

FACILITY RENTAL POLICY COMMUNITY SERVICES - RECREATION AND CULTURE 2.5

POLICY

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(Consent) on 2019-06-10

1. PURPOSE

- (1) The Town of Fort Frances has developed several community based recreational facilities that provide positive leisure time opportunities and increase the quality of life for the community and its citizens.
- (2) This policy will provide a framework for management to ensure the maximum use of the community facilities identified and ensure that the facilities are made available to the public in a fair and equitable manner, being used to their maximum capacity.

2. APPLICATION

2.1. GENERAL

- (1) General Policy provisions apply to ALL Facility Rentals unless otherwise stated in the corresponding Facility section.
- (2) All bookings, unless otherwise noted in the policy, are completed at the Memorial Sports Centre, 740 Scott Street, (807)-274-4561.
- (3) All bookings are not considered confirmed without a signed permit.
- (4) Rental rates are subject to change and are approved by Council annually as part of the budget process. If a rental/user fee increase takes place between the booking date and the event date, then the user will be responsible for the difference unless a permit has already been signed and/or payment has been received. Rates will be implemented to span the program season, so user groups are able to budget accordingly.
- (5) Priority for booking will be determined on the following basis:
 - (a) Town of Fort Frances programs and services
 - (b) Youth, not for profit organizations
 - (c) Other, not for profit organizations
 - (d) For profit organizations
 - (e) Other interested parties
- (6) Full payment is required at the time of booking unless credit arrangements have been made with the Recreation & Culture Manager or designate. In the event of a cancellation, a minimum of two weeks' notice, in writing, is required. Refunds will be subject to a 10%

- administration charge (or a minimum of \$10) and only eligible if proper notice has been received.
- (7) Where appropriate a damage deposit may be required.
- (8) Where required, keys will be issued, and the permit holder is responsible for securing the facility and supervising the event.
- (9) All municipal facilities are smoke free and alcohol free unless the necessary license has been approved in accordance with the Town of Fort Frances Alcohol Policy (2.1). The municipal smoking bylaw and the municipal alcohol policy will be strictly enforced.
- (10) It is the responsibility of the permit holder to be aware of and notify users of all rental procedures and requirements.
- (11) Special arrangements can be made for large users and special events by contacting the Recreation & Culture Manager.
- (12) All rentals that are open to the public, and/or include the service of alcohol, require the Permit Holder to obtain liability insurance.
 - (a) The licence or permit holder or event designate needs to provide \$2,000,000 liability insurance to the Town for any event held on Town property, for events that do not include the service of alcohol, \$5,000,000 for events that do include alcohol. The certificate of insurance must be in effect for the date(s) of facility use by the permit holder, must include the Town of Fort Frances listed as additionally insured, and must be issued by an accredited insurance company licenced to carry on business in Ontario. Failure to provide proof of insurance will void the Facility Rental Permit.
- (13) All rentals that include the sale of goods and/or services, require a valid Business License with the Town of Fort Frances.
- (14) All rentals that include raffle lotteries (ie. 50/50, elimination draws, or other gaming events that require licensing), are required to submit a copy of their Lottery License to complete the permit process.
- (15) A Facility Rental Permit may be revoked at the sole discretion of the Town if the Permit Holder does not comply with all terms and conditions of the Facility Rental Permit. The Town will not be subject to any claim for damages that the Permit Holder may advance as a result of the cancellation. Town staff may randomly monitor Events/Rentals.

- (16) It is the responsibility of the Recreation & Culture Manager to resolve all conflicts or disagreements. If a compromise cannot be reached, the Recreation & Culture Manager's decision is final.
- (17) Any change in by-laws or town policy that affects these facilities will be applied upon passing of the by-law or scheduled implementation date, written notice will be provided to the users by email or letter.

2.2. FACILITIES

- (1) This policy will cover the rental of the following facilities unless otherwise stated in an agreement or separate policy or procedure manual:
 - (a) Memorial Sports Centre Ice (& Floor) Surfaces, Auditorium, Meeting Rooms, Dedicated Use & Storage Space, Squash Courts, and Swimming Pool
 - (b) East End Hall
 - (c) Townshend Theatre
 - (d) St. Francis Sports Fields & Vanjura Park
 - (e) Sunny Cove Camp
 - (f) Rainy Lake Square
 - (g) Fort Frances Seniors Centre
 - (h) Sorting Gap Marina

2.2.1. ICE (& FLOOR) SURFACES

- (1) All previous user groups will be required to submit the upcoming season's ice time requirements by July 15th. Confirmation notices will be returned by September 15th.
 - (a) Initial Ice Allocations will be accommodated up to the total amount of time, based on the previous year's ice usage for each user group.
 - (b) Additional ice time will be available for sale after the initial round of ice requests have been completed and confirmed.
- (2) Every effort to resolve conflicting ice time requests will be attempted through mutual compromise. In order to facilitate conflicting ice time requirements, the following priorities will be adhered to:

- (a) Provincial and National Championships
- (b) Playoffs, Tournaments, Figure Skating Ice Shows, Special Events
- (c) League Schedules, Figure Skating Competitions, Test Days
- (d) Group practices, programs, and exhibition games
- (3) Hockey games and other competitions will be limited to Tuesdays, Thursdays, Fridays, Saturdays, and Sundays in order that user groups can have program time without interruption. The only exception to this will be provincial and national championships.
- (4) Regular users will be allowed to cancel their weekly allotted ice time up to 6 weeks before their scheduled ice time, in writing, to the Recreation & Culture Manager. Policy Application 2.1.(5) will apply.
 - (a) Allocated ice time cancelled with less than six (6) weeks' notice will not be refunded.
 - (b) Allocated ice time may be exchanged between user groups up to two (2) weeks prior to the allocated ice. Policy Application 2.1.(5) will apply.
 - (i) Memorial Sports Centre Secretary/Receptionist must be notified, in writing, of the ice exchanged between users (for operational adjustments) at least two weeks prior to the date(s) to be exchanged.
- (5) All rentals are based on a 50-minute hour to allow for resurfacing.
- (6) The ice surface must be vacated during resurfacing and kept clear until the resurfacing unit is completely off the ice surface. No additional time will be allocated if the user does not comply and there are delays in resurfacing.
- (7) Ice rentals include the use of one (1) dressing room per team (Rooms 1 through 5)
 - (a) Users must vacate dressing rooms within 30 minutes of the ice rental.
- (8) Tournament/Game rentals include access to:
 - (a) Corresponding Referee/Official Change Room for each ice surface
 - (b) Access and use of the Media Booth

- (c) The option to rent the corresponding meeting room to the ice surface, at no additional charge, if available.
- (9) Dedicated dressing room use has been established for Boys and Girls Muskie's, Lakers, and Border Skating Club
- (10) There is absolutely no smoking or alcohol permitted in the dressing rooms.

2.2.2. MEMORIAL SPORTS CENTRE AUDITORIUM

- (1) The smoking bylaw, municipal alcohol policy, rental agreement terms & conditions, and waivers must be read and signed off on the rental permit.
- (2) Ice must be purchased from the Town for auditorium rentals and can be arranged during the booking process.
- (3) Any damage and extra clean up due to abuse will be charged back to the permit holder. Under no circumstances is Town property to be removed from a facility without approval from the Recreation & Culture Manager or designate.
- (4) If available, one day prior to an event, the facility may be accessed for setup.
- (5) Renters of the Memorial Sports Centre Auditorium are responsible for the following clean up procedures:
 - (a) Spot sweep and spot mop floor
 - (b) Wash and put away dishes
 - (c) Empty all garbage bins and leave tied bags at the back of the auditorium for operations staff (kitchen & bathrooms)
 - (d) Stack tables onto trolley and stack chairs into stacks no taller than ten (10) chairs
 - (e) Shut off all lights
 - (f) Renter must supply cleaning supplies, tea towels and dish cloths

2.2.3. MEMORIAL SPORT CENTRE MEETING ROOMS

- (1) There are two (2) meeting rooms available to rent at the Memorial Sports Centre and are rented as per the Town of Fort Frances' Schedule of Fees By-law
 - (a) 52 Canadians Meeting Room
 - (b) Ice For Kids Meeting Room
- (2) The use of Memorial Sports Centre Meeting Rooms are available for use at no charge for Tournament/Game permits on the respective Ice Surface rental, if available, and must be included in the permit.
- (3) Renters of the Memorial Sports Centre Meeting Rooms are responsible for the following clean up procedures:
 - (a) Spot sweep and spot mop floor
 - (b) Empty all garbage bins and leave tied bags at the door for operations staff
 - (c) Shut off all lights

2.2.4. DEDICATED USE & STORAGE SPACE

- (1) Dedicated Use and Storage Space inventory is managed by the Recreation and Culture Manager and is listed in the Schedule of Fees By-law.
- (2) Dedicated Use and Storage Space is made available to repeat user groups based on availability and are managed through signed permit agreements between the Town of Fort Frances and identified Permit Holders.
 - (a) Pemit agreements are created based for a 1-year term and are invoiced annually as listed in the Schedule of Fees By-law.
- (3) A waitlist will be created for identified dedicated use and storage space areas that are occupied and permitted. The waitlist will be organized on a first-come-first-served basis per available space.
 - (a) Being put on a waitlist in no way guarantees access to any specific space at any time in the future.

- (4) User Groups will have the opportunity to renew their Dedicated Use and Storage Space permit agreements for an additional term within the last 6 months and before the last 3 months of the agreement.
 - (a) Failure to, or option to not, sign a new agreement will result in the dedicated use and storage space becoming vacant.
 - (b) If a dedicated use and storage space becomes vacant, the space will become available for a new user group to rent the space based on the established waitlist.
- (5) Permit Holders of Dedicated Use and Storage Space are required to provide the Facilities Superintendent access to the dedicated space (ie. Keys and/or combination). The Facilities Superintendent and/or designate will require access in the case of Emergency Response, termination of agreement, and/or facility maintenance.
- (6) At no point is the Town of Fort Frances responsible for the items that are stored in Dedicated Use and Storage Spaces. Permit Holders are responsible for managing access, inventory, and insurance for the spaces indicated on their permit.

2.2.5. SQUASH COURTS

- (1) There are two (2) squash courts available to book at the Memorial Sports Centre.
- (2) Daily Drop-in or Facility Membership Passes are to be used/charged to access the Squash Courts.
- (3) Squash Courts can be booked up to two (2) days in advance by contacting the Memorial Sports Centre front reception team.
- (4) Squash Courts may be booked for special events and tournaments.
 - (a) Daily Drop-in or Facility Membership Passes are to be used/charged for all attendees
 - (b) Special Event and Tournament bookings can be arranged through the Memorial Sports Centre Secretary/Receptionist

2.2.6. SWIMMING POOL

(1) All renters must abide by the Ontario Health Regulations for Type A commercial pools. It is the responsibility of the Programs & Aquatics Supervisor to ensure this.

- (2) All swim teams and external renters must arrange for their own certified lifeguards and backup first-aider. Lifeguard awards & first-aider certificates must be presented to the Programs & Aquatics Supervisor at least 1 week prior to rental.
 - (a) Town of Fort Frances Lifeguards are available to be scheduled for rentals based on availability and the fee schedule outlined in the Town of Fort Frances' Schedule of Fees By-law
 - (i) Lifeguards can be arranged by contacting the Programs & Aquatics Supervisor
- (3) All rentals are based on a 55-minute hour to allow for change over.
 - (a) When available, multiple-hour bookings are allowed as long as there is at least a 5-minute change over before the next scheduled activity.
- (4) Previous user groups are required to submit season pool requests by June 1st for the September-December season, October 1st for the January-May season, and February 1st for the June-August season.
- (5) Regular users will be allowed to cancel their weekly allotted pool time with more than two (2) weeks' notice, in writing, to the Recreation & Culture Manager. Policy Application 2.1.(5) will apply. MSC staff must be notified, in writing, of pool time exchanged between users at least one week prior to the date(s) to be exchanged.

2.2.7. EAST END HALL

- (1) The smoking bylaw, municipal alcohol policy, rental agreement terms & conditions, and waivers must be read and signed off on the rental permit.
- (2) Ice must be purchased from the Town for hall rentals and can be arranged during the booking process.
- (3) Any damage and extra clean up due to abuse will be charged back to the renter. Under no circumstances is Town property to be removed from a facility without approval from the Recreation & Culture Manager or designate.
- (4) If available, one day prior to an event, a facility may be accessed for setup.
- (5) Renters of the East End Hall are responsible for the following clean up procedures:
 - (a) Spot sweep and spot mop floor
 - (b) Wash and put away dishes

- (c) Empty all garbage into the external dumpster (kitchen & bathrooms)
- (d) Stack tables and chairs on stage
- (e) Shut off all lights
- (f) Renter must supply cleaning supplies, tea towels and dish cloths

2.2.8. TOWNSHEND THEATRE

- (1) Please see the Townshend Theatre manual (available on the Theatre page of the Town's website www.fortfrances.ca).
- (2) Cafeteria facilities are not included with the rental of the Theatre. Users must book the cafeteria through the Board for Community Use of Schools at the Rainy River District School Board.

2.2.9. ST. FRANCIS SPORTS FIELDS AND VANJURA PARK

- (1) Sports Field allocations are available for sports teams to book on a per-season per-team basis.
- (2) Adult Slo-Pitch is managed and scheduled by Recreation and Culture Staff.
- (3) User fees are paid per team per season, in accordance with the Schedule of Fees By-law, and includes unlimited scheduled use of the sports field during the season.
 - (a) Sports fields are required to be reserved through the Memorial Sports Centre for team use.
 - (b) Sports fields are free for public use when there are no scheduled activities in the space.
 - (c) In the case of a conflict in scheduling, the reservation booked in the Facility Management System will be honored.
- (4) Under no circumstances will the consumption of alcohol or smoking be allowed at these facilities.

2.2.10. SUNNY COVE CAMP

(1) Sunny Cove Camp is currently unavailable for rentals of any kind. The policy will be updated once the facility is open and available.

2.2.11. RAINY LAKE SQUARE

- (1) The rental of the Market Square is available for public events by booking the space at the Fort Frances Museum (807)-274-7891.
- (2) Private Events that are fenced in, by reservation, invitation only, no public, and/or not ticketed (eg. Weddings, Social Gatherings, etc.) are available to book for a fee as outlined in the Town of Fort Frances' Schedule of Fees Bylaw.
- (3) The Square is available for use by the public, with no reservation or fee required for events and gatherings that do not include private use where the Square remains open to the public.
- (4) The Square is available for private event use by non-profit organizations, that are fenced in, by reservation with no fee required.
- (5) Rainy Lake Market Days, scheduled on Thursdays from May-August, has vendor booths available at a rate established annually in the Town of Fort France's Schedule of Fees By-law. Vendors can book a space in the market, subject to availability on a first-come first-serve basis, at the Fort Frances Museum (807)-274-7891.

2.2.12. FORT FRANCES SENIORS CENTRE

- (1) The Senior Centre is available for rental by calling (807)-274-7656.
- (2) Renters of the Seniors Centre are responsible for the following clean up procedures:
 - (a) Spot sweep and spot mop floor
 - (b) Wash and put away dishes.
 - (c) Empty all garbage into the external dumpster (kitchen & bathrooms)
 - (d) Return all tables and chairs to their starting state.
 - (e) Shut off all lights.
 - (f) Renter must supply cleaning supplies, tea towels and dish cloths.

2.2.13. SORTING GAP MARINA

- (1) Operates seasonally from May long weekend to Labour Day weekend.
- (2) Dock spaces (slips) can be rented at the Memorial Sports Centre in May prior to season opening or while slips are still available.

- (a) Marina Dock Slips are not prorated for slips rented after the season opening date.
- (3) Slip holders from the previous season will be contacted by the Memorial Sports Centre Secretary/Receptionist to renew their slip before April 15th.
 - (a) The remaining slips will be made available for first-come first-serve rentals on May 1st.

3. POLICY REVIEW

(1) This policy should be reviewed every 2 years or as changes are required.

4. DEFINITIONS

- "Dedicated Use" refers to a permitted space in the Memorial Sports Centre that is to be used as desired by the permit holder for activities that include meetings, dressing room, laundry, storage, etc. This designation implies that the space will be used for purposes other than just storage and will routinely host people.
- **"Event Designate"** may replace the permit holder to assume responsibility and liability for the operation of the event.
- "Facility Management System" refers to the system used by the Recreation and Culture team for facility bookings.
- "Facility Rental Permit" refers to the permit agreement that is generated to confirm the rental of a town-owned facility as outlined in this policy. The Facility Rental Permit serves as the agreement, permit, and invoice for all facility rentals.
- "Ice (& Floor Surfaces)" means the 52 Canadians and Ice For Kids arenas.
- "Non-Profit Organizations" means groups that are registered as non-profit organizations.
- "Permit Holder / Renter" refers to the name or organization that is responsible for the facility rental permit as indicated on the rental agreement/permit. They assume responsibility and liability for the entire operation of the event.
- "Special Events" means a one-time or infrequently occurring event outside of normal programs or activities of the organizing body or intended use of the facility

- "Storage Space" refers to a permitted space in the Memorial Sports Centre that is to be used for storage of items by the permit holder. This designation implies that the space will be used for the sole purpose of storing items when not in use.
- "Youth" means individuals that are under the age of twenty-one (21) years. Groups comprised of at least 51% of youth membership will be identified as a "Youth Organization".