

# Township of Brock Corporate Policy



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**Policy Name:** Indoor Facility Allocation Policy

**Policy Type:** Parks, Recreation and Facilities

**Policy Number:** PR12

**Reference:** (i.e. Council Resolution No. 20-19)

**Date Approved:**

**Date Revised:**

**Approval By:** Council

**Point of Contact:** Director of Parks, Recreation and Facilities

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## 1. Policy Statement and Rationale:

The Township of Brock (The Township) wishes to facilitate recreational opportunities by providing quality facilities for the recreational and leisure needs of its citizens while also ensuring that access to its facilities is fair and equitable for all its existing and potential users.

The Township recognizes the need to consider the following when managing the allocation of indoor facilities:

- To coordinate allocation of its various facilities to make the most effective and efficient use of facilities;
- To provide appropriate time slots and opportunities for all types of users;
- To promote and allow growth toward maximum utilization of facilities;
- To service the demand and warranted change resulting from changing demographics and recreation/leisure trends by maintaining sufficient flexibility of scheduling;
- To accommodate local community user groups; and
- To establish a clear priority listing for allocation of available facility time.

## 2. Purpose:

The purpose of the Indoor Facility Allocation Policy is to provide a set of consistent guidelines for ensuring fair and equitable allocation that allows optimal facility utilization.

The policy outlines the decision-making criteria used to determine the allocation of indoor facilities and the rental agreement administration process involved.

This policy also dictates the processes for how facilities will be booked, payments collected, and the processes that must be adhered to by all users of municipal facilities.

### **3. Scope:**

The policy applies to all user groups who use the Auditoriums at Foster Hewitt Memorial Community Centre, Rick MacLeish Memorial Community Centre and the Sunderland Memorial Arena, as well as all bookable spaces at the Manilla Hall, Sunderland Town Hall and Beaverton Town Hall. This policy works cohesively with the Ice Allocation Policy.

### **4. Policy, Procedures & Implementation:**

#### **5. Facility Allocation Responsibility**

The Township Parks and Recreation Department is responsible for managing the allocation and distribution of facilities on a yearly basis. Township of Brock staff are responsible for implementation of municipal policies and the procedures as outlined within this policy

##### **5.1. Facility Operations and Capacities**

The Township will responsibly manage its facilities to ensure optimum usage and programming, to reflect municipal directives and to minimize risk and operational issues.

##### **5.2. Indoor Facility Allocation and Distribution**

On an annual basis Recreation Staff will contact regular user groups to submit their facility rental requests for the upcoming calendar year. This communication will occur in the fall to allow for timely scheduling and planning. Requests for facility use will be sent out by September 1<sup>st</sup> each year and will be accepted until September 30<sup>th</sup>. Final contracts will be completed by November 1<sup>st</sup>, at which point bookings will become available for other users.

It is recognized that maintaining a reasonable level of consistency in facility scheduling benefits both the Township and its user groups. Therefore, when reviewing booking requests, consideration will be given according to the following priority levels.

###### **1. Township of Brock Programs**

Programs and activities directly operated or sponsored by the Township will take precedence in facility scheduling.

###### **2. Lease Agreements**

Facilities subject to formal lease agreements with the municipality will be scheduled in accordance with the terms of those agreements.

###### **3. Regular Users**

Groups or organizations with a history of recurring consistent facility use.

###### **4. Other Users**

New or occasional users will be considered after the requests of the above other groups have been addressed.

##### **5.3. Processing and Management of Special Events**

The Township recognizes the significant positive impact that Special Community Events can provide to the community. In order to accommodate these events and minimize disruption to regular programs, they will be considered and permitted in advance of seasonal applications.

This applies to regular user groups such as Lions Clubs, Manilla Hall Community Association, Canada Day Celebrations etc. Any special events taking place on Municipal Property are required to complete a [Special Events Application](#) a minimum of 60 days prior to the event.

#### **5.4. Processing and Management of Rental Agreements**

The Township maintains the right and responsibility to control all facility rentals and use at municipally owned facilities. Controls must be in place to minimize the negative impacts that unused, returned and amended and cancelled rentals can have on the Township and its users. As such the Township will apply all guidelines outlined in this Policy to reasonably and responsibly manage unused rentals or changed rental needs once rental agreements have been issued. Groups shall be denied access to the facility until a signed and dated rental agreement and payment have been received by the municipality. User groups must ensure their accounts are fully paid before requesting further rentals as bookings will not be taken for groups with delinquent accounts.

##### **5.4.1. Transfers/Trades/Subleases**

The Township is the sole permit authority for all rentals and must always be aware of and be able to control the intended use of all rentals within its facilities. The practice of occasionally transferring, trading or subleasing rental space between contract holders is strictly prohibited and may lead to the cancellation of a rental and future rentals.

Changing the intended use or specific users of the booking within a single organizations contract is acceptable upon written advance notification and forwarding of related scheduled updates to the Facility Booking Clerk.

##### **5.4.2. Cancellations and Refunds**

The Township will effectively manage any client requests for special event permit amendments or cancellations with the goal of minimizing administrative, revenue and operational impacts. When changes or cancellations are requested, the guidelines outlined in the Policy will be strictly applied.

Cancellations must be submitted at least fourteen (14) business days prior to the scheduled booking date to be eligible for a full refund.

Cancellations received less than 14 business days in advance are non-refundable

Cancellation fees may apply depending on the nature and timing of the cancellation, subject to the Municipal Fees Bylaw.

In the event that the Township must cancel or reschedule a facility booking due to unforeseen circumstances (e.g., maintenance issues, emergencies, or weather-related closures), a full refund will be issued to the affected user group.

##### **5.4.3. Permit Cancellations by the Township of Brock**

In the case of inclement weather, the Township reserves the right to waive the cancellation requirements at their discretion. The Township reserves the right to cancel any rental agreement upon notice to the user should the facility be required for emergency purposes.

The municipality shall not be held responsible for any failure in supplying facilities due to circumstances beyond its control. In such cases the user will be credited for any rental time not provided.

The Township shall not be liable for any general, special, indirect, consequential, incidental or other costs or damages arising from the Township's cancellation of scheduled rentals.

#### **5.4.4. Failure to Comply**

Failure to comply with guidelines set within the Facility Allocation Policy may result in cancellation of rentals. Should disciplinary action be required, the procedure is as follows:

- i. First Offence – Verbal Warning will be given to the user group representative/rental client.
- ii. Second Offence – Written Warning will be given to the user group representative/rental client and suspension of further rentals may occur.
- iii. Third Offence – Expulsion of rentals.

### **6. General Rental Management**

This section outlines the general requirements and expectations for all facility rentals. Renters are responsible for ensuring full compliance with the following terms during the use of Township-owned or managed facilities.

#### **6.1. Setup and Cleanup Responsibilities**

Set up and clean up for rentals will be the responsibility of the permit holder and must be included in the rental time requested. Early access to the space or staying beyond the rental end time is not permitted unless additional time is booked in advance with the appropriate bookings staff. Renters who stay beyond the time specified in their rental contract will be charged the standard hourly rate for each additional hour.

#### **6.2. Decorations and Event Supplies**

Decorations are permitted provided they do not cause damage to the facility. Renters may use freestanding items and lightweight decorations affixed with non-damaging materials such as painter's tape. The use of confetti, glitter, silly string, nails, tacks, staples, or any items that could mark or damage surfaces is strictly prohibited. Open flames, fog machines, and pyrotechnics are also not allowed unless explicitly approved in writing. All decorations must be removed at the end of the rental period, and the Township is not responsible for any items left behind.

#### **6.3. Facility Access**

The renter is not permitted to access any storage rooms, or utilize any equipment not belonging to them with the exception of the provided tables and chairs. Renters are not permitted to access the facility outside of the rental times indicated on the rental contract.

#### **6.4. Rental Requests**

All requests for facility rentals including bookings, amendments and cancellations must be submitted to [bookings@brock.ca](mailto:bookings@brock.ca).

Bookings for arenas and community centers may also be booked through the specific arena following the procedures contained within this policy.

The Township reserves the right to reject applications and requests from users submitting requests which are incomplete or contain incorrect information. The Township reserves the right to reject applications and requests from renters with delinquent accounts.

#### **6.5. Facility Rental Fees**

All rentals will be charged the appropriate fees as outlined in the Township of Brock Fees Bylaw. Rates and Fees are reviewed annually and set by Council.

#### **6.6. Insurance**

Liability insurance is mandatory. As a user of a facility owned and/or operated by the Corporation of the Township of Brock, you are required in advance, to provide a certificate of insurance confirming Commercial General Liability Insurance for a limit of at least \$2 million per occurrence. The Corporation of the Township of Brock is to be named as an 'Additional insured'. For larger events including Midways/Amusements, a minimum of \$5 million liability is required.

If a renter does not already hold their own valid insurance coverage, insurance can be purchased through BFL Canada at a nominal cost. The Corporation of the Township of Brock provides administrative support to BFL for this program to assist users of the facilities and remits all fees collected to BFL. Please note that the Township can only facilitate the sale of insurance for indoor events.

**Vendors:** If your booking includes vendors, those selling products or services are required to provide a valid Certificate of Liability Insurance naming the Township of Brock as additional insured for a minimum liability of \$2 million dollars. Vendors who are only providing information and not selling items are not required to submit insurance. Vendors may purchase insurance through the Township via a third-party agreement with BFL Canada. The event organizer is responsible for collecting and submitting all vendor insurance documentation and payment, along with a detailed form listing the products or services each vendor will be selling.

**Caterers:** If your booking includes a caterer, the caterer must be approved by the local Health Board and must provide a valid Certificate of Liability Insurance. The certificate must name the Township of Brock as additional insured and carry a minimum liability coverage of \$2 million dollars. Failure to meet these requirements may result in cancellation of the booking.

#### **6.7. Health and Safety**

The user will inspect the facility areas that are being rented immediately prior to use and advise the Facility Booking Clerk and staff on site at the facility (if applicable) of any hazards or areas of concern requiring maintenance.

Any patrons under the age of 18 must be accompanied by a responsible/competent adult during all rentals.

#### **6.8. Township Municipal Alcohol Policy**

Users shall comply with the provisions of the Municipal Alcohol Policy. The full policy is available for review on the Township of Brock website at [www.townshipofbrock.ca](http://www.townshipofbrock.ca)

Persons or organizations using any Township facilities shall not conduct themselves in a disorderly manner including the possession of illicit drugs, illegal alcohol consumption, use of foul language, misuse of facilities, or other illegal activity.

Should there be any contravention of the above noted conditions, the rental contract becomes null and void and the user shall pay the Township of Brock for clean up and/or repairs. The user shall be subject to an administrative review which may include the revocation of rental privileges without refund.

#### **6.9. Smoke Free Facility**

All municipal buildings are 'Smoke Free'. Smoking and vaping are prohibited on the property including in and around the building. Under the Smoke-Free Ontario Act, smoking is also prohibited in certain outdoor areas of Township facilities, such as playgrounds, sports fields, and within 9 meters of any entrance or exit of the facility.

#### **6.10. Payment for Rentals**

Payment for rental contracts must be made at the time of booking or no later than two (2) weeks prior to the scheduled facility use. Failure to submit payment within this timeframe will result in automatic cancellation of the booking. Should the booking be cancelled, the Township reserves the right to take bookings from other users during the aforementioned time slot.

Bookings made within two (2) weeks of the event date require immediate payment. These bookings are not eligible for refunds in the event of cancellation by the user.

Payment for liability insurance, or submission of a valid Certificate of Liability Insurance is required a minimum of 2 weeks prior to the rental. Rentals without proof of insurance may be subject to cancellation.

A refundable security deposit is required for every rental contract and must be submitted at the time of booking to secure the reservation. The deposit amount and conditions for refund will be outlined in the rental agreement.

The Township reserves the right to cancel rentals associated with delinquent accounts or outstanding balances.

The user shall be responsible for any damage incurred to the premises or property of the municipality as a result of any act or omission of the applicant or the group named or their members. Any damages incurred to the facility shall be the full financial responsibility of the individual or group who signs the rental agreement. The Township will assess the cost of repairs or replacements and issue an invoice to the renter for all associated expenses.

## **7. Procedure for Facility Bookings:**

### **7.1. Purpose:**

To outline the standardized process for managing facility rental requests to ensure efficiency, consistency, and compliance with Township policies.

### **7.2. Procedure Steps:**

#### **1. Submission of Rental Request:**

All rental request must be submitted via email to [bookings@brock.ca](mailto:bookings@brock.ca) or through the "Request a Booking" button on the Township website that delivers directly to [bookings@brock.ca](mailto:bookings@brock.ca)

Requests must be submitted a minimum of 2 weeks prior to the rental. Any requests received under the 2 week time frame are subject to availability and staffing resources.

#### **2. Account Creation:**

Bookings staff will request that the client create an account through the Township's online booking system:

<https://thetownshipofbrock.perfectmind.com/SocialSite/MemberRegistration/MemberSignIn>

#### **3. Information Collection:**

Bookings staff will gather the following information from the client to proceed with the rental:

- a. Full name on the account
- b. Date of the rental
- c. Facility to be rented
- d. Rental start time
- e. Rental end time
- f. Purpose of use
- g. Estimated number of attendees
- h. Alcohol use (Yes/No)
- i. Proof of insurance (certificate provided by client or purchase through Township)

#### **4. Booking Creation:**

Upon receiving the required information, staff will create the rental booking in the Township's online booking system (Xplor Recreation / PerfectMind). Online booking is not customer facing.

Events with Alcohol require a different process and agreement through the online booking software, and additional documentation will be required (see section 8).

#### **5. Contract Preparation:**

Staff will draft the rental contract based on the provided details.

## **6. Contract Signature:**

The contract will be sent to the client electronically using the "Send to Sign" function for their review and signature.

## **7. Payment Scheduling:**

Once signed, the contract will be processed by staff, and a "Pay Later" date will be set for three (3) weeks prior to the rental date. If payment is not received a minimum of 2 weeks prior to the rental, the event may be subject to cancellation.

## **8. Alcohol-Related Events:**

For events involving alcohol:

The booking will be saved to the shared common drive.

Staff will set calendar reminders for three (3) weeks prior to the event to follow up on required permits and documentation. Required Documents include:

- Payment for Rental
- Signed Rental Agreement
- Special Occasion Permit
- List of Bartenders & Smart Serve Numbers
- Certificate of Insurance naming Township of Brock as additional insured for a minimum liability of \$2 million.

In the event these documents are not submitted prior to the 2 week mark, events may be subject to cancellation.

## **9. Pre-Event Confirmation:**

Prior to the event, staff will verify that:

Full payment has been received.

All required documentation (e.g., insurance, alcohol permits, waivers) has been submitted.

## **10. Final Follow-Up:**

If payment has not been received, staff will follow up with the client.

Lockbox codes or access details will not be released until the rental is paid in full and all required documents are on file.

## **8. Policy Administration and Management**

This policy will be managed by the Director of Parks, Recreation and Facilities who has delegated authority from Council to make any required administrative changes to this policy in consultation with the CAO.

The Indoor Facility Allocation Policy may be reviewed on an annual basis. The Township has the authority to adjust procedural items related to timing, process etc. as appropriate and to respond to overarching Council directions related to revenue achievement and strategic business approaches.