

THE TOWN OF BEAUSEJOUR
Recreation & Culture

RECREATION FACILITY RENTAL POLICY

Subject: Recreation Facility Rental	Policy: RCS 06-2024
Effective Date: Immediately	Replace Policy No.: No previous policy
Resolution Date: April 23, 2024	Resolution No.: 2024-147

1. PURPOSE

- 1.1** The Town of Beausejour, with its' designate Community Services Department, has the responsibility to manage the use of Recreation Facilities including parks and green spaces owned and operated by the Town of Beausejour.
- 1.2** Through a Council mandate, deliver a fair and equitable means renting Recreation Facilities to user groups and individuals.
- 1.3** Community Services is responsible to provide a safely operated facility for all stakeholders wanting to pursue leisure and recreation.
- 1.4** Community Services is responsible for reducing the risk of injury to persons using the Recreation Facilities or damage to the Recreation Facilities.

2. SCOPE

- 2.1** Community Services will implement this policy (and subsequent guidelines) as outlined, in a co-operative manner with all stakeholders and individuals renting the recreation facilities.
- 2.2** Community Services will responsibly manage its' recreation facilities to ensure optimum usage and programming, reflecting Town Council's strategic priorities.
- 2.3** Community Services will apply this policy (and subsequent guidelines) outlined in this document, to manage any recreation facilities rentals.
- 2.4** By reading this policy and signing the subsequent guidelines, all user group(s) or individual(s) herein called **Renter** have demonstrated to the satisfaction of the Town of Beausejour that there will be sufficient controls in place to follow the conditions of the rental policy and to prevent foreseeable harm or property damage related to activities associated with the rental.

3. TOWN OF BEAUSEJOUR RECREATION FACILITIES

3.1 The following recreation facilities are available for rent. The capacity limit of each facility is listed beside the facility and may be subject to change (decrease) based on the nature of the facility rental.

- 3.1.1 Beausejour Sportsplex multi-Purpose Room: 164
- 3.1.2 Ice Breaker Lounge: 189
- 3.1.3 Lower-Level Curling Club Spectator Area: 107
- 3.1.4 Arena Fixed Seating and Upper Mezzanine: 556
- 3.1.5 Beausejour Sportsplex Main Floor Concourse: 450
- 3.1.6 Beausejour Curling Club Concrete Surface:
- 3.1.7 Beausejour Sportsplex Concrete Arena Surface*:
- 3.1.8 Splash Pool Aquatic Center:
- 3.1.9 Beausejour Ball Diamonds:
- 3.1.10 Beausejour Ball Diamond Beer Garden:
- 3.1.11 Outdoor Skating Rink:
- 3.1.12 Parks & Green Spaces**

*Those wishing to book the Beausejour Sportsplex Ice Surface must follow the **Town of Beausejour Ice Allocation Policy**.

** Organizations wishing to host a community event utilizing a park or green space, must refer to the current **Parks & Open Spaces Event Policy**.

4. RENTAL PROCEDURE

The procedures of this document and subsequent guidelines support the Council directed mandate as set out above. These procedures provide Community Services with a set of guidelines to follow in order to achieve a consistent, fair and equitable means of due process for the rental of facility spaces. Community Services Department acts on behalf of the Town of Beausejour and is responsible for the implementation of this policy, its procedures and subsequent guidelines.

- 4.1 Rental requests for any of the listed recreation facilities will be granted on a first-come first-served basis.
- 4.2 Council directed events, or large special events such as tournaments, conferences, elite sporting events, etc. will be given priority booking status and may result in individual room rentals being cancelled.
 - 4.2.1 In the event of a cancellation due to a priority booking, a suitable replacement date will be discussed. If no replacement date can be agreed upon, a full refund will be issued to the **Renter**.
- 4.3 Requests for facility rentals can be made up to 365 days in advance.

- 4.4 Requests made within 24 hours of the rental-time will only be granted on a case-by-case basis.
- 4.5 Rentals requested for evenings or weekends in June, July and August will only be approved on a case-by-case basis.
- 4.6 Rentals must be booked online through the Town of Beausejour booking software, or by contacting the Community Services Department. To confirm a reservation of a space, **Renters** must:
 - 4.6.1 Read and acknowledge the Recreation Facility Rental Policy
 - 4.6.2 Read and sign the associated facility guidelines.
 - 4.6.3 Pay the rental fee and/or damage deposit.
 - 4.6.4 Provide a copy, or pay for, liability insurance (when applicable).
 - 4.6.5 Provide a copy of an Occasional Use Liquor Permit (when applicable).
 - 4.6.6 Provide a copy of a lottery license (when applicable).

5. RENTAL CONDITIONS

- 5.1 The **Renter** who signs the facility guidelines must always be on-site and readily accessible to the Town of Beausejour Staff or communicate during the booking process a designate who will be on-duty during the booking.
- 5.2 The **Renter** shall be given access to the facility they have booked **within the start and end times they have booked it**. In addition, the **Renter** will be given access to the public washroom facilities associated with the rented space, when applicable.
- 5.3 Due to the demand on the Recreation Spaces, the renter may not extend the use of the rented space before or after the requested time unless it has been requested and approved in writing (email) with advance notice by the Town of Beausejour Staff.
- 5.4 Rentals are not transferrable between different individuals or user groups.
- 5.5 The **Renter** will protect, indemnify and save harmless the Town of Beausejour, its servants or agents, of and from all claims for damages that may arise out of the use of the Town of Beausejour Recreation Facilities by the **Renter**.
- 5.6 The **Renter** is responsible for the behavior and actions of all persons associated with their rental, program or event.
- 5.7 The Town of Beausejour is not responsible for any personal injuries occurring to the **Renter**, their guests, agents or independent contractors acting on their behalf during the period the facility is under their control.
- 5.8 The Town of Beausejour staff reserve the right to make management decisions for the well-being of the people in attendance or to help reduce potential damage to the recreation facilities. **The Town's decision shall be FINAL.**
- 5.9 When an event is booked outside the normal facility operating hours, the renter will be required to pay for a **Town of Beausejour** staff member on site. The

applicable labour rates as identified in the **Fees and Charges By-Law**. Normal operating hours change throughout the year and are up the discretion of the **Facility Coordinator** to define at the time of booking.

- 5.10 The **Town of Beausejour** shall have the right at any time to eject from Recreation Facilities or refuse admittance to any person who, in the opinion of the **Town**, is creating a disturbance or behaving in an objectionable or unacceptable manner.
- 5.11 The **Town of Beausejour** shall refuse rental requests to any user groups or individuals who have outstanding balances for previous facility rentals.
- 5.12 Recreation Facilities are subject to all by-laws of the **Town of Beausejour** and regulations thereunder governing the use of recreation facilities within the **Town of Beausejour**.
- 5.13 Depending on the circumstances of the rental, the **Town of Beausejour** may require the **Renter** to provide security for the duration of a scheduled event at the **Renters** expense.
- 5.14 The **Renter** will be responsible for the cost of any facility loss, damage, or excessive mess resulting from the use of the **Renter**, his/her guests, agents or independent contractors acting on his/her behalf.
 - 5.14.1 **Town of Beausejour** staff will inspect the rented Recreation Facility after each rental.
 - 5.14.2 In the event the facility is damaged or left in an unacceptable condition, the condition of the space will be documented through photos and a written report by the **Facility Coordinator**.
 - 5.14.3 If damage to the rented Recreation Facility occurs and the cost of the repair is less than the amount paid for the Damage Deposit, the **Town of Beausejour** will utilize funds from the Damage Deposit to repair the facility.
 - 5.14.4 If the cost to repair damage is above the amount of the Damage Deposit, it is the **Renters** responsibility to pay the additional cost required to repair the facility.
- 5.15 Whenever possible, the **Renter** shall request the number of tables, chairs or other furniture required during the booking process. Additions or changes to these requests can be made up to 24 hours before the event. We cannot guarantee the availability of furniture at the time of the booking.
 - 5.15.1 Set-up and take-down of a facility space is up to the **Renter**.
 - 5.15.2 Set-up and take-down can be done for the **Renter** at an additional cost, to be added to the facility rental fee. The cost for this service can be found in the **Fees and Charges By-Law**.
- 5.16 The **Town of Beausejour** staff will make available in each booked space: 1 garbage can with bag, 1 recycling can with bag.
- 5.17 Additional cleaning supplies can be made available at the request of the **Renter**, to the discretion of the **Town** employees.

- 5.18 **SMOKING, the use of marijuana and vapes are strictly prohibited in the Town of Beausejour Recreation Facilities.**
- 5.19 The use of chewing tobacco is not allowed in the Town of Beausejour Recreation Facilities. The act of spitting will not be tolerated.
- 5.20 The sale or supply of food and/or refreshments must be approved by the **Facility Coordinator.**
- 5.21 The selling of any tickets, collections, ticket sales, raffles or promotions must be approved by the **Facility Coordinator.** A Lottery License must be provided when applicable.

Any violations of these conditions will result in the immediate termination of use privileges in any Beausejour Recreation Space.

6. DAMAGE DEPOSITS

- 6.1 A Damage Deposit Payment is required **in addition** to the Space Rental Fee to secure the Rental date and time.
- 6.2 All Damage Deposit payments are due upon reading this policy and signing the subsequent facility guideline.
- 6.3 The **Town of Beausejour** accepts cash, cheques made out to “Town of Beausejour”, debit payments made in person and credit card payments made in person or online.
- 6.4 **Renters** who have previously caused damage to any of the Recreation Facilities may be charged a higher damage deposit or denied access to the facility.
- 6.5 The following damage deposit terms apply:
 - 6.5.1 A \$100 damage deposit is required for all rentals at the Beausejour Sportsplex, Splash Pool, and Beausejour Baseball Diamonds **unless item 6.5.3 applies.**
 - 6.5.2 Full payment is required at the time of booking (online payments using Credit Cards) or 48 hours prior to the booking start time (in person payments of cash, cheque or debit).
 - 6.5.3 If a renter is planning a social or party style event that goes beyond 9PM and/or a rental will have alcohol, a \$300 damage deposit is required.
- 6.6 The **Town of Beausejour** will refund the Damage Deposit following the event. **Renters** are responsible for the pick-up of their Damage Deposit when made in cash or cheque following the event. Cheque may be destroyed at the direction of the **Renter.**

7. REFUNDS AND/OR CANCELLATIONS

- 7.1 The **Town of Beausejour**, acting reasonably, reserves the right to change or cancel any of all booked time and the **Renter** has no claim for losses, damages or compensation of any kind. Time may be reallocated when convenient and agreed upon by both parties. In the event a reallocated time cannot be agreed upon, a full refund will be issued.
- 7.2 In cases where the **Renter** would like to cancel or change the date/time of their rental, they must submit a request for cancellation or change in writing via email. Requests to cancel a booking made within 48 hours of the booking will **NOT** be granted a refund.
- 7.3 In the event of inclement **winter weather** (such as significant snow events and poor visibility), the Town of Beausejour will follow the Ice Allocation Policy in that:
 - 7.3.1 If the facility remains open and a renter chooses to not attend their rented facility space due to weather, they will still be charged the full rental amount.
 - 7.3.2 **Town of Beausejour** staff reserve the right to close a facility due to weather by no later than 3:00pm each day. This decision will be made after consulting the Manitoba Highway reports and predicted weather outcomes from the Manitoba Weather Network. In the event the rented facility is closed, the **Renter** will be notified by e-mail and/or phone and will be given the opportunity to re-schedule their rental at no additional cost or receive a full refund.
- 7.4 In the event of inclement **summer weather** (such as sudden thunderstorms) when renting an outdoor facility, the Town of Beausejour will follow the Provincial outdoor pool guidelines:
 - 7.4.1 The facility will be closed immediately at the sight of lightning and/or upon hearing thunder.
 - 7.4.2 The facility will remain closed until 30minutes has passed since the last sight of lightning and/or heard thunder.
 - 7.4.3 If the renter is not able to use the facility at all during the schedule rental time, the **Renter** will be given the opportunity to re-schedule their rental at no additional cost or receive a full refund.
 - 7.4.4 Refunds will not be given if the **Renter** is able to use the facility during their rented time.
- 7.5 Events that are scheduled outside of normal operating hours and/or are social events scheduled to go beyond 9:00PM that are cancelled within 7 days of the event booking will not be granted a refund.

8. LIQUOR SERVICE

- 8.1 **Renters** wanting to have alcohol and liquor services at their facility rental **are required to apply for an Occasional Use Permit** through the Manitoba Liquor & Lotteries Corporation and will abide by all requirements and conditions of the permit.
- 8.2 No liquor is to be brought onto, served and/or consumed on the premises without specific approval of the **Town of Beausejour** and a valid Occasional Liquor Permit.
- 8.3 The **Town of Beausejour** staff are not in charge of the liquor permit and are not responsible for controlling entrances and exits of the facility.
- 8.4 The signer of the Occasional Use Permit **must** be on sight at all times and sober.
- 8.5 The Occasional Use Permit must be displayed on the premises at all times during the rental while alcohol is being served.
- 8.6 Liquor use is **NOT** permitted at the Splash Pool.
- 8.7 Service of alcohol stops at 1:00AM.
- 8.8 Renters must ensure the removal and/or disposal of all alcoholic beverages brought to the Recreation Facility by 1:30AM.
- 8.9 All **Town of Beausejour** facilities are subject to inspection by a Town designate, the Manitoba Liquor & Lotteries Inspector and RCMP **at any time**. Any violations of the Occasional Liquor Permit or Rental Agreement will result in the rental being immediately terminated and the premises fully vacated. This includes infractions during the scheduled Event Set-Up and Take-Down. Refunds will not be granted.
- 8.10 The **Town of Beausejour** and Manitoba Liquor & Lotteries notify the RCMP of all rentals/activities with Liquor Permits that occur at the Town of Beausejour Recreation Facilities.
- 8.11 **Renters** are responsible for the organization and payment of the following:
 - 8.11.1 Bartender scheduling and payment. Occasional Use Permits **require** at least one sober individual with a Safe Serve Certification to hand out all drinks. Having a cooler accessible for all individuals in attendance is **NOT** acceptable. The Bartender can be a volunteer or associated with the booker, but all fees associated with the Bartender are up to the **Renter** to pay.
 - 8.11.2 DJ Services, Bands, Music, etc.
 - 8.11.3 Food/Catering Services
 - 8.11.4 Food Accessories (napkins, plates, cutlery, serving bowls, serving spoons, knives, etc.)
 - 8.11.5 Coffee, Coffee Crafts, Tea, Coffee/Tea Accessories (sugar, cream, cups, etc.) *unless purchased as an additional service which is available in some cases. (See the associated Facility Guidelines)*
 - 8.11.6 Lemons, Limes, Juice, Water

- 8.11.7 Bags of Ice
- 8.11.8 Event Décor
- 8.11.9 Alcohol
- 8.11.10 Mix, juice, water, pop.

9. FACILITY SPECIFIC GUIDELINES

- 9.1 The Community Services Department will provide the renter with Facility Specific Guidelines that reflect the facility used in the booking.
- 9.2 The Guidelines may be changed as needed. Renters must sign and acknowledge the Guidelines that are in effect during the month of their booking.
 - 9.2.1 Guidelines may change from the time a rental is scheduled and when the rental happens. If this is the case, it is up to the **Town of Beausejour** staff to provide the renter with the guidelines that are in affect during the rental period.
 - 9.2.2 Guidelines changes will come into effect at the first of each month, as needed.