

Department:	Leisure Services and Public Works	Policy Number:	L04-01482
Subject:	Facility use policy	Effective Date:	09/26/07
Bylaw No:		Revision Date:	04/01/08
		Version #:	2

**Purpose:**

To provide a standard terms and conditions for rental of facilities at the Regional Recreation Complex, Track and Field and Red McCarthy Athletic Fields.

**Policy:**

1. The standard terms and conditions of the facility use policy and its schedules shall form part of this policy and are attached hereto.
2. A permit generated by the ActiveNet software program shall be attached to each facility use agreement for arena, auditorium and meeting room rental. Seasonal permit # shall be attached to each facility agreement for field rentals.
3. The permit shall contain specific information related to the rental such as; dates, times, fees, duration period, special conditions, etc. Form L99-01504 and Form L99-01509.
4. The permit shall make reference to Policy No. L04-01482 and shall include an area for initials of the permit holder.
5. Staff shall provide two original copies of the facility use policy to the permit holder for signature and initials.
6. Once the completed copies of the facility use policy have been signed by the permit holder and the required documentation attached, it shall be deposited at the Municipal Office for signature by the signing authorities.
7. Within two (2) working days, one completed copy of the original facility use policy will be returned to the recreation complex or Public Works Department for circulation to the permit holder; a photo copy for recreation administration or public works administration records will be provided and an original will be filed at the municipal office.

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## Facility Agreement

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### STANDARD TERMS AND CONDITIONS OF FACILITY USE PERMIT

**Payment:** The permit holder shall sign all copies of the facility agreement and permit and shall pay for the permit fee for the time specified at the approved rate plus tax, if applicable. The Town of Espanola's GST number is 12202 5059 RT0001. Cash, credit card or cheques payable to the TOWN OF ESPANOLA will be accepted as payment. The permit fee must be paid in the time frame specified in the conditions of uses outlined in the permit. All fees are payable at the Espanola Regional Recreation Complex by either mail or in person during normal operating hours.

Casual rentals must be paid in full at time of booking. Cash, debit, accepted credit cards or cheques payable to the Town of Espanola shall be accepted as payment.

Contract rentals must be prepaid by cash, debit, accepted credit cards or cheques payable to the Town of Espanola. A signed rental agreement between the Town of Espanola and the participant will be required.

Regular season rentals are due no later than 30 days from the statement date. A late payment fee of 1.25% per month to a maximum of 15% per annum will be charged on all overdue accounts. Accounts in excess of 2 months overdue will be reviewed by the Manager of Leisure Services and the Clerk Treasurer/Administrator for appropriate action.

A \$30.00 administration fee shall apply to all NSF cheques. NSF cheques will result in cash only or certified cheque payments for all rentals booked by the offending organization, business or individual.

**Rates:** Facility usage rates shall be applied at the current rates as established and approved by the Council of the Corporation of the Town of Espanola.

Prime time hours for ice rentals shall be Monday to Friday 4:00pm to 12:00am and Saturday and Sunday from opening until 12:00 am. Non prime time hours for ice rental shall be Monday to Friday 6:00am to 4:00pm.

**Prohibitions:** Use of confetti, rice, fireworks or special effects (smoke, fire, sparklers) are not permitted in any part of the facility. The regional recreation complex is a non smoking facility. Exits from the facility shall not be blocked or obstructed.

**Food:** All food must be purchased or made by an approved source according to standards set by the Sudbury & District Health Unit. Forms can be picked up at the local office in Espanola. A completed and signed copy of this form must be submitted within seven (7) business days prior to the event. The Town of Espanola shall reserve the exclusive right to the sale of all food and beverage concessions within the complex.

**Observance of rules:** The permit holder agrees to comply with any bylaws, codes of behaviour and regulations imposed by the Town of Espanola governing the use of municipal facilities and applicable federal and provincial statutes and regulations. The permit holder understands and agrees to comply with any bylaws, policies, or regulations imposed by the Town of Espanola and the Town's codes of conduct and municipal alcohol policy including without limitation the noise bylaw. It is the responsibility of the permit holder to ensure that all participants use full safety equipment appropriate for the facility where the activity is a sporting event.

Fire regulations, liquor license Act regulations, Health regulations and/or Public Act regulations will govern maximum attendance and all rules and regulations of those agencies must be adhered to. It is the responsibility of the permit holder to ensure that it obtains all necessary licenses, permits and authorizations for the conduct of any activity it carries on or authorizes or permits to be carried on in the facility; and that such are complied with; and are produced upon request.

**Use of premises:** Facility rentals may be booked by persons 18 years of age or older. The permit holder agrees to use the facility only for the uses set out in the permit. Any breach of the terms and conditions of this permit and provision of false or incorrect information by the permit holder to the Town in seeking the permit will result in the immediate cancellation of this permit and may jeopardize future use of the facility.

The permit holder assumes full responsibility for any damage to the facility, to any furnishings, equipment or the like provided for the use or benefit of the permit holder and for bodily injury or personal injury. The liability is not limited to the amount of the insurance or the amount of any damage deposit. All monies paid by the permit holder to the Town may be retained by the Town and applied towards any losses or damages incurred by the Town as a result of the permit's cancellation. The permit holder shall be responsible for vacating and returning the facility to its original condition and for the removal of all rented or privately owned property, and personal effects by the specified permit expiry date and time unless prior written arrangements have been made.

Any property left on the facility may be disposed of by the Town and it seems fit, in its sole discretion and without liability and at the cost of the permit holder.

Any cost of expense associated with disposal shall be a debt of the permit holder, due and payable upon demand by the Town. The Town reserves the right to impose a liability deposit. Any damage to the facility property will result in cancellation of future rentals plus expenses for repairs to damaged property.

The Town of Espanola will not be responsible for any lost or stolen goods or money from any part of the facility.

The sale of tickets or collection of monies for the purpose of controlled admission at the regional recreation complex will not be allowed unless prior arrangements have been made with the Leisure Services Department.

**Equipment:** The Town shall not be responsible to provide any sports equipment, lighting, stage, chairs, tables, equipment except as may be specifically provided for in the permit. Any equipment and facilities associated with the conduct of the activities of the permit holder shall be supplied by, and where appropriate, set up, dismantled and removed solely by the permit holder and at the cost, risk and expense of the permit holder. All structural and/or display work to be brought in by the permit holder will be subject to the approval. The permit holder may contact a rental company to provide the service as long as proof of WSIB coverage and insurance is submitted. The permit holder will be required to have locates for all utilities including underground sprinklers prior to having tents, stage or other structures set up. Only authorized trained personnel shall be allowed to operate the sound systems and scoreboard.

**Alcoholic beverages:** Alcohol will be sold solely by the Town at the Regional Recreation Complex under its liquor license with all revenues remaining with the Town. The liquor rates shall be current with the industry standard. Last call will be at 1:00 am with the expectation that all guests will have left the building by 2:00 am. No liquor shall be consumed outside of the auditorium. Should the permit holder allow minors into a licensed event, the permit holder must ensure that they are

identified to indicate they are not of legal drinking age. The permit holder shall provide identification. Corkage fee for bottles of wine opened by the bar servers shall be paid to the Town within 7 days following the event.

A permit holder that hosts an event that includes alcohol outside of the complex shall secure public alcohol liability insurance (PAL) to cover all hours that alcohol is served. The permit holder shall obtain a liquor license from the Liquor Control Board of Ontario and follow requirements for liquor license including notifying the Sudbury and District Health Unit concerning food service. The permit holder shall provide copies of licenses and insurance to the Town three (3) days prior to the event.

**Supervision:** The permit holder will be responsible for the conduct and supervision of all persons attending or participating in the activity in the facility, including without limitation, ensuring there is no vandalism, littering, abuse language, or unauthorized use of alcohol. Failure to do so will be just cause to cancel the permit or reject future permit applications. Activities must be restricted to the part of the facility authorized for use. Loitering is not permitted in the complex.

**Additional charges:** Any charges for extra clean up required after the use of a Town facility, in the sole view of the Town, are payable by the permit holder.

**Transfer of facility time:** Unless provided to the contrary in the special conditions, the permit holder may not transfer its facility time or otherwise authorize another group or user to use the facility time scheduled or scheduled purpose of use for the permit holder under this facility use permit.

**Rate increase:** The permit holder agrees that any Council approve fee increase during the terms of the contract will be paid upon notice.

**Keys:** Where a key is provided to the permit holder to access the facility, the permit holder shall ensure the facility is locked.

**Pre-emption by Town:** The permit may be pre-empted or terminated at any time in order that the Town may use the facility without liability to the Town. Whenever possible every attempt will be made to give reasonable advance notice to the permit holder. Any cancellation caused by storms and flooding, power failure, Act of God or business interruption caused by mechanical failure of the Town of Espanola's equipment, will be considered unavoidable and the permit holder will not be charged for cancellations of that nature. The permit holder understands that playoffs, tournaments and special events may be afforded special consideration and accommodation.

**Termination:** The Town shall have the right to terminate this permit for any failure to comply with any of the provisions of this permit and shall have the right to reject future applications for permits by the permit holder or others representing the same or substantially the same participant or for the conduct of the same or similar activity, and shall have the right to impose additional conditions for granting such consent. The Town, in its sole discretion shall determine when or if permits shall again be permitted and any conditions of same.

**Liability insurance:** During the activity the permit holder will insure its operations, including but not limited to the activities taking place at the facility under this permit, under contract of general liability insurance with an insurer licensed in Ontario with limits of not less than two million (\$2,000,000,000) dollars, in addition to coverage for defence and claimants costs, all for any one occurrence, insuring against bodily injury, personal injury, death, property damage of loss (direct or indirect and including

loss of use thereof) all of standard wording, shall name the Town as an additional insured and as its interest may appear for other coverage, that the policy is primary in relation to other insurance available to the Town, and that neither the permit holder nor the insurer shall cancel, materially change or allow the policy to lapse without 30 days prior written notice to the Town. The taking out of insurance shall not limit the permit holder's liability under this permit.

The permit holder shall provide and maintain during the term of this agreement, with an insurer licensed in Ontario, tenant's legal liability insurance with coverage of no less than \$100,000.00 per occurrence.

The permit holder shall provide a certificate from its insurer, in the Town's standard form, confirming coverage. No review or approval of any such insurance certificate by the Town shall derogate from or diminish the Town's rights or the permit holder's obligations thereunder.

The Town shall be released from any liability where it is unable to or delayed in fulfilling its obligations hereunder by disaster or other cause beyond its control.

**Indemnity and Release:** The permit holder hereby releases, waives and forever discharges the Town of Espanola, its employees, agents, officials, contractors, representatives, elected and appointed officials, successors and assigns of and from any and all claims, demands, damages, costs, expenses, actions and causes of action whatsoever, whether in law or equity, in respect of death, personal injury, action, claims, loss or damage both direct and indirect and such other costs and expenses, however and whatsoever incurred, suffered or sustained by the permit holder or any of the permit holder's permitted invitees, guests or participants in connection with the permit holder's use of the facility or any other matters under this permit except where the action claim, demand cost, loss of expense was caused or contributed to by an intentional act of independent negligence of the Town including cancellation of the permit and the permit holder further agrees to indemnify and save harmless all of the aforesaid from and against any and all liability. This permit is made subject to the conditions of use and terms and conditions within this document which are subject to change, and members/participants, with those conditions.

I have read the permit, including the standard terms and conditions, special conditions, and any other schedules attached hereto, all of which form part of this permit. I understand same and I accept the same on behalf of myself and the members of the permit holder agree to comply with same and ensure compliance by the members/participants in the permitted use. I acknowledge and agree that any breach of the terms may result in the termination of the permit and a loss of entitlement to future permits.

**Permit Holder representative(s)**

\_\_\_\_\_  
Signature of authorized signing officer, or of individuals assuming personal responsibility

\_\_\_\_\_  
Date

\_\_\_\_\_  
2<sup>nd</sup> signature if applicable

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of signing officer, group, league, organization, address

**Town of Espanola**

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Cynthia Townsend  
Clerk Treasurer/Administrator

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Date

## ARENA RULES AND REGULATIONS

1. No alcoholic beverages allowed in arena, dressing rooms, parking lot.
2. Rental of ice is based on a 50 minute hour. This means that each hour rented allows for 50 minutes of play time and ten minutes of flood time.
3. Teams and/or team members will be allowed in the facility and dressing rooms, thirty (30) minutes prior to start of rental period and must vacate dressing rooms within thirty (30) minutes of completion ice time.
4. The permit holder shall ensure that all members keep off the ice during the scraping and flooding and shall not go on the ice until the resurfacing machine is completely off the ice and the doors are closed. Arena attendants have been instructed to leave the ice resurfacing uncompleted should this policy be violated. Teams must not enter the ice surface area until the back doors are closed and the horn sounds.
5. When occupied by persons, the dressing rooms are not to be locked due to safety building code compliance.
6. Leagues/individuals will instruct referees and/or representatives to inspect playing area before use to identify any immediate safety concerns and advise participants accordingly. These concerns must be brought to the immediate attention of the on duty facility personnel.
7. All major events must have a written rental agreement. Event final times must be received in writing fourteen (14) days before the first booking for the event.
8. It is recommended that all users of ice surfaces wear full CSA approved equipment.
9. The Town of Espanola shall reserve the exclusive right to the sale and scheduling of ice time. No permit holder shall sublet allocated ice to a third party under any circumstances. Any violation of this policy may result in future ice rental denials.
10. All arena facility bookings, cancellations, payments and inquiries must be made Monday to Friday, during regular business hours.
11. Regular season rentals ice cancellation requires two (2) weeks notice. If the permit holder wishes to cancel ice time on any particular day, the permit holder shall give two (2) weeks notice by contacting the Administrative Department at the Espanola Regional Recreation Complex between the hours of 8:30am and 4:30pm, Monday through Friday.  
If the cancellation occurs with the less than the required two (2) weeks notice there will be billing for 100% of the scheduled ice. In the event the Leisure Services Department is able to rent the cancelled time no fee will be invoiced to the original permit holder. All cancellations must be in writing, preferably email and are not to be considered valid without a written response from the Leisure Services Department.
12. A permit holder may not transfer any unneeded ice time.
13. The permit holder agrees that Arena Attendants or other unauthorized complex staff shall not accept or be responsible for notice of cancellation.



14. Leagues/organizations/businesses must provide the Town with a copy of their certificate of insurance. All must have a minimum of two (\$2,000,000,000) million dollars for all league games, tournaments, playoffs and other events. The Town of Espanola must be an additional named insured.

## **AUDITORIUM AND MEETING ROOM RULES AND REGULATIONS**

1. Permit and payment must be submitted within two (2) weeks from the date of issue or the permit will be cancelled.
2. The permit holder shall provide a deposit of 50% at the time of booking with the balance made payable two (2) weeks days prior to the event.
3. Notice of two (2) weeks is required for any cancellation; otherwise privileges may be suspended until payment for cancelled time is made. Non use of hall/room without prior notice will be charged accordingly.
4. Deposits will be forfeited in the event of cancellation unless facility is re-rented thirty (30) days prior to the function date. At that time 50% of the deposit will be refunded.
5. The permit holder is responsible to have the room cleared and kitchen cleaned following the event. Removal of decorations and property of the caterer may be completed the following day based on the availability of the room and as per prior agreement. Additional charges may be added if the clean up is not completed within the time specified.
6. Exclusive use of the facility or access to any other areas of the property not specified is not permitted. The permit holder may lease other areas of the facility at its discretion. The Town will continue with public operation of the facility during normal operating hours including use of the fitness centre and swimming pool.

## **FIELD USER RULES AND REGULATIONS**

1. The Town of Espanola will ensure that the ball fields are lined and bases are on the in fields as per the information provided by the permit holder prior to the start of each day. Slo-pitch mats must be supplied by the permit holder.  
The Town of Espanola will ensure that the soccer fields are lined in accordance with the information provided by the permit holder and as required.
2. The Town and permit holder will mutually agree to cancellation due to rain/inclement weather. The permit holder will assist with preparation of fields due to rain/inclement weather. If the rain makes the fields unsafe for play the Town will make the final call on whether play will be suspended.
3. The Town will ensure that washrooms are stocked and open for the permit holder during regular, playoff and tournament play. If additional washrooms are needed at the Red McCarthy Memorial Athletic Fields, the permit holder will notify the Town to ensure that there are sufficient washrooms for the number of participants. Portable washrooms will be the responsibility of the permit holder and placed according to the Town Public Works and Parks Department and Public Health specifications.
4. The permit holder will be responsible to ensure that fields remain in a safe condition and will immediately notify the Town of any problems or concerns with the field.
5. If the permit holder discovers that the playing fields are not in a safe condition, they shall immediately refrain from using the said field and shall report to the Town being the Public Works and Parks Department of the problem or concerns with the field during regular business hours, Monday to Friday, 8:00am to 4:00pm by calling 869-1751.
6. The Town retains the right to change fields or to cancel a field should there be unsafe conditions.
7. The Public Works and Parks Department is solely responsible for scheduling use and regular maintenance of the fields. Contact with the Public Works and Parks Department shall be assigned by the league and only those assigned shall have direct contact with the Public Works and Parks Department. A list shall be provided at the beginning of the season.