

## City of Melfort Policy Manual

<i>POLICY TITLE:</i> <b>Kerry Vickar Centre Booking Policy</b>	<i>POLICY NUMBER:</i> <b>7.1.33</b>	<i>EFFECTIVE DATE:</i> <b>November 17, 2015</b>
<i>ORIGIN:</i> <b>Community Services Department</b>	<i>ADOPTED BY COUNCIL ON:</i> <b>November 16, 2015</b>	<i>DATE AMENDED:</i>

### 1. GENERAL USE GUIDELINES

- a) That the renter ensures the security of the facility through adequate and continual supervision in order to minimize damage and excessive clean-up costs. Excessive clean-up costs will be charged back to the renter.
- b) Groups that utilize the facility for a period longer than their scheduled rental will be charged for any additional time.
- c) 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 and will be subject to the City accounts receivable collection policy.
- d) Groups who have previously caused damage at any of the City's facilities may be refused future rental.
- e) The City reserves the right to cancel without notice if cause is due to circumstances beyond its control. Every effort will be made to notify the user group as soon as possible.
- f) The City of Melfort is not responsible for any lost or stolen articles.
- g) Only regulation, indoor equipment, as approved by the Community Services Department, will be allowed in the facility
- h) All groups wishing to serve alcoholic beverages must secure and display the necessary permit in addition to complying with all regulations established by the Saskatchewan Liquor & Gaming Authority. The City recommends that the users obtain Party Alcohol Liability Insurance. A corkage option may be purchased from the City. The user group will conduct the activities in City facilities in accordance with the laws of the Province of Saskatchewan and the City of Melfort, fire, building, health, and all other regulations relating to the premises.
- i) Conditions of use over and above those detailed above, which are unique to the operation of individual facilities, will be detailed by facility staff.
- j) The renter will be charged the appropriate rental rate or the booking may be cancelled if secured under misrepresentation.
- k) The user will not sublet or part with possession of the facility and/or equipment, or assign or transfer any right, title, or interest in this booking, in whole or in part.
- l) The user group hereby agrees and obligates itself to save harmless and indemnify the City of Melfort, Community Services Department and its 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 booking or to the use of occupancy of the permitted premises.
- m) Use of cellular phones, personal digital assistants, or video devices are prohibited in dressing rooms and washroom facilities.
  - n) Smoking, smokeless tobacco and drugs are not permitted in the facility.
  - o) In order to maintain the control and administration of rentals, all bookings must be made through the Kerry Vickar Centre office, during regular office hours. The staff is advised to direct inquiries to the office. Under no circumstance is the facility to be used because it is vacant.
  - p) Bookings of the facility for use of a public nature require that at least one staff member be on duty during the booking. The presence of a staff member is to ensure the safety of patrons, assist with janitorial and maintenance concerns, and secure the facilities following use.
  - q) When working at the Kerry Vickar Centre, employees are required to wear a uniform depicting they are on duty. This will enable patrons to easily identify workers should questions, concerns or requests arise.

## **2. SCHEDULING/BOOKING**

- a) The KVC is available for rental from 7:00 am to 2:00 am each day. Requests for bookings outside of these times will be considered as they are received. (See also Closure Dates).
- b) 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.
- c) 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
- d) 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.
- e) The diagram for the set-up of the spaces that are to be utilized must be submitted to the KVC staff prior to the event.
- f) For non-regular users, 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. SPECIAL EVENT BOOKINGS**

- a) Special event rentals will be required to provide a deposit of 50% of the total rental cost upon the signing of the booking contract, no later than 30 days after booking the event. The remaining balance for the facility rental must be paid 15 days prior to the scheduled event. Any additional charges incurred during the event will be billed upon the day of the event (i.e. corkage, coffee service and linen service, etc.). Weddings and banquets must be confirmed via signed booking contract within 30 days of booking the event and all facility rental agreements signed.

- b) The diagram for the set-up of the booked space must be submitted to the KVC five days prior to the event.
- c) Cancellation of any special event function within 90 days prior to the event shall result in the forfeiture of the deposit; and further, that cancellation of any function within 15 days prior to the event shall result in a 100% forfeiture of the facility rental fee.

**4. 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 4(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.

**5. 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) All facility rentals will be invoiced at the end of each month. The invoice will have a deadline date for payment.
- c) 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.

**6. 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.