

# Village of Silverton Policy Manual

**Section: Facilities**

**Facility Use Policy**

**Policy Number: F-7-2016**

**Resolution No.: 093/2016**

**Effective Date: September 13, 2016**

**Revision Date:**

## **GENERAL STATEMENT**

The Village of Silverton has facilities that are available for use on a rental basis for meetings and events. The Village's goal is to make the facilities available to community groups, organizations and individuals, however, all bookings must be made in advance and are subject to the terms and conditions outlined in this policy and in the Community Facility Rental Agreement, which is attached to and forms part of this policy.

## **POLICY:**

This policy intends to ensure the responsible use of the Village of Silverton Memorial Hall and Fire Hall as public facilities for private and public functions.

## **PURPOSE:**

It is the purpose of this Policy to establish guidelines for the general use of the facility.

This policy will be used to:

- Ensure that only authorized user groups have access to and use of the designated facility;
- Establish consistent, fair and equitable procedures for the rental and use of the designated facility;
- Provide consistent guidelines and procedures to be followed for Village staff and all individuals and user groups to ensure sustainable and efficient administration and management of the facility.

## **DEFINITIONS:**

**Agreement Holder** means the signatory on the Community Facility Rental Agreement

**Casual User** is an occasional renter / user that does not use a regularly scheduled time slot through a season.

**Commercial Organization** is an organization which operates on a for-profit basis.

**Community Event** means rental of time to community groups for non-profit community activities.

**Long term user group** means an organization or group that uses the Facilities on a regular basis, whether for the purpose of regularly scheduled events, or storage.

**Facility** refers to the Village of Silverton Memorial Hall located at 547 Lake Avenue, Silverton Fire Hall located at 410 Hume Street.

**Non-Profit Organization** is a group of individuals joined together on a non-profit basis or a non-profit organization incorporated under the Society Act of BC. To be eligible for the Non-Profit rate, the following conditions must apply:

- Membership of the group is open and available to any Village of Silverton resident;
- The purposes and practices of the group are not contrary to the BC Human Rights Act or the group is not involved in the promotion of unlawful activities;
- The purpose of the group will enrich the community;
- Must have exclusive control of the booked time and be able to directly pay the rental fees;
- Must be legally responsible and liable for all activities related to the event;
- Must direct any net profit from the event to the purposes of the non-profit organization;
- May employ or contract others on a “fee for service” for the delivery of the event.

**User Group** means any group or individual who uses the facilities for a private or public function.

**Youth** means any function oriented and intended for persons under the age of eighteen years of age.

**Bookings:**

1. Village business shall take priority over all other bookings.
2. All groups, organizations or individuals wishing to book a facility must complete a Rental Agreement.
3. All users must adhere to the Terms and Conditions of the Rental Agreement.

**Damage Deposit:**

1. A \$150.00 refundable damage/clean up deposit is required for all Facility bookings and must be received before the booking will be confirmed.
2. Should an unsatisfactory condition be discovered during the inspection, the renter will be given the opportunity to immediately rectify the condition, or alteration, pay the cost to have the repair work completed to the satisfaction of the Village.
3. Local organizations and not-for-profit groups may apply, in writing to the CAO, to have the damage deposit waived.

**Cancellations:**

1. Cancellations will be accepted up to seven days in advance of the scheduled event, however, a \$25.00 administrative fee will be charged and deducted from the deposit amount.
2. Cancellations after the seven day timeframe will result in the Village retaining the full deposit of \$150.00, any rental fees paid in addition to the deposit will be refunded.

## **Facility Rental Agreement – Terms and Conditions**

The Village of Silverton Facilities are available for use on a rental basis for meetings, events and functions. The Village's goal is to make the facilities available to community groups and organizations, however all bookings need to be made in advance. Village business will take priority over all bookings. The individual or organization renting the facility is responsible for set-up, clean-up and ensuring the premises are properly secured.

### **A. Renters Responsibility**

1. The renter shall:
  - Provide a refundable damage deposit in the amount of \$150.00 prior to be provided with a key;
  - Pay the full cost of rental fourteen (14) days in advance of the rental date;
  - Pay the Village, on demand, the total cost of any damage to the premises or extra charges resulting from the use of the premises by the renter or any person permitted by the renter to enter the premises;
  - Not construct, erect or attach any fixture to the floor, ceiling or walls of the premises or alter the premises in any way whatsoever without first obtaining the written consent of the Village and, if such consent is obtained, then the work shall be done only in strict accordance with such consent;
  - Maintain the premises in a neat and tidy condition;
  - Remove all goods and chattels of the renter on or before the termination of the Agreement;
  - During the period of occupancy, ensure that all persons using the premises do so in an orderly manner and do not breach any law, regulation, bylaw or rule;
  - Release the Village from any responsibility or liability whatsoever that might arise out of the Village failing to provide the premises or any services to the premises under the terms of this Agreement;
  - Adhere to the BC Liquor Control and Licensing Act and provide proof of approvals and/or certificates from other agencies such as: Serving it Right Certificate; Food Safe Certificate and Special Occasion License will be required.
  - Comply with all applicable regulations respecting fire safety and other matters, and shall be responsible for the conduct of all persons on the premises during the period covered by the Facility Rental Agreement.
  - Be responsible for their own insurance.
  
2. The renter agrees to notify the Village of any condition that may render the premises or equipment unsafe for use, and if the Village has insufficient funds to correct the condition, then the Village has the right to cancel the use of the premises until such time as funds are available for the cost of correcting the condition.

**B. Set-Up and Clean-Up**

- The renter is responsible for setting up of tables and chairs and returning all items to their designated area.
- All kitchen garbage shall be bagged and removed to the bin provided outside of the facility.
- All dishes and utensils shall be washed, dried and placed in assigned storage cupboards. (any broken or lost items must be reported to the Village and shall be replaced at the cost of the renter.)
- All liquor and food shall be removed from the facility at conclusion of function.

**C. Security**

- Keys to the facility will be assigned and instructions provided on how to pick up the keys.
- Keys are to be returned to the designated lock box no later than the next day after the scheduled event under the Facility Rental Agreement.
- The person picking up the key will be responsible for the care and control of the key as well as the security of the facility.
- Doors and windows must be secured upon leaving the premises.

**D. Capacity and Parking**

- The Occupancy Load for the Memorial Hall is 203 people.
- The Occupancy Load for the Fire Hall is 18 people.
- Parking is provided adjacent to the facilities.

**E. Smoking & Open Flame**

- Smoking is prohibited in the facility and within 3 meters of the entrance to the facility.
- Candles or any type of open flame are prohibited in the facility.