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<b>Practices &amp; Procedures</b>			
<b>Subject:</b>	Facility Rental Policy		
<b>Document owner:</b>	Rental Committee		
<b>Last updated:</b>	March 9, 2023	<b>Created by:</b>	

## Summary

The purpose of this document is to outline the Trout Lake (Vancouver) Community Centre Association's approach to offering a facility rental service at Trout Lake Community Centre. It includes:

- Space allocation priorities
- Rental service exceptions
- Reservations
- Agreements
- Deposit fees, charges and payment
- Gymnasium use
- Kitchen use
- Renter responsibilities

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# 1 Scope

Trout Lake Vancouver Community Centre Association, in accordance with its Joint Operating Agreement (JOA) with the Vancouver Board of Parks and Recreation, is responsible for allocating the use of Jointly Operated Facilities for the purpose of providing programming and services.

## 1.1 Location — Trout Lake Community Centre's Rooms

The JOA sets out that the Association will administer room rental services in the Jointly Operated Facilities, which are the Trout Lake Community Centre's rooms and Gymnasium and do not include the Centre's common spaces, the Fitness Centre, nor the Ice Rink.

## 1.2 Time-period of Rentals — Short-term

This policy and related procedures apply uniquely to short-term facility use. In accordance with the JOA, any long-term agreement (for periods of one year or greater) for use of space in the Jointly Operated Facilities must be approved in writing and in advance by the Park Board. Any long-term agreements approved will be noted in Appendix C of the TLVCCA/Park Board JOA, as it is updated from time to time.

## 1.3 Policy Application

It is principally the duty of the Rental Coordinator and Rental Supervisors to apply this policy and related procedures.

The Centre's front desk staff will support the facility rentals service by dispensing information about room availability and rental rates, accepting payments and other related rentals inquiries to customers by phone or in person.

# 2 Policy Statements

## 2.1 Space Allocation by Priority

The Park Board and Community Centre Association will allocate space within the Community Centre based on the following hierarchy of priorities:

1. Association offered programming and services
2. Park Board & Community Centre Association sponsored activities and events

3. Non-profit community organizations providing physical, recreational, cultural, educational, capacity building or social activities
4. Affiliated Groups
5. Facility rentals
6. Casual room use (day-of usage)

## **2.2 Rental Service Exceptions**

There are certain situations for which Trout Lake Community Centre Association cannot provide rental services. However, some of those have exceptions, which are also outlined here.

### **2.2.1 No Competing Programs and Services**

Facilities will not be rented to any persons or organizations that directly compete (same activity and target age group) with the programs and services we offer through our programming.

However, exceptions may be made for one-time workshops or events that are similar in nature, subject to approval by the Recreation Programmer and/or TLVCCA's Board of Directors.

### **2.2.2 No For-fee or Sales Events**

Trout Lake can ONLY host private events that do NOT intend to generate revenue or charge for admission. No monetary transactions can take place either onsite or through a ticket service provider.

This prohibition includes workshop/seminars for which attendees pay fees to cover a facilitator/speaker.

### **2.2.3 No Fundraising Events**

### **2.2.4 No Longer-term Room Rentals**

As specified in 1.2 above, long-term room rentals of a year or more are not permitted. However, Gymnasium rentals on a single Rental Agreement that does not exceed the current season (usually 3-4 months) may be approved by the Recreation Programmer.

### 2.2.5 Casual Room Use

- Casual use of rooms at the community centre are not subject to Rental Agreements.
- When staff capacity allows it, Casual Room Use is available on a first-come first-served basis on the day of and only if the space is not being utilized by an activity or event.
- A room that is available can be reserved for a flat fee for the first hour and then the regular room charge for any subsequent hours.

[See related Practice and Procedure – Casual Room Use.]

## 2.3 Rental Reservation Requests

Trout Lake accepts bookings for:

- **Small rentals** — up to three months in advance, if within the current programming season (i.e., Winter, Spring, etc.).
- **Large rental reservations** — (for occasions such as weddings, ceremonies, bridal showers, etc.) may be accommodated for up to one year in advance. Advance booking for larger events should be made with the Rental Coordinator.

A Reservation Request:

- Will be rejected if it conflicts with any of the priority space uses (see section 2.1 Space Allocation by Priority above)
- Will be held for a maximum of 7 days
- Does not guarantee the booking — the requester must contact the Rental Coordinator within 7 days to confirm the Reservation Request, make a deposit, and be issued a Rental Agreement

## 2.4 Rental Agreements

A Rental Agreement is issued for any:

- activity that will take place in any rental space within the community centre building; and
- is not an activity or event sponsored by the Park Board or City of Vancouver; and
- does not extend past 2:00 a.m.

All Rental Agreements must be completed and signed 30 days prior to the scheduled event.\*

\*Exceptionally, rental agreements issued later than 30 days prior to the requested date may be considered. However, these must be paid in full and are not eligible for refund if cancelled, (see 2.5).

## 2.5 Cancellations

Cancellation requests must be:

- received in writing or by email to [troutlakerental@vancouver.ca](mailto:troutlakerental@vancouver.ca); and
- be made with a minimum of thirty (30) days' notice to receive a refund of fees paid.

Cancellation requests received less than thirty (30) days' notice are not eligible for a refund.

## 2.6 Deposit Fee

A Deposit Fee is:

- of an amount dependent on which room is reserved; and
- will be used to cover the cost of any damages and/or any additional fees incurred during the course of the event for which the room was rented.

### 2.6.1 Payment of a Deposit Fee

- is required upon acceptance of the room reservation; and
- can be made via MasterCard, Visa, Amex, debit card or cash.

### 2.6.2 Refund of Deposit

Deposits will be refunded:

- less any outstanding charges (see 2.7.2 below)
- within thirty (30) days following the end of the rental

## 2.7 Payment Schedule

### 2.7.1 Full Payment

30 days prior to the rental date, all outstanding fees and charges are due or the rental client forfeits the space. As noted in 2.5, payment is non-refundable after this date.

## 2.7.2 Post Event

Any additional cost of the rental service (e.g., staffing charges due to renter's failure to complete tear down/clean up and vacate on time) will be calculated immediately following the event date and submitted to the rental group. These costs must be paid one (1) week after respective booking.

## 2.8 Fees and Charges

- Trout Lake's fees and charges are determined by administrative staff and approved by the Trout Lake Vancouver Community Centre Association Board of Directors.
- Fees and charges are subject to change at any time.
- Reductions in charges may only be approved by the Recreation Programmer or Recreation Supervisor.
- Charges and fees are set out in a pricing matrix that is provided to interested parties and via the Trout Lake website.

### 2.8.1 Room Charges

The room rental rate varies by room and can be impacted by other factors. Upon receiving details about the event, staff provide interested parties with pricing.

### 2.8.2 Staffing Charges

- Staff must be present in the facility at all times while a rental group is in the building to monitor activities and, if necessary, ensure that emergency procedures are followed.
- Events with less than 100 attendees need one (1) Rental Supervisor present.
- Events exceeding 100 participants are required to have at least two (2) Rental Supervisors.
- For rentals outside of regular operating hours or in special circumstances, the number of staff is dependent on the activity, scope and size of the rental.
- Staffing charges are per hour for each Rental Supervisor.
- The staffing charge is always a minimum of 2 hours regardless of duration of event.

- Rental groups that run past their scheduled time slots may be charged an additional staffing charge per Rental Supervisor and additional rental fee.

### 2.8.3 Equipment Fees

- The rental rate includes access to the equipment featured within the rented space.
- However, there are additional fees for particular moveable equipment such as certain tables and electronic equipment.
- Equipment fee details can be found in the procedures.

### 2.8.4 SOCAN Music Royalty Fee

- A Society of Composers, Authors and Music Publishers of Canada (SOCAN) music royalty fee applies for rentals with music and/or dancing, which is dependent on rental group size and activity.
- These fees are collected and remitted by Trout Lake Community Centre on the rental client's behalf.

## 2.9 Gymnasium

- Gymnasium rentals are for approved sports activity only. NO floor hockey rentals are permitted.
- Rental of the Full Gymnasium is available only during non-operational time and must include a Rental Supervisor.

### 2.9.1 Gymnasium Equipment

- Equipment to be provided to gym rentals are standard equipment only such as basketball, volleyball, badminton, pickleball and soccer nets, etc.
- However hockey sticks and dodgeball are NOT to be used as they belong to the Youth Council.
- Renters are NOT allowed to use the internal sound system; they may instead use the portable stereo system.
- Scoreboard use is permitted for a fee (see pricing matrix).

## 2.9.2 Liability Insurance Required

All gym rentals are required to have liability insurance.

(Staff should see Procedures document for Gymnasium Special Notes).

## 2.10 Use of Kitchen and Food Handling

Trout Lake's Community Kitchen can be booked for an additional flat fee by those renting the Grandview Room.

Groups renting rooms other than Grandview may store items in the fridge/freezer IF there is room and the space not in use by other programs.

- Use of the Kitchen is for warming and serving food ONLY. No cooking is allowed.
- The sanitizer is NOT to be used by any private rentals.
- Rental groups must supply their own kitchen supplies, dishes, cutlery, etc. The Community Kitchen supplies are for TLCC programs only.
- All food/beverages on site must be handled in accordance with FoodSafe procedures. Should food/beverages be handled in an unsanitary manner, any further food preparation or service may be halted.
- Clients must remove all catering materials from Trout Lake Community Centre within the client's scheduled rental timeframe.
- If the Kitchen is deemed unclean by staff post event, additional costs may apply and be deducted from the client's deposit.

## 2.11 Renter Responsibilities

A rental clients' full list of obligations is set out in a waiver that is signed with the Rental Agreement. Clients are also provided with the Park Board terms set out in section 2.11.7.

### 2.11.1 Set Up

- It is the responsibility of the renter to look after all set up.
- If a caterer or other supplier will be taking care of any set up, a renter must inform the Trout Lake Rentals Department.

### 2.11.2 Post Event Take Down and Clean Up

- The room must be cleaned up and vacated no later than the end time noted on the Rental Agreement.

- For late evening events, the rental group and all associated party members (including caterers) MUST be off the premises by 2:00 a.m.
- Rental groups that run past their scheduled time slots may be charged an additional room use and/or staffing charge per Rental Supervisor.
- Take down/clean up includes:
  - the rental group re-stacking chairs and folding tables
  - cleaning of the space (for those rentals accessing the Community Kitchen, cleaning includes wiping down all surfaces, and the sink)
  - leaving common areas (washrooms, corridors) as found
  - removal of all garbage to the containers outside of the building
- Clients must remove all personal items from the Trout Lake Community Centre within the client's scheduled rental timeframe.
- Should any small personal items be missed or forgotten, renters must return to pick them up within 7 days of the event or they may be disposed of.
- Overnight storage of equipment or items is not permitted.
- A renter who fails to properly complete take-down/clean-up may have a portion or all of their damage deposit retained.

### 2.11.3 Insurance

- It is mandatory that clients renting space for certain types of events, including weddings, purchase liability insurance.
- It is the renter's responsibility to purchase this insurance.
- A Commercial or Comprehensive General Liability insurance certificate must include the City of Vancouver, Vancouver Board of Parks and Recreation and Vancouver Police Board as additional insureds.
- Minimum liabilities of either \$2 million or \$5 million will be required. Limits vary depending on the risks specific to the rental request.
- Staff can assist rental clients by providing referral information to the appropriate insurance provider/s.

- Certain special situations (e.g., rentals that include specific types of third-party entertainment/animation activities) have specific requirements, for which staff have guidelines that they will convey to rental clients.
- At least 1 week prior to the event, a Certificate of Insurance must be submitted by the renter to Trout Lake or a Rental Agreement may be revoked with no refund.

#### **2.11.4 Alcohol License and Serving It Right Certified Server**

- In order to serve alcohol, the rental group must receive approval and obtain a liquor license which indicates the time and date of event and the name of the space booked.
- Alcohol is not permitted outside the rental space identified on the liquor license. Failure to comply will result in loss of rental privileges.
- One copy of the liquor license must be submitted to the Centre one (1) week before the rental group's respective event.
- In addition, a second copy of the liquor licence must be provided by the rental group and must be posted in the serving area. Failure to do so may result in the loss of liquor privileges.
- In order to serve alcohol, an individual with a valid "Serving it Right" certificate must be present at all times. A photocopy of this certification is required to be submitted one (1) week prior to the event.
- Liquor service must stop thirty (30) minutes before the end of the scheduled event time, the latest is 12:00 a.m.
- For events serving alcohol, two (2) Rental Supervisors are automatically hired. One staff member must be aged 19 years or older.

#### **2.11.5 Fire Safety**

- Emergency exits must remain easily accessible and require a distance of four (4) feet between set up and respective exit. Absolutely no obstruction is permitted even if it is temporary.
- No gas or propane equipment/fixtures may be used inside the facility. Any such material used outside of the facility must be approved by the Canadian Standards Association (CSA)

- No fire elements (candles/torches/butane burners/pyrotechnics) are permitted unless approved beforehand by the Rental Coordinator.
- Orientation regarding fire safety must be completed and signed by the renter on or before the day of the event. The Rental Supervisor will provide a checklist to the renter.

#### **2.11.6 Noise and Amplified Sound**

- The City of Vancouver noise bylaw must be adhered to at all times. Amplified music cannot exceed 70 decibels before and 65 decibels after 10:00 p.m.

#### **2.11.7 Agreement to Park Board Terms and Conditions**

All facility rental customers must agree to and abide by the conditions listed below (these Park Board policies are attached to every Rental Agreement):

“The Vancouver Park Board hereby grants the rental group and/or representative permission to use the facilities outlined, subject to the guidelines, terms and conditions of this agreement contained herein and attached hereto all of which form part of this agreement.

“In consideration of this contract, the rental group and/or representatives on behalf of the rental group agrees:

- To comply and to cause those using the facilities under this permit to comply with all of the guidelines, terms and conditions of this contract;
- To inspect the premises and facilities covered by this contract prior to any use by the rental group to ensure that the facilities are suitable for the rental group’s intended use;
- Park Board premises and facilities are accepted “as is” and are used entirely at the rental groups own risk;
- No monetary transactions can take place either onsite or through a ticket service provider;
- Accepting this contract from the Park Board constitutes an acknowledgement by the rental group and/or representative that he/she has read and understands the conditions and undertakings contained herein and further that he/she has the authority to represent and bind the licensee on all matters pertaining to this agreement;

- Users must comply with all applicable by-laws and Federal and Provincial legislation, including the British Columbia Human Rights Code which prohibits discriminatory conduct including conduct that would expose persons or groups to hatred or contempt;
- The Vancouver Park Board reserves the right to cancel an activity for any reason and shall not be responsible for any associated costs or damages.”

### 3 Related Policies and Procedures

- Facility Rental Procedures
- Casual Room Use Policy
- Code of Conduct
- Program Benefits for Association Directors and Other Recognized Persons Involved with the Association

### 4 Revision Schedule

This policy shall be reviewed at the end of its first active year, and subsequently reviewed at minimum every four years or as required by an Association resolution. Document owners will be responsible for managing the document revision cycle. All document revisions will be presented to the Association for approval by motion and amendments will be stored in the following table.

**Table 1: Facility Rental Policies amendment history**

Version	Date	Comments
1.0	2018	
2.0	2019-06-26	Certain fees adjusted & approved by Board
3.0	2021	Reorganized and amended by Sr. Board Administrator with input from CRS and Rental Coordinator
3.0	Spring 2023	Reviewed by a policy task force of directors/staff
3.0	March 22, 2023	Board Approval of reorganization & amendments