

Bill No. 238
2013

By-law No. A.- _____

A by-law to approve and adopt the standard form for Facility Rental Contracts; and to authorize the Managing Director, Parks and Recreation to insert information and execute contracts which employ this form.

WHEREAS subsection 5(3) of the *Municipal Act, 2001*, S.O. 2001, c. 25, as amended, provides that a municipal power shall be exercised by by-law;

AND WHEREAS section 9 of the *Municipal Act, 2001* provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

AND WHEREAS section 10 of the *Municipal Act, 2001* provides that the City may provide any service or thing that the City considers necessary or desirable for the public, and may pass by-laws respecting same, and respecting economic, social and environmental well-being of the City, and the health, safety and well-being of persons;

NOW THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

1. The standard form Facility Rental Contract to be entered into between The Corporation of the City of London and individuals or corporations requesting to use a recreational facility in the care and control of the City of London, attached as Schedule "A" to this by-law, is approved and adopted as the standard form for all such contracts.

2. The Managing Director, Parks and Recreation, or written designate, is authorized to:

(1) insert the following information into the standard form contract approved in section 1 above:

- (a) contract number;
- (b) date;
- (c) purpose of use;
- (d) conditions of use as set out in Schedule "B" to this by-law, or as determined by the Managing Director, Parks and Recreation;
- (e) date and time of use;
- (f) fees, charges, deposits and taxes;
- (g) payment type; and,

(2) execute the contract approved under section 1 above.

3. By-law No. A.-6235-245 entitled "A by-law to approve and adopt the standard form for Facility Rental Contracts; and to authorize the Managing Director of Parks and Recreation to insert information and execute contracts which employ this form", and its amendments, are hereby repealed.

4. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council on June 11, 2013.

Joe Fontana
Mayor

Catharine Saunders
City Clerk

SCHEDULE "B"

SPECIAL CONDITIONS

Aquatics Birthday Packages

The Licensee understands and agrees that:

1. All children aged 7 and under must be accompanied by a parent or guardian who is responsible for their direct supervision; designated guardians must be at least 12 years of age and no guardian may be responsible for more than 2 children.
2. Children aged 7 to 10 who are strong swimmers must be able to demonstrate comfort in the water and demonstrate the ability to pass the Aquatic Services Unit Swim Test. This test consists of a 25 metre swim completed comfortably by the swimmer without putting their feet on the bottom.
3. Children aged 7 - 10 who are non-swimmers must be accompanied by a parent or guardian who is at least 12 years of age and responsible for their direct supervision. Direct Supervision is defined as being able to render immediate assistance.
4. Appropriate bathing attire is required - cut off shorts, jean shorts, bathing attire with exposed metal or lifejackets/water wings are not permitted.
5. No additional food may be brought into the premises. Additional pizzas may be ordered for children and adults at the Licensee's expense. Party favours/grab bags may be brought to the party and,
6. Small birthday candles are permitted with adult supervision.
7. Birthday parties at South London Pool include two turns on the water slide. Sliders must be 1.05 metres or 42 inches tall for safety reasons. Single sliders only.

Arena Advertising

The Licensee understands and agrees that:

1. All flyers/brochures require prior approval by the Manager Special Events.
2. The contract is firm when signed below and payment received. (NSF cheques will be charged applicable fee as approved by Council, and will be subject to approval for further advertising). No post-dated cheques accepted.
3. Each approved advertiser will be given a numbered advertising space on bulletin board (11" x 17" - poster size maximum) and one brochure rack (8 1/2" x 3 1/2") for the duration of the contract as indicated above. All parties will post their own flyer/brochure in their assigned advertising space only. A notice regarding your contract will be forwarded to each facility. Individual brochure racks are not permitted to be installed.
4. Removal, defacing or tampering with other advertisers will result in the cancellation of your arena advertising contract.
5. Only one advertising company per space. Subletting arena advertising space is prohibited.
6. The City assumes no responsibility for damage or removal of advertisement or brochures or for the level of consumer use at facilities.

Catering

The Licensee understands and agrees that:

1. Only caterers approved by the City are permitted to provide full catering services and that clients may choose any one of these caterers to cater their function. Caterers will make all catering arrangements directly with their customer.
2. The City will bill the caterer (Licensee) on a quarterly basis according to the fee schedule below for all events booked by Licensees (GST excluded) Note: City of London catered events are not exempt from these fees.
 - Commercial Event Catered – Fee as approved by User Fees and Charges By-law
 - Wedding Catered- Fee as approved by User Fees and Charges By-law
 - Social Function Catered - Fee as approved by User Fees and Charges By-law
 - Meeting catered over 50 people - Fee as approved by User Fees and Charges By-law
 - Meeting catered fewer than 50 people- Fee as approved by User Fees and Charges By-law
3. Commercial rates apply to all reservations made by the Licensees on behalf of their client, and 50% of the rental fee is required as a non-refundable deposit.
4. The Licensee is responsible for all set-up and clean-up in all rooms rented; caterers who transfer this work to their client will be responsible if such work is not completed to the satisfaction of the City.
5. All food preparation will take place prior to its being brought to the facility and that tableware will be removed from the location for cleaning.
6. All food service will be in compliance with the Middlesex London Health Unit requirements.

7. Where alcohol is being served, the Licensee agrees to abide by and obey the City's Alcohol Risk Management Policy.
8. The City reserves the right to cancel this Contract at any time if the Licensee fails to adhere to the terms and conditions of the Contract.

Children's Parties

The Licensee understands and agrees that:

1. Rentals of this nature are available only for children 12 years of age and younger and must be supervised by an adult at all times.
2. Licensees are not permitted to alter the facility in any way without prior approval from the facility supervisor; if permission for alteration is granted the Licensee must return the facility to its original condition before the rental period expires,
3. Licensee must receive advance permission from City staff before items are affixed to the walls.
4. They will notify Community Services, Parks and Recreation of the required room set up at least one week prior to the event by calling 519-661-5575
5. Facility rental time includes any time required by the Licensee for additional set up and tear down following the event/activity, and
6. No food, beverages or gum are permitted on the surface. No spitting is permitted inside the facility.

Commercial Rentals

1. It is his/her responsibility to inspect the facility including the playing surface thoroughly prior to use to ensure safe conditions, that it will report all unsafe conditions immediately to the City and not use the facility until the unsafe condition has been rectified. Where surface conditions require additional work, playing time may be reduced, at the sole discretion of the City, by the amount of time necessary to correct the unsafe condition.
2. Rental time includes time required to set up for the Licensee's activity and tear down upon completion.
3. Licensees must not alter the facility in any way without prior approval from the facility supervisor. If permission for alteration is granted the Licensee must return the facility to its original condition before the rental period expires.
4. The City is not responsible for the quality of goods or services sold during commercial rentals.

Film Shoot Location

The Licensee understands and agrees that:

1. He/she shall comply with all of the requirements published in the current City of London Special Events Policy and Procedure Manual and Production Guideline – Filming in London.
2. Rental time includes required to set up the rented area for the Licensee's activity.
3. When a temporary street closure is required the Licensee must submit a petition signed and approved by 66% of:
 - a) The residents on the affected street(s) or block(s); or
 - b) The owners of adjacent properties that will be affected by the temporary street closure.
4. Pedestrian movement (including handicapped accessibility) will not be impeded by any appurtenance placed on the right of way by the Licensee during the street closure, and
5. Adequate access by emergency vehicles (6m width) is required at all times and any appurtenance placed on the road surface must be easily moved to provide clearance if needed.

Food Service

The Licensee understands and agrees that:

The contractor is responsible to ensure the City insurance certificate is current throughout the contract period.

Gymnasium, Playing Surfaces and Sportfield Rentals (indoor and outdoor surfaces e.g. Ball hockey, inline skating, soccer, baseball)

The Licensee understands and agrees that:

1. It is his/her responsibility to inspect the facility including the playing surface thoroughly prior to use to ensure safe conditions, that it will report all unsafe conditions immediately to the City and not use the facility until the unsafe condition has been rectified. Where surface conditions require additional work, playing time may be reduced, at the sole discretion of the City, by the amount of time necessary to correct the unsafe condition.
2. Players are not permitted on the surface without appropriate sport specific-protective equipment.
3. Only proper non marking athletic foot wear is permitted on the playing surface.
4. No food, beverages or gum are permitted on the surface. No spitting is permitted inside the facility.
5. Children not participating in the event will be supervised by a person over the age of 14 who is also not participating in the event.
6. Rental time includes time required to set up for the Licensee's activity and tear down upon completion.
7. Licensees must not alter the facility in any way without prior approval from the facility supervisor. If permission for alteration is granted the Licensee must return the facility to its original condition before the rental period expires.
8. Licensees holding seasonal reservations may cancel up to two (2) dates during each season provided that they notify Parks and Recreation, Customer Services at 519-661-5575 of these cancellations at least 10 days prior to the first date of the contracts. More than two (2) cancellations of a contract may result in a forfeiture of the contracted time.

Hockey, Ringette (spring, summer, winter, pre-season & tournaments)

The Licensee understands and agrees that:

1. It is his/her responsibility to inspect the facility including the ice surface thoroughly prior to use to ensure safe conditions, that it will report all unsafe conditions immediately to the City and not use the facility until the unsafe condition has been rectified. Where surface conditions require additional work, playing time may be reduced, at the sole discretion of the City, by the amount of time necessary to correct the unsafe condition.
2. Players are not permitted on the ice without a helmet.
3. All 1 hour bookings consist of 50 minutes of playing time and 10 minutes to resurface the ice pad.
4. No smoking or use of tobacco in any form is permitted in the Facility. Alcohol is prohibited in all City Arenas unless properly licensed.
5. Licensees holding seasonal reservations may cancel up to two (2) dates during each season provided that they notify Parks and Recreation, Customer Services at 519-661-5575 of these cancellations at least 10 days prior to the first date of the contracts. More than two (2) cancellations of a contract may result in a forfeiture of the contracted time.
6. Once a contract is signed, no cancellations of that contract or any part thereof will be permitted unless the City, in its sole discretion has been successful in selling to an alternate Licensee.
7. A signed copy of the contract must be returned prior to the first booking date. Any additional amendments must be signed and returned immediately.

Lacrosse

The Licensee understands and agrees that:

1. It is his/her responsibility to inspect the facility including the playing surface thoroughly prior to use to ensure safe conditions, that it will report all unsafe conditions immediately to the City and not use the facility until the unsafe condition has been rectified. Where surface conditions require additional work, playing time may be reduced, at the sole discretion of the City, by the amount of time necessary to correct the unsafe condition.
2. Players are not permitted on the surface without a helmet with a face cage.
3. Proper non marking athletic foot wear must be worn at indoor facilities.
4. No food, beverages or gum are permitted on the surface. No spitting is permitted inside the facility.
5. Rental time includes time required to set up for the Licensee's activity and tear down upon completion.
6. Licensees must not alter the facility in any way without prior approval from the facility supervisor. If permission for alteration is granted the Licensee must return the facility to its original condition before the rental period expires.

7. Licensees holding seasonal reservations may cancel up to two (2) dates during each season provided that they notify Parks and Recreation, Customer Services at 519-661-5575 of these cancellations at least 10 days prior to the first date of the contracts. More than two (2) cancellations of a contract may result in a forfeiture of the contracted time.

Meetings Rooms

The Licensee understands and agrees that:

1. Rental time includes time required for Licensee to set room up for and take down following the meeting.
2. No food or beverages are permitted in the conservatory at Civic Garden Complex.

NLOCC Roller Skating

The Licensee understands and agrees that:

1. The Licensee is fully responsible to provide supervision during this rental.
2. A minimum of 2 staff will be on site during the rental, at an additional cost to the Licensee. Should the Licensee request skate cruisers, the City will attempt to supply the staff at extra cost to the Licensee.
3. Roller skates are available for rent at an additional cost and the rental fee is payable upon renting the skates.

Picnic Rentals

The Licensee understands and agrees that:

1. No amplified entertainment is allowed in Springbank Park (i.e. concerts, amplified music, etc.)
2. Alcoholic beverages are not permitted.
3. Parking of vehicles is ONLY permitted in designated parking lots.

PLEASE TAKE A COPY OF YOUR CONTRACT OR RECEIPT WITH YOU to the site you have rented. This will confirm your reservation of the space.

If problems arise on your site after office hours or on weekends call 519-661-2500 ext 4965; ask for your concern to be forwarded to an on-call Parks staff member.

Pool Rentals

The Licensee understands and agrees that:

1. This contract is considered firm when the Licensee signs and returns it to the City,
2. All children aged 7 and under must be accompanied by a parent or guardian who is responsible for their direct supervision; designated guardians must be at least 12 years of age and no guardian may be responsible for more than 2 children.
3. Children aged 7 to 10 who are strong swimmers must be able to demonstrate comfort in the water and demonstrate the ability to pass the Aquatic Services Unit Swim Test. This test consists of a 25 metre swim completed comfortably by the swimmer without putting their feet on the bottom.
4. Children aged 7 - 10 who are non-swimmers must be accompanied by a parent or guardian who is at least 12 years of age and responsible for their direct supervision. Direct Supervision is defined as being able to render immediate assistance.
5. They are responsible for all articles brought onto City property; lockers are available for use at the Licensee's own risk and expense.
6. Cancellations must be received in writing at least two weeks prior to the first date of the event. If a request is received less than two weeks prior to the first date of the booking, the rental fees, staff fees and any other applicable fees may be assessed.

School Pool Rentals

The Licensee understands and agrees that:

1. This contract is considered "firm" when the Licensee confirms the date(s) and time(s) of the rental, signs and returns it. The fax number is on the cover page of this contract. Please read your contract carefully.
2. Cancellations must be received in writing at least two weeks prior to the first date of the event. If a request is received less than two weeks prior to the first date of the booking, the rental fees, staff fees and any other applicable fees may be assessed.
3. Children aged 7 and under must be within arms' reach of an adult at all times when in the pool area. The Licensee is responsible to ensure adequate teacher/parent participation in the pool. A ratio of 1 adult for every 3 children ages 7 and under is recommended. Supervising adults must be in the pool with the children.
4. It is recommended that you do not bring valuables to the pool. Belongings should be locked in lockers which can be shared. Swimmers must bring or rent a lock. The City is not responsible for lost or stolen items.

NOTE: Students generally take less than 5 minutes to change on the way into the pool and 10 minutes on the way out. Please use this as a guideline when planning your trip. Due to existing programs we generally allow students into the change rooms 5 minutes before their swim time begins. Adjustments can be made for younger children or for students with special needs. Please ensure you secure change room supervision. Our staff members are unable to assist in the change rooms unless there is an emergency.

If you have questions about your swim at CHOCC or SLCP please call 519-661-2500 X 7508. For questions regarding swims at CGAC please call 519-661-2500 X 4478.

Showmobile

The Licensee understands and agrees that:

1. The Showmobile is delivered on Friday for weekend rentals and is picked up on Mondays.
2. A signed copy of the contract or any amendment must be returned prior to the first date reserved.
3. Licensees are responsible for inspecting the Showmobile thoroughly prior to use to ensure that it is safe for the use(s) they intended.
4. The Showmobile will not be used if upon inspection it is apparently unsafe and the Licensee agrees to report all unsafe conditions to a City employee upon delivery.
5. The Showmobile rental period includes time required to set up for the event/activity and to tear down following the event,
6. The Showmobile must not be altered in any way without prior approval from the City. If permission for alteration is granted the Licensee agrees to return the Showmobile to its original condition before the rental period expires.

Social functions and Hall Rentals (weddings, stag & does, anniversary or retirement parties, showers)

The Licensee understands and agrees that:

1. At least two (\$2) million dollar liability insurance is required for hall functions; a signed copy of this contract and any amendments must be returned to Parks and Recreation with proof of insurance three weeks prior to the event.
2. The Licensee is required to provide monitors sufficient to effectively monitor the entrances and exits. A list of those monitors and a key contact for the night must be presented to City staff on duty during the rental.
3. No alcohol is allowed outside of the rental facility, including hallways and washrooms. No person acting as a bartender, server or monitor is permitted to consume alcohol for the duration of the rental period.
4. All other conditions pertaining to the ACGO Special Occasion Permit and City's Alcohol Risk Management Policy apply.
5. Rental contracts end at 1:00 am and all guests must vacate the building by 1:30 am unless otherwise noted on your contract. Failure to vacate the facility by 1:30 am may result in extra charges to the renters.
6. Amplified and pre-recorded sound must end by 11 pm at Springbank Gardens venue.
7. NO GAMING, GAMBLING OR LOTTERY ACTIVITIES PERMITTED.
8. A non-refundable deposit of \$250 will be required for half day functions and \$500 for full day functions. In the event the Licensee cancels the rental less than two months prior to the event date, the full deposit will be retained by the City. If a cancellation occurs 2 months or more prior to the event date, the full deposit will be returned to the Licensee, less an administrative fee.
9. No confetti or rice may be thrown on the premises.
10. Food and beverage is prohibited in the conservatory at Civic Gardens Complex.

Skating (summer, winter, competitive)

The Licensee understands and agrees that:

1. It is his/her responsibility to inspect the facility including the ice surface thoroughly prior to use to ensure safe conditions, that it will report all unsafe conditions immediately to the City and not use the facility until the unsafe condition has been rectified. Where surface conditions require additional work, playing time may be reduced, at the sole discretion of the City, by the amount of time necessary to correct the unsafe condition.
2. All 1 hour bookings consist of 50 minutes of playing time and 10 minutes to resurface the ice pad. Where ice conditions require additional work, playing time may be reduced at the sole discretion of the City.
3. Licensees holding seasonal reservations may cancel up to two (2) dates during each season provided that they notify Parks and Recreation, Customer Services at 519-661-5575 of these cancellations at least 10 days prior to the first date of the contracts. More than two (2) cancellations of a contract may result in a forfeiture of the contracted time.
4. Once a contract is signed, no cancellations of that contract or any part thereof will be permitted unless the City, in its sole discretion has been successful in selling to an alternate Licensee.

Special Events

The Licensee understands and agrees that:

1. He/she will comply with all of the requirements published in the current City of London Special Events Policy and Procedure Manual which can be obtained at www.london.ca/playyourway.
2. All incurred costs to be billed at a later date.
3. No amplified entertainment is allowed in Springbank Park. The only amplified sound permitted will be for public address.

4. Only the west loop of Springbank Park and the lower pathway along the river leading to Greenway Park can be used for walk/run-a-thons.
5. No mileage markers/directions etc. will be spray painted directly onto the asphalt surface.

Springbank Gardens Special Events

The Licensee understands and agrees that:

1. He/she will comply with all of the requirements published in the current City of London Special Events Policy and Procedure Manual which can be obtained at www.london.ca/playyourway.
2. All events at Springbank Gardens Site (formerly Wonderland Gardens) with amplified and/or pre-recorded sound will not exceed sound decibel pressure 70 decibels beyond 30m (100 feet) from the stage. The decibel level within the 30m zone, shall be at the discretion of the event operator, however sound equipment and speaker placement must be designed such that the 70 decibel level is not exceeded at the 30m (100 feet) limit.
3. Amplified sound and re-recorded sound will not start before 9:00 a.m. and end by 11:00 p.m.
4. City staff will monitor and document the decibel levels with a decibel sound meter once every half hour during the amplified concert. Non compliance could result in cancellation of future events held by that special event operator.
5. No alcohol is allowed outside of the rental facility, including hallways and washrooms.
6. No mileage markers/directions etc. will be spray painted directly onto the asphalt surface.

Storybook Birthday Package

The Licensee understands and agrees that:

1. Package price is for 10 children, additional charges apply for extra children. MAXIMUM of 15 children including birthday child, no more than 20 people in any party. Up to 5 adults including birthday child parents are included in package price.
2. Additional adults will be charged the group admission rate, payable at the time of booking or at Storybook Gardens entrance at time of party. Party must be paid in full at the time of booking.
3. The party may be cancelled up to 48 hours before the date of booking without penalty. Refunds to the Licensee are subject to an administrative fee. Cancellation 48 hours or less before the booking date will result in forfeiture of the full cost of the booking.
4. Candles will be provided with the birthday cake however sparklers or open flames are not permitted unless approved by the General Manager, Community Services.

Storybook Chapel

The Licensee understands and agrees that:

1. Confetti and rice are prohibited in Springbank Park and Storybook Gardens.
2. Facility rental does not entitle Licensee guests, representatives or agents any additional privileges within Storybook Gardens.
3. A non refundable deposit must be delivered to the City at least 30 days prior to the event.

Storybook Private Rental

The Licensee understands and agrees that:

1. Licensee is responsible for providing guests with proof of admission for the event, with an advance copy provided to Storybook Gardens.
2. Concession operations to be determined and finalized prior to the event.

Street Closure

The Licensee understands and agrees that:

1. He/she will comply with the requirements of the street closure and meter bagging procedures published in the City of London Special Events Policies and Procedures Manual which can be obtained at www.london.ca/playyourway.
2. No mileage markers/directions etc. will be spray painted directly onto the asphalt surface. Adequate clearance permitting emergency vehicles (6m width) will be maintained throughout the closure, and
3. When a temporary street closure is required the Licensee must submit a petition signed and approved by 66% of:
 - a) The residents on the affected street(s) or block(s); or
 - b) The owners of adjacent properties that will be affected by the temporary street closure.
4. Pedestrian movement (including handicapped accessibility) will not be impeded by any appurtenance placed on the right of way by the Licensee during the street closure, and
5. Adequate access by emergency vehicles (6m width) is required at all times and any appurtenance placed on the road surface must be easily moved to provide clearance if needed.

Tennis

The Licensee understands and agrees that:

1. It is his/her responsibility to inspect the facility thoroughly prior to use to ensure safe conditions. The Licensee agrees that unsafe facilities will not be used and that all unsafe conditions are reported immediately to the City. Where surface conditions require additional work, playing time may be reduced at the sole discretion of the City.
2. Only proper non marking athletic foot wear is permitted on the playing surface.
3. No food, beverages or gum are permitted on the surface. No spitting is permitted inside the facility.
4. Licensees must not alter the facility in any way without prior approval from the facility supervisor. If permission for alteration is granted the Licensee must return the facility to its original condition before the rental period expires.