



Barbeque Rental Policy

Parks and Recreation
Policy K1

Policy:	K1 – Barbeque Rental Policy
Policy Department(s):	Parks and Recreation
Adoption Date:	November 25, 2013
Adoption Reference:	CM20131125.1035
Effective Date:	November 25, 2013
Last Amended:	March 7, 2022

Policy Purpose

The purpose of this policy is to provide and maintain one bumper pull barbeque that will be available for use by community groups and not for profit agencies within the County of Grande Prairie No.1.

Policy Statement

To facilitate and collaborate with community fundraising and volunteer recognition opportunities by providing a bumper pull barbeque for community group use at special events.

Definitions

“Community Group” means the organization, formal neighbourhood association or informal group of people that would be responsible for hosting an event. Companies or corporations are not included in this definition

“County” means the municipality of the County of Grande Prairie No. 1 having jurisdiction under the Municipal Government Act and other applicable legislation.

“Not for Profit Agency” means a formal society, charity, committee or association registered under the Alberta Societies Act.

Policy Guidelines

1. The barbeque will be rented to organizations (defined as community groups, and not for profit agencies), hereinafter referred to as the “Renter” within the County of Grande Prairie No.1 on a first come first served basis.
2. The barbeque shall be booked through the Parks and Recreation Department and can only be booked up to one year in advance.
3. The barbeque must be booked a minimum of 14 days in advance.
4. The barbeque is not available to private individuals, companies or for profit organizations unless that organization is hosting a fundraiser for a registered charity or registered not for profit.



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5. The rental season is from May 1 until October 15 each calendar year.
6. Renters must have an anticipated attendance of 15 people or more at their event.
7. There will be no rental fee associated with the use of the barbeque.
8. Renters must sign the rental agreement form and provide a damage deposit prior to the barbeque leaving its storage location.
9. The barbeque will be available for a maximum of 4 hours at the site of the event. Transit time is not included.
10. The barbeque will be transported to the location of the event by a County vehicle operated by a County employee.
11. The barbeque will be supervised by the County employee for the duration of its rental. The employee will light the barbeque but is not responsible for operating, cooking or cleaning the barbeque or attachments.
12. Renters must comply with direction given by the County employee pertaining to safe operation of the barbeque (please see Safe Operating Guidelines in Schedule 'C' in the Equipment Rental Agreement).
13. The County Comprehensive General Liability coverage extends to the barbeque, however only covers occurrences where the County is found to be negligent. The Renter will be required to provide a minimum of \$2,000,000.00 per occurrence Comprehensive General Liability insurance insuring against bodily injuries and property damage including loss of use of the property. The policy shall carry a deductible of not more than \$1,000.00.
14. The County employee and the Renter will inspect the barbeque prior to, and following each rental (please see Schedule "B" in the Equipment Rental Agreement for Barbeque inspection checklist). Damages sustained during the rental while the barbeque is at the event location will be noted and certified by the renter.
15. Damages will be assessed whether they are due to normal wear and tear or due to negligence on behalf of the Renter. A recommendation to keep the full damage deposit or a portion thereof will be made to the Manager of Parks and Recreation if damages are due to negligence. The damage deposit will be held by the County until a decision is made by the Manager. If damages exceed the amount of the damage deposit the renter will be responsible for the additional cost over and above the deposit.
16. Renters are not responsible for damages sustained during transport.
17. The County will supply propane and cooking utensils.
18. The County will provide cleaning materials. The Renter is responsible for cleaning the grill, drip pan, and cooking utensils before it leaves the event location. Inadequate cleaning will result in forfeiture of the damage deposit.



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Attachments

Schedule A – Equipment Rental Agreement – County Owned BBQ

References

Legal Authorities	N/A
Related Plans, Bylaws, Policies, Etc.	B1 – Policy Development
Other	N/A

Revision History

Review Date	Description
March 7, 2022	Reviewed and Amended CM20220307.015
January 20, 2020	Reviewed and Amended CM20200120.003
November 25, 2013	Adoption Date CM20131125.1035



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Schedule A – Equipment Rental Agreement – County Owned BBQ

EQUIPMENT RENTAL AGREEMENT – COUNTY OWNED BBQ

BETWEEN:

[COUNTY OF GRANDE PRAIRIE NO.1]
(the “Owner”)

AND:

(the “Renter”)

of _____, Alberta

Fundraising for the _____
(Registered Charity or Non-Profit)

1. **Schedules** The following Schedules form part of this Agreement:
 - a. Schedule “A” – Additional Terms
 - b. Schedule “B” – Barbeque Inspection Form
 - c. Schedule “C” – Safe Operating Procedures

2. **Equipment** follows (the _____)
The equipment rented under this Agreement is described as
“**Equipment**”
Description:
 - (a) Bumper pull 4 burner BBQ

3. **Grant** The Owner has agreed to rent to the Renter, and the Renter has agreed to rent from the Owner, the Equipment, subject to the terms, covenants, and conditions contained in this Agreement.

4. **Term** The term of the rent under this Agreement will be from _____(time) on the ____ day of _____(month), 20__ (the “**Start Date**”) to _____(time) on the ____ day of _____(month), 20__ (the “**Term**”). For clarification, the Term of this Agreement shall not expire until the Equipment has been returned to and accepted by the Owner. *Please note the maximum rental time is four hours, not including travel time.

5. **Payment** The Renter will pay:
 - Damage deposit in the sum of One Hundred Dollars, payable upon execution of this Agreement.

6. **Insurance** Renter has \$2,000,000 Comprehensive General Liability and has provided documentation to the County of Grande Prairie.

Renter’s Initials



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- Renter does not have \$2,000,000 Comprehensive General Liability.
 - County of Grande Prairie has contacted Jubilee Insurance and requested that County Insurance be extended to cover this event.
7. **AHS Food** Renter completed a **Temporary Food Handling Permit** with Alberta Health Services and been approved. **NOTE:** The valid and approved permit must be on site and shown to the attendant. If it is not present, **you will NOT be permitted to use the Barbeque.**
8. **Equipment Inspection** The Renter and Owner will complete the Barbeque Inspection Form attached as Schedule "B" to this Agreement prior to taking possession of the Equipment, and again upon the return of the Equipment.
9. **Safe Operating Procedures** The renter agrees to read and comply with the Safe Operating Procedures attached in Schedule "C" and with all instructions related to transport, use, storage and operation of the equipment.
10. **Special Terms** In addition to all of the terms, covenants, and conditions contained in this Agreement, the Owner and the Renter agree to the following additional terms, covenants and conditions:

11. **Notice** Any notice to be given by the Renter to the Owner shall be in writing and delivered to the Owner's designated representative at the address shown below.
- Any notice to be given by the Owner to the Renter may be verbal or in writing and delivered to the Renter or any representative of the Renter at the address or phone number shown below.

**Intentionally left blank. Signatures on following page.*

_____ Renter's Initials



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Granted by:

SIGNED, SEALED and DELIVERED by the Owner, in the presence of:

Signature

[COUNTY OF GRANDE PRAIRIE NO.1]

Per: _____

Per: _____

Accepted by:

SIGNED, SEALED and DELIVERED by:

[NAME OF SIGNATORY], on his/her own behalf
or on behalf of corporate Renter if a validly
existing corporation in the presence of

Name: _____

Signature: _____

Address: _____

Phone Number: _____

[RENTER NAME]

Per: _____

Per: _____

Legal Land Description: _____

Renter's Initials



Equipment Rental Agreement – County Owned BBQ Schedule “A” – Additional Terms

1. Insurance, Operating Costs and Repairs

- 1.1. Exercise reasonable care in the use and servicing of the Equipment, and shall maintain, repair, overhaul, service and keep the Equipment in a condition equivalent to its condition at the Start Date, reasonable wear and tear only excepted, and in a fully operative condition and in good working order and ready for use for the intended purpose of the Equipment including, without restriction, replacing all damaged, lost or broken portions thereof with parts of equivalent quality.
- 1.2. The Equipment shall be at the risk of the Renter from the Start Date until the Owner takes physical possession of the Equipment and, except as hereinafter described, the Renter assumes the risk of liability and shall pay for any loss or damage arising from or pertaining to the possession or operation or use of the Equipment from any cause whatsoever and, without limiting the generality of the foregoing, liability or loss arising from fire, theft, loss, or destruction, of the Equipment or any part thereof.
- 1.3. In the event that the Equipment or part thereof is damaged, the Renter shall immediately notify the Owner, providing details of the damage suffered and the operable condition of the Equipment. Upon receipt of such notice, the Owner may, in its sole discretion, require the Renter to do any one or more of the following:
 - 1.3.1. Return the Equipment to the Owner for inspection, assessment and repair;
 - 1.3.2. Attend to the repair of all or any portion of such damage, as may be directed by the Owner;

all at the Renter's sole cost and expense.

2. Alterations

- 2.1. Except with the prior written consent of the Owner, the Renter shall not make any modifications or alterations to the Equipment. All modifications, alterations, parts, mechanisms, additions, and repairs made by the Renter to the Equipment shall be made at the Renter's expense and risk and the cost of rectifying them shall be borne by the Renter. The modifications, alterations, parts, mechanisms and repairs, whether conducted with or without consent of the Owner, shall immediately belong to and become the property of the Owner at no expense or cost whatsoever to the Owner.

3. Title to the Equipment

- 3.1. Title to the Equipment shall at all times remain in the name of the Owner. The Renter shall have no right, title or interest in the Equipment other than the right to maintain possession and use of the Equipment for the Term, subject always to the Renter's compliance with all terms, covenants, and conditions contained within this Agreement.

4. Renter's Covenants

- 4.1. So long as this Agreement remains in effect, the Renter covenants:
 - 4.1.1. to cause the Equipment to be operated in a lawful manner and only by competent, qualified operators;

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- 4.1.2. to cause the Equipment to be used only in a prudent and safe manner and only for the purpose for which they were designed;
- 4.1.3. to not share the Equipment with any other person, nor lend, rent, lease or sublet the Equipment to any other person or user, without the express written consent or approval from the Owner;
- 4.1.4. to promptly notify the Owner of any accident, damage, deficiencies or theft related to the Equipment, and/or of deficiencies in the Equipment.

5. Waiver and Indemnity

5.1. The Renter hereby:

- 5.1.1. waives any and all claims, rights or causes of action of every nature and kind at law or equity or under any statute that it has or may have in the future against the Owner or its councilors, officers, employees and agents; and
- 5.1.2. forever releases Owner or its councilors, officers, employees and agents from any and all liability;

related to injury, death, property damage, property loss or any other loss or expense that may be suffered by the Renter or, to the extent legally possible, its employees, agents, next of kin or legal representatives, resulting directly or indirectly from, or in any way attributable to the condition of the Equipment and the sufficiency of the instructions or training provided by the Owner, or in any way attributable to the transportation, operation, maintenance, repair, use, misuse, nonuse of the Equipment by the Renter, its directors, officers, contractors, employees, servants, or agents or any other person that handles or uses the Equipment prior to its return to the Owner in accordance with this Agreement.

5.2. The Renter shall be liable for, and shall indemnify and save harmless the Owner, its councilors, officers, employees and agents from any claim, damages, liability, cost, fee, penalty, action, cause of action, demand, damage to property, injury to person or death (including, without limitation to, legal fees of the Owner on a solicitor and his own client full indemnity basis), whether in contract or in tort, suffered or incurred by the Owner, its councilors, officers, servants, employees or agents or by any other person, firm, partnership, corporation or entity resulting directly or indirectly from, attributable to, by reason of, arising out of, or in any way related to the transportation, operation, maintenance, repair, use, misuse, or nonuse of the Equipment by the Renter or any other person during the Term, whether or not the Renter has permitted the person to use the Equipment, or from any breach of this Agreement or any other negligent act or omission or willful misconduct of the Renter or any of its directors, officers, servants, agents, contractors, or employees.

6. General

6.1. The headings to the articles and sections of this Agreement are solely for the convenience of the parties and are not an aid in the interpretation of the Agreement.

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- 6.2. No consent or waiver, express or implied, by the Owner to or of any breach or default by the Renter in the performance by the Renter of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of obligations hereunder by the Renter. Failure on the part of the Owner to complain of any act or failure to act of the Renter, or to declare the Renter in default, irrespective of how long such failure continues, shall not constitute a waiver by the Owner of its rights hereunder.
- 6.3. If any term, covenant or condition of this Agreement or the application thereof to any party or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement or application of such term, covenant or condition to a party or circumstance other than those to which it is held invalid or unenforceable shall not be affected thereby and each remaining term, covenant or condition of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law.
- 6.4. This Agreement shall be governed by and construed according to the laws of the Province of Alberta. All legal proceedings arising from this Agreement shall be tried and directed by the court of competent jurisdiction in Alberta.
- 6.5. Time is of the essence of this Agreement and each of its provisions.
- 6.6. The terms and conditions set forth within this Agreement, together with the Schedules, shall constitute all of the terms and conditions of this Agreement, and there are not other terms, conditions, covenants, agreements, representations or warranties, either express or implied, arising between the parties hereto except as expressly set forth herein.
- 6.7. The Renter shall at all times and in all respects abide by all laws, bylaws, legislative and regulatory requirements of any governmental or other competent authority relating to the use or misuse of the Equipment.
- 6.8. The Renter's obligations contained in this Agreement shall survive the expiration or termination of this Agreement for any reason whatsoever until satisfied in full, and shall not be merged upon the execution of any other documentation by the parties.
- 6.9. This Agreement shall ensure to the benefit of and be binding upon the parties hereto, their respective executors, administrators, successors and permitted assigns.

____ Renter's Initials



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Equipment Rental Agreement – County Owned BBQ

Schedule “B” – Barbeque Inspection Form

DATE RENTED _____

RENTER _____

The following is present and valid at the event:

	PRE
FOOD SAFE PERMIT APPROVED BY AHS	

The following items have no dents, rust, abrasions or other signs of physical damage:

	PRE	POST
PROPANE CYLINDER		
PROPANE CYLINDER VALVE		
REGULATOR HOSE, JOINTS, AND CONNECTIONS		

The following items are in satisfactory condition:

	PRE	POST
PROPANE LEVEL		
BURNER ASSEMBLY, PORTS AND VALVES		
EXTERIOR AND INTERIOR CLEANLINESS		
TIRE CONDITION		
TRAILER LIGHTS		
ALL NON-CONSUMABLE INVENTORY IS INTACT		

If the Barbeque is damaged during a rental, please complete a **County Incident Investigation Report**.

Employee: _____
(PRINT NAME)

Signed: _____

Renter: _____
(PRINT NAME)

Signed: _____

____ Renter's Initials



Equipment Rental Agreement – County Owned BBQ

Schedule “C” – Safe Operating Procedures

Location

1. This grill must be operated outdoors in a well-ventilated area. Never operate the grill indoors or in a gazebo or porch.
2. Do not operate in a moderate to high wind. The cooking performance will be adversely affected by wind.
3. Do not operate the grill under overhead combustible material.
4. **Maintain minimum clearance from combustibles. Minimum clearance is 1.0 meters on all sides.**

Lighting

1. Ensure all burner controls are in the ‘Off’ position.
2. Open gas at the gas supply valve.
3. **Open the grill lid when lighting.**
4. Push and turn any main burner knob to the ‘high’ position and push igniter. Hold the knob down until the burner lights.
5. If the pilot does not light, turn the knob back to the ‘Off’ position. Repeat step 4 several times.
6. If the burner won’t light, return to ‘off’ position and wait 5 minutes for gas to dissipate. Proceed to lighting the unit with a match.
7. Clip the match into supplied lighting rod. Hold the lit match down between the grill next to the burner. Turn the corresponding burner valve to high.
8. Close the lid during pre-heat.
9. Do not operate the rear burner and main burner at the same time.
10. When finished cooking/cleaning, turn the burner controls to ‘off’ and close the gas supply valve.

Cooking

1. Pre-heat the grill at least 10 minutes prior to putting food on the grill. Clean the grill with a wire brush during the pre-heat.
2. Wear protective leather gloves, safety glasses and an apron if cooking greasy or fatty foods. Always wear close-toed footwear.
3. Keep face clear of burner or smoke.
4. Do not wear loose hanging clothing in the proximity of a lit burner.

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5. Ensure that all food is thoroughly cooked before serving.

Daily Cleaning

Always wear protective gloves and safety glasses when cleaning.

1. Check for spiders or insect nests in the burners.
2. Grids and Warming Racks: clean during the pre-heat period by rubbing a brass wire brush over the surface.
3. Control Panel: clean when the unit is cool and the gas is disconnected by wiping gently with a soft rag or chamois and warm soapy water.
4. Inside the Grill: clean when the unit is cool and the gas is disconnected. Remove the cooking grids and brush debris from the lid and sides with a brass wire brush. Scrape the sear plates with a scraper or putty knife and brush the loose debris into the drip pan.
5. Drip Pan: remove the drip pan from the grill. Scrape the pan using a putty knife or scraper. Once clean do not line the pan with aluminum foil or put any other materials in the pan.

Never allow cold water to contact a hot cooking surface. This can result in cracking or breakage to the surface.

_____ Renter's Initials