

DISTRICT OF FORT ST. JAMES
POLICY AND PROCEDURE MANUAL

POLICY GROUP:	Building & Property
POLICY#:	3.1
SUBJECT:	Arena Policy
ADOPTED:	2001
REVISED:	
ADMINISTERED BY:	Administration

Objective: To provide guidelines for public use of the Fort Forum Arena.

Policy: The arena facility will be made available for use during the winter and summer months at the discretion of the Arena Manager, Public Works Superintendent and District Council.

Procedures:

Rates:

The rates charged for rental of the facility are those outlined in “Schedule A” of this policy and may be amended by District Council from time to time.

Cancellations

Any cancellations of facility use for ice time must be registered with either the Arena Manager, Public Works Superintendent or District Office Staff, at least seven days prior to booking. Failure to provide seven days notice will result in full billing for the facility. Under extenuating circumstances, the Public Works Superintendent, or District Council may waive the seven-day cancellation rule.

Facility Use

Ice Time – All arena facility scheduling will be done at the discretion of the Arena Manager and/or the Public Works Superintendent. All paying customers will receive first choice of ice time. Before the start of ice rentals each year the Arena Manager shall hold an Ice User’s Meeting to establish scheduling of organized, paying groups. Schools and private citizens will not be advised of available ice time until 2 weeks after the operating season begins so that paying teams customers may acquire extra ice time if needed. If at any time during the operating season a paying customer would like to increase their time, and it conflicts with a non-paying group, that group will be notified in writing of any scheduling changes. Once the Arena Manger has completed scheduling ice time, a copy of the ice user’s schedule will be clearly posted in the arena and one copy provided for the District office.

Summer Events – The arena facility may be booked for summer events (dances, receptions) only upon approval of the Public Works Superintendent at the rates outlined in “Schedule A”. There is a refundable security deposit required in advance of the facility use. The District of Fort St. James shall do all final janitorial work in the facility. Renters of the facility are responsible for general clean up of the facility such as removal of tables and chairs, clean up of refuse. Janitorial work may not be done by the renter of the facility.

Summer Sports Events – The arena facility may be booked for summer sports events (ie. Roller hockey) at a rate outlined in “Schedule A”. Adult supervision is mandatory for minors. Summer sports events will be booked through the District Office and approved by the Public Works Superintendent and/or the Summer Recreation Co-ordinator.

All individuals and groups renting the facility shall sign a Licence to Occupy “Schedule B” and/or a Municipal Facilities Rental Agreement “Schedule C”.

Music Room

The music room and amplifier will be available for use only when authorized by the Arena Manager or the Public Works Superintendent.

Arena Rules

All arena rules contained in “Schedule D” must be obeyed by all persons within the arena, regardless of whether they are participants or spectators.

Insurance Requirements

All arena users must have the following insurance in place prior to use of the facility:

All groups who wish to use the Arena on a regular basis must sign a “Licence to Use or Occupy (Schedule “B””. The form is quite comprehensive and asks for an insurance policy of \$2.0 million minimum. Individuals who wish to use the Arena periodically must sign the Rental Agreement form “Schedule C”.

MIA advises that Minor Hockey, Speedskating and Figure Skating should all sign the licence form even though we know that they carry adequate insurance. The reason is that the form also sets out basic requirements for supervision, security etc. and provides an indemnification clause.

All other user groups must sign the Rental form “Schedule C” and provide us with their proof of insurance, and a minimum of \$2.0 million liability. Insurance for these groups is available through Barton Insurance and a company called Sports Can who offers a municipal community user group policy.

Individuals who wish to use the arena must also sign the licence form and their home owner insurance will normally provide the liability coverage. The liability requirement is \$1.0 million as this is the most frequent amount under a home owner's policy.

For public skating MIA suggests that we provide "sandwich boards" with the rules and regulations and place one at each ice entrance for each session. They state that the phrase "helmets are recommended" be put on the board along with the 5 or 6 most important rules. Lastly they advise that for this policy to work the rules must be enforced uniformly and fairly for everyone.

POLICY NO. 3.1 SCHEDULE "A"

ARENA USER RATES

Amended Schedule adopted May 9, 2007

<i>User Group</i>	<i>2006-07 Rates</i>	<i>2007-08 Rates</i>	<i>2008-09 Rates</i>	<i>2009-10 Rates</i>
Minor Sports (prime rate)	44.00/hour	46.00/hour	47.00/hour	48.00/hour
Minor Sports (non-prime)*	34.50/hour	36.50/hour	37.50/hour	38.50/hour
Adult Recreation	82.00/hour	84.00/hour	85.00/hour	86.00/hour
Schools	No Charge	No Charge	No Charge	No Charge
Public Skating	34.50/hour	36.50/hour	37.50/hour	38.50/hour
Summer Rental Fee	450.00/day	450.00/day	450.00/day	450.00/day

*Non-prime rates are charged on ice time between the hours of 6:00 a.m. and 9:00 a.m. weekdays. All other times are charged at Prime rates.

Schedule "B"

Licence To Use or Occupy

THIS LICENCE ISSUED THE ___ day of _____, 20__.

TO:

(HEREINAFTER CALLED "**The Applicant**")

WHEREAS the District of Fort St. James (hereinafter called "**The District**"), the owner of the building and appurtenant grounds described as Lot 1, Plan 12398, District Lot 1267 located at Stuart Drive East and more commonly known as Fort St. James Arena;

AND WHEREAS the Applicant has applied for a Licence to use and occupy those portions of the facility known as the **Arena** (hereinafter called "**the said premises**");

NOW THEREFORE in consideration of the covenants, rents, conditions and agreements to be performed and observed by the Applicant:

1. The District hereby grants to the Applicant a Licence to use and occupy the said premises for the sole purpose of _____.
2. The Applicant shall use only those premises named in this Licence.
3. The Applicant shall ensure that all attendees adhere strictly to all rules and regulations posted and/or included in this Licence and to advise all attendees accordingly. Failure to adhere to, or comply with said rules and regulations may result in the termination of this Licence without refund of any fees paid, and may include invoicing of penalties and/or additional costs incurred by the District.
4. The Applicant shall exercise the greatest care in the use and occupation of the said premises and adjacent facilities and shall provide a competent and trustworthy adult who will personally undertake to be responsible for the due observance of the rules and regulations governing the said premises.
5. The Applicant shall report all damages to the **Public Works Superintendent at 996-7161**.
6. The Applicant shall be responsible legally, financially and otherwise for any damages to the said premises as a result of the use and occupation thereof under this Licence. Said

damages to be paid firstly by the Applicant and/or their insurer.

7. The Applicant shall not permit any other person, group or organization not named in this Licence to use or occupy the said premises without authorization from the District. Authorization granted by the District shall be attached to this Licence prior to any use or occupation of the said premises by any other person, group or organization.
8. The Applicant shall, at its own expense, within 24 hours of the expiration of the use and occupation of the said premises, return the premises to the condition that the premises were in prior to the Applicant's use and occupation.
9. The Applicant shall be responsible for providing adequate security, including any costs for providing adequate security, for the use and occupation of the said premises, including, but not limited to, persons at the door, off duty police, auxiliary fire fighters or other personnel deemed necessary by the Applicant for the protection of the public, property of the public and property of the District. The District reserves the right to require that the Applicant provide a higher level of security than that deemed adequate by the Applicant. The Applicant shall be responsible for any additional costs of security.
10. The Applicant shall, prior to the use and occupation of the said premises, pay at the request of the District, a damage deposit of **NIL**, as security for any damages which may occur to the said premises as a result of the use and occupation authorized under this Licence. Should such damage deposit, or any balance thereof not be used, it shall be refunded to the Applicant. Should such damage deposit be insufficient, the Applicant will reimburse the District immediately upon written notice from the District.
11. The Applicant shall not permit liquor, beer or any other alcoholic beverages on or in the said premises unless a valid permit has been obtained under the Liquor Control and Licencing Act and the expressed authorization of the District. Authorization granted by the District shall not relieve the Applicant from any legal obligations and/or requirements. A copy of the Applicants approved liquor permit shall be presented and attached to this Licence including evidence of the applicant's comprehensive liability insurance with extended coverage to include "Host Liquor Liability", prior to any use or occupation of the said premises. Authorization granted by the District shall be attached to this Licence prior to any use or occupation of the said premises.
12. The Applicant shall comply with the British Columbia Liquor Control and Licensing Act including all regulations.
13. The Applicant shall contact the **Public Works Superintendent at 996-7161, Arena Manager at 996-7600 or the District Office at 996-8233** to cancel any booking.

14. The Applicant understands and agrees that the Licence may be revoked or cancelled, at any time, with or without cause, by the District. The District will make every reasonable attempt to provide a minimum of 48 hours notice of cancellation to the Applicant.
15. The term of this Licence shall be from; _____ to _____.
16. In consideration of the use and occupancy of the said premises the Applicant shall pay a Licence Fee as set out in the District's arena policy. Said fee may be changed from time to time by a duly authorized resolution of Council.
17. The Applicant agrees that it is the sole responsibility of the Applicant to determine the suitability of the premises for its intended use and occupancy.
18. The Applicant agrees that before commencing use of the premises, the Applicant shall on each occasion, before use and occupation, inspect the premises and equipment, and shall forthwith notify the **Public Works Superintendent at 996-7161** of any condition that may render the premises or equipment unsafe for use.
19. The Applicant may be permitted access to the said premises prior the function or event authorized herein subject to the approval of the **Public Works Superintendent at 996-7161**.
20. The Applicant agrees that it will indemnify and save harmless the District and its officers, employees, servants, agents, successors, and assigns from and against any and all claims whatsoever including all damages, liabilities, expenses, costs, including legal or other fees incurred in respect of any such claim, or any cause or proceeding brought thereon arising directly or indirectly from or in connection with the granting of this Licence and the use and occupation of the said premises, save that this Applicant will be under no obligation to indemnify and save harmless the District against or in respect of any damages or judgment rendered against the District resulting from or arising out of any negligence or fault on the part of the District in connection with the maintenance or condition of the premises to the extent that the damage, loss or injury was caused or occasioned by the negligence of the District.
21. Prior to the granting of this Licence the Applicant shall obtain and maintain comprehensive general liability insurance including, without limitation, coverage for the indemnity provided herein, on terms satisfactory to the District. The District shall be included as named insured.

Such policy shall be written on a comprehensive basis with inclusive limits of not less than **\$2,000,000.00** per occurrence, including **\$2,000,000.00** for bodily injury and/or death to any one or more persons including voluntary medical payments and property

damage, or such higher limits as the District may require from time to time. The policy shall contain a clause providing that the insurer will give the District thirty (30) days prior written notice in the event of cancellation or material change. The Applicant shall provide the District with evidence of such insurance coverage in the form of an executed copy of a Certificate of Insurance in a form satisfactory to the District ten (10) days prior to the granting of this Licence.

22. It shall be the sole responsibility of the Applicant to determine what additional insurance coverage, if any, including but not limited to Worker's Compensation and Participants Insurance, are necessary and advisable for its own protection and/or to fulfil its obligations under this Licence. Any such additional insurance shall be maintained and provided at the sole expense of the Applicant.
23. The Applicant shall not do, suffer or permit to be done any act or thing upon or above the said premises, which will or would constitute a nuisance to the occupiers of any lands or premises adjoining or in the vicinity of said premises or to the public generally.
24. The Applicant shall observe, perform and comply with the requirements of every applicable by-law, statute law, regulation or ordinance and with every applicable regulation or order with respect to the condition, maintenance, use or occupation of the said premises and any furniture, equipment, supplies, materials, or articles located therein.
25. The Applicant, its employees, agents, servants, or workmen and/or volunteers shall not be deemed to be either employees, agents, servants or workmen and/or volunteers of the District.
26. The Applicant warrants and represents that if he/she signs this Licence on behalf of a group or organization, the Applicant has sufficient power, authority and capacity to bind the group or organization with his/her signature.

I have read the above and fully understand the terms and conditions and regulations contained herein and will comply with the said licence.

Signature of Witness

Signature of Applicant

Name

Name of Applicant/Group

Address

Address of Applicant/Group

Telephone No.

Telephone No.

Issued this _____ day of _____, 20__.

Signature of Authorized Municipal Director

ENCLOSED HEREWITH PAYMENT OF _____

FOR AND ON BEHALF OF _____
(Legal Name of Lessee)

Signature of Lessee: _____

(Position)

Please return this form, duly signed, to the lessor at:

The District of Fort St. James
477 Stuart Drive West
Bag 640
Fort St. James, B.C. V0J 1P0

REGULATION GOVERNING RENTAL OF MUNICIPAL FACILITIES

1. Lessees must comply with all applicable Fire Bylaws and Regulations, allow smoking only in designated areas and keep exits clear.
2. Adequate supervision is essential and lessees must be prepared to pay for any damage done and, if requested, provide evidence of appropriate liability insurance for limits of \$_____.
3. All facilities are rented on an AS IS basis and the Lessor's obligation is restricted to the provision of facilities as they exist at the time of the rental.
4. An additional charge may be levied by the Lessor if, following a Lessee's occupancy, extra expense is incurred as a result of the premises being left in a dirty condition.
5. Consumption of liquor and/or the posting of advertising in or on any portion of the premises is prohibited unless expressly approved by the Lessor.

**FAILURE TO COMPLY WITH THESE REGULATIONS CAN RESULT IN
CANCELLATION OF THE RENTAL: PLEASE TREAT THESE FACILITIES AS YOUR
OWN – THEY ARE!!**

SCHEDULE "D"

ARENA RULES

- 1) There will be zero tolerance for alcohol or any other contraband substance in the arena. The Public Works Superintendent, Arena Manager, Arena Attendant, or any other officer of the municipality is **required** to notify the RCMP of any use of alcohol or contraband substances.

Anyone who violates this rule will be suspended from the Arena as follows:

First offence	2 week suspension
Second offence	Suspension for the entire season or longer depending on circumstances

Suspension will be carried out by the Public Works Superintendent.

- 2) Dressing rooms will be available for a maximum of 45 minutes after games or practices, **with no exceptions.**

Teams who violate this rule will be subject to suspension as follows:

First offence	2 weeks suspension
Second offence	1 month suspension
Third offence	Loss of privileges as determined by the Public Works Superintendent

- 3) Security must be provided by the sponsoring organization if attendance at a game or practice will be 100 or more spectators. The following schedule will apply:

100 – 300	= 2 security personnel
301+	= 4 security personnel

The security personnel must be plainly visible to the spectators and must wear a vest approved by the Public Works Superintendent.

The Public Works Superintendent has the right to require security at any event regardless of attendance.

- 4) Arena Supervisors and/or the Public Works Superintendent have the right to evict anyone from the arena at any time for undesirable conduct. Absolutely no verbal or physical abuse will be tolerated.
- 5) No rubber boots, shoes or footwear permitted on the ice at any time.