



## 1. Policy Purpose

The purpose of this policy is to provide, maintain and establish guidelines for a Portable Stage that would be made available to Non-profit and Community Groups for use within the Town of Sedgewick; it will also be made available to approved entities within and outside of the Town of Sedgewick boundaries.

## 2. Definitions

**“CAO”** means the Chief Administrative Officer for the Town of Sedgewick.

**“Council”** means the Mayor and Councillors of the Town of Sedgewick.

**“For Profit”** means an individual, group, company, corporation, legal or non-legal entity, etc., established or operated with the intention of making a profit.

**“Non-profit/Community Group”** means a formal or non-formal group/organization whose operations are based out of Sedgewick and who benefit the community or greater good, not an individual.

**“Portable Stage”** means the Town of Sedgewick stage, including all components and accessories (Legs & Platforms, Risers, Skirting, Stairways and Storage Carts).

**“Renter”** means the organization/individual that will be taking control of the Portable Stage during the Term.

**“Term”** means the period of time that the Renter has possession of the Portable Stage. The Term shall not end until the Portable Stage has been returned and accepted by the Town of Sedgewick.

## 3. Guidelines

### 3.1. Eligible Renters

The Portable Stage will be rented on a first-come, first-served basis.

The Town of Sedgewick reserves the right to refuse any Renter who is not in good standing with regards to debts owed to the Town.

### 3.2 Eligible Locations

The Portable Stage must remain within the corporate limits of the Town of Sedgewick unless otherwise approved by Council.

Exterior use of the Portable Stage may be permitted with adequate shelter/coverage, as determined and approved of by the CAO.

### 3.3 Bookings

The Portable Stage will be booked through the Town office and may only be reserved up to six (6) months in advance of the Term. The Portable Stage must be reserved at least fourteen (14) days in advance of the Term or, at the discretion of the CAO.

The Portable Stage will only be available to rent when it is not otherwise being used by, or needed by, the Town. The Town reserves the right to refuse or cancel a booking under the following circumstances:

- the Town has a need for the Portable Stage;
- the Portable Stage is not in a condition to be rented out; or
- the Town does not have sufficient or trained staff on duty to release the Portable Stage

In these situations the Town will provide as much notice as possible.

### 3.4 Fees

3.4.1 The following fees shall apply:

	Local Non-Profit	For Profit/Out-of-Town
• Per Stage Panel (8'x4')	\$25/each	\$80/each
• Damage Deposit	<i>Equivalent to rental rate for all Rentals</i>	

3.4.2 Any damages to the Portable Stage structures/components will be invoiced to the Renter, and includes cleaning costs.

### 3.5 Agreement

Renters must enter into and sign a written agreement and pay the Damage Deposit, in order to confirm their booking.

The Renter is responsible for cleaning the Portable Stage at the end of the rental Term, if necessary and ensuring that the Portable Stage is in the same condition that it was when delivered. Renters will be charged the cleaning costs in the event that the Portable Stage is not returned in a clean condition.

The rental agreement drafted by the Town shall include at a minimum the following terms:

- Description of equipment
- Term of agreement and location of event
- All associated fees and terms of payment
- Restrictions and responsibilities for renting the equipment
- Agreement termination clause
- Indemnification clause
- Equipment inspection form
- Safe Operating Procedures

**3.6 Term**

The Term of rental shall not exceed four (4) days unless approved by the CAO or Council, as appropriate.

**3.7 Transit**

The Renter shall be responsible to transport the Portable Stage to and from the event location.

**3.8 Operation**

Usage of the Portable Stage will not be supervised by the Town of Sedgewick and the Renter shall be responsible for following the Safe Operating Procedures, as per the Equipment Rental Agreement, during the Term of the rental.



**3.9 Inspection**

A pre- and post-inspection shall be performed by Town of Sedgewick staff prior to and, following each rental. Any damage sustained during the rental, other than normal wear and tear, will be noted and certified by the Renter. "Normal wear and tear" shall mean only the normal deterioration of the rental equipment caused by ordinary, reasonable and proper use of the rental equipment. Damage which is not "normal wear and tear" includes, but is not limited to, cutting or tearing of material, bending/breaking legs, poles or stakes, damage due to overturning, overloading, exceeding rate capacities, breakage, improper use, abuse, lack of cleaning, contamination or dirtying of rental equipment with non-approved items such as chemicals, non-approved food, paint, mud, clay or other products. The Renter will be responsible for the cost to repair any damage or, if required, replace any part of the Portable Stage. Renters are also responsible for damages sustained during transport.

**4. Persons Affected**

Town of Sedgewick staff and the general public.

**5. Revision/Review History**

<i>August 23, 2018</i>	TOWN OF SEDGEWICK 
DATE	MAYOR
<i>August 23, 2018</i>	
DATE	CHIEF ADMINISTRATIVE OFFICER