

Conditions of Use

P.O. Box 1260, Banff, Alberta T1L 1A1

The Conditions of Use are in addition to the Town of Banff bylaws that govern appropriate activities and behaviors in Town of Banff facilities. It is the sole responsibility of the persons hereby referred to as 'the Renter' to familiarize themselves with the Conditions of Use and bylaws. The Renter agrees to abide by the following rules and regulations:

Renter Responsibility

1. The Renter shall indemnify and hold harmless the Town of Banff for:
 - a) Damage or expense sustained by the owner/operator of the facility.
 - b) Any claim to which the owner/operator of the facility may become liable by reason of personal injury or property damage sustained by any person participating in the activity, a spectator, or any other person attending at the facility during the term of the Rental Contract.
 - c) Any personal injury or property damage suffered by anyone from a breach of item a and b.
 - d) Lost or stolen articles.
2. The Renter shall restrict their use, and the use of others in their group, only to the facility, room, or space that they have booked. All bookings must stay within their allotted time period as indicated on their contract.
3. The Renter shall be responsible for the orderly behaviour of all persons affiliated with their booking, including the supervision of minors, and shall ensure that the facility and equipment is used only for the purpose listed on the Rental Contract.
4. The Renter is responsible for all equipment used and must return it in the same condition. Replacement costs for lost or damaged equipment will be charged back to the Renter.
5. Damages or accidents must be reported to Town of Banff Facility Booking staff within 24 hours (403-762-1113) and the Renter may be asked to complete an Incident Report Form. All participants must agree to fully and promptly obey any and all lawful orders given by emergency personnel and all Town of Banff staff.
6. Pets (with the exception of aid dogs), smoking, bicycles, skateboards, and roller blades are prohibited in all facilities.
7. In the event a facility key is needed the renter is required to leave a \$50.00 deposit to secure the return of that key.
8. The Renter is responsible for acquiring the proper approvals and or licensing of any aspect of the event from regional, provincial, or other government and non-government bodies. Copies of appropriate licenses must be provided to the Town of Banff in advance of the event.



Insurance and Additional Permits

1. For higher risk bookings and those that include a request for alcohol, a certificate of Insurance is required showing a minimum of \$2 million in General Liability. It must name The Town of Banff and Her Majesty the Queen in the Right of Canada as represented by the Parks Canada Agency as additional insured.
2. For special event bookings, a certificate of Insurance is required showing a minimum of \$5 million in general liability coverage. It must name The Town of Banff and Her Majesty the Queen in the Right of Canada as represented by the Parks Canada Agency as additional insured.
3. Bookings that include alcohol and/or gaming must adhere to Alberta Liquor and Gaming regulations. Consumption of alcoholic beverages is permitted in licensed areas only.



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Payment and Cancellations

1. Payment for facility bookings is due in advance, subject to the payment schedule set by the Facility Booking staff. MasterCard, Visa, debit, cheque or cash are accepted.
2. Rental Contract changes or cancellations must be received no less than 30 days prior to the date reserved unless otherwise specified in the Contract. Failing this, the Renter will be held responsible for payment, or additional administrative fees.
3. Adjustments to the contract after confirmation will cost \$25/transaction.
4. Facility bookings require full payment at time of booking.
5. For larger scale rentals valued at greater than a \$1000, special payment provisions may apply. The minimum payment is \$1000 or 25% of the total booking, whichever is greater.
6. Cancellation of your booking will result in 25% of your rental, and if cancellation is less than 30 days from date of event, no refund will be issued.
7. Failure to comply with the Conditions of Use will result in cancellation of bookings and loss of payment.
8. For arena bookings, please refer to the Ice Allocation Policy.
9. The Town of Banff reserves the right to cancel any or all booked time.

Outdoor Facilities

In addition to the above Conditions of Use the following apply to all outdoor facilities:

1. Vehicles are not permitted on any turf area under any circumstances.
2. Place all garbage in the containers located nearby and recycle where appropriate.
3. Banff National Park and Town of Banff regulations forbid throwing or using anything that may be an animal attractant (eg. rose petals, rice, etc.) or litter (confetti).
4. Amplified music or noise is permitted but must adhere to our Town of Banff bylaws.
5. Chairs, tents and decorating are permitted with prior approval from Facility Bookings.
6. All areas must be left as found.

Tunnel Mountain reservoir

1. This is an un-serviced area with no power, washrooms, or shelter. There is limited parking and we do not recommend this location for groups above 150. The gate and driveway to the pumping station are not accessible.

Recreation Grounds

1. In the case of inclement weather, users must call the recorded message at 403.762.1235 for closure information. Under no circumstances will the Renters be permitted to use the area once it has been closed.
2. In the shelters, please double check that the fire is out in the woodstoves and that any extra wood is returned to the woodpile.

