

Administrative Policy # 2019-03

Use of Digby Station Policy

1. Purpose:

The purpose of this Policy is to establish guidelines for the use of the Digby Station. The Digby Station is a Town facility which can be used by the Town of Digby, community groups and citizens to host events, meetings public hearings Etc.

2. Priority of Use:

- a) The Digby Station shall be made available based on the following priority scale:

First Priority: Town events and public meetings

Second Priority: Public meetings by other governmental organizations

Third Priority: Meetings of local community groups

Fourth Priority: Other uses

- b) The Town of Digby reserves the right to cancel any booked meeting, up to one hour prior to the scheduled booking time, if there is an urgent need for Digby Station for a higher priority use.
- c) The Town assumes no liability for displacing such groups or forcing cancellation and will not provide alternative accommodations at other Town facilities.

3. Booking Requests:

- a) A Digby Station Rental Agreement application shall be submitted to the Town of Digby's Executive Assistant, at least five business days prior to the booking date. The Digby Station Rental Agreement must be completely filled out. An applicant must abide by the terms and conditions of the Rental Agreement.
- b) The User must notify the Executive Assistant of any cancellation, of the event as soon as known, so that the Digby Station may be reassigned.

- c) Permission to use the Digby Station does not constitute an endorsement by the Town of the user's policies, statements or positions, or what is discussed while in the Digby Station.

4. Requirement For Insurance:

- a) The Town of Digby at its discretion may require the User to obtain insurance for their event.
- b) The required insurance shall include:
 - i. The User shall indemnify and save harmless the Town of Digby, its employees and agents, from and against all claims, expenses, actions, losses, costs and suits caused by or arising out of, directly or indirectly, the use of the Digby Station or by reason of any matter or thing done by or not done by the User, its employees or agents.
 - ii. The User shall, at its sole cost and expense, place and at all times maintain during the currency of the booking, general liability and property damage insurance. The User shall provide the Town with the confirmation of the insurance, including the insurance provider and the policy number, and a certificate of insurance naming the Town of Digby as additionally insured. Such policy shall be written on a comprehensive basis with coverage for any one occurrence or claim and not less than \$2,000,000.00.

5. Fees:

The following fees are payable at the time of booking:

- a) Booking Fee \$25.00 (refundable when key is returned)
- b) Security Deposit \$50.00 (Refundable)
- c) Rental fees (payable at the time of booking):
 - i. Half day (4 hours or less)- \$50.00
 - ii. Full Day (greater than 4 hours)- \$100.00
- d) At the discretion of the Chief Administrative Officer and/or Town Council rental fees may waived.

6. Room Condition:

- a) The Digby Station facilities must be returned to the original condition following use. The users will be responsible for any/all damages to the facilities.

- b) Users that damage or fail to properly restore the Digby Station to its original condition shall forfeit their Security deposit, for janitorial or other services required to restore the Digby Station to its original condition.

7. Room Capacity:

Under the National Fire Code of Canada, the Digby Station can accommodate the maximum number of occupants posted on the wall of the Digby Station. Any users of the Digby Station are required to comply with this regulation.

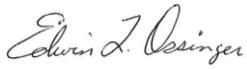
Clerk's Annotation for Official Policy Book

Date of Notice: February 19, 2019

Date of adoption: March 11, 2019

Policy effective date: March 31, 2019

I certify that this Administrative Policy # 2019-03 Use of Digby Station Policy was adopted by Council as indicated above.



Clerk

March 12, 2019

Date

Schedule A

DIGBY STATION RENTAL AGREEMENT

Please complete this form in BLOCK LETTERS and check for accuracy. Sign and return one copy to the Town of Digby, PO Box 579 Digby NS B0V 1A0 Attn: Executive Assistant.

Applicant/Organization Name: _____

Representative Name: _____

Email address: _____

Street Address /Box #: _____

Town/City / Prov. / Postal Code: _____

Day Phone: _____ Evening Phone: _____

Name of event: _____

Type of Event: _____

Approx. Number of Attendees: _____

Do you have Insurance to cover this event? Y N

NOTE: If you will be serving alcohol, you are responsible for obtaining SOP/liquor license, and for ensuring that proper insurance is in place.

Event Date(s)	Time Start	Time End

*For start and end times, please see note #5 on reverse side.

RENTAL RATE \$ _____ (\$ _____ per session x _____ sessions

I, the applicant/representative of the organization, hereby agree to meet the terms and conditions of this contract (see page 2) and agree to indemnify and save harmless the Town of Digby and all its employees and officers, from and against all claims, demands, losses, costs, damages, actions, suits or proceedings arising out of the use of the facility rented.

Applicant Signature _____ Date: _____

On behalf of the Town of Digby _____ Date: _____

TERMS AND CONDITIONS

1. A \$25 booking fee is required to secure a booking which is not refundable if the building key should not be returned.
2. Full payment, including a security deposit of \$50 made payable to The Town of Digby, must be received at time of booking the date of the function.
3. All functions must be completed according to the contract.
4. The Applicant/Organization renting the facility is responsible for set-up, take-down and cleaning up immediately after the function.
5. The hours specified on the preceding page should include set-up, take-down and clean-up time.
6. If clean-up conditions are not strictly adhered to, or if damage to the building or its contents occurs during the function, the security deposit will be forfeited at the discretion of the Chief Administrative Officer of the Town of Digby. The applicant/organization renting the facility will also be responsible for any damages in excess of the security deposit and will be charged accordingly.
7. It is the responsibility of the applicant/organization to contact the Executive Assistant or designate in order to arrange access to the building and to receive instructions as to the closing/locking of the building.
8. No intoxicating beverages will be allowed on the premises without a Special Occasion Liquor License obtained through Service Nova Scotia Alcohol, Gaming, Fuel & Tobacco. Obtaining this License is the responsibility of the applicant/organization and a copy of the License and proof of insurance must be provided to the Executive Assistant prior to the function.
9. No open flame candles are permitted in the building. Only battery-operated candles are permitted.
10. No smoking of tobacco and or cannabis is permitted in the building.

CLASSIFICATION: General Government – Administration

11. Pictures and /or art work must not be removed from the walls, nor any displays moved or altered in any way.
12. All exits must be kept free of obstruction.
13. Maximum attendance for all rooms will be governed by the National Fire Code of Canada, as posted on the wall.
14. All privately owned equipment and supplies are to be removed immediately following the end of the function.
15. The Town of Digby is not responsible for loss, damage or theft of articles, clothing or equipment belonging to the Applicant/organization or those attending the function.
16. The applicant/organization may be required to carry comprehensive general liability insurance. The insurance shall be carried for the entire period of the agreement and will have the Town of Digby shown as an additional insured to the policy with respect to the rental of the Digby Station. Proof of this insurance must be submitted by providing a certificate of insurance prior to the function.