

# **Policy – Facility Rentals**

#### **Revision:**

Date: November 5, 2024

#### Purpose

The purpose of the Facility Rental Policy is to promote the use of municipal facilities, to provide guidelines for their use, and to ensure that the Municipality, Renter(s), and participants are protected.

The Township offers multi use facilities which may be rented for a variety of events such as:

• Conferences and meetings, weddings, family reunions, birthday parties, bridal showers, baby showers, fundraisers, craft shows, trade shows and recreational activities

#### Agreement

- 1. There may be special circumstances or conditions under which additional terms and conditions may be required to support the use of municipal facilities. The Municipality reserves the right to assess facility requests and make amendments, as necessary.
- 2. The Renter shall indemnify and hold harmless the Corporation of the Township of Billings and any of its officers, members of municipal council, employees, servants, agents, contractors, and volunteers from and against all claims, demands, loss, costs, damages, actions, liability or expenses arising out of the use and/or occupation of the property belonging to the Township by the user, renter, group and any of its officers, members of municipal council, employees, servants, agents, contractors, and volunteers, except to the extent that such loss arises from the independent negligence of the Township.
- 3. All bookings require a certificate of insurance naming the Corporation of the Township of Billings as an additional insured, in the amount of \$5,000,000, to be presented at least 14 days prior to the event. Failure to provide this information will result in the cancellation of the rental.
- 4. If the Renter's event is licensed, a copy of the Special Occasion Permit and a certificate of insurance naming the Corporation of the Township of Billings as an additional insured, in the amount of \$5,000,000, to be presented at least 14 days prior to the event. Failure to provide this information will result in the cancellation of the rental.
- 5. All contracts are signed on the basis that the Renter shall be responsible for any damage to the facility, the furnishings, or any other property owned by the Municipality. The Renter may be subject to additional charges should the facility or equipment be damaged in any way and/or additional clean-up is required because of the rental. Charges may include staff time required to return the facility to its original state.



6. A damage deposit of \$250.00 shall be collected prior to all bookings, in the form of a cheque, when the renter is picking up the facility key. The cheque will only be processed in the event of failed post-rental check.

#### **Rules and Regulations**

- 1. The Renter is responsible for completing the Facility Rental Agreement and is required to make a 50% <u>non-refundable</u> payment upon booking, unless otherwise stipulated.
- 2. The Renter shall obey and observe all Laws, By-laws and Regulations of the Township of Billings, the Province of Ontario, and the Government of Canada.
- 3. Any function that involves preparing and/or providing food and/or beverages to the public, regardless of whether it is free or there is a fee charged, the Renter is responsible to obtain Public Health Sudbury and Districts approval and must adhere to all Health Unit requirements with respect to but not limited to food preparation, storage, and handling.
- 4. Access to the facility must be during the specified times on the agreement only.
- 5. Tables, chairs, glassware and dishes are included with respect to the terms of this agreement. Nothing may be removed from the premises.
- 6. The Renter will be responsible for the set up and take down of all tables, chairs, and equipment. The items shall be stored in the original location upon conclusion of the rental. All personal materials and equipment must also be removed upon conclusion of the event.
- 7. Do not use staples, tape or tacks on any walls, windows, or floors in the facility, unless approval has been given ahead of time by the Township. Helium balloons may be used if they are securely anchored. Throwing or rice/confetti, use of dry ice, or use of any type of pyrotechnic device is prohibited. Candles are permitted on cakes (no sparklers allowed).
- 8. Any tables used for crafts must be covered with a sheet of plastic/paper to prevent paint and glue adhering to the tabletop.
- 9. Rental keys must be picked up from the Municipal Office located at 15 Old Mill Road, Kagawong, ON during regular office hours Monday – Thursday 8:30 am - 4:00 pm and Friday 8:30 am – 12 pm, preferably the day prior to the facility rentals. If it is a weekend rental, please ensure that the key is picked up before the Municipal Office closes on the Friday. The Municipal Office is closed on Statutory Holidays and facilities are not staffed.
- 10. Keys should be returned to the Municipal Office or placed in the silver drop box outside the front door of the Municipal Office.
- 11. Upon conclusion of the rental, the keys must be returned to the Municipal Office. If the conclusion of the rental falls outside of office hours, you must return the keys by placing them in the silver drop box on the employee entrance of the Township Office. Failure to return the keys at the end of the rental will result in a fifty (\$50) charge.



- 12. Alcohol is only permitted on the premises during the times specified on the Special Occasion Permit.
- 13. Anything, regardless of size, which requires stakes, anchoring or the likes of it to be put into the ground on Township property must be pre-approved by the Township. Additionally, it is the renter/organizer's responsibility to call Ontario One Call at 1-800-400-2255 to have locates completed. Please allow two (2) weeks prior to your event to arrange for locates.
- 14. All concerns, safety or otherwise, should be reported in writing to municipal staff.
- 15. All requests for fee waivers shall be received no later than three (3) months prior to the event.
- 16. The Township reserves the right to decline bookings for staffing, safety, and/or other reasons at its sole discretion.
- 17. Bookings may be cancelled in the event of an emergency, for example, one that requires use of the space as a temporary emergency shelter for residents.
- 18. This policy and rental fees are subject to change without notice.

#### **Facility Rental Etiquette**

- 1. The Lessee is responsible for the following:
  - a. All outside doors and windows are to be checked and locked before leaving the facility.
  - b. Sweeping the floor after the group or event has finished for the day/night.
  - c. Checking all toilets in each washroom to ensure they are flushed, and papers picked up off the floor.
  - d. Ensure that all tables and chairs are wiped clean of dirt and/or sticky material before stacking.
  - e. Ensure that all kitchen appliances have been turned off.
  - f. Ensure that all lights are turned off before leaving the facility.
  - g. Ensure that all food and beverages are removed from the facility.
  - h. Ensure that all garbage and recycling is sorted, bagged and tied in clear bags from ALL waste bins including kitchen and bathrooms and leave in upstairs kitchen – SORTING & RECYCLING ARE MANDATORY.
- 2. Please DO NOT drag tables and chairs over the floor. Please lift and place them in the desired location and/or use the carts provided.
- 3. No staples, tape or tacks are to be used on tables, walls, or any place in the building unless prior to event the Township has provided approval.
- 4. All groups using the hall must notify the Municipal Office at (705) 282-2611 if they are not going to be using the hall for their scheduled time.



# Appendix 'A' – Municipal Parks and Facilities

# Facilities at 39 Henry Drive – Kagawong Park Centre

<b>Facility Information</b>	Capacity	Amenities
Upper Level	150 (stand up reception)	Full Commercial Kitchen
Large Hall and Kitchen	85 (seated dinner)	Commercial Dishwasher
		2 Stoves
Hall: 70ft x 30ft		2 Fridges
		Microwave
Accessible Family		Coffee Maker
Washroom with change		Podium
table		Serving Passthrough (bar)
		For entire facility:
		Tables, chairs, plates, bowls, mugs,
		glassware & cutlery: accommodate 85
Lower Level	85 (stand up reception)	Fridge
Small Hall and Kitchen	45 (seated dinner)	Stove
		Coffee Maker
Hall: 30ft x 30ft		Serving Passthrough (bar)
Accessible Men and		For entire facility:
Women Washroom		Tables, chairs, plates, bowls, mugs,
Facilities		glassware & cutlery: accommodate 85
A Liquor License do	bes not separate the Upper a	and Lower levels of the Park Centre
-	apacity with a Liquor License	
Covered Outdoor Rink	Varies	Outdoor sports facility, including
		hockey (seasonal), ball hockey, roller
Surface: 95ft x 55ft		blading and pickleball.
		Hockey lines and Pickleball lines

### Facilities at 34A Carter Cresent – Old Church on the Hill

<b>Facility Information</b>	Capacity	Amenities
Old Church on the Hill	75	Stage
		Secured pew seating
		NOTE: No washroom facilities or
		running water



# Outdoor Spaces

<b>Facility Information</b>	Capacity	Amenities
Red Roof Pavilion	N/A	Picnic Tables
		Garbage and Recycling Bin
Corner of Old Mill Road		Electrical Outlets
and Henry Drive		
		This space can be reserved
Riverbend Stage	N/A	Stage
		Bench Seating
Along the Bridal Veil		
Falls Trail System		This space can be reserved
		This space is not maintained



# Appendix 'B' – The Township of Billings Facility Rental Rates

Facility Rental Rates			
Facility	Price	HST	TOTAL
KAGAWONG PARK CENTRE			
UPPER LEVEL	\$300.00/day	\$39.00	\$339.00
Private Party or For-Profit Event			
LOWER LEVEL	\$150.00/day	\$19.50	\$169.50
Private Party or For-Profit Event			
ENTIRE SPACE	\$400.00/day	\$52.00	\$452.00
Private Party or For-Profit Event			
Fundraising Event	\$100.00/day	\$13.00	\$113.00
Educational Event	\$25.00/hr	\$3.25	\$28.25
Recognized Group Meeting	FREE	FREE	FREE
(Council or Committee Meeting)			
Funeral Gathering	FREE	FREE	FREE
(Residents and Past Residents)			
COVERED OUTDOOR RINK			
Private Party	\$200.00/day	\$26.00	\$226.00
OLD CHURCH ON THE HILL			
Any event	\$100.00/day	\$13.00	\$113.00
PAVILLION			
Any event	FREE	FREE	FREE
RIVERBEND STAGE			
Any event	FREE	FREE	FREE

Other Charge	Price	HST	TOTAL

Other Charge	Price	HST	TOTAL
Noise By-Law Exemption	\$75.00	\$9.75	\$84.75

#### **Facility Rental Rates**



Appendix 'C' – Operations Post-Rental Checklist

### **Operations Post-Rental Checklist**

Township staff will complete this checklist the morning after use. If deficiencies are found the damage deposit will be utilized to offset expenditures proportionately. This also applies to damage to the building and/or contents. If the amount exceeds the damage deposit, you will be invoiced for the balance. As the Renter you are responsible for all set up and clean up associated with your rental.

Date of Rental:	
Facility/Facilities Rented:	
Checklist Completed by:	

TASK	✓ YES	✓ NO	DETAILS
Tables & chairs cleaned/wiped down			
Any Damage to facility or amenities.			
Garbage cans emptied.			
Check all toilets in each washroom to ensure they are all flushed, and papers picked up off the floor. Coffee maker, stove and dishwasher			
are clean and off. All facility lighting is off.			
All spills or wetness have been			
mopped up.			
Kitchen/Canteen facilities are clean.			
Doors secured and locked.			

Should any of the above listed tasks not be completed by the lessee, the damage deposit shall be forfeited.



Appendix 'D' – Noise Exemption Application

# Application for Exemption to Noise By-Law 2021-12

\*Collection Notice\* To the extent that the foregoing information constitutes personal information as defined in the Municipal Freedom of Information and Protection of Privacy Act, R. S. a. 1990, C M. 56 as amended, the information is subject to the provisions of that Act and will be used for the purposes indicated or implied by this form. Questions about the collection of personal information should be directed to the CAO/ Clerk, Township of Billings, 15 Old Mill Road, Kagawong, ON POP 1J0.

# **Applicant/Organization Details**

Name:	
Address:	
Telephone Number:	
Email:	
Activity Details	
Description of Activities:	
Time of Activity:	
Number of Attendees:	
Location of Activity:	



Contact Name During Activity:	
Activity.	
Contact Phone Number:	
Describe the Source of the Sound for Which the Exemption is Requested:	
this application form and a acknowledge that being gr	have read and understand agree to pay the application fee of \$75.00 + HST. I anted an exemption to Noise By-Law 2021-12 may contain e by-law enforcement officer for the Township of Billings.
Signature:	
Date:	

Applications shall be submitted to <u>admin@billingstwp.ca</u> or in person at the Township Office. Payments can be made by cash, cheque, credit or debit.

	OFFICE USE ONLY
Exemption Fee Received:	
Application Accepted By:	
Date Application Received:	
Exempted Approved By:	
Date Issued:	
Notes:	



#### Appendix 'E' – Facility Rental Required Documents

# **Facility Rental Required Documents**

The Renter is responsible for submitting the following items prior to the event. Keys to the facility <u>will not</u> be released until the items below are submitted.

- □ Completed and Signed Rental Agreement.
- □ Full payment received, including damage/key deposit (amount to be determined by event risk).
- □ Application for Exemption Noise By-Law 2021-12 (including payment of fee).
- □ Copy of Special Event Insurance naming the Corporation of the Township of Billings as an additional insured, in the amount of \$5,000,000.

## For events that will be serving alcohol, the following items are also required:

- □ Copy of Special Occasion Permit (liquor license).
- □ Confirmation in writing from an approved Licensed Security firm if required.



Appendix 'F' – Facility Rental Agreement Form

# **Facility Rental Agreement Form**

# **Applicant/Organization Details**

Facility:	
Name of Renter:	
Address:	
Telephone Number:	
Email:	
Purpose of Rental:	
Facility:	
Rental Date:	
Fee:	

#### Agreement

- There may be special circumstances or conditions under which additional terms and conditions may be required to support the use of municipal facilities. The Municipality reserves the right to assess facility requests and make amendments, as necessary.
- 2. The Renter shall indemnify and hold harmless the Corporation of the Township of Billings and any of its officers, members of municipal council, employees, servants,



agents, contractors, and volunteers from and against all claims, demands, loss, costs, damages, actions, liability or expenses arising out of the use and/or occupation of the property belonging to the Township by the user, renter, group and any of its officers, members of municipal council, employees, servants, agents, contractors, and volunteers, except to the extent that such loss arises from the independent negligence of the Township.

- 3. All bookings require a certificate of insurance naming the Corporation of the Township of Billings as an additional insured, in the amount of \$5,000,000, to be presented at least 14 days prior to the event. Failure to provide this information will result in the cancellation of the rental.
- 4. If the Renter's event is licensed, a copy of the Special Occasion Permit and a certificate of insurance naming the Corporation of the Township of Billings as an additional insured, in the amount of \$5,000,000, to be presented at least 14 days prior to the event. Failure to provide this information will result in the cancellation of the rental.
- 5. All contracts are signed on the basis that the Renter shall be responsible for any damage to the facility, the furnishings, or any other property owned by the Municipality. The Renter may be subject to additional charges should the facility or equipment be damaged in any way and/or additional clean-up is required because of the rental. Charges may include staff time required to return the facility to its original state.

A damage deposit of \$250.00 shall be collected prior to all bookings, in the form of a cheque, when the renter is picking up the facility key. The cheque will only be processed in the event of failed post-rental check.

#### **Rules and Regulations**

- 1. The Renter is responsible for completing the Facility Rental Agreement and is required to make a 50% <u>non-refundable</u> payment upon booking, unless otherwise stipulated.
- 2. The Renter shall obey and observe all Laws, By-laws and Regulations of the Township of Billings, the Province of Ontario, and the Government of Canada.
- 3. Any function that involves preparing and/or providing food and/or beverages to the public, regardless of whether it is free or there is a fee charged, the Renter is responsible to obtain Public Health Sudbury and Districts approval and must adhere to all Health Unit requirements with respect to but not limited to food preparation, storage, and handling.
- 4. Access to the facility must be during the specified times on the agreement only.
- 5. Tables, chairs, glassware and dishes are included with respect to the terms of this agreement. Nothing may be removed from the premises.
- 6. The Renter will be responsible for the set up and take down of all tables, chairs, and equipment. The items shall be stored in the original location upon conclusion of the



rental. All personal materials and equipment must also be removed upon conclusion of the event.

- 7. Do not use staples, tape or tacks on any walls, windows, or floors in the facility, unless approval has been given ahead of time by the Township. Helium balloons may be used if they are securely anchored. Throwing or rice/confetti, use of dry ice, or use of any type of pyrotechnic device is prohibited. Candles are permitted on cakes (no sparklers allowed).
- 8. Any tables used for crafts must be covered with a sheet of plastic/paper to prevent paint and glue adhering to the tabletop.
- 9. Rental keys must be picked up from the Municipal Office located at 15 Old Mill Road, Kagawong, ON during regular office hours Monday – Thursday 8:30 am - 4:00 pm and Friday 8:30 am – 12 pm, preferably the day prior to the facility rentals. If it is a weekend rental, please ensure that the key is picked up before the Municipal Office closes on the Friday. The Municipal Office is closed on Statutory Holidays and facilities are not staffed.
- 10. Keys should be returned to the Municipal Office or placed in the silver drop box outside the front door of the Municipal Office.
- 11. Upon conclusion of the rental, the keys must be returned to the Municipal Office. If the conclusion of the rental falls outside of office hours, you must return the keys by placing them in the silver drop box on the employee entrance of the Township Office. Failure to return the keys at the end of the rental will result in a fifty (\$50) charge.
- 12. Alcohol is only permitted on the premises during the times specified on the Special Occasion Permit.
- 13. Anything, regardless of size, which requires stakes, anchoring or the likes of it to be put into the ground on Township property must be pre-approved by the Township. Additionally, it is the renter/organizer's responsibility to call Ontario One Call at 1-800-400-2255 to have locates completed. Please allow two (2) weeks prior to your event to arrange for locates.
- 14. All concerns, safety or otherwise, should be reported in writing to municipal staff.
- 15. All requests for fee waivers shall be received no later than three (3) months prior to the event.
- 16. The Township reserves the right to decline bookings for staffing, safety, and/or other reasons at its sole discretion.
- 17. Bookings may be cancelled in the event of an emergency, for example, one that requires use of the space as a temporary emergency shelter for residents.
- 18. This policy and rental fees are subject to change without notice.

#### **Facility Rental Etiquette**

- 1. The Lessee is responsible for the following:
  - a. All outside doors and windows are to be checked and locked before leaving the facility.
  - b. Sweeping the floor after the group or event has finished for the day/night.



- c. Checking all toilets in each washroom to ensure they are flushed, and papers picked up off the floor.
- d. Ensure that all tables and chairs are wiped clean of dirt and/or sticky material before stacking.
- e. Ensure that all kitchen appliances have been turned off.
- f. Ensure that all lights are turned off before leaving the facility.
- g. Ensure that all food and beverages are removed from the facility.
- Ensure that all garbage and recycling is sorted, bagged and tied in clear bags from ALL waste bins including kitchen and bathrooms and leave in upstairs kitchen – SORTING & RECYCLING ARE MANDATORY.
- 2. Please DO NOT drag tables and chairs over the floor. Please lift and place them in the desired location and/or use the carts provided.
- 3. No staples, tape or tacks are to be used on tables, walls, or any place in the building unless prior to event the Township has provided approval.

All groups using the hall must notify the Municipal Office at (705) 282-2611 if they are not going to be using the hall for their scheduled time.