

	<h1 style="color: red; margin: 0;">POLICY</h1>	Department: Chief Administrative Officer (CAO)
	<h2 style="margin: 0;">FACILITY ACCESS POLICY</h2>	
Effective Date: July 15, 2025		Last Reviewed Date: May 5, 2025

1. PURPOSE STATEMENT

The purpose of this Policy is to outline the procedures and authorizations with respect to accessing facilities under the Town’s ownership and responsibility.

2. DEFINITIONS

“**Access Credentials**” means programmed access control cards, FOBs, or keys that grant access to access-controlled area(s) within municipal facilities;

“**Chief Administrative Officer**” means the head of the municipal administration. The individual is the only employee who reports directly to Council;

“**Community Groups**” means a community group, not-for-profit, business, or organization that has an existing relationship with the Municipality (whether through informal arrangement and/or reciprocal agreement) and wishes to use a municipality Facility, or, a group who reserves a Facility that is open for bookings beyond those with existing relationships with the Municipality;

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

3. APPLICATION

This policy applies to all individuals and organizations seeking to access or rent the specified municipal facilities, including municipal staff, community organizations, private entities, and the general public. This Policy does not apply to facilities that the Town manages bookings/reservations for that are not owned by the Town.

4. POLICY

General Principles:

- Municipal facilities are public assets intended for the delivery of municipal services and community programs.
- Access shall be granted only to individuals who require entry for official purposes.
- The Town reserves the right to revoke or restrict access at any time, including during emergencies or security incidents.
- Keys and cards remain the property of the Town of Salisbury, even during possession as authorized under this agreement.
- Access to facilities is granted based on job function, role, and operational need, at the discretion of the Chief Administrative Officer (CAO) or designate.

Access Control:

- Requests for access must be approved by the Department Head or designate. The Chief Administrative Officer (CAO) or designate shall approve the request for issuance of the respective access control, insofar as the Department Head authorizes the access requested.
- Generally, access shall be provided 30 minutes before and after standard hours of work. After-hours access requires specific approval and may be subject to additional controls. Salisbury Fire Rescue access is issued for 24/7 access, insofar as no access restrictions are placed on respective Member(s) under this Policy.
- All recipients must sign an Access Control Request and Issuance Form (Schedule A), confirming their understanding of responsibilities and consequences for misuse of their respective access control.
- Lost or stolen credentials must be reported immediately. Replacements may incur a fee.
- Loaning or transferring keys, FOBs, and/or alarm codes is strictly prohibited. The authorized user who has signed out a key/card is responsible to return the key/card to the appropriate authority for redistribution or disposal.
- Any person issued keys, access cards, and/or alarm codes are responsible to use this access only for the purposes required by their role, and to maintain the security of the access devices and confidentiality of codes assigned to them.

Restrictions & Security:

- Individuals may access only those areas for which they have been authorized.
- Secure areas (e.g., communication rooms, finance offices, utility control rooms) are restricted to authorized personnel only, at the discretion of the Chief Administrative Officer (CAO).
- Surveillance systems, alarm systems, and sign-in procedures may be used to monitor facility access.

- The unauthorized transfer or duplication of keys/cards and/or sharing of alarm codes is considered a serious breach of security and may result in disciplinary action for an employee or removal of access for any other individual.

Public and Community Use:

- Community access to facilities (e.g., rental of meeting rooms or recreational spaces) must be coordinated through the Town Office. This includes, but is not necessarily limited to: Space(s) at Salisbury Fire Rescue, Salisbury Town Hall, Highland Park Amphitheatre, etc. Certain facilities may be limited to groups that have existing relationships (such as reciprocal agreements) with the Municipality.
- Terms of use will be governed by facility rental agreements (see Appendix B) and must comply with all municipal policies. It is the sole and exclusive responsibility of representative(s) of community groups to ensure familiarity with all municipal policies and adherence hereto.
- Based on the group(s) and frequency of use, the Town may, at the discretion of the Chief Administrative Officer (CAO) issue cards and/or FOBs that do not need to be returned after each use. In this instance, community groups must complete the Access Control & Issuance Form in Schedule A. Frequent use is to include a prolonged and consistent use for the same intended purposes over a span of at least 4 months.
- Not all spaces shall be accessible to public and/or community use. The Town reserves the right to prioritize any municipal booking and/or use, at their sole discretion.
- Community Use Groups will be charged for any re-keying that results from their loss or misuse of keys/cards.

Master Key(s):

- The Town may have Grand Master and/or Master Keys for different municipal facilities. These are, under no circumstance, to be duplicated.
- Master keys on a facility basis are to be provided to senior management only, where applicable, at the discretion of the Chief Administrative Officer.
- Grand Master Keys shall only be distributed on a case-by-case basis, at the discretion of the Chief Administrative Officer (CAO).

Intrusion & Panic Alarm System(s):

- Where security alarm systems are employed, authorized key/card holders accessing facilities must determine the status of the security system upon entering and before leaving the building.
- The last person to exit the building must re-arm the security system using the code assigned to them.
- In the case of false alarms, the User(s) must contact the Town's after-hours Public Works phone line.
- In the event of an intrusion and/or fire alarm activation, the following hierarchy/fan-out will be followed by the Town's intrusion alarm company:
 - Public Works On-Call Number;
 - Manager of Infrastructure & Public Works;

- Chief Administrative Officer (CAO) OR Clerk/Treasurer.

If no contact can be made, the alarm provider shall phone the RCMP and respective agencies.

- In instance where the Town employs a panic button(s), the RCMP shall be dispatched immediately. Prior to requesting police assistance, the Town's intrusion alarm company shall initiate contact with the Town to determine if the alarm was a false alarm.

5. RESPONSIBILITIES

Administration (Clerk):

- The Clerk/Treasurer or designate is responsible for issuing, tracking, and retrieving access credentials.
- The Clerk/Treasurer is responsible for preparing the relevant Standard Operating Procedures with respect to issuance of access control cards/keys.

Chief Administrative Officer (CAO):

- The CAO is responsible for ensuring adherence to this Policy.

Council:

- Town Council is responsible for approving this Policy and any amendments thereto.

SCHEDULE A
ACCESS CONTROL REQUEST & ISSUANCE REQUEST FORM

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ACCESS CONTROL REQUEST & ISSUANCE FORM

RECIPIENT INFORMATION

NAME:	
JOB TITLE/ROLE:	
DEPARTMENT/ORGANIZATION:	
PHONE NUMBER:	
EMAIL:	
SUPERVISOR/CONTACT PERSON:	

ACCESS DETAILS

FACILITY/BUILDING NAME:	
DATE OF ACCESS:	
ROOM/AREA (IF APPLICABLE):	
KEY CARD #:	
ALARM CODE (4 DIGITS)	
TYPE OF ACCESS	<input type="checkbox"/> Key <input type="checkbox"/> FOB

*Attach additional pages if additional facilities and/or credentials are issued

TERMS & CONDITIONS

I, the undersigned, acknowledge the receipt of the key(s)/card(s)/FOB(s) ("access") as listed on this document. I acknowledge that the use of this access is subject to the Town of Salisbury's Facility Access Policy and its associated procedures. I accept that it is my sole and exclusive responsibility to fully familiarize myself with the Policy and any amendments thereto, as well as any and all responsibilities that it bestows upon me.

These responsibilities include, but are not necessarily limited to:

1. I have received the key(s) and/or access card(s) listed above.
2. I will use the credentials solely for authorized municipal purposes.
3. I will not duplicate, lend, or transfer these items to any other person.
4. I will report any lost, stolen, or damaged keys or cards immediately to my supervisor/contact person.

5. I will return all keys/cards immediately upon termination of employment, end of contract, end of agreement, or when access is no longer required.
6. I understand that unauthorized use may result in disciplinary action, including termination and/or removal and/or restrictions on access.
7. I understand that if representing a community group, I may be charged for any re-keying that results from their loss or misuse of keys/cards.
8. I will comply with all related municipal policies, including the Facility Access Policy.
9. I acknowledge that all keys/cards/FOBs are the sole property of the Town of Salisbury, and that such access will be turned over to the Town of Salisbury when requested.
10. I acknowledge that the Town of Salisbury reserves the right to reserve and/or revoke access at any time without notice.

AUTHORIZATION

AUTHORIZED BY:	
SIGNATURE:	
DATE:	

ACCEPTANCE & SIGNATURE

NAME (PRINTED):	
SIGNATURE:	
DATE:	

RETURN/DE-ACTIVATION RECORD

REASON:	<input type="checkbox"/> Termination/Resignation <input type="checkbox"/> Lost <input type="checkbox"/> End of Contract/Term
VERIFIED BY (PRINT):	
SIGNATURE:	
DATE:	

SCHEDULE B
FACILITY USE AGREEMENT

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FACILITY USE AGREEMENT

RECIPIENT INFORMATION ("Renter")

NAME:	
ORGANIZATION:	
PHONE NUMBER:	
EMAIL:	

ACCESS DETAILS

FACILITY/BUILDING NAME:	
FACILITY ADDRESS:	
DATE & TIME OF ACCESS:	
ROOM/AREA (IF APPLICABLE):	
KEY CARD #:	
ALARM CODE (4 DIGITS):	
TYPE OF ACCESS:	<input type="checkbox"/> Key <input type="checkbox"/> FOB
EVENT/ACCESS DESCRIPTION:	

*If facility uses an online booking form, this can be attached in-lieu of completing the above sections and annexed to form part of this agreement.

RELEASE OF LIABILITY

RELEASE OF LIABILITY AGREEMENT, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT – FACILITY RENTAL

BY AGREEING TO THE TERMS OF THIS DOCUMENT, YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. PLEASE READ CAREFULLY.

- **Assumption of Risk** The User acknowledges that participation in events at the Facility may involve inherent risks, including but not limited to personal injury, property damage, and liability arising from accidents or incidents occurring before, during, or after the event. The User voluntarily assumes all risks associated with the use of the Amphitheater for any and all of its attendees, participants, or agents, contractors, or other representatives.
- **Release and Waiver of Liability** The User, on behalf of themselves, their organization, participants, and guests, hereby releases, waives, and discharges the Town of Salisbury, its officers, employees, volunteers, and affiliates from any and all claims, liabilities, damages, or losses arising out of or in connection with the use of the Amphitheater, including but not limited to injury, death, or property damage.
- **Indemnification** The User agrees to release and forever discharge the Town of Salisbury, its servants, agents, employees, councillors, volunteers, and any and all other representatives from any and all claims, demands, liabilities, actions or causes of action in any way arising out of the above activity including the User's use of any associated facilities of the Town or used by the Town for the duration of the rental(s) and any and all associated activities. This includes but is not limited to personal injury, death, negligence or damage to property (whether or not owned by the User) which may be sustained during the said activity/activities. The User further agrees to defend, indemnify and save harmless the Town, its servants, agents, employees, councillors, and all representatives from any and all claims, demands of liabilities which may be made by third parties in any way referable to the said events or such participation or use.
- **Compliance with Laws and Regulations** The User agrees to comply with all applicable laws, ordinances, and regulations, as well as any rules established by the Owner for the safe and proper use of the Facility.
- **Insurance** If required by Town of Salisbury, the User shall provide proof of general liability insurance coverage in an amount deemed appropriate, listing the Community as an additional insured.
- **Site Conditions** The User agrees to return the Facility to its original condition following their usage(s). Any damages or excessive cleanup required will be the responsibility of the User. The Town reserves the exclusive right to invoice the User for any fee(s) incurred as a result of clean-up and repair that, at their sole discretion, is a result of the negligent use of the Facility on the part of the User.
- **Termination** The Town of Salisbury reserves the right to cancel or revoke this Agreement at any time if the User fails to comply with its terms or if the Amphitheater becomes unavailable due to unforeseen circumstances.
- **Application** The Users rental shall not be confirmed until the User has fulfilled their obligation(s), including the completion of all forms and waivers. Confirmation of rental(s) shall be provided in writing.

This Release and indemnity shall be binding upon the User, their participants, attendees, representatives, contractors, employees, and any and all others involved in the User's use of the facility, and their respective heirs, executors, and administrators and shall ensure to the benefit of the Town, its servants, agents, councillors, employees, and representatives and its successors and assigns and their heirs, executors, administrators, and successors, respectively.

FACILITY AGREEMENT

- The Town grants the Renter access to the facility/space listed in this agreement.
- The user(s) signing on behalf of the Organization is authorized to do so.
- This agreement applies for the specified dates/times included in this agreement, and only for the purposes described herein. Renter shall not have access to the Space at any time other than during these hours on the Event Date(s) unless Renter receives prior written permission from the Town.
- Aside from the specifications above, the Space is provided as-is, and Owner makes no warranty to Renter regarding the suitability of the Space for Renter's intended use. Rental shall leave the Space in the same or similar condition as when Renter entered. Renter shall be responsible for any damage caused to the Space beyond ordinary wear and tear and shall be required to arrange for the repair of any such damage. In the event the Renter does not satisfactorily arrange for repair, Owner shall be entitled to arrange for any necessary repairs at Renter's expense. Renter shall reimburse Owner for any such repairs within 30 days of receipt of Owner's written request for reimbursement, which request shall be accompanied by written verification of the amount of the expenses incurred.
- The Town reserves the right to enter the space at any time, including during rental period(s).
- Neither Party may assign or transfer their respective rights or obligations under this Agreement without prior written consent from the other Party.
- Renter must provide the Town of Salisbury with a copy of A General Liability Insurance policy in the amount of \$2,000,000 naming the Town of Salisbury as an Additional Insured OR receive confirmation that the organization is covered under the Town's Policy.
- The Renter acknowledges and agrees, that by signing this agreement, they have read and familiarized themselves with the Facility Use Policy and related Town policies.

SIGNATURE & EXECUTION

NAME:	
SIGNATURE:	
DATE:	
WITNESS (TOWN STAFF):	
WITNESS (SIGNATURE):	

RETURN RECORD

KEY RETURNED ON (DATE):	
VERIFIED BY (NAME):	
SIGNATURE:	