

The Corporation of the Municipality of Temagami

By-law 24-1722

Being a By-law to Adopt a Rink Board Space Advertising Policy for the Temagami Community Centre

WHEREAS under Section 8. (1) of the Municipal Act, 2001, S.O., 2001, c.25, as amended, (the Act) 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 under Section 10 of the Act, a municipality may provide and may pass by-laws respecting any service or thing that the municipality considers necessary or desirable for the public; and, without limiting Section 10, Section 391 authorizes a municipality to impose fees or charges for services provided and for the use of its property;


AND WHEREAS the Council of the Corporation of the Municipality of Temagami deems it desirable to adopt said policy;

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

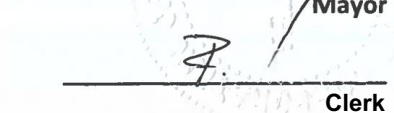
1. That the Municipality hereby adopts the 'Rink Board Space Advertising Policy' attached hereto as Schedule "A" and forming part of this bylaw.
2. That the Facility Manager/Recreation Coordinator, the Chief Administrative Officer or Clerk are hereby authorized to execute Rink Board Advertising Agreements on behalf of the Municipality.
3. That the Clerk of the Municipality of Temagami is hereby authorized to make minor modifications or corrections of a grammatical or typographical nature to this by-law and schedule, after the passage of this by-law, where such modifications or corrections do not alter the intent of the by-law.
4. This By-law rescinds By-law 14-1185 and any other By-law pertaining to 'Rink Board Space Advertising Policy'.
5. That this bylaw shall come into force and take effect upon final passing thereof.

Read a First and Second Time this 8th Day of February, 2024.

Read a Third and Finally Passed this 8th Day of February, 2024.



Mayor



Clerk



The Corporation of the Municipality of Temagami

Policy Number: 2.9.2 **Policy Name:** Rink Board Space Advertising Policy

By-law Number: 24-1722 **Effective Date:** February 8th, 2024

1. Purpose and Scope

Purpose

The Purpose of this Policy is to provide the opportunity for interested parties to rent advertising space at the Temagami Community Centre and to ensure that all such advertising supports the Municipality's values and mission.

Scope

This policy applies to rental of advertising space on the rink boards in the Temagami Community Centre, located at 100 Spruce Drive, Temagami, Ontario.

2. Definitions

Advertising Space shall mean a section of the white boards encompassing the ice surface at the Temagami Arena that is standard 3 feet by 8 feet.

Advertiser shall mean the individual, business, or organization that enters into an agreement with the Municipality under this policy.

Municipality shall mean the Corporation of the Municipality of Temagami.

3. Requirements for Advertising

Interested parties wishing to rent advertising space at the Temagami Community Centre shall complete, sign and submit an application form to the Municipality. The application form shall be as set out in "Appendix A" to this policy, which may be amended by authorization of the Council for the Corporation of the Municipality of Temagami. The wording and format of the advertisement shall be attached to the application form. The form or content shall be suitable for audiences of all ages and appropriate for a Municipally owned public space, or it shall be rejected by the Municipality. Inappropriate form and/or content shall include, but not be limited to:

- Derogatory comments or wording
- Alcohol
- Tobacco
- Religion
- Sexually Explicit Material

The advertiser shall not sublet, assign or apportion any part of the advertising space. Only one advertiser shall be permitted per single advertising space.

The Municipality of Temagami will not be responsible for false and/or misrepresented information.

4. Agreements and Fees

The fee for advertising space shall be set annually as part of the Municipality's user fee by-law. The rink board fee shall be quoted based upon a one-board space with a maximum height and width of 3 feet by 8 feet.

Rink Board space shall be granted on a first come, first served basis, based on space availability. If payment is not received within 30 days of acceptance by the Municipality the advertiser may lose the right to advertise on the rink board designated at the time of execution of the agreement.

Agreements to rent advertisement space shall be for a period of not less than one year or more than two years, based upon the user fee in effect at the time of the execution of the agreement. Agreements may be renewed for an additional period of up to two years per renewal at the user fee rate in effect on the renewal date. Full payment for the duration of the agreement shall be payable upon acceptance by the Municipality and before the advertisement is installed.

It shall be the responsibility of the advertiser to provide the advertising medium (peel and stick vinyl, lexan, etc.) and/or any other details required for the approved advertisement. The Municipality shall install the advertising medium provided by the advertiser. The Municipality shall not be responsible for any damage caused to the advertisement by activities on the rink. The Municipality shall replace damaged ads only if the advertiser provides replacement materials. The advertiser may provide additional copies of advertisements to be placed on standby in case of damage.

5. Cancellation

The advertiser may cancel or withdraw an ad at any time, but in the event that the advertiser withdraws or cancels the advertisement, or fails to replace a damaged advertisement, the Municipality shall not refund any monies received. The Municipality shall reserve the right to cancel or remove any ad upon 30 days notice in writing to the advertiser. Upon cancellation by the Municipality, the Municipality shall refund a proportional amount of advertising rent based upon time left in the contract and return any advertising materials to the advertiser.

**The Corporation of the
Municipality of Temagami**

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P.O. Box 220
Temagami, Ontario
POH 2H0

E-MAIL: communicate@temagami.ca
WEBSITE: www.temagami.ca

PHONE: (705) 569-3421
FAX: (705) 569-2834



Rink Board Advertisement Agreement Form

("Appendix A" to By-law 24-1722, Policy 2.9.2)

Between

The Corporation of the Municipality of Temagami

(hereinafter called "the Municipality")

And

Organization Representative: _____

Organization: _____

Mailing Address: _____

Phone Number: _____ **Email:** _____

(hereinafter called "the Applicant")

The Applicant must support the Municipality By-law(s), values and mission. The Municipality retains the right to reject any "Applicant" that it deems inappropriate or cancel any 'Rink Board Space' at any time for any reason.

The Applicant agrees to purchase 'Rink Board Space' at the Temagami Community Centre owned by the Municipality located at 100 Spruce Drive, Temagami, ON, for a period of The wording and format of the advertisement must be attached to this application form. The Municipality requires a payment for the 'Rink Board Space' in the amount of five hundred dollars (\$500.00) plus HST. Payment for 'Rink Board Space' will not be anything less than a one (1) year period.

The Applicant agrees to issue payment of \$for a period of _____ years. (NOTE: the \$500.00 plus HST per year charge is for one (1) 'Rink Board Space' with a maximum height and width of 3'X8').

After acceptance by the Municipality, the Applicant must provide full payment of funds, necessary advertisement (peel and stick vinyl, lexan, etc.) and/or any other details required within thirty (30) days of receipt of acceptance.

The Municipality will not be responsible for replacing damaged ads. If the Applicant wishes to provide any additional advertisements to be placed on standby in case of damage they may do so to replace.

Application for a 'Rink Board Space' can only be made by completion of the 'Rink Board Advertisement Agreement'. 'Rink Board Space' is granted on a first come first served basis, based on space availability.

By signing this agreement, the Applicant recognizes that payment is to the Municipality, not to any individual member(s). There will be no refunds once monies have been received.

The Applicant may not sublet, assign or apportion any part of the 'Rink Board Space', nor represent, advertise or distribute literature or materials for the products or services of any companies or bodies.

By the Municipality signing this agreement they oblige to uphold their commitment of installing the Applicant's advertisement provided to the Municipality by the Applicant on a 'Rink Board Space' at the Temagami Community Centre.

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 member(s) of the Applicant.

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

Date

Applicant's Signature

ACCEPTED BY THE MUNICIPALITY: _____
Representative of the Municipality's Signature