

Overview:

The Ice/Floor Rental Policy has been developed to define the agreement terms to user groups obtaining ice rentals at the Township's owned facilities (Douro Community Centre, and the Warsaw Community Centre).

The attached Ice/Floor Rental Policy covers the detail of the booking process, the payment procedures, the terms and conditions, including insurance, cancellation, dressing room and auxiliary space usage.

Implementation of this policy is the responsibility of the Parks and Recreation Department. There shall be no deviation from this policy unless expressed written consent has been given by the Department and with full approval of Council.

Conclusion:

Staff would like to work with an Ice/Floor Rental Policy to ensure there is standardize approach pertaining to the rental, requirements, payment and cancellation of ice/floor bookings at the Municipalities Community Centres.

Recommendation:

That the Recreation Facilities-2020-13 report, dated September 1, 2020 regarding Ice/Floor Rental Policy be received and that Council approves and adopts as presented.

Financial Impact:

The adoption of an Ice/Floor Rental Policy will ensure the collection of payments in a consistent, timely manner and support budgetary revenue forecasts.

Strategic Plan Applicability:

Sustainability Plan Applicability:

**Ice/Floor Rental Policy – my
questions or suggestions in red
(Shelagh)**

Approved By: Council
Approval Date: Effective
Date: Revision Date:

Policy Statement

To detail the ice/floor rental policy and
agreement terms for the ice surface owned and
operated by the Township of Douro-Dummer

Purpose:

To detail the ice/floor rental policy and agreement terms of the Township's owned facilities (Douro Community Centre, and the Warsaw Community Centre).

Ice Booking Process:

- 1) User Groups committed to an Ice/Floor Seasonal Block of time shall be administered as per the Ice Allocation Policy priority sequence and a confirmation contract signed to ensure ice time agreement.
- 2) Occasional use rentals will then be permitted to book individual ice/floor time slots.
- 3) All ice/floor rentals will be done online, over the phone with Administrative Booking Staff or at the Municipal Office. Rentals will not be confirmed by Facility Attendants. ?? Can CC staff not be trained on the BookKing software and be authorized to take bookings? Who is the Administrative Booking Staff?
- 4) All ice rental details or alterations must be completed through the Manager of Parks & Recreation, with no time trading or bookings to occur between individual user groups. Should this be added?? Trading times between individual user groups may be permitted at the discretion of the Facility's manager.
- 5) Hours scheduled will be strictly adhered to in an effort to maintain a consistent and efficient ice-time operation; thus all users will be expected to vacate the ice surface at the scheduled time.
- 6) The Parks & Recreation Department reserves the right to alter any ice schedule throughout the season due to considerations such as play-off dates, tournaments, major attractions or special event details.

Payment Procedures:

- 1) All ice/floor bookings will adhere to the current Township of Douro-Dummer – Recreation Facilities, Fees Bylaw, **as** approved by Council.
- 2) Users that request to book ice on a statutory holiday shall be required to pay the approved prime time rate. ?? With many tournaments taking place on statutory holidays, might that discourage bookings if a higher rate is charged?
- 3) No ice time shall be scheduled for a new ice season until all outstanding financial commitments have been paid in full.
- 4) All tentative ice/floor bookings are held for 24 hours only. Payment in full and the signing of a rental contract is necessary in order to guarantee a booked time slot. ?? Possibly that should be extended to 48 hours; if a group or association is involved, it may be difficult to make contact between officers/directors.
- 5) Organizations/groups with multiple bookings are required to make in advance monthly payments on their rental contract. A 1.25% per month late payment penalty fee will be applied as per the Fees Bylaw. ?? Is this advance payments for every month?
- 6) Tournaments, special events, competitions, and hockey schools must pay a deposit of 25% of the rental fee at time of booking. ?? Should it be noted when the balance is to be paid by?
- 7) Payment(s) may be made by cheque, credit card, debit, etransfer or cash at the municipal office or online. No payment transactions will be accepted at the Community Centres. Please make cheques payable to the Township of Douro-Dummer. NSF cheques will be charged a fee of \$30.00 per cheque, in accordance with the Fees Bylaw.

Terms and Conditions

Insurance:

The Renter must provide proof of liability insurance in the amount of two million (\$2,000,000.00) dollars which names the Township as third party insured and enter into an indemnity agreement acceptable to the Township. This must be provided upon completing the signed contract.

User Groups and Individuals who do not provide their own liability insurance at the time of booking will be charged a surcharge, to provide coverage under a User Group Program with the municipal policy. The surcharge is in accordance with the Fees Bylaw.

Ice Rental Cancellations:

- 1) All user-groups wishing to cancel blocked ice hours previously confirmed must do so prior to October 1st, or be responsible for the said hours up to March 1st of the season, including full rental payments. ?? Is that clearly laid out in the contract they sign?
- 2) Organizations/groups wishing to return reoccurring ice-time to the municipality after initiation of a contract must provide a minimum of two weeks written notice to allow time to rebook. Amendments to the contract will be made should ice be re-allocated. Should the ice not be re- allocated, the contract will be binding. Irregular one-off times will not be permitted to cancel in a contract. ?? ?? So if a contracted group/organization wants to cancel, and a re-booking is completed by another group, the cancelling group is not liable for the \$\$ due, unless the re-booked time does not include all the time they original group had booked??
- 3) In the case of the opposing team cancelling a game, or in the case of a no-show by the visiting team, the Contract Agreement will still pay for the ice accordingly. The team/players present may continue to utilize the ice.
- 4) Tournaments, special events, competitions, and hockey schools must give a minimum of 2 weeks' notice for cancellation, or forfeit their deposit. ?? If a booking is made months prior to the event and a deposit is provided at that time, up to when can the booking be cancelled? Is the deposit refunded if it is cancelled within a reasonable time frame? What is a reasonable time frame? That should be noted in the contract.
- 5) Should the "Contract Renter" cancel due to inclement weather, they will still be required to adhere to the financial responsibility, unless the Township of Douro-Dummer, Department of Recreation Facilities closes the facility.
- 6) The Township of Douro-Dummer has the right to cancel due to storm, inclement weather, power outage, in the event of a major emergency, mechanical failure of the equipment, safety, structural or ice repairs. The representatives affected will not be charged for cancellations of this nature. Notification to the affected groups will take place as soon as possible.

Ice Resurfacing:

- 1) All ice rentals include 10 minute ice resurfacing with a minimum of one ice resurfacing every two hours.
- 2) All ice resurfacing (floods) will be at the discretion of the Recreation and Facilities Department personnel, not the facility user; and to be pre-determined well in advance of the rental by said personnel.
- 3) In consideration of the safety regulations during operation of the ice-resurfacing unit, users agree to remain off the ice until the entire resurfacing has been completed and doors are closed.

Auxiliary Spaces Use:

- 1) Organizations utilizing the facility will be responsible for spectators attending their event, including admission, conduct and control. **Should we add?? In the event that facility staff is present during the event, they also have a responsibility for the conduct and control of the event.**
- 2) All requests for auxiliary facilities and services must be arranged well in advance of the event and may be subject to rental fees as outlined in the Fees Bylaw
- 3) All Department office areas are restricted from access; and all lobby/foyer arrangements must be approved through personnel (i.e. admissions, souvenir sales, food/beverage services, draw tickets/lotteries sales, etc.)
- 4) Users are advised that all Township of Douro-Dummer facilities are smoke-free, **vape free**, tobacco free and Renters must inform their participants accordingly. Failure to comply could result in fines from Public Health.
- 5) Illegal drugs and alcohol (except where licensed area permits) will not be tolerated in municipal facilities. Renters must inform their participants accordingly. Failure to comply **may result in the cancellation of the event** and, **if required**, the police will be called.

Dressing Rooms:

- 1) Dressing room assignment is at the discretion of Recreation Facilities personnel.
- 2) Dressing room keys will be available from the Facility Attendant prior to your time slot. Keys are to be returned to the Facility Attendant at the completion of the rental.
- 3) Dressing rooms should be left clean, neat and tidy, and users should be respectful of noise volume.
- 4) Any damage as a result of vandalism or misuse will result in the cost of the repair being the responsibility of the user group. The Township will invoice the user group accordingly.
- 5) The use of photographic devices including cameras and cellular phones is prohibited in the dressing rooms and washroom areas.