

# 2019 Recreational Facilities Rental Application



Invoice # \_\_\_\_\_

## BOOKING INFORMATION

Main Contact:		Date of application:     /     /
Organization:		Banff Business License #:
Mailing Address:		
City:	Province:	Postal Code:
Email:		Cell: (     )
Alternate Contact:		Alternate Contact Phone: (     )

## INFORMATION ABOUT THE BOOKING

*It is the renter's responsibility to request adequate set-up and take-down time. The renter will only be permitted on-site during the times contracted.*

Name of Booking:		Estimated #. Of Guests:		
		_____18+ + _____under 18 = _____ people		
Day (s) and Date (s) of Booking:		Start time:	End time:	
<input type="checkbox"/> Corporate	<input type="checkbox"/> Private	<input type="checkbox"/> Tournament	<input type="checkbox"/> Special Event	
<input type="checkbox"/> Other: _____				
Facilities	Hours Requested <i>(minimum 2 hours)</i>	Hourly Rate		Total
		Resident	Non-Resident	
<input type="checkbox"/> Protection Mt. Shelter <i>(key to be picked up at Town Hall)</i>	_____ x	\$ 32	\$40	= _____
<input type="checkbox"/> Little Bow Shelter	_____ x	\$ 25	\$35	= _____
<input type="checkbox"/> Norquay Shelter	_____ x	\$ 25	\$35	= _____
<input type="checkbox"/> Ball Diamond Sulphur	_____ x	\$ 40	\$45	= _____
<input type="checkbox"/> Ball Diamond Bourgeau	_____ x	\$ 40	\$45	= _____
<input type="checkbox"/> Ball Diamond Rundle	_____ x	\$ 40	\$45	= _____
<input type="checkbox"/> Soccer / Rugby Field	_____ x	\$ 30	\$51	= _____
<input type="checkbox"/> Basketball Court	_____ x	\$ 32	\$40	= _____
<input type="checkbox"/> Tennis Court	_____ x	\$ 32	\$40	= _____
<input type="checkbox"/> Tunnel Mountain	_____ x	\$ 140	\$250	
<input type="checkbox"/> Central Park Gazebo	_____ x	\$ 135	\$220	
<b>TOTAL:</b>				

Please indicate all activities that will apply to your event. Depending upon activities, applicants may be required to supply additional documentation before final approval may be issued (i.e. insurance, liquor permit, etc.)

Alcoholic Beverages:     Yes      No      Vendor: \_\_\_\_\_

Food Service:            Yes      No      Vendor: \_\_\_\_\_

Other: \_\_\_\_\_        Yes      No      Vendor: \_\_\_\_\_

## INSURANCE and LICENSING

The Renter is required to provide a certificate of insurance prior to commencement of the rental. The certificate of insurance must include:

- A minimum \$2 million (per occurrence) of General Liability coverage and
- The Town of Banff and Her Majesty the Queen in the Right of Canada as represented by Parks Canada Agency must be named as additional insured with no limitation on the scope afforded.

It is the renter's responsibility to ensure that all required insurance or licenses are secured and provided to the facility booking staff **prior** to the event (i.e. Liquor License, and Liability Insurance).

Town of Banff business licenses are required for vendors contracted by facility renters. The Renter is responsible to inform the Town of Banff of all vendors supplying services to the booking. For more information about business licensing please contact 403-985-9016.

## RULES & REGULATIONS

The Renter agrees to follow the rules and regulations outlined below:

- I. The Renter shall restrict the use by participants and/or attendees to the rental space.
- II. The Renter shall be responsible for ensuring the safe, responsible and respectful use of the rental by the participants and/or attendees.
- III. The Renter shall ensure that any damages to the rental space is reported to Town of Banff and the Renter shall be charged for the cost of replacement and/or repairs for such damages.
- IV. Warm-ups, meetings, setup and takedown, etc. times must be within the times specified in the rental.
- V. The Renter accepts the rental space "as is, where is".
- VI. The Renter shall not make or erect any installations, alterations, modifications, or additions to the rental space without prior written consent from the Town of Banff
- VII. Where applicable, the Renter is responsible for obtaining a license from SOCAN when using music, live or recorded, during the rental.
- VIII. The Renter will take reasonable steps to ensure that no unauthorized persons enter the rental space during the time of the rental.
- IX. The Renter shall use the rental space for the Purpose of Use and for no other purposes. The Renter shall not permit the use of the rental space by any other person without prior written approval of the Town of Banff.
- X. The Renter shall not sell or distribute food and/or beverages for consumption and/or sell goods or services without the permission of the Town of Banff and then only after securing the necessary permits and/or licenses.
- XI. The Town of Banff may take a percentage of ticket sales or revenues for commercial events and/or bookings.
- XII. The Director of Community Services may at any time cancel the Rental Contract with or without cause.
- XIII. The Renter shall ensure that all participants and attendees adhere to the zero tolerance regarding consumption of alcohol in non-licensed areas.

*Representatives of the Town of Banff may remove participants and/or attendees who are believed to be in violation of the above specified rules and regulations. The Renter and its participants who have violated the above rules and regulations shall additionally forfeit their performance deposit. Repeat violations (more than two) will further result in loss of booked time, with no refund for booking fees paid.*

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The Renter agrees to abide by applicable federal, provincial and Town of Banff bylaws, regulations and corporate policies. In addition:

- I. The Renter agrees to use the rental space at their sole risk.
- II. The Renter understands that the personal information collected in the process of issuing the rental permit is obtained under the Freedom of Information and Protection of Privacy Act and is necessary for the issuance of such rental contract/permit.
- III. The Renter is responsible for obtaining the necessary insurance (inclusive of general liability insurance) for the duration of the Rental.
  
- IV. The Renter shall indemnify and hold harmless each of the Town of Banff and its elected officials, officers, employees and agents from and against any and all claims, actions, demands, damages, losses, liabilities and expenses arising out of or as the result of:
  - i. Any breach, violation or non-performance of the terms and conditions on the part of the Renter as set out in this Rental Contract;
  - ii. Any damage to property occasioned by the use of the rental space by the Renter, its employees, volunteers, members, coaches, participants, guests and invitees;
  - iii. Any injury, illness or death of any person or any damage to property or other losses arising from or resulting from the use of the rental space by the Renter, its employees, volunteers, members, coaches, participants, guests and invitees;
  - iv. Any act or omission (including theft or negligence) on the part of the Renter, its employees, volunteers, members, coaches, participants, guests and invitees; *and/or*
  - v. Any breach of any intellectual property rights arising from or resulting from the use of the rental space.

## CHANGES / CANCELLATION

If the Renter provides written notice of cancellation 30 days from the date of rental, 75 percent of the rental payment will be refunded. If a cancellation or reduction in rental time is within 30 days of the rental, no refund will be issued. A \$25.00 administrative fee will be charged for all rental changes and cancellations (per occurrence).

## PAYMENT

Full payment is required at the time of booking to confirm your rental.

*\*Note: Bookings that exceed \$1000 are considered a unique booking and require a minimum deposit of \$1000 or 25% of the total booking, whichever is greater. The balance is then due 30 days prior to the booking start date.*

A damage deposit will be charged to the Renter two days prior to the rental and is conditionally refundable provided there is no damage to the facility or equipment as a direct result of the rental and if the Renter and its participants fully adhered to the Rules and Regulations.

**I (the Renter) certify that I have read the above guidelines and agree to conform hereto and to be strictly bound thereby. By signing below I acknowledge that failure to comply with the above will result in a cancellation of rental and loss of payment.**

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Signature of Applicant

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Date