

THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI

BY-LAW NO. 10-896

Being a by-law to adopt a Municipal Facility Rental Policy for the Municipality of Temagami.

WHEREAS under Section 8. (1) of the Municipal Act, 2001, S.O., 2001, c.25, as amended, the powers of a municipality under this or any other Act shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate and to enhance the municipality's ability to respond to municipal issues.

AND WHEREAS the Municipality deems that it would be expedient to have a policy to govern the rental and booking of municipal facilities;


NOW THEREFORE the Council of the Corporation of the Municipality of Temagami hereby enacts as follows:

1. That the Municipality hereby adopts the MUNICIPAL FACILITY RENTAL / BOOKING POLICY attached hereto as Schedule "A" to this bylaw.
2. This bylaw shall come into force and take effect upon final passing thereof.


BE TAKEN AS READ A FIRST time on this 14th day of January 2010.

READ A SECOND time on this 8th day of April, 2010.

READ A THIRD time and finally passed this 26th day of April 2010.



MAYOR



CAO/Clerk

Schedule “A” to Bylaw 10-896

MUNICIPAL FACILITY RENTAL / BOOKING POLICY

The Municipality of Temagami has deemed it appropriate for members of the community to be able to access our facilities for community purposes. The following sets out the policy for use of Municipal Facilities.

I. APPLICABLE FACILITIES

The Municipality facilities that may be booked for public use are as follows:

- The Community Centre Hall
- The Arena Ice Surface and Change Rooms
- The Arena Surface with Ice Out
- The Welcome Centre Theatre
- The Library/Employment Resource Centre Meeting Room
- The Marten River Fire Hall
- The Tennis Courts at the Community Centre

The following areas are not for public use:

- The Municipal Boardroom
- The Municipal Offices
- The Public Works Facility
- The Temagami Fire Hall

The following facilities are currently under lease. Any booking arrangements are to be made directly with the lessee.

- The Temagami Train Station
- The Ski Chalet

II. WRITTEN AGREEMENTS AND DOCUMENTATION REQUIRED

When renting facilities, the individual or organization representative will complete and sign a rental agreement with the Municipality and provide all the required documentation prior to being given access to the facility. Required documentation is as follows:

- The Community Centre Hall or Tennis Courts
 - o Community Centre Rental Agreement
 - o Municipality Of Temagami Facility Rental Check List / Questionnaire
- The Arena Ice Surface and Changerooms
 - o Ice Time Rental Agreement
- The Arena Surface with ice out
 - o Community Centre Rental Agreement
 - o Municipality Of Temagami Facility Rental Check List / Questionnaire
- The Welcome Centre Theatre
 - o Municipal Theatre Rental Agreement
 - o Municipality Of Temagami Facility Rental Check List / Questionnaire
- The Marten River Fire Hall

- o Marten River Fire Hall Rental Agreement
 - o Municipality Of Temagami Facility Rental Check List / Questionnaire
 - The Library/Employment Resource Centre Meeting Room*
 - o Temagami Public Library Meeting Room Reservation Form
- * Must also comply with Temagami Public Library Policy.

In addition:

For facilities where permitted under the Municipal Alcohol Policy, if alcohol is to be served, the following documentation is also required:

- Agreement Form For Special Occasion Permit Holder
- A copy of the Special Occasion Permit or Liquor Licence

For ALL facilities proof of liability insurance is also required unless Facilities User Coverage is obtained through the Municipality. See section IV for further detail.

III. FEES AND DEPOSITS

Where there is a fee charged for the use of the facility, it will be as set out in the current user fee bylaw. From time to time, community groups may request donations of the cost of the facility rental, or a part thereof from the Municipal Council. All such requests must be made in writing to the Mayor and Council prior to the event taking place. Written requests should be submitted to the Municipal Office as far in advance of the event as possible. The decision whether or not to donate all or part of the cost of the facility rental is entirely at the discretion of Council. **Even if Council chooses to donate the full cost of the facility rental, the required documentation must be completed in the usual manner and the damage and cleaning deposits still made.** The timing of payments for rental fees; the amount of damage and cleaning deposits required; and refund policies vary by facility and are stated in the particular rental agreement, if applicable. All payments of fees and deposits must be remitted to the Municipal Office. The facility must be left in the same, or better, condition as on arrival, or a charge will be levied upon the user to return it to the original condition, and the applicable amount will be deducted from the damage / cleaning deposits. If the deposits do not cover the full amount, the user will be invoiced for the balance.

IV. INSURANCE COVERAGE.

Liability insurance coverage for the user is required for all facility rentals. Individuals or organizations may provide their own liability insurance, provided that the Municipality of Temagami is added as an "Additional named insured" and written proof of the insurance coverage is provided to the Municipality. The Municipality of Temagami also offers Facility Users Coverage through the Municipality's insurer. If a facility user chooses to take this option, they must check off the box "[] Through Municipality" on the Municipality Of Temagami Facility Rental Check List / Questionnaire and pay the applicable fee as set out by the Municipality's insurer. Exceptions: Walk-in and occasional hourly rentals shall be covered through the municipal insurer automatically with the cost for said insurance included as part of the rental fee, provided that the Ice Time Rental Agreement is completed in advance of commencement of actual ice time use. In all such cases, the arena attendant is responsible

to provide the number of participants with the fees to the accounting department on the next business day.

V. KEYS

When keys are provided they must be signed for when taken. Keys must be returned as soon as possible following the event.

VI. ATTACHMENTS

- o Community Centre Rental Agreement
- o Ice Time Rental Agreement
- o Municipal Theatre Rental Agreement
- o Marten River Fire Hall Rental Agreement
- o Municipality Of Temagami Facility Rental Check List / Questionnaire
- o Agreement Form For Special Occasion Permit Holder

MARTEN RIVER FIRE HALL RENTAL AGREEMENT

THIS AGREEMENT made in duplicate this day of _____, _____.

BETWEEN:

THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI

AND

(hereinafter called the "applicant")

The applicant agrees to rent the premises owned by the Municipality at 2877 Highway 11 N. (Marten River Fire Hall), Temagami, Ontario on the day of, for the _____ purpose of _____; and for no other purpose.

AND WHEREAS it is necessary to establish certain guidelines and rules for the purpose of the rental of the aforesaid premises;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual terms and covenants hereinafter contained, the parties hereby agree as follows:

1. The Municipality agrees to rent to the applicant, the premises as stated above from _____ on the day of, _____ until on the day of, _____.
2. Full payment must be made at the time of booking. If the applicant cancels the booking after completing this agreement, a minimum of \$20.00 will be retained by the Municipality for administrative costs.
3. A deposit of \$ 100.00 will be deposited with the Municipality to cover damages to the building or property within the building and a further deposit of \$50.00 will be required for damage to the kitchen equipment. Rebate of deposits will be forwarded after final inspection of the hall by authorized personnel.
4. Intoxicating beverages shall not be permitted in the hall at any time except under LCBO regulations.
5. The applicant shall allow any agents of the Municipality access to the premises during the function for the purpose of inspection and ensuring that all regulations hereunder are complied with.

6. The applicant agrees that the premises have been inspected and hereby accepts the premises as being in proper condition, and hereby undertake to indemnify and save harmless the Municipality from any and all claims for damage whatsoever arising out of the applicants use of the premises during the function. The building shall be left in the same condition as received.
7. The applicant is required by the Municipality to obtain his/her own liability insurance, which must include clauses to add the corporation of the Municipality of Temagami as an "Additional named insured", covering the activities of the applicant while using the facilities rented from the Municipality. The applicant may purchase insurance coverage through the Municipality's insurer. If a quote is required, the applicant is responsible to ensure that the forms are submitted to the Municipal Treasurer for a price quote ten (10) days prior to the event.
8. The applicant hereby acknowledges receipt of a copy of the contract and agrees to abide by all the conditions contained herein.

In WITNESS thereof, the parties have executed this agreement on the herein set forth:

DATE

FOR THE MUNICIPALITY OF TEMAGAMI

APPLICANT

WITNESS

Applicants Name, Address and Phone Number

DAMAGE DEPOSIT

Deposit Amount _____

Less Damages _____

TOTAL REBATE _____

AUTHORIZED SIGNATURE “

Rental Agreement Number _____

MUNICIPALITY OF TEMAGAMI FACILITY RENTAL CHECK LIST / QUESTIONNAIRE

Date and Time of Event: _____

Type of Event: _____

Legal Name of Individual or Organization: _____

Operating Name of User (if different): _____

Contact Name: _____

Address: _____

Telephone: _____

Rental Rate: Location: _____

Expected Attendance: _____ Keys Required? ☐ Yes ☐ No

Will alcoholic beverages be available and/or sold? ☐ Yes ☐ No *If yes complete below*

Liquor License / Special Occasion Permit No.*: copy must be provided _____

Permit Holder's Name: _____

Are minors to be admitted? ☐ Yes ☐ No

Will non-alcoholic beverages be available? ☐ Yes ☐ No

Transportation Strategies: ☐ Designated Driver ☐ Van or Bus ☐ Other: _____

Insurance Policy #* : OR ☐ Through Municipality _____

Special Considerations: _____

Have you received a copy of the Municipal Facilities Rental Policy? Yes ☐ No ☐

Do you understand this Policy? Yes ☐ No ☐

Print Name

Signature

Date

AGREEMENT FORM FOR SPECIAL OCCASION PERMIT HOLDER

1. I have received and reviewed a copy of the Municipality of Temagami's Guidelines for Special Occasion Permit Holders (Municipal Alcohol Policy).
2. I understand that I must adhere to the conditions of the Alcohol Policy and the Liquor License Act of Ontario.
3. I understand that if I or other individuals at the event fail to adhere to the Alcohol Policy, the Municipality of Temagami Staff will take the appropriate action. This action may include eviction, revoking of the Special Occasion Permit, and the notification of local authorities.
4. I understand I can be held liable for injuries and damages arising from failure to adhere to the Liquor License Act of Ontario.

Name

Date



Corporation of the Municipality of Temagami Community Centre Arena Ice Time Rental Agreement

This agreement is herewith entered into between the Corporation of the Municipality of Temagami, hereinafter referred to as “the Municipality,” and, _____ hereinafter referred to as “The Lessee,” for ☐ Daily/Hourly ☐ Weekend ☐ Seasonal rental of ice time at the Community Centre Arena from _____ to. _____

Terms and Conditions

1. As per the current user fee bylaw, the rental rate shall be \$+ GST per. _____
2. The Lessee must forward requests for seasonal ice rentals in writing to the Recreation and Facilities Manager. The Manager shall upon receipt of all requests formulate a weekly schedule of ice rentals and in the event of overlapping or conflicting time requests convene a meeting with those parties involved in order to reach a mutual resolution to the matter.
3. Individual ice rentals should be booked through the Recreation and Facilities Manager during business hours. Walk-in rentals may be made directly through the Arena Attendant on duty, who, at the earliest possible date, will inform the Manager of said rental. The Attendant shall be responsible for the collection of all rental fees associated with any walk-in rentals. **Note: Walk-in rentals are subject to availability of ice time and staff scheduling.**
4. The Recreation and Facilities Manager shall ensure that copies of the weekly ice schedule are on site at the Arena for the purposes of verifying actual ice time used by all seasonal Lessees. The Recreation and Facilities Manager shall, on a regular basis, collect these schedules and compile a monthly total of ice rentals used by the Lessee for the purposes of invoicing the Lessee.
5. The Lessee or a representative thereof shall be responsible for ensuring that payment shall be made to the Municipality for ice rentals accrued on a monthly basis within thirty days of receiving the invoice from the Municipality. In the instance where the Lessee is conducting a special event (tournament, ice show etc.), the Municipality shall issue an invoice for the same on the next business day following the event. The Lessee shall be responsible for ensuring that the invoice for the event is paid within thirty days of receipt.
6. The Lessee or a representative thereof shall ensure that all members of the team (or teams) involved with the rental remain off the ice surface during resurfacing operations and continue to do so until such time that the Operator has removed the resurfacing unit and the machine gates are closed. There shall be no disorderly or unlawful conduct by the team or any of its members.
7. The Lessee or a representative thereof shall be responsible for picking up a key for a dressing room from the Arena Attendant or other staff and ensure that the room is locked prior to entering the ice surface. Should the lock prove defective or be unable to be secured the Lessee or a representative thereof shall notify the Arena Attendant immediately. The Municipality shall assume no responsibility for any lost or stolen goods and/or money, from a dressing room or any other part of the arena to which the public has access.
8. The Lessee or a representative thereof shall ensure that the dressing room is vacated within thirty (30) minutes of leaving the ice surface and will also ensure that the dressing room is left in a reasonably tidy condition and that all showers are turned off. Failure to comply with this may result in loss of future ice rentals. As well, the Lessee or representative thereof shall also ensure that the dressing room, fixtures or contents of the room **are not**

damaged in way, shape or form. In the event of damages being reported, the Recreation and Facilities Manager shall invoice the Lessee for the replacement cost of the equipment and any associated professional repair costs involved.

9. The Lessee or a representative thereof shall ensure that no member of the team (or teams) involved with the ice rental **willfully** or **maliciously** cause damage to any part of the arena, its contents and equipment or to the property itself. In the event of any such damage to the arena property, its contents and equipment, the Operator on duty shall file a written report to the Recreation and Facilities Manager and the Lessee shall be invoiced for the replacement cost or professional repair costs associated with the incident.

10. It shall be the responsibility of the Lessee to provide liability insurance coverage for their event, with the Municipality of Temagami named as an "Additional named insured" or to purchase said insurance through the Municipality's insurer. Walk-in and occasional hourly rentals shall be covered through the municipal insurer automatically with the cost for said insurance included as part of the rental fee, provided that the Ice Time Rental Agreement is completed in advance of commencement of actual ice time use.

11. In the event of ice time needing to be cancelled due to bad weather, two hours (2 hours) notice is required. Cancellations for all other reasons require three days (72 hours) notice to be given to the Manager so that the necessary schedule changes may be made. To contact the Manager please call 569 - 3274 during regular business hours on any particular day. If the manager is not in the office, please leave a message.

12. If the Municipality wishes to cancel ice time on any particular day, due to a special event or major attraction to be held at the Arena, the Recreation and Facilities Manager shall provide the Lessee with **seven (7) days** notice. In this instance the cancelled ice time shall not be invoiced. ***It is to be understood by both parties involved with this agreement that any major attraction scheduled to be held at the Arena has priority and shall supersede any ice rental agreements.***

13. The Lessee or representative thereof shall ensure that there are **NO alcoholic beverages in the Arena at any time.** **NOTE:** It is illegal to have alcohol of any sort in the Arena without as Special Occasion Permit issued by the Liquor Control Board of Ontario.

14. It is the responsibility of the Lessee (or a representative thereof) to notify each member of the association or team of the terms and conditions of this agreement.

Duration of Agreement

This agreement shall be in effect from the time that both parties sign it and shall be in effect for the period of time stated above, which shall be made for the current season of operations only.

Acceptance of Agreement

I, have read the terms and conditions of this agreement as set out above and hereby accept the same on behalf of the said members of the association or team. I hereby acknowledge and agree that breach of any of the terms and conditions may result in the termination of this agreement at the discretion of the Recreation and Facilities Manager.

Dated and signed at Temagami, Ontario, this day of _____

Facilities Manager

Association or Team Representative

Name of Representative (please print)

Address/Phone # of Contact Person.

COMMUNITY CENTRE RENTAL AGREEMENT

THIS AGREEMENT made in duplicate this day of _____, _____.

BETWEEN:

THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI

AND

(hereinafter called the "applicant")

The applicant agrees to rent the premises owned by the Municipality at 100A Spruce Drive (Temagami Community Centre), Temagami, Ontario on the day of _____, _____, for the purpose of; and for no _____ other purpose.

AND WHEREAS it is necessary to establish certain guidelines and rules for the purpose of the rental of the aforesaid premises;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual terms and covenants hereinafter contained, the parties hereby agree as follows:

1. The Municipality agrees to rent to the applicant, the premises as stated above from _____ on the day of, _____, until on the day of, _____.
2. Full payment must be made at the time of booking. If the applicant cancels the booking after completing this agreement, a minimum of \$20.00 will be retained by the Municipality for administrative costs.
3. A deposit of \$100.00 will be deposited with the Municipality to cover damages to the building or property within the building and a further deposit of \$50.00 will be required for damage to the kitchen equipment. In addition, a cleaning deposit of \$150.00 is required. Rebate of deposits will be forwarded after final inspection of the hall by authorized personnel.
4. The applicant hereby undertakes and agrees to comply with all necessary requirements under the Municipal Alcohol Policy and the Liquor License Act, all amendments thereto and all regulations thereunder. (Hall capacity is 205 persons.)

5. The applicant is responsible for obtaining his/her own Special Occasion Permit, and to provide a copy to the Municipality.
6. Intoxicating beverages shall not be permitted in the hall at any time, except under LCBO regulations.
7. The applicant shall allow any agents of the Municipality access to the premises during the function for the purpose of inspection and ensuring that all regulations hereunder are complied with.
8. The applicant agrees that the premises have been inspected and hereby accepts the premises as being in proper condition, and hereby undertake to indemnify and save harmless the Municipality from any and all claims for damage whatsoever arising out of the applicants use of the premises during the function. The applicant shall be responsible for set up and clean up and the building shall be left in the same condition as received.
9. The applicant is required by the Municipality to obtain his/her own liability insurance covering the activities of the applicant while using the facilities rented from the Municipality. Party Alcohol Liability Insurance must include clauses to add the corporation of the Municipality of Temagami as an "Additional named insured". The applicant may purchase insurance coverage through the Municipality's insurer. If a quote is required, the applicant is responsible to ensure that the forms are submitted to the Municipal Treasurer for a price quote ten (10) days prior to the event. For all special occasion events where alcohol will be served, the applicant must fill out and meet the requirement of the facilities rental checklist for such events.
10. NO CONFETTI shall be allowed inside the hall.
11. The hall shall be vacated by the time stated in section #1 above on the date of the event. All personal items must be removed by that time (i.e. liquor, empty bottles, food, etc...), except by special permission.
12. The applicant hereby acknowledges receipt of a copy of the contract and agrees to abide by all the conditions contained herein.

In WITNESS thereof, the parties have executed this agreement on the herein set forth:

DATE

WITNESS

Applicants Name, Address and Phone Number



Rental Agreement Number _____

THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI

DAMAGE DEPOSIT

Deposit Amount _____

Less Damages _____

TOTAL REBATE _____

AUTHORIZED SIGNATURE

MUNICIPALITY OF TEMAGAMI FACILITY RENTAL CHECK LIST / QUESTIONNAIRE

Date _____ and _____ Time _____ of _____ Event: _____

Type _____ of _____ Event: _____

Legal Name _____ of _____ Individual _____ or _____ Organization: _____

Operating Name _____ of _____ User _____ (if _____ different): _____

Contact _____ Name: _____

Address: _____

Telephone: _____

Rental _____ Rate: _____ Location: _____

Expected Attendance: _____ Keys Required? ☐ Yes ☐ No

Will alcoholic beverages be available and/or sold? ☐ Yes ☐ No *If yes complete below*

Liquor License / Special Occasion Permit No.*: *copy must be provided

Permit Holder's Name: _____

Are minors to be admitted? ☐ Yes ☐ No

Will non-alcoholic beverages be available? ☐ Yes ☐ No

Transportation Strategies: ☐ Designated Driver ☐ Van or Bus ☐ Other: _____

Insurance Policy _____ #: _____ :OR _____ [_____] Through _____ Municipality

Special _____ Considerations: _____

Have you received a copy of the Municipal Facilities Rental Policy? Yes ☐ No ☐

Do you understand this Policy? Yes ☐ No ☐

Print Name

Signature

Date

APPENDIX "A"

AGREEMENT FORM FOR SPECIAL OCCASION PERMIT HOLDER

1. I have received and reviewed a copy of the Municipality of Temagami's Guidelines for Special Occasion Permit Holders (Municipal Alcohol Policy).
2. I understand that I must adhere to the conditions of the Alcohol Policy and the Liquor License Act of Ontario.
3. I understand that if I or other individuals at the event fail to adhere to the Alcohol Policy, the Municipality of Temagami Staff will take the appropriate action. This action may include eviction, revoking of the Special Occasion Permit, and the notification of local authorities.
4. I understand I can be held liable for injuries and damages arising from failure to adhere to the Liquor License Act of Ontario.

Name

Date

MUNICIPAL THEATRE RENTAL AGREEMENT

THIS AGREEMENT made in duplicate this day of, _____.

BETWEEN:

THE CORPORATION OF THE MUNICIPALITY OF TEMAGAMI

AND

(hereinafter called the "applicant")

The applicant agrees to rent the Municipal Theatre owned by the Municipality at 7 Lakeshore Drive, Temagami, Ontario on the day of, for the purpose of _____
_____ ; and for no other purpose.

AND WHEREAS it is necessary and desirous to establish certain guidelines and rules for the purpose of the rental of the aforesaid premises;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual terms and covenants hereinafter contained, the parties hereby agree as follows:

1. The Municipality agrees to rent to the applicant, the premises as stated above from _____ on the day of, until _____
_____ on the day of, _____
2. Full payment must be made at the time of booking.
3. A deposit of \$50.00 will be deposited with the Municipality to cover damages to the building or property within the building. The deposit will be refunded after final inspection of the theatre by authorized personnel.
4. The number of tickets sold or the number of spectators permitted shall not exceed the audience seating capacity of capacity of 94 persons.
5. No food or drink is allowed in the audience section of the Municipal Theatre. Water may be provided in the stage section when set up for and being used for meeting purposes, but no other food or beverages are permitted.
6. The applicant agrees that the premises have been inspected and hereby accepts the premises as being in proper condition, and hereby undertake to indemnify and save harmless the Municipality from any and all claims for damage whatsoever arising out of the applicants use of the premises during the function. The building shall be left in the same condition as received.

7. The applicant shall be responsible for moving the Council desks and equipment if needed for the purposes of the rental and returning these to the same location and in the same condition that they were prior to the rental. If the applicant prefers, he/she may elect to have Municipal Staff move the desks and equipment and pay the set-up/clean-up charge as set forth in the current User Fee bylaw.
8. The applicant shall allow any agents of the Municipality access to the premises during the function for the purpose of inspection and ensuring that all regulations hereunder are complied with.
9. If a special occasion permit is being applied for, the applicant is required by the Municipality to obtain his/her own liability insurance covering the activities of the applicant while using the facilities rented from the Municipality with a cross-liability clause naming the Municipality of Temagami. The applicant may purchase insurance coverage through the Municipality's insurer. If a quote is required, the applicant is responsible to ensure that the forms are submitted to the Municipal Treasurer for a price quote ten (10) days prior to the event. For all special occasion events where alcohol will be served, the applicant must fill out and meet the requirement of the facilities rental checklist for such events.
10. The applicant is responsible to ensure that the forms are submitted to the Municipal Treasurer for a price quote ten (10) days prior to the event, and to fill out and meet the requirement of the facilities rental checklist
11. The hall shall be vacated by the time stated in section #1 above on the date of the event. All personal items must be removed by that time except by special permission.
12. The applicant hereby acknowledges receipt of a copy of the contract and agrees to abide by all the conditions contained herein.

Name of Individual or Organization: _____

Contact Name: _____

Address: _____

Telephone: _____

Rental Rate: _____

Expected Attendance: _____

Keys Required? ☐ Yes ☐ No

Special Occasion Checklist Required? ☐ Yes ☐ No

In WITNESS thereof, the parties have executed this agreement on the herein set forth:

Date

Applicant's Signature

ACCEPTED BY MUNICIPALITY:

Authorized Signature