

THE RURAL MUNICIPALITY OF EAST ST. PAUL

POLICY & PROCEDURES MANUAL

Reference Administration	Classification Policy
Subject Rental of Municipal Facilities and Outdoor Sport Facility	Pages 7
Authority Council	Effective Date March 10, 2020
Approved Resolution 2020-564	Index COM-107 (Revised)

POLICY STATEMENT

The Rural Municipality of East St. Paul encourages use of municipal facilities, including the Multi-Use Room, Arena Ice-Surface, as well as outdoor sport facility, (specifically, soccer and baseball fields) for various functions that promote a sense of community and support the well-being of all those in attendance.

The Rural Municipality of East St. Paul requires anyone who seeks to rent RM Facilities or outdoor sport facility to demonstrate to the satisfaction of the Municipality that there will be sufficient controls in place to follow the conditions of the policies and agreements outlined below, to prevent foreseeable harm or property damage related to activities at the event or program.

The Municipality has developed this policy to:

- Create a clear understanding of responsibilities and liabilities when renting RM facilities and outdoor sport facility.
- Establish rules for the use and operation of the RM facilities and outdoor sport facility by individuals and groups.
- Promote safe, responsible use of the RM facilities and outdoor sport facility.
- Reduce the risk of injuries/property damage and subsequent liability risk.
- Identify fees and deposits required to rent RM facilities and outdoor sport facility.

Renters will not be permitted to use the facilities or outdoor sport facility unless they accept all conditions set out in the policies, application and agreement, including but not limited to obtaining liability insurance and indemnifying the Municipality from all claims arising as a result of the event or program.

PROCEDURE

1. Those seeking to rent RM facilities or outdoor sport facility must
 - a. Contact the Recreation Programmer at least 48 hours prior to their requested rental, and during regular working hours of 8:30 a.m – 4:30 p.m. Short notice rental requests may be accommodated, however is dependent on Municipal Staff availability.
 - b. In instances when the Recreation Programmer is out of office, the Operations Department is to be contacted.
 - c. Complete and sign the applicable facility application. (Appendix One and Two)
 - d. Pay all fees due as set out in the Facility Rental Rates, as reviewed and amended annually.
 - e. Adhere to all RM Policies related to renting RM facilities and outdoor sport facility, specifically;
 - COM 107 - Rental of Municipal Facilities
 - COM 106 - Municipal Social Occasion Permit Policy
 - COM 103 - Patron Infractions at Municipal Facilities
 - COM 102 – Arena Policy

Copies of the preceding, if applicable, shall be available to the renter upon application.

APPENDIX ONE**RURAL MUNICIPALITY OF EAST ST PAUL APPLICATION FOR RENTAL OF MUNICIPAL FACILITIES:
ARENA MULTI-USE ROOM/ICE SURFACE.****Applicant information**

Applicant/user ("Renter"): _____

Authorized Renter contact ("Renter supervisor"): _____

Mailing address: _____

Phone #: _____ Cell #: _____ Email: _____

Event information

Particulars of event/activity: _____

Event date and time of use applied for (includes set-up and take-down time):From _____ AM PM on _____ to _____ AM PM on: _____
time day/month/year time day/month/year

Number of attendees/patrons expected: _____ Age of majority of attendees/patrons: _____

Special requests: _____

Rental Fees

Rental Fee - Flat rate:	\$
Rental Fee - Per hour:	\$
# of hours:	
GST:	\$
	\$
SUB-TOTAL RENTAL FEE:	\$
Damage deposit	\$
Insurance (If required by RM)	\$
TOTAL RENTAL BALANCE	\$

Additional Services/Equipment Fees

Bartender (1)	\$
Bartender (2)	\$
Security (1)	
Security (2)	\$
Other _____	\$
Other _____	\$
GST	\$
Subtotal	\$
TOTAL SERVICES/EQUIPMENT	\$

Total Rental Balance	\$
Total Services/Equipment	\$
TOTAL BALANCE DUE	\$

*Cheques are payable to the RM of East St. Paul***Certification:**

In consideration of the rental of the Facilities to the Renter for the event, the Renter will comply with all terms and conditions of this application and of the attached Facilities Rental Agreement ("Agreement").

As required by and more fully set out in the Agreement:

- The Renter will obtain and provide confirmation of comprehensive general liability insurance for the event.
- The Renter will pay for any damages to the Facilities or equipment and to pay all other fees/charges.
- The Renter will protect and indemnify the Municipality from and against all claims that may arise out of the Renter's use of the Facilities, grounds or equipment.

The Renter has paid the total balance due to the Municipality*.

This application forms part of the Agreement.

The Renter has reviewed, and agrees to all terms and conditions of the Agreement, and has initialed each page of the Agreement.

Date: (day/month/year): _____ / _____ / _____

Signed: _____

Renter supervisor

- * In its discretion, the Municipality may agree to hold the date and time for the event, and extend the deadline for payment of the total balance due, by a maximum of 7 days from the date set out above.

Municipal Facilities rental approved by (designate of the Municipality): _____

Date: (day/month/year): _____ / _____ / _____

Name(s) of Municipal Supervisor(s): _____ Work phone #: _____ Cell #: _____
_____ Work phone #: _____ Cell #: _____

Applicant/Renter initials _____ Date: _____

Municipal Facilities Rental Agreement (“Agreement”)

In consideration of the Rural Municipality of East St. Paul (“Municipality”) allowing the Renter to use the arena multi-use room and facilities set out below (“Facilities”) as and when set out in the rental application (“event”), the Renter agrees as follows:

1. The multi-use room rental includes the use of, and the Renter will only be granted access to, the following for the event (check off those INCLUDED in the rental):
Facilities:
 Multi-use room
 Multi-use room kitchen
 Other: _____
 Other: _____
Equipment:
 Tables (Max of 15 round- 60” diameter, Max of 28 long- 8’ length)
 Chairs
 Coat Racks (3)
 Other: _____
 Other: _____
Additional Services:
 Municipality’s bartending staff (#____)
 Municipality’s security staff (#____)
2. **Capacity:** The maximum capacity of the multi-use room in the Facilities, for all events, is 250 patrons. The maximum capacity of the ice surface, for all events, is 600 patrons.
3. **Payment:** Subject to the 7-day maximum extension provided for in the application, the total balance due as set out in the application must be paid at the time of booking.
4. **Rental period:** The Facilities are only available for the Renter’s use within the timeframe provided for in the rental application (“rental period”). The Renter may only enter the Facilities during the rental period and must vacate the Facilities by the end of the rental period. Event set-up and take-down must be completed within the identified rental period.
5. **Renter supervisor:** The Renter supervisor must be onsite and readily accessible to the Municipality’s Supervisor or designate (“Municipal representative”) at all times during the event. The Renter supervisor is responsible for the supervision and control of all those who attend the event and for the due observance of the requirements of the Municipality and this agreement.
6. **Cancellation by Renter:** Notice of cancellation and a refund request must be in writing and received by the Municipality at least 14 days before the event. The refund will be mailed to the address indicated in the rental application. Refunds may take up to 60 days to process. The Renter is responsible for payment in full and forfeits any refund of any amounts paid to the Municipality in connection with the event if the event is cancelled less than 14 days before the event.
7. **Cancellation by Municipality:** The Municipality reserves the right to cancel the event and terminate the Agreement at any time before or during the rental period
 - a. if the Municipality, in its sole discretion, determines that it is not in the Municipality’s best interests to permit the event.
 - b. for any breach of the Agreement, misconduct, improper use of the Facilities, or any other action by the Renter deemed by the Municipality or Municipal representative to be detrimental to event participants or the Facilities. The Municipal representative has the right to make decisions for the well-being of those attending the event or to help reduce potential damages to the Facilities. Decisions of the Municipal representative are final.
 - c. in the case of an emergency or other unforeseen circumstance, as the Municipality may in its sole discretion determine. If possible, the Municipality will give the Renter at least 24 hours’ notice of cancellation in the circumstances provided for in this subsection c.. The Municipality may grant the Renter access to the Facilities at another time or allow a proportionate rebate for any portion of the rental period cancelled.The Municipality is not responsible for and the Renter shall have no claim or right to damages or reimbursement on account of any loss, damage or expense whatsoever for any cancellation or termination.

Applicant/Renter initials _____ Date: _____

8. **Damage deposit:** The Renter will pay the damage deposit to the Municipality in the amount set out in the application. The Municipality will refund the damage deposit to the Renter after the event (may take up to 60 days to process), to the address indicated in the rental application, unless the Municipality retains any portion of the damage deposit to pay for any damages resulting from the Renter's use of the Facilities or the event, including the cost of restoring the Facilities to a clean and suitable condition, and for repairs or missing items ("damages"). The Municipal representative will inspect the Facilities at the end of the rental period to determine whether there are any damages or evidence of improper use. The Renter supervisor is encouraged to accompany the Municipal representative during the inspection. The decision of the Municipal representative is final. The Renter is responsible for any additional costs if the amount of the damages exceed the amount of the damage deposit. The Renter shall pay any such additional costs to the Municipality by no later than 30 days from the date of demand by the Municipality.
9. **Insurance:** At least 14 days before the event, the Renter will obtain, and provide the Municipality with evidence of having obtained, comprehensive general liability insurance for the event in the amount of no less than \$2,000,000.00 for any one occurrence. All insurance applications and policies must meet the requirements of the Municipality's Outside User Insurance Policy Gen-114. The policy must name the Municipality as an additional insured, include a cross-liability clause and cover all claims for bodily injury, including death, and property damage or loss arising out of the Renter's use or occupation of the Facilities by the Renter, the Renter's agents, employees, contractors and invitees in connection with the event. The Renter may instead, at the Municipality's discretion, request the required insurance through the Municipality. Nothing contained in the required policy of insurance shall in any way limit the liability of the Renter under this Agreement or otherwise.
10. **Alcohol:** The Renter must use and pay for the Municipality's bartenders and security in the numbers set out in the application where the Renter will be selling tickets to the event with the intent to generate profit and alcohol will be sold. This also includes events with over 200 patrons where alcohol will be sold. This requirement may only be waived by the written consent of the Municipal representative. The Municipality may exempt the renter, if they choose, to use the Municipality's bartending staff if alcohol will be served at no cost during the event.

No liquor may be brought into, served or consumed in the Facilities

 - a. without the prior approval of the Municipality,
 - b. except in accordance with the Municipality's Alcohol Policy (Policy GEN-113) as amended from time to time, and
 - c. except in accordance with the terms and conditions of a valid social occasion liquor permit for the event from the Liquor, Gaming and Cannabis Authority of Manitoba ("LGCA") and in accordance with all LGCA requirements.
11. The Facilities may be inspected by the Municipal representative and/or a LGCA inspector during the rental period. Any violations of the social occasion liquor permit, the Municipality's Alcohol Policy or the agreement will result in termination of the agreement and forfeiture of all rental fees and deposits paid. The event will be immediately shut down and the Facilities must be vacated immediately. The Municipality and LGCA notify the RCMP of all rentals and events taking place in the Facilities.
12. **Responsibilities, indemnities, acknowledgements and waivers:** The Municipality makes no warranty expressed or implied as to the safety of the Facilities or their fitness for the Renter's purpose. The Renter accepts the Facilities at the Renter's own risk. The arena is a public building and back-to-back events may be scheduled in Facilities or other areas of the arena before, during, and after the event. The Renter acknowledges that the Municipality's equipment may not be fully accessible during the rental period as a result.
13. The Renter is responsible for any and all damages to the Facilities by the Renter, the Renter's guests, invitees, agents, or independent contractors acting on the Renter's behalf during the rental period.
14. The Renter will indemnify the Municipality, its officers, council, employees, affiliates, agents and representatives from and against all claims, actions, losses or damages, including legal expenses, arising from or in connection with the Renter's (and any person for whom the Renter is responsible) use of or presence in the Facilities or anywhere on the Municipality's grounds, or as a result of the event.
15. The Renter waives all claims against, releases from liability and agrees not to sue the Municipality, its officers, council, employees, affiliates, agents and representatives, for any personal injury, death, property damage or any other loss or damage sustained by the Renter or for which the Renter may be responsible arising out of, or in connection with the event,

Applicant/Renter initials _____ Date: _____

or the use of or presence of the Renter (and any person for whom the Renter is responsible) in the Facilities or anywhere on the Municipality's grounds.

16. The Renter will comply with and ensure every person the Renter invites or allows to enter the Facilities complies with all terms and conditions of this Agreement, all by-laws, and all requirements and policies of the Municipality, including but not limited to the Rental of Municipal Facilities Policy COM-101, Municipal Alcohol Policy GEN-112 and Patron Discipline Policy COM-103, as well as all applicable laws.
17. The Municipality is not responsible for any personal injuries to the Renter, Renter's guests, invitees, agents, and/or independent contractors acting on the Renter's behalf during the rental period, or for loss or damaged goods or damaged property.

General

18. This agreement cannot be transferred.
19. Smoking and/or vaping are prohibited anywhere in the Facilities, and in any of the Municipality's buildings. Attendees or patrons who smoke or use e-cigarettes must do so at least 15 metres away from all entrances to the Facilities or Municipality's buildings.
20. Drugs and other substances, including cannabis, are prohibited in the Facilities and anywhere in the Municipality's buildings or on its grounds.
21. The Additional Terms and Conditions included below are a part of this agreement.

Additional Terms and Conditions

Event set up:

- During event set-up, the Renter must only use the north-side doors of the arena unless prearranged with the Municipal representative. Use of the west/east side doors during the event is prohibited except in an emergency.
- No decorations are to be placed on the walls, except with sticky tack. Decorations placed on tables must only be put up with sticky tack or masking tape. No packing tape, scotch tape, duct tape, staples, nails, thumbtacks, or other items that may cause damage are to be used in the Facilities.
- Sparkles, helium balloons, hay bales and smoke machines are prohibited in the Facilities, unless otherwise arranged with the Municipal representative.
- No equipment, material, apparatus or property belonging to the Municipality may be moved or used, and no structure or apparatus may be placed upon or erected in the Facilities or anywhere on the Municipality's property, without the Municipality's prior written permission.

During event:

- The Facilities must not be used for private gain unless approved by the Municipality.
- No admittance charge shall be made or tickets sold in advance or a collection of any kind taken, unless the intention to make such charges, sell such tickets or take a collection is approved by the Municipality.
- Appropriate athletic footwear must be worn in the Facilities if used for sports activities.

Post-event:

- The Renter must leave the Facilities in a clean and presentable condition at the end of the rental period. The Renter's responsibilities, within the rental period, include but are not limited to the following:
 - *sweeping and mopping of all floors*
 - *wiping and putting away of all tables and chairs used.*
 - *disposing of all waste generated, which waste must be cleaned up, bagged, and disposed of properly in bins provided.*
 - *disposing of excess drinks into a spill bucket, removing all empty cups, dishes, food particles, etc..*
 - *ensuring kitchen/bar area is fully cleaned, including stoves, fridges, sinks, etc..*
 - *ensuring all decorations are taken down and personal items are removed.*
 - *ensuring no excessive mess is left in the washrooms.*

Applicant/Renter initials _____ Date: _____

Outdoor Sport Facility Rental Application Form

APPLICANT INFORMATION:

Organization Name:	Contact Name:
Phone Number:	Fax Number:
Email:	Mailing Address:

BOOKING INFORMATION:

Sport being played:	League Name:
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Please list your request (s) in the chart below or attach full team schedule to this application.
Please be sure to clearly indicate the space, date, and times needed.

Facility	Unit	Practice or Game	Day of Week	Date	Start Time	End Time	Fee (\$)
<i>Ex: Baseball/Soccer Complex</i>	<i>Diamond #3</i>	<i>Game</i>	<i>Mon and Wed</i>	<i>July 6</i>	<i>6:00pm</i>	<i>8:00pm</i>	<i>\$40.00</i>

Notes/Special Requests:

Completed application form can be emailed to: tyne.mills@eaststpaul.com or faxed to: (204) 668-1987

User Signature

Applicant/Renter initials _____ Date: _____

Date

Outdoor Sport Facility Terms and Conditions

CODE OF CONDUCT:

As a responsible user of the Rural Municipality of East St. Paul's Outdoor Sport Facilities, all leagues/teams/individuals are expected to follow these guidelines:

- The consumption of alcohol and/or illegal drugs is strictly prohibited.
- Smoking is not permitted on or adjacent to the sport fields and/or within 15 meters of facilities.
- Players, coaches, and officials must be courteous and respectful to residents, other park users, maintenance staff, and other agencies at all times.
- Littering is not permitted on facility grounds.
- All pets must be on a leash and fecal matter must be picked up.
- All users are recommended to try their best to stay within their allotted timeframe in order to be courteous to the following team that is booked.
- The applicant will not be allowed to sublet the use of their allotted sport facility time to any person or organization not named in the rental application, unless otherwise approved with the Recreation Programmer and/or authorized personnel.
- Driving on the Fields is extremely prohibited.
- Applicants are expected to respect and treat the facilities with the upmost care. It is the applicants responsibility to transfer this information to their team players and affiliates.

RENTAL FEES:

The Rural Municipality of East St. Paul charges a rental fee for the use of all Outdoor Sport Facilities. For rental fees please contact the Recreation Programmer.

Fees are subject to change.

PAYMENT:

Payment is due at the time of booking or before the use of the outdoor sport facilities, unless otherwise arranged with authorized personnel. Payment can be made using cash, cheque, or debit.

CANCELLATIONS:

Applicants are required to give a 24-hour notice if they wish to cancel their booking. You will not be reimbursed if you fail to do so. However, under emergency circumstances your cancellation will be reviewed and you may be granted a full refund.

During extreme weather conditions that the sporting field is closed a full refund will be given.

The R.M reserves the right to cancel, postpone or reschedule a rental slot.

All applicants are required to abide by the above Terms and Conditions.

If the applicant fails to comply with these regulations, they may jeopardize their partnership with the R.M of East St. Paul and may not be considered for future bookings.