

Township of
Langley



Est. 1873

REPORT TO MAYOR AND COUNCIL

PRESENTED:	SEPTEMBER 30, 2019 - REGULAR AFTERNOON MEETING	REPORT:	19-141
FROM:	CORPORATE ADMINISTRATION DIVISION	FILE:	0340-50
SUBJECT:	FACILITY RENTAL POLICY		

RECOMMENDATION(S):

That Council approve the proposed Facility Rental Policy.

EXECUTIVE SUMMARY:

Traditionally, policy elements that govern Township facility rentals have been embedded within the terms and conditions of facility rental contracts rather than as a stand-alone corporate policy. While this approach is acceptable, it could result in inconsistent contractual obligations and enforcement actions being applied to facility rentals.

Staff have incorporated guidance provided by legal counsel regarding facility rentals to present Council with the attached draft Facility Rental Policy.

PURPOSE:

The purpose of this report is to obtain Council approval for the proposed Facility Rental Policy.

BACKGROUND/HISTORY:

Traditionally, policy elements that govern Township facility rentals have been embedded within the terms and conditions of facility rental contracts rather than as a stand-alone corporate policy. While this approach is acceptable, it could result in inconsistent contractual obligations and enforcement actions being applied to facility rentals because different departments/divisions might be responsible for different facilities from an operational perspective.

DISCUSSION/ANALYSIS:

Staff continually review the Township's policy framework to identify areas of potential improvement, revisions to existing policies, or entirely new policies, are brought forward for Council consideration.

Through this continual review, staff have identified the requirement to develop an overarching Corporate Facility Rental policy. The absence of a corporate policy to guide facility rentals across the organization could result in operational inconsistencies and varied levels of service to customers because different facilities could be operated by different Township divisions.

Staff have incorporated guidance provided by legal counsel regarding facility rentals to present Council with the attached draft Facility Rental Policy. The policy takes a prescriptive stance on a number of key policy elements including, but not limited to bookings, fees, insurance.

With Council's endorsement, the implementation of this policy will help ensure a consistent facility rental practice across the Township's many facilities.

Respectfully submitted,

Steve Scheepmaker
DIRECTOR, CORPORATE ADMINISTRATION
for
CORPORATE ADMINISTRATION

This report has been prepared in consultation with the following listed departments.

CONCURRENCES	
Division / Department	Name
Parks and Recreation Division	C. Blair
Engineering Division	R. Zwaag

ATTACHMENT A Draft Facility Rental Policy

ATTACHMENT A



COUNCIL POLICY

Subject: Facility Rental Policy

Policy No:

Approved by Council:

Revised by Council:

1. Purpose

- 1.1 The purpose of this policy is to provide additional guidelines for the rental of rooms, space, or other areas in facilities owned or operated by the Township of Langley (the "Township"), including the Township's community centres, community arenas, parks, Civic Facility, and Langley Centennial Museum (the "Facilities", or individually, the "Facility").

2. Application of this Policy

- 2.1 Unless otherwise stated herein or agreed in writing, this policy applies whenever the Township, in its sole discretion, offers rooms or space for rent at or in the Township's Facilities.

3. Rental Application and Facility Rental Contract

- 3.1 **Rental Application.** A person who wishes to enter into a Facility Rental Contract must submit a Rental Application to the Township. The Rental Application must be in the Township's approved form and must accurately and fully describe the purpose of the desired facility rental, the desired date(s) of the rental (the "Rental Date"), the desired time(s) of the rental on the Rental Date (the "Rental Period"), the applicant's full legal name and ordinary address, and all other information as may be requested by the Township. A Facility Rental Contract may be cancelled if any of the information provided in the Rental Application is incorrect or if the rental is secured under a misrepresentation by the Licensee. The Township may, at its sole discretion, deny the use of a Facility, before or after a Facility Rental Contract has been completed, for any reason, including but not limited to, if such rental could lead to a protest or similar civil disruption resulting in safety or security concerns for attendees or Township staff, or potential damage to Township or other property.
- 3.2 **Facility Rental Contract Required.** Facility rental applications are subject to approval by the Township, in its sole discretion. Facility Rentals are available only to a person or persons who have entered into a written and approved Facility Rental Contract with the Township ("Licensee"). A Licensee includes the Licensee's officers, directors, employees, servants, agents, contractors, volunteers and guests.

- 3.3 **Terms and Conditions Apply.** Facility rentals are subject to the Township's usual Terms and Conditions, as they may be amended by the Township from time to time (the "Terms and Conditions"). A copy of the Terms and Conditions is attached hereto for reference as Schedule "A". Any deviation from the Terms and Conditions, are at the sole discretion of the Township, and must be expressly indicated in writing in the Facility Rental Contract.
- 3.4 **Rentals to Adults Only.** A Facility Rental Contract will not be approved if the Licensee, or the Licensee's authorized agent where the Licensee is not an individual, is under 19 years of age.
- 3.5 **Cancellation.** Facility Rental Contracts may be cancelled by the Township or by the Licensee, as set out in the Terms and Conditions.
- 3.6 **Non Transferable.** Facility Rental Contracts are not transferable. If a different Licensee is desired, the existing Licensee must cancel the existing Facility Rental Contract and the new proposed Licensee must apply for a new Facility Rental Contract.
- 3.7 **Amendments.** Facility Rental Contracts may be amended by the Township, as set out in the Terms and Conditions. Facility Rental Contracts may not be amended by the Licensee. If the Licensee would like a change to an existing Facility Rental Contract, the Licensee must either (a) cancel the existing Facility Rental Contract and apply for a new Facility Rental Contract, or (b) contact the Township to request an amendment.

4. Fees for Rentals

- 4.1 **Payment.** The Licensee must pay to the Township all applicable fees (the "Fee"), as provided for in the Terms and Conditions. The Fee will be in an amount determined by the Township, in its sole discretion. The Fee may include, but is not limited to:
 - (a) **Hourly Rental Fees.** The Licensee must pay to the Township hourly rental fees for the duration of the Rental Period in an amount determined by the Township, in its sole discretion. Detailed information about the Township's hourly rental fees is available on the Township's website or by contacting the Facility.
 - (b) **Birthday Fees.** Where the purpose of the rental is for a birthday party, the Licensee must pay to the Township an additional birthday party activity fee in an amount determined by the Township, in its sole discretion. Detailed information about the available birthday activity options and information about the applicable birthday party activity fees are available on the Township's website or by contacting the Facility.
 - (c) **Staffing Fee.** Where the Township deems that the proper and safe use of the Facility for the purposes indicated on the Rental Application requires that additional Township staff be in attendance prior to, during, or after the Rental Period, the Licensee must pay to the Township an additional staffing fee in an amount determined by the Township, in its sole discretion. Information about the applicable additional staffing fee is available by contacting the Facility.

- (d) **Security Fee.** Where the Township deems that the proper and safe use of the Facility for the purposes indicated on the Rental Application requires that professional security staff be in attendance prior to, during, or after the Rental Period, the Licensee must pay to the Township an additional security fee in an amount determined by the Township, in its sole discretion. Information about the applicable additional security fee is available by contacting the Facility.
- (e) **Cleaning Fee.** Where the Township deems that the use of the Facility for the purposes indicated on the Rental Application requires external janitorial service, the Licensee must pay to the Township an additional cleaning fee in an amount determined by the Township, in its sole discretion. Information about the applicable additional cleaning fee is available by contacting the Facility.
- (f) **Equipment Fee.** Where requested by the Licensee, and approved by the Township in its sole discretion, or where the Township deems that the use of the Facility for the purposes indicated on the Rental Application requires additional equipment prior to, during, or after the Rental Period, the Licensee may use the Township's equipment, including but not limited to, bleachers, stage and extra garbage receptacles (the "Equipment"). Where the Township approves the use of the Equipment, the Licensee must pay to the Township an additional equipment fee in an amount determined by the Township, in its sole discretion. Information about the applicable additional equipment fee is available by contacting the Facility.
- (g) **After Hours Fee.** Where approved by the Township in its sole discretion, it is possible for the Rental Period to go beyond the Facility's regular closing time to a time no later than 12:00 a.m. midnight ("After Hours Rental Period"). Where the Township approves an After Hours Rental Period, the Licensee must pay to the Township an additional after-hours fee in an amount determined by the Township, in its sole discretion. Information about the applicable after-hours fee is available by contacting the Facility.
- (h) **AV Equipment Fee.** Where requested by the Licensee, and approved by the Township in its sole discretion, the Licensee may use the Township's audio-visual equipment, including theatre type equipment ("AV Equipment"). Where the Township approves the use of AV Equipment, the Licensee must pay to the Township an additional AV equipment fee in an amount determined by the Township, in its sole discretion. Information about the applicable additional AV Equipment fee is available by contacting the Facility.
- (i) **Copyright Fees.** Where the Licensee's use of the Facility requires payment of any copyright fees, including but not limited to, applicable license fees to copyright societies (e.g. RESOUND/SOCAN) with respect to the playing of copyrighted materials, including but not limited to, live or recorded music or videos, the Licensee must pay to the Township the applicable copyright fee, which will then be remitted to the applicable copyright society on the Licensee's behalf. Information about the applicable copyright fee is available by contacting the Facility.

- 4.2 **Deposit Required.** Unless otherwise approved by the Township, in its sole discretion, a damage deposit is required as set out in the Terms and Conditions.

5. Pre-Rental Period

- 5.1 **Proof of Insurance, License etc.** As set out in the Terms and Conditions, the Licensee must provide certain documents to the Township at least one week prior to the first Rental Date. Licensees should reference the current requirements in the Terms and Conditions. As of the date of this policy:
- (a) The Licensee must obtain and provide to the Township proof of commercial general liability insurance in the amount of at least two-million dollars (\$2,000,000) for every rental. Such insurance must list additional insureds as "The Corporation of the Township of Langley and its elected and appointed officials, officers, employees, agents and volunteers", cover the entire term of the rental, and include the address of the Rented Facility as a location covered under the insurance.
 - (b) The Licensee must obtain and provide to the Township a copy of all provincial liquor licenses for every rental where alcohol will be consumed, served or sold.
 - (c) The Licensee must obtain and provide to the Township a copy of a Township business license for every rental where products, services or merchandise will be sold.
- 5.2 **Display Rental.** As set out in the Terms and Conditions, if a Licensee wishes to use and access to video display systems, scoreboards, and timers at the Facilities, including but not limited to the video display board at McLeod Athletic Park, an additional fee or agreement with a third party operator and/or service provider may be required.
- 5.3 **Signage.** As set out in the Terms and Conditions, the Licensee cannot post signage or advertisements inside or outside the Facility without the Township's prior written approval. Where the event booking has a political or religious nature, no handout, flyers or posters advertising the event, organization or its members may be distributed or posted at the Facility.

6. During the Rental

- 6.1 **Compliance Required.** Requirements that must be met by the Licensee during the Rental Period, including but not limited to compliance with all applicable laws, bylaws, rules, policies, requirements and directions from staff, are set out in the Facility Rental Contract and the Terms and Conditions.
- 6.2 **Non-Compliance.** As set out in the Terms and Conditions, if the Licensee breaches any of the terms or conditions of the Facility Rental Contract, the Township may refuse to enter into a further or future Facility Rental Contract with that Licensee, or any entity controlled by or related to that Licensee.

SCHEDULE A

TERMS AND CONDITIONS

By signing the Facility Rental Contract and renting a facility owned or operated by Township of Langley ("Township"), including the Township's community centres, community arenas, parks, Civic Facility, or Langley Centennial Museum (individually, the "Facility"), you are agreeing to these terms and conditions. Please read them fully and carefully.

1. ***Terms and Conditions Form Part of Contract.*** These terms and conditions apply and form part of the Facility Rental Contract entered into between the person or persons who are named on the Facility Rental Contract ("Licensee") and the Township with respect to the rental of the Township owned or operated facility, or portion thereof, indicated on the Facility Rental Contract ("Rented Facility") on the date or dates ("Rental Date") and during the time or times ("Rental Period") indicated on the Facility Rental Contract. To the extent of any inconsistencies between the Facility Rental Contract and these terms and conditions, the Facility Rental Contract will prevail.

2. ***Compliance.*** The Licensee and the Licensee's officers, directors, employees, servants, agents, contractors, volunteers and guests must abide by all terms and conditions in the Facility Rental Contract. The Licensee must comply, and must ensure that all persons using the Facility comply, with all applicable laws, bylaws, rules, policies, requirements, and directions from Township staff.

3. ***Payment.*** Unless otherwise expressly indicated in the Facility Rental Contract, the Licensee must pay all applicable fees, as determined by the Township, in its sole discretion (the "Fee"), to the Township at least two weeks prior to the first Rental Date. If another due date is set out in the Facility Rental Contract, the Licensee must pay the Fee to the Township by the indicated due date. **If full payment of the Fee is not received by the due date, the Township may cancel the Licensee's rental of the Rental Facility.**

4. ***Cancellation or Amendment by the Township.*** **The Township reserves the right and privilege to, at its sole discretion, amend or cancel the Facility Rental Contract at any time, before or after a Facility Rental Contract has been completed, and for any reason,** including but not limited to, a misrepresentation by the Licensee, or if such rental could lead to a protest or similar civil disruption resulting in safety or security concerns for attendees or Township staff, or potential damage to Township or other property. If the Facility Rental Contract is cancelled by the Township, through no fault of the Licensee, the Licensee will receive a full refund of any Fees paid, but the Licensee will have no other recourse or claim against the Township arising from the Facility Rental Contract or the cancellation thereof.

5. ***Cancellation by the Licensee.*** The Licensee may cancel the Facility Rental Contract at any time by providing written notice to the Township. If the Township receives written notice of cancellation from the Licensee at least 14 days prior to the first Rental Date, the Licensee will receive a full credit or refund of any amounts paid to the Township, less an administrative fee of \$50. **No refund will be issued to the Licensee if no written notice of cancellation is received or if written notice of cancellation is received by the Township less than 14 days prior to the first Rental Date.**

6. ***Damage Deposit Required.*** Unless otherwise expressly indicated in the Facility Rental Contract, damage deposits are required on all rentals with a Fee exceeding \$100, and are equal to 50% of the Fee. The Licensee must pay damage deposits at the time that the Facility Rental Contract is signed.

7. ***Deductions from Damage Deposit.*** At the Township's sole discretion, the Township may deduct from the damage deposit any additional costs incurred by the Township arising in any way out of or connected with the Licensee's rental of the Rented Facility, including but not limited to, the cost of: any additional maintenance required to handle insufficient cleaning or debris left in the Facility, repair or replacement for any damage to the Facility or equipment, excessive noise or false alarms, or additional usage of the Facility where the rental exceeds the approved Rental Period.

8. ***Return of Damage Deposit.*** After all applicable deductions, if any, have been made, the remaining amount of the damage deposit, if any, will be refunded by the Township to the Licensee after the last Rental Date.

9. ***Property Damage.*** The Licensee is personally responsible and liable for all damage, whether accidental or deliberate, incurred to the Facility or to the Township's equipment or other property arising in any way out of or connected with the Licensee's rental of the Rented Facility. If the repair or replacement cost incurred by the Township for such property damage exceeds the amount of the available damage deposit, or where no damage deposit was paid, the Licensee must pay to the Township all outstanding costs.

10. ***Liability.*** The Township is not responsible for lost or stolen items or property. The Township is not responsible for any death, injury, loss or damage to any person or property arising in any way out of or connected with the Licensee's rental of the Rented Facility.

11. ***Indemnity.*** **The Licensee must indemnify and hold harmless the Township and its elected and appointed officials, officers, employees, agents and volunteers from any and all loss, liability, actions, claims, demands, proceedings, suits, damage or expense of any kind or nature (including but not limiting the generality of the foregoing, in respect of death, injury, loss or damage to any person or property) arising in any way out of or connected with the Licensee's rental of the Rented Facility.**

12. ***Insurance.*** Unless otherwise expressly indicated in the Facility Rental Contract, the Licensee must provide and maintain commercial general liability insurance in the amount of at least two-million dollars (\$2,000,000). Such insurance must list additional insureds as "The Corporation of the Township of Langley and its elected and appointed officials, officers, employees, agents and volunteers", cover the entire term of the rental, and include the address of the Rented Facility as a location covered under the insurance. The Licensee must provide proof of insurance to the Township at least one week prior to the first Rental Date.

13. ***Alcohol.*** **The consumption, service and/or sale of alcohol is not permitted in the Township's Facilities, including in all Township parks, except under and in accordance with a valid liquor license.** The Licensee is solely responsible for obtaining a liquor license and ensuring that all liquor licensing requirements are met. The Licensee must not permit or allow alcohol to be consumed, served or sold unless all liquor licensing requirements are met. The Licensee must provide a copy of all applicable liquor licenses to the Township at least a week prior to the Rental Date and must post the liquor licenses in a visible area where the alcohol is being served during the entire Rental Period. The Licensee must also obtain prior RCMP approval for the use of alcohol in any Township parks.

Licensee Initials: _____

14. **Business License.** The sale of products, services or merchandise is not permitted except in accordance with a valid business license. The Licensee must provide a copy of the business license to the Township at least a week prior to the Rental Date.

15. **Inspection. Before making any use of the Rented Facility, the Licensee must inspect, or arrange for the inspection of, the Rented Facility, to determine whether it is suitable, fit and safe, for the Licensee's intended use.** If the Rented Facility is a sportsfield, which includes ball outfields, the Licensee must also inspect, or cause sportsfield users to inspect, the Rented Facility prior to the beginning of each scheduled practice or game to ensure the sportsfield is suitable, fit and safe, for the Licensee's intended use. If the Rented Facility includes a ball infield, the Licensee must inspect, or cause ball field users to inspect, the ball infield at the beginning of each inning to ensure the infield is suitable, fit and safe, for the Licensee's intended use. **The Township is not responsible for ensuring that the Rented Facility is suitable, fit and safe for the Licensee's intended use.**

16. **Conduct.** While at the Facility, the Licensee and all of its officers, directors employees, servants, agents, contractors, volunteers and guests must behave in a safe and appropriate manner and treat all Facility users with respect, courtesy, fairness and equality.

17. **Adult Supervision.** The Licensee, or the Licensee's authorized agent if the Licensee is not an individual, must be 19 years of age or older and must remain in attendance at Rented Facility on the Rental Date and for the duration of the Rental Period. **The Licensee must ensure reasonable adult supervision is provided at all times during the Rental Period.**

18. **Emergencies.** The Licensee must report emergencies, accidents, or spills to the Township immediately.

19. **Noise.** The Licensee must not make or allow loud noise, including but not limited to the playing of loud music, during the Rental Period if it will conflict with other uses of the Facility, or otherwise disturb others.

20. **Politics & Religion.** Event bookings with a political or religious nature must be held as a private function only. No handout, flyers or posters advertising the event, organization or its members may be distributed or posted at the Facility. The Licensee must not "recruit", or permit others to "recruit", in public areas of the Facility.

21. **Smoking Prohibited.** Smoking is not permitted anywhere on property owned or operated by the Township, including at the Facility.

22. **Photography.** Except as may otherwise be agreed in writing between the Township and the Licensee, the Township has exclusive rights to photography, radio, television, and recordings with respect to the use of the Facility.

23. **Decorations and Signage.** The Licensee must not, and must not allow any person to, construct, erect, or attach any fixture or service whatsoever to any part of the Facility without the prior written consent of the Township. Signage or advertisements cannot be placed inside or outside of the Facility. The throwing of rice, confetti, or any other object, inside or outside of the Facility, is not permitted. Nails, tape, pins, glue, wax, powder or sand cannot be applied to the walls, floors, windows, or ceilings of the Facility. The use of candles is not permitted at the Facility.

24. **Clean-up.** The Licensee must ensure the Rented Facility, including fields and surrounding areas (as applicable), is left in a neat and clean condition, including but not limited to the removal of

all personal equipment and personal belongings from the Rented Facility, the proper disposal of all garbage and recycling from the Rented Facility, and if applicable, the closing and locking of all Rented Facility doors and windows. Failure to do an adequate clean-up will result in charges to the Licensee for this service, in an amount determined by the Township, in its sole discretion.

25. **Non Transferable.** The Facility Rental Contract is not transferable.

26. **No Assignment or Admission Fee.** The Licensee must not assign, sublet, or apportion the whole or any part of the Facility and must not charge fees, for admission or otherwise, without the prior written consent of the Township.

27. **Concessions.** The Township retains the sole and exclusive right to operate or sublet all concessions in or at the Facility.

28. **Display Rental Not Included.** Unless otherwise expressly indicated in the Facility Rental Contract, the use and access to video display systems, scoreboards, and timers at the Facilities, including but not limited to the video display board at McLeod Athletic Park, are not included in the Facility Rental Contract or the Fee. An additional fee, in an amount determined by the Township in its sole discretion, and/or agreement with a third party operator and/or service provider may be required in order to use such items.

29. **Closed Fields.** The Licensee must not play, or allow any other person to play, on a field that is officially closed. Any Licensee found to have played, or to have allowed play, on a field that is officially closed may forfeit the right to use the Facilities for the remainder of the season, at the Township's sole discretion. For updated field closures and conditions please go to www.tol.ca.

30. **Binding Effect.** By signing the Facility Rental Contract, the Licensee represents and declares that the Licensee has had the opportunity to read these terms and conditions and has obtained, or has had the opportunity to obtain legal advice concerning the content and legal effect of these terms and conditions and that the Licensee is legally competent to enter into the Facility Rental Contract.

31. **Law and Jurisdiction.** The Facility Rental Contract is governed by and construed solely in accordance with the laws of British Columbia. Any disputes arising out of or in connection with the Facility Rental Contract must be submitted to and are subject to the exclusive jurisdiction of the courts of British Columbia.

If the Licensee breaches any of the terms or conditions of the Facility Rental Contract, the Township may refuse to enter into a further or future Facility Rental Contract with that Licensee, or any entity controlled by or related to that Licensee. A Facility Rental Contract is considered valid only once all signatures and initials have been received indicating acceptance of all terms and conditions.

Any personal information that is collected on this form will be managed in accordance with the Freedom of Information and Protection of Privacy Act. If you have any questions or concerns regarding the collection, use, disclosure or safe-guarding of personal information associated with this form, please direct enquiries to the Freedom of Information and Protection of Privacy Coordinator, Legislative Services, Township of Langley, 20338 – 65 Ave, Langley BC V2Y 3J1 or phone 604.533.6004.

Licensee Initials: _____