



Village of Chase Policy Manual

Title:	ADM – 22 Community Hall	
Date Effective:	February 1, 2016	First Revision: December 2015
Date Approved:	January 12, 2016	Date Approved: March 12, 2013
Special Notes / Cross Reference:	Schedule “E” of Bylaw 734-2011 rescinded by Bylaw 734-1, 2013	

POLICY:

This policy intends to ensure the responsible use of the Village of Chase Community Hall.

PURPOSE:

It is the purpose of this Policy to establish guidelines for the general use of the Community Hall. This policy is to be used in conjunction with the Fees and Charges Bylaw.

This policy will be used to:

- Ensure that only authorized user groups have access to and use of the Community Hall;
- Establish consistent, fair and equitable procedures for the rental and use of the Community Hall;
- Provide consistent guidelines and procedures to be followed for Village staff and all Community Hall user groups to ensure sustainable and efficient administration and management of the Hall.

DEFINITIONS:

Agreement Holder means the signatory on the General Rental Agreement or Long-Term User Agreement.

Casual User is an occasional renter / user that does not use a regularly scheduled time slot through a season.

Commercial Organization is an organization which operates on a for-profit basis.

Community Event means rental of time to community groups for non-profit community activities.

Long term user group means an organization or group that uses the Facility on a regular basis, whether for the purpose of regularly scheduled events, events or storage.

Facility refers to the Village of Chase Community Hall located at 547 Shuswap Avenue.



Village of Chase Policy Manual

Non-Profit Organization is a group of individuals joined together on a non-profit basis or a non-profit organization incorporated under the Society Act of BC. To be eligible for the Non-Profit rate, the following conditions must apply:

- Membership of the group is open and available to any Village of Chase resident;
- The purposes and practices of the group are not contrary to the BC Human Rights Act or the group is not involved in the promotion of unlawful activities;
- The purpose of the group will enrich the community;
- Must have exclusive control of the booked time and be able to directly pay the rental fees;
- Must be legally responsible and liable for all activities related to the event;
- Must direct any net profit from the event to the purposes of the non-profit organization;
- May employ or contract others on a “fee for service” for the delivery of the event.

User Group means any group or individual who uses the Community Hall for a private or public function.

Village Staff means unionized and non-union staff and contractors hired by the Village of Chase, but does not include elected officials.

GENERAL TERMS & CONDITIONS

Agreement: The Agreement Holder is authorized to only use the Hall for the event, date and times as set out in the Agreement. All renters must adhere to the Terms & Conditions as set out in the User Agreement. All requested information must be received prior to the event (e.g. proof of insurance coverage, damage deposit, contact details, etc). The Agreement Holder will not allow any other person, group or organization to use or sub-lease the Hall.

Agreement with Chase Lions Club: This Policy does not cover the Chase Lions Club as they are part of a separate agreement.

Agreement Changes: Any changes to the Agreement must be made in writing and signed by the Agreement Holder and a Village representative. While all attempts to accommodate changes will be made, some changes may not be allowed.

Cancellations:

- Cancellation by Agreement Holder:** All bookings are subject to a cancellation fee. If the Agreement Holder delivers written notice of cancellation at least fourteen (14) days prior to the date of the event, the Agreement Holder is not required to pay the Rental Fee for the event. However, a cancelled booking regardless of the number of days notice, will result in the forfeit of the rental deposit. Transferability of the rental deposit may be allowed at the sole discretion of the Village.
- Cancellation by Village for Agreement Holder’s Breach:** Without limiting other remedies available to the Village, the Village may cancel the Agreement, prevent the Agreement Holder from holding the event or remove the Agreement Holder from the Hall during the event. In each those instances the Village can keep the damage deposit if the



Village of Chase Policy Manual

- Agreement Holder breaches any term or condition of this Agreement.
- iii. **Cancellation for other reasons:** If the Agreement Holder is prevented from using the Hall on the date or dates set out in the Agreement for the event because a labour dispute is in progress or a natural disaster has destroyed or damaged the Hall, the Village may cancel the Agreement and may reimburse the Rental Fee and/or Deposit to the Agreement Holder.

Clean Up: The Agreement Holder must leave the Hall in a clean, neat and tidy condition following the event so the Hall is returned to the condition it was at handover. The Agreement Holder must clean as per the Terms & Conditions of the User Agreement.

Code of Conduct: All those accessing the Community Hall are required to comply with rental rules and regulations or may be subject to suspension of rental privileges for up to one year.

Compliance with Laws: The Agreement Holder must comply with all applicable Municipal, Provincial and Federal laws, regulations and bylaws in its use of the Facility. Failure to do so may result in termination of the Agreement and/or denial of future rental privileges.

Event Checklist: Depending on size and nature of event, user group(s) may be required to meet with a designated official to complete the pre/post Event Checklist as part of the preparation and clean-up of special events.

Facility Damages: User groups are required to cooperate with Village staff by reporting damage to the Facility, equipment and unsafe conditions prior to the event or at their earliest convenience. The Agreement Holder will be liable for any damage to the building occurring as a result of their use during the renter's contract time.

Fire Code Regulations: The Agreement Holder will not permit over-crowding in excess of the limits set by the Fire Commissioner, and will not permit blocking of hallways, exits, etc. with equipment. The Agreement Holder will strictly adhere to all Fire Code regulations.

First Aid: The Agreement Holder is responsible for the provision of first aid.

Future Rental Requests: There will be no bookings taken beyond 12 months in the future.

Hall Access: The Agreement Holder must make arrangements to collect and return the Hall key(s) during Village office hours.

Liquor:

- i) The Agreement Holder must not allow alcohol to be sold, offered for sale or consumed at the Facility/Event unless authorized under the Agreement.
- ii) If Liquor is permitted the Agreement Holder must not allow alcohol to be brought to the Facility/Event by participants or persons attending. All Permitted alcohol must be supplied and served by the Agreement Holder. The Agreement Holder must obtain and display at the site, a valid liquor license from the Province which must comply with regulations of the Liquor Control and Licensing Branch, Ministry of Public Safety and Solicitor General.



Village of Chase Policy Manual

Litter Control: Agreement Holders are responsible for collection and removal of litter generated by their event including picking up litter and broken glass from the area around the Hall at the conclusion of the event.

Maintenance: The Village reserves the right to schedule both routine and special maintenance on all Village owned facilities, which may require the closure of facilities for the appropriate amount of time based on the maintenance application.

No Smoking: The Agreement Holder will not allow anyone to smoke in the Facility. Smoking is not permitted within 3 metres of public or workplace doorways, open windows or air intakes (i.e. a “buffer zone”).

Removal of Goods & Belongings: The Agreement Holder is responsible for removing all goods and belongings on or before the end of their booking (including food). In the event that the Agreement Holder does not remove such items the Village may remove and store them and will not be liable for any damage to or loss of the said goods and belongings during such removal or storage, or both. All items brought to the Facility will be the sole responsibility of the Agreement Holder and the Village will not be liable for any damage to or loss of these items from any cause whatsoever.

Rental Request Approval: Village Senior Management Staff reserve the right to approve, cancel or deny any rental request at their sole discretion.

Rental Request Deadlines: Requests received with 7 days or less notice may not be accommodated if it is deemed there is not sufficient time to meet obligations.

Right of Entry: The Agreement Holder agrees that the Village staff or such other person(s) designated from time to time to carry out the functions on behalf of the Village for purposes of this Agreement, will at all reasonable times be entitled to enter and inspect the Facility and to make such alterations, repairs or additions as may be necessary.

Suitability: It is the Agreement Holder’s responsibility to assess the Hall and be satisfied that it is suitable and safe for its event. The Village makes no promises, warranties or representations as to the suitability of the Hall for the Agreement Holder’s event.

Vacating the Hall: The Agreement Holder and all guests must vacate the Hall by the end of the time indicated in the Agreement.

GENERAL INFORMATION ON FEES & CHARGES

All fees and charges are as outlined in the Village of Chase Fees and Charges Bylaw.

- a) All commercial rates are set higher than the “non-profit” rate.
- b) Payment options include cash, cheque, Credit Card and Debit Card. The Village reserves the right to demand prior payment of any charges at the time of signing the Agreement, which will apply in the case of most bookings received from outside the municipality.
- c) A service charge may be applied to credit card transactions greater than \$2,500.



Village of Chase Policy Manual

- d) In the event of a rate change, the rate charged will be the rate that is or will be applicable at the time of the rental.
- e) Payment by casual users is due in advance of use. No exceptions.
- f) Deposits:
 - i. **Damage Deposit:** The Agreement Holder is liable for any damages and must provide a Deposit to the Village thirty (30) days prior to the event or at the time of booking if less than 30 days. The Village reserves the right to determine the amount of the Damage Deposit based on the nature of the event and the Agreement Holder agrees that the Village may keep all or part of the Deposit as a payment toward the repair of damage to the Facility and/or to cover any outstanding charges. If damages exceed the amount of the deposit the Agreement Holder will pay all additional amounts owed. Even though the Village may keep the Deposit, the Village is still entitled to pursue other legal remedies to pursue amounts owing from the Agreement Holder.
 - ii. **Rental Deposit:** A non-refundable rental deposit is due and payable at the time of booking to secure the rental. The amount is dependent upon the Agreement total and any exceptions are noted in the applicable section of this policy.
- g) **NSF Payments:** The Village's current service charge will be applied on all payments returned NSF. Three (3) occurrences of NSF payments will require all future payments to be made in cash, credit or debit card or by certified cheque.
- h) **Overdue Accounts** are subject to being sent to collections and may result in the termination of privileges for booking of Village owned facilities or programs until account is paid in full.
- h) Any organization being favoured with a Grant-In-Aid or rent free usage of a Facility, must also sign an Agreement for the Facility in the usual manner and the rental charges will be paid for internally by the Village.
- i) Regularly scheduled groups are required to pay within 30 days of the current month end.
- j) At the discretion of staff they may, from time to time, approve alternate payment arrangements. It is the responsibility of the Agreement Holder to clearly demonstrate a need to an alternate payment plan.
- k) Senior staff are able to negotiate a rate to secure a business, as long as the negotiated rate is within 20% of the set commercial rate. The purpose of this is to facilitate the development of opportunities that further utilize facility space.
- l) **Interest:** Any amounts owing by the Agreement Holder to the Village after the time payment is due will bear interest at the current Village rate, calculated monthly not in advance.

GENERAL INSURANCE

All renters will be responsible to have comprehensive General Liability Insurance as described in the following sections:

Options

- The Village can forward a request and payment directly to their current insurers as a service to the renter - the Village is not an insurance agent, broker or representative of the insurer.
- Insurance Company of choice – should a renter choose to purchase insurance at the Insurance Company of the renter's choice, the insurance requirements required by the Village are provided below:



Village of Chase Policy Manual

Renter to Provide:

Renter shall without limiting its obligations or liabilities under the permit/contract, procure and maintain at its own expense and cost, the insurance policies listed with limits no less than those shown in the respective items, unless the Village advises in writing that it has determined that the exposure to liability justifies less limits. The insurance policies shall be maintained continuously from commencement of the Agreement until the date of termination of the Agreement or such longer period as may be specified.

- a) Worker's Compensation Insurance covering all employees of the renter engaged in the contract in accordance with the statutory requirements of the province or territory having jurisdiction over such employees;
- b) Comprehensive General Liability Insurance providing for an inclusive limit of not less than \$2,000,000.00 for each occurrence or accident;
 - (i) Providing for all sums which the renter shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting there from) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to this rental agreement or any operations carried on in connection with this rental Agreement;
 - (ii) Including coverage for Participant Injury, Products/Completed Operations, Blanket Contractual, Contractor's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, Tenant's Legal Liability and Non-Owned Automobile Liability;
 - (iii) Including a Cross Liability clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder, in respect to any claim, demand, suit or judgment made against any other Insured.
- c) The Village must be named as an Additional Insured and the policies are primary without any right of contribution from any insurance otherwise maintained by the Village.
- d) The renter agrees to submit Certificates of Insurance to the Village prior to commencement of the rental Agreement. Such certificate shall provide that 30 days' written notice shall be given to the Village, prior to any material change or cancellation of any such policy.
- e) After reviewing the rental Certificate of Insurance, the Village may require other insurance or alterations to any applicable insurance policies in force during the period of the rental Agreement and will give notifications of such requirement. Where other insurances or alterations to any insurance policies in force are required by the Village and result in increased insurance premium, such increased premium shall be at the renter's expense.
- f) The renter may take out such additional insurance, as it may consider necessary and desirable. All such additional insurance shall be at no expense to the Village.
- g) All insurance which the renter is required to obtain, with respect to the Agreement, shall be with insurance companies registered in and licensed to underwrite such insurance in the Province of British Columbia.
- h) If the renter fails to do all or anything which is required of it with regard to insurance, the Village may do all that is necessary to affect and maintain such insurance and any monies expended by the Village shall be repayable by and recovered from the renter. The renter expressly authorizes the Village to deduct from any monies owing by the renter to the Village or otherwise accepts that the Village will invoice the renter for costs incurred to insure.



Village of Chase Policy Manual

- i) The Agreement Holder must provide proof of liability insurance appropriate for the Facility Agreement use, to the Village at least 48 hours prior to holding its event at the Facility. If proof of insurance is not provided to the Village within the time required, the Village may cancel this Agreement, prevent the Agreement Holder from holding its event, and retain the Deposit.
- j) If the Village has accepted insurance for the Agreement Holder as required for any program whereby the Village has collected fees for such insurance, it is understood that the Village is NOT an agent or broker of insurance and makes NO representations or warranties with respect to the appropriateness of such insurance whatsoever. Agreement Holders are strongly encouraged to consult a licensed insurance broker and/or legal advisor regarding insurance for their activities related to this Agreement. The Village's acceptance of insurance as meeting the requirements, in no way limits the liability of the Agreement Holder.
- k) The Agreement Holder shall be liable for all loss, costs, damages, and expenses whatsoever incurred or suffered by the Village, its elected officials, officers, employees and agents (the Indemnities) including but not limited to damage to or loss of property and loss of use thereof and injury to or death of a person or persons resulting from or in connection with the performance, purported performance, or non-performance of this permit/contract, excepting only where such loss, costs, damages and expenses are as a result of the sole negligence of the Indemnities.
- l) The Agreement Holder shall defend, indemnify and save harmless the Indemnities from and against all claims, demands, actions, proceedings and liabilities whatsoever and all costs and expenses incurred in connection therewith and resulting from the performance, purported performance, or non-performance of the Agreement, excepting only where such claim, demand, action, proceeding or liability is based on the sole negligence of the Indemnities.
- m) If the Agreement Holder is composed of more than one person (whether that person is an individual or a society or a company), each person is jointly and severally responsible for complying with all the terms of this Agreement.