

City of Melfort Policy Manual

<i>POLICY TITLE:</i> NLP Pool Booking Policy	<i>POLICY NUMBER:</i> 7.1.55	<i>EFFECTIVE DATE:</i> February 13, 2017
<i>ORIGIN:</i> Community Services Department	<i>ADOPTED BY COUNCIL ON:</i> February 13, 2017	<i>DATE AMENDED:</i>

1. GENERAL USE GUIDELINES

- a) MEETING ROOM & POOL RENTRALS – Rental groups must provide written notice or a phone call for cancellation of a rental time a minimum of two (2) days prior to reserved date. If you fail to submit such a notice you will be charged for the full amount of your booking.
- b) That the renter (user group) is responsible for the actions of its party while in the Northern Lights Palace facility or on the Northern Lights Palace property.
- c) The Northern Lights Palace Lifeguards have full authority and are responsible for the overall safety of the user group. The lifeguards also have the right to make any decisions that need to be made and ALL patrons must abide by these decisions.
- d) All pool rules (i.e. no smoking, shower before entering the pool, liquor not permitted, preschoolers must be accompanied into the water by someone 16yrs. Of age or older, etc.) Apply at all times to the user group.
- e) ABSOLUTELY NO ONE is allowed on the deck without a lifeguard on duty, on the deck.
- f) The City reserves the right to cancel without notice if cause is due to circumstance beyond its control. Every effort will be made to notify the user group as soon as possible (within reasonable time).
- g) The City does not guarantee that all water features (waterslide, waves, hot tub, sauna, etc.) will run for all rentals if unforeseen mechanical problems occur or the feature is not suitable to the age/type of user group. This may occur without notice to the user group.
- h) Any group, its members or guests, causing damages, whether accidental or malicious, to the facility and/or equipment will be held financially responsible for the repairs or replacement of such damage in addition to the established rental fee. Failure to pay for said damage will result in the termination of further rental reservations until such payment has been received.
- i) Groups who have previously caused damage at any of the City's facilities, prior to approving further rental requests, may be charged a higher damage deposit or denied access to the facility.
- j) The City of Melfort is not responsible for any lost or stolen articles that are not the property of the City.
- k) This application may be cancelled if secured under misrepresentation.
- l) All food and drink must be purchased at the Palace Concession and any food or drink brought into the facility must be done only with the consent of the concession manager.
- m) The user group hereby agrees and obligates itself to save harmless and indemnify

- the City of Melfort, Leisure Services Department, Leisure Services Advisory Committee and associated staff against any and all claims, liabilities, demands, damages, or rights or causes of action whatever, made or asserted by anyone arising out of or incidental to this application or to the use of occupancy of the permitted premises.
- n) Someone sixteen (16) years of age or older must accompany preschoolers five (5) and under. They must be within arm's reach of the child at all times. Maximum of three (3) preschool children per guardian.
 - o) Management of the Northern Lights Palace Pool reserves the right to alter any of the above said policies in special circumstances.
 - p) Buses **MUST** be parked on the east parking lot due to the Traffic Bylaw #2007-21. If buses are parked along the streets on the north and south side of the Palace Pool a ticket may be given out to the owner of the bus(s).

2. SCHEDULING/BOOKING

- a) The NLP POOL is available for rental from 10:00am to 1:00 pm each day. Requests for bookings outside of these times will be considered as they are received. (See also Closure Dates).
- b) The NLP Pool Birthday Party is available for rental from:
 - Friday 6:00pm – 8:00pm
 - Saturday 3:30pm – 5:30pm
 - Sunday 2:30pm – 3:30pm
- c) All groups are hereby advised that in order to accommodate and develop new activities within our facilities, circumstances may require existing groups to relinquish or relocate time, to accommodate the new activity. Any such situations will be discussed with the existing groups prior to the booking.
- d) Priority of use will be based on, but not limited to, the following categories:
 - i) City Programs and City Sponsored events
 - ii) Special and Annual events.
 - iii) Minor Sport Groups
 - iv) Adult programs
- e) The City of Melfort has the right to request the use of the recreational facilities and lands for its own purpose, provided that the City gives the prior written notice of its intention to use the recreational facilities, acting reasonably, on a specified date, and that the City's proposed use does not adversely impact the revenues and expenses.
- f) **In the event of a cancellation of a booking, a written notice or telephone call of cancellation must be submitted two (2) working days prior to the booking. Failure to submit such a notice will result in the forfeiture of the established rental fee.**

3. GENERAL BOOKING CANCELLATIONS

- a) All cancelled rental times will revert to the Community Service department for leasing purposes. **SUBLETTING IS NOT PERMITTED IN ANY FACILITY.**
- b) All cancellations are subject to a cancellation fee of (\$25.00) twenty-five dollars for each time slot booked.
- c) Should the facility staff assess that the facilities are not suitable for use, and are not used, no fee will be charged.
- d) Cancellations made between 15 days and 48 hours prior to the scheduled rental time will be charged a cancellation fee, as listed in section 3(b). Cancellations made less

than 48 hours will be subject to the full rental cost. There will be no charge for cancellations made prior to 15 days. No shows by users will be treated as less than 48 hours' notice and will be charged accordingly.

- e) The City of Melfort has the right to request the use of the facilities and the lands for its own purpose, provided that the city gives the prior written notice of its intention to use the facilities, acting reasonably, on a specified date, and that the City's proposed use does not adversely impact the revenues and expenses.

4. ACCOUNTS

- a) Payments received after the deadline dates are subject to penalties in accordance with the City accounts receivable policy. If necessary, third-party action may be initiated to collect any outstanding balance.
- b) Groups that are in arrears with their account will be required to prepay their facility usage fees, along with any outstanding balance, prior to any further use.

4.1 SCHOOL RENTALS

- a) **Total payment must be made within (30) days of the billing date.** Failure to pay for said bill will result in the termination of further rental reservations until such payment has been received. It will not be the responsibility of the facility to notify renters of cancelled pool times. Cheques payable to the *City of Melfort*.

4.2 Birthday Party / General Rental

- a) **Total payment must be made (7) days prior to rental date.** Failure to pay for said bill will result in the termination of further rental reservations until such payment has been received. It will not be the responsibility of the facility to notify renters of cancelled pool times. Cheques payable to the *City of Melfort*.

5. CLOSURE DATES

In accordance with the current CUPE Agreement Local 777, the following days shall be observed as statutory holidays:

New Year's Day	
Family Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
First Monday in August	Boxing Day

These dates are considered closure dates unless the user is prepared to pay for the additional costs of operation necessary to keep the facility open at these times. The facilities will close early on Christmas Eve.