administrator and/or the Community Services Manager 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.
- 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 Community & Protective Services General Manager.
- 6. Any appeal of suspension must be made in writing to the Town Manager and be received within fourteen (14) days of the suspension implementation

and 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.
- 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, locker rooms, cloak 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 Pembina Place's Arena lobby bulletin board, within affected areas of the Facility and posted on the Town's website www.redwater.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 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.
- q) Pembina Place 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
- r) No overnight camping will be allowed except as provided for in Section D.

### 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.
- 4. Claimed items will be logged into a "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. CULTURAL CENTRE RENTAL

1. The Damage Deposit is set at \$350 for Level 1 event and at fifty percent (50%) of the total Rental Fee for Levels 2 and 3 events as per the Fees and Charges Bylaw. The Damage Deposit, minus any claims, will be refunded by a Town cheque within twenty-one (21) days of the end of the rental.



- 2. 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.
- 3. 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, supervision, over service, underage consumption, and prominent posting of the liquor license or permit in the area where liquor is being dispensed.
- 4. All Events or Major Events involving liquor, food service or a heightened risk, in the opinion of the Community Services Manager, 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 or www.insurance-canada.ca.
- 5. Requests for relief will only be considered by the Town Manager if a Booking Fee has been paid and a Rental Agreement signed. Except for extenuating circumstances (i.e.: funeral), a request for relief will not be considered within twenty-one (21) days of an Event or Major Event taking place or after an Event or Major Event has concluded.
- 6. In most cases, access will be provided by on-site staff. 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.
- 7. Overnight camping is not allowed at Pembina Place unless the following conditions are met:
  - a. The Town campground, located at the corner of 53<sup>rd</sup> St. & Hwy. # 38, is full.
  - b. The camping is only for the one night of the Event or Major Event.
  - c. The trailer is attached to the towing unit to facilitate easy removal in the event of an emergency.
  - d. Parking is restricted to the South end of the facility.
  - e. Facility power and water is not utilized.
- 8. Cultural Center rentals do not include the cost of risers, dividers, or divider draperies. Rental Fees for these items are included in the Fees and Charges Policy.

#### E. 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 24 consecutive hours, and the Equipment & Supplies Rental Agreement is attached as "SCHEDULE B". Fees for renting are contained in the Fees and Charges Policy.

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

#### F. 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: Redwater Minor Hockey Association and/or Youth Organizations
  - c) 3rd Priority: Redwater and area Adult Organizations and Groups
  - d) 4th Priority: All other Facility Users
- 3. Final approval of the Master Schedule rests with the Community Services Manager. This will include resolution of any conflicts that arise.
- 4. 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.
- 5. 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 after this deadline will be considered on a "first come, first served" basis. The ice Booking request form is attached as "SCHEDULE C2".
- 6. The Town books ice usage, it does not provide scheduler services for Facility Users or Facility Tenants.
- 7. Where a Booking request conflict arises in the development of the Master Schedule, and the requests in question are determined by the Community & Protective Services General Manager as equally justifiable, the higher priority ranked Facility User or Facility Tenant will be provided the ice time.
- 8. 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.
- 9. 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.
- 10. 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 contacts (President and Ice Scheduler) should also be submitted to the Town Facility Administrator. The ice scheduler for each Facility User or Facility Tenant will communicate directly with the Facility Administrator for any Booking changes. All changes are to be made by email or written letter to the Facility Administrator. Only requests received from a designated ice scheduler will be acted upon by the Facility Administrator.
- 11. 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 Tennant or the Facility User as required, extra costs will be assessed to the Facility Tennant or the Facility User based on the hourly rate charged.
- 12. 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.
- 13. 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 Facility Administrator by email or in writing, to release the ice to other Facility Users or Facility Tenants. Notifications received a minimum of seventy-two (72) hours in advance of the Booking date may be re-allocated by the Town without cost to the Facility User or Facility Tenant. Notification received with less than the seventy-two (72) hours notification period 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.



- 14. 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.
- 15. For staffing purposes, the specific schedule for each tournament must be provided fourteen (14) days in advance to the Facility Administrator. Tournaments may be cancelled up to seventy-two (72) hours in advance without penalty or advance notice requirement. Tournaments cancelled after seventy-two (72) hours will be billed at the applicable rate unless the ice time is resold to another Facility User or Facility Tenant.
- 16. 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. If 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.
- 17. Dressing rooms are to be left in a clean and tidy manner. Dressing rooms will be inspected by the Facility Administrator. Facility Users or Facility Tenants will be charged for actual costs incurred for extra ordinary cleaning or damages of dressing rooms caused by the Facility User or Facility Tenant.
- 18. All fees and costs are outlined in the Fees and Charges Policy.

#### G. LICENSED EVENTS

- 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 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. Facility Users or Facility Tenants will endeavor to prominently display telephone numbers for local taxi firms and will provide incentives that support a designated driver program.
- 6. 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.palcanada.com or www.insurance-canada.ca.

- 7. Any damage, cleaning or repairs costs outside normal wear and tear to the Facility will be charged against the Damage Deposit.
- 8. 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.
- 9. If outlined in the Rental Agreement, 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.
- 10. 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.
- 11. 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.
- 12. 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.

#### H. PHOTOGRAPHY & VIDEOGRAPHY

- 1. Pembina Place 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 H. 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 H. 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.
- 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.

### I. 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.

