

## Facility Rental Permit Terms and Conditions

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The City of Red Deer bylaws and regulations govern appropriate activities and behaviour in parks and facilities, and all permit holders are required to abide by these bylaws and their regulations. In addition to the conditions of use on the face of this document, the following terms and conditions apply to the use of the facility for which this permit is issued:

**1. Permit Holder:** The booking must be arranged by a person(s) of the legal age of 18 years ("Permit Holder"). Subsequently, the permit will be issued to and executed by the Permit Holder.

**2. Changes to Permits (by Permit Holder):** Cancellation and Turn-Back notice requirements vary depending on the type of the booking and season. Please review your **Conditions of Use** listed on your rental permit for these specific terms. Failure to meet these timelines will result in the Permit Holder being charged the full cost of the rental.

**3. Changes to Permits (by The City of Red Deer):** The City of Red Deer ("The City") reserves the right to cancel or amend this permit in advance of the date should special circumstances arise. In these circumstances, a full credit or refund will be made to the Permit Holder or alternate date(s) may be provided where possible.

**4. Obligations of Permit Holder:** The Permit Holder shall:

- a) be responsible for the actions and safety of those who use the facility during the time of rental;
- b) pay for the reasonable costs of any damage caused to the facilities by their actions or the actions of those who use the facility during the time of rental and report any facility damage and / or any potentially dangerous situations to The City;
- c) take reasonable steps to ensure that no unauthorized persons enter the facility during the time of the rental;
- d) ensure that an adult is present at the facility during the activity or event when the facility is being used by the persons under the legal age of 18 years;
- e) abide by all facility and fire regulations, and any other safety regulations;

**5. Termination:** This permit may be cancelled at any time with no further obligation on the part of The City if, in the opinion of The City, the conduct of those using the facility is not satisfactory.

**6. Indemnification:** Each party shall indemnify and save harmless the other party from and against all actions, causes of action, suits, demands, payments, judgments or settlements including solicitor costs which arise from their use or the use of the facility, except where such actions arise from the negligence of the other party.

**7. Insurance:** Organizations renting facility space through The City are required to obtain and provide to The City a copy of general liability insurance of not less than Five Million Dollars (\$5,000,000) per occurrence and such insurance shall include The City as an additional insured. This insurance must not have a participant's exclusion.

**8. Ticket Sales / Admissions:** Organizations / individuals charging admission to events in City facilities are responsible for ticket sales. The City will take a percentage of any gate admissions charged to participants / spectators.

**9. Alcoholic Beverages, Cannabis and Tobacco Products:** Alcoholic beverages are not permitted in any facility unless specifically approved in writing and subject to compliance with applicable regulations. The City will take a percentage of any alcohol sales. Tobacco/Cannabis products are not permitted in any facility.

**10. Assignment:** No Permit Holder may transfer, assign or sublet their interest in a City facility without the express written consent of The City.

**11. Reservation of Rights:** The City reserves the right to administer concession rights, including food, beverage and parking privileges.

**12. Personal Effects:** The Permit Holder assumes all responsibility for any goods, materials or personal effects that may be placed in storage or lost and found with The City before, during, or after the rental period.

**13. Governing Law:** The Laws of Alberta and the sole jurisdiction of the Courts of Alberta shall apply to this permit.

**14. Privacy:** The personal information on this form is collected under the authority of the Municipal Government Act (Section 3) and is protected under the provisions of the Freedom of Information and Protection of Privacy (FOIP) Act. The information collected will be used for the purpose of administering City recreation facility bookings. If you have any questions about the collection, use and protection of this information please contact The City of Red Deer Recreation Superintendent at the Recreation Centre. By phone: 403.309.8411. By mail: Box 5008 Red Deer, Alberta T4N 3T4. In person: 4501 47A Avenue, Red Deer Alberta.