



Rural Municipality of Morell

Municipal Sports and Recreation Facilities Operations and Rental Policy

1. Purpose

The purpose of this Policy is to promote the use of municipal facilities and to provide guidelines and framework for operation of all municipal sports and recreational facilities.

The Municipality provides multi-use facilities for rent to support a broad range of events, including sports and recreational activities, conferences, meetings, fundraisers, festivals, weddings, family reunions, birthday parties, craft shows, trade shows, and similar events.

2. Scope

This policy applies to all individuals and entities accessing or using municipal facilities or services, including, without limitation, facility renters, event organizers, tenants, participants, attendees, and any agents, employees, contractors, volunteers, invitees, or other representatives acting in connection with a booking or tenancy, all of whom shall be deemed “Users” for the purposes of this policy (individually, a “User” and collectively, the “Users”).

3. Authority

It shall be the policy of the Municipality to confer upon the CAO and, where applicable upon the facility manager, the authority and responsibility for implementation of the policies as contained herein.

It shall be the responsibility of the Council to review and approve fees and operations policies.

It shall be the responsibility of CAO to:

- Ensure compliance with the Municipal Sports and Recreational Facilities Operations/Rental Policy (hereafter “Policy”)
- Recommend to Council any changes or amendments to the Policy.
- Analyze, evaluate and provide recommendations to the Council on all fees and operations policies.
- Manage, allocate and distribute usage of the sports and recreational facilities.

4. Guiding Principles

The following guiding principles are to be used in application of this policy:

- Optimize use of municipal facilities in order to ensure effective and fiscally responsible management of all usage.
- Provide options for a wide array of users and programs, current and emerging.
- Priority is given first to residents. Among eligible users, children and youth are a key focus, and their activities and sport development will be given additional consideration.

5. Rights Reserved

- a. It shall be the policy of the Municipality to distribute bookings in a manner that best reflects the needs of the community while reserving the right to assign and reassign bookings as may be required.
- b. The Municipality reserves the right to decline bookings for staffing, safety, and/or other reasons at its sole discretion.

6. Resident Priority

The Rural Municipality of Morell recognizes the tax-based contributions provided by its residents toward the development (capital) and operation of sports and recreational facilities. The Municipality also recognizes that residents will always receive priority over non-residents for private individual bookings. The Municipality will accommodate the regular use of facilities by non-residents after resident demand is satisfied and may make exceptions in special circumstances approved by the Municipality.

7. Billing

- a. All fees shall be due prior to facility use. An invoice may be provided to user(s) monthly, if pre-approved by the Municipality for monthly billing. Late payment of \$25 per month, compounded monthly, will apply to all invoices outstanding more than 15 days. Cheques which are returned by the bank for insufficient funds will be subject to an administration fee of \$25 plus HST.
- b. Users must notify the CAO, or facility manager where applicable, of any billing discrepancies within 15 days of the billing date. All unpaid bills from the previous season are to be paid prior to using the facility at the start of the new season.
- c. Casual user(s) or those not approved for monthly billing will pay at the time of rental.

8. User Cancellations

It shall be the policy of the Municipality to effectively manage bookings with the objective of minimizing administrative, revenue, and operational impacts.

If the booking needs to be cancelled by a user at any time during the season, the user must notify the Municipality **at least 72 hours prior to the time being cancelled**. In the event cancellation notice is not received by the Municipality or if the facility is unable to rent this time to another user for the established rate, the user cancelling the time will be responsible for payment of the original amount. However, if at any time a user abuses the privilege of cancelling times (i.e. frequent cancellations) the Municipality reserves the right, upon providing the particular user with notice there, to terminate this policy with respect to the particular user and implement a specific policy that will apply to that particular user only.

User groups are not permitted to exchange or give scheduled times to other groups. Groups looking to exchange times are required to notify the Municipality of the change and municipal staff will make the invoice changes.

9. Municipality Cancellations

It shall be the policy of the Municipality to reserve the right to postpone or reschedule any permitted booking due to unscheduled circumstances, such as weather-related or an emergency shutdown, or facility maintenance or repair, or other unforeseen circumstances. The Municipality shall make all reasonable efforts to provide affected groups with alternative booking times; if bookings cannot be coordinated, the affected user shall receive a full refund. The Municipality reserves the right to cancel the availability of facility if sufficient interest is not shown to justify operational costs.

The facility will normally remain open during periods of inclement weather. During periods of inclement weather:

- if the facility is open, users will be charged for their scheduled bookings; and
- in the event the Municipality decides to close the facility the user(s) will not be charged and/or provided a refund for any monies paid for the cancelled booking.

10. Facility User Conduct

- a. No admission fees may be charged by the user unless authorized in advance by the Municipality. It is the responsibility of the user to ensure that all patrons have paid their admission fees. It is also the user's responsibility to provide and pay for security as may be required by the Municipality. At the end of the booking, it is the responsibility of the user to clear the facility area of patrons.

- b. The Municipality does not provide, control, or authorize music played by user(s) during use of municipal facilities unless explicitly arranged in writing. Any music played within the facility by third parties, including via personal devices, streaming services, DJs, or the facility sound systems is the sole responsibility of the user(s). The Municipality does not assume responsibility for music use by patrons; is not liable for any copyright infringement or licensing violations committed by facility users; reserves the right to prohibit or stop music playback if compliance cannot be demonstrated.
- c. It shall be the policy of the Municipality to require that dressing rooms are entered no earlier than 60 minutes prior to a scheduled booking and vacated within 30 minutes after rental time has ended.
- d. It shall be the policy of the Municipality to not accept responsibility for any lost, stolen, or misplaced personal items or equipment of users or applicant groups including but not limited to, items left unattended in the dressing rooms or main facilities.
- e. The user(s) shall indemnify the Municipality against any liability, claim, demand, action, or cause of action of any nature whatsoever, or any expense incident thereof, for injury to or death of a person or damage to property, occurring on the municipal property or arising from the use of the municipal property.
- f. All users shall assume full and exclusive responsibility for any damage to, or loss of, Municipal property, fixtures, or equipment caused by the user or any of its members, staff, agents, or guests during the period covered by the booking. The user shall promptly notify the Municipality of any vandalism, damage, or loss.
- g. Failure to report pre-existing damage prior to use shall constitute acceptance of the facility in good condition. Any damage not reported prior to use will be deemed to have occurred during the user's booking period, and the user shall be held fully responsible for all associated repair or replacement costs.
- h. All users are prohibited from bringing alcoholic beverages into Municipal facilities. If the User's event is licensed, a copy of the Special Occasion Permit must be provided. Failure to provide this information will result in the cancellation of the rental.
- i. It shall be the policy of the Municipality that all application groups and users uphold the provincial legislation regarding the Smoke Free Places Act, which prohibits smoking/vaping in all enclosed public places.
- j. Any function that involves preparing and/or providing food and/or beverages to the public, regardless of whether it is free or there is a fee charged, the user(s) is responsible to obtain Public Health license and must adhere to all Public Health Act and Food Premises Regulations with respect to but not limited to food preparation, storage, and handling.

k. Users are expected to conduct themselves in a respectful and responsible manner in matters connected to municipal facilities and services. Users shall not engage in behaviour or conduct that:

- involves threats, harassment, bullying, or intimidation directed at staff or officials;
- encourages or results in disruption of municipal facilities or services; or
- materially misrepresents a municipal decision or the Municipality's involvement in an activity or event in a manner that causes direct operational consequences.

Users failing to comply with these expectations or engaging in prohibited behaviour may result in the Municipality refusing to rent municipal facilities to the said users.

This section is not intended to restrict lawful expression, including criticism, complaints, or general commentary. Any response by the Municipality shall be reasonable, proportionate, and consistent with this policy.

i. User(s) shall ensure that their activities conducted on municipal property, or in connection with municipal facilities, do not:

- Single out or subject individuals to adverse treatment
- Result in reputational harm to the Municipality or interferes with municipal operations or service delivery
- Increases the cost the insurance for the facility or impacts the Municipality's ability to obtain insurance for the property or facility

11. Group Representation

In order for the Municipality to effectively serve patrons, all groups are asked to elect no more than one representative to serve as liaison between the Municipality and their group. All communications between the group and the Municipality shall, at all times, be channelled through each group's representative.

12. Administration

It shall be the policy of the Municipality to reserve the right to eject any user(s) from the facility; require corrective action; impose fines and/or conditions on continued facility use, suspend or terminate facility access, bookings, or agreements for noncompliance with this Policy at the sole and absolute discretion of the CAO or designate in charge.

RCMP will be asked to deal with uncooperative user(s) when asked to leave or if criminal activities are involved or suspected.

This policy will be applied fairly and proportionately, with consideration of the Municipality's administrative capacity.

13. Acceptance

Use of municipal facilities or entry into a rental agreement constitutes acceptance of this policy.

Where feasible, key terms of this policy may be incorporated by reference into rental agreements, permits, or lease documents.

14. Review of Decisions

A person or organization subject to enforcement action under this policy may request a review by the Municipality within a reasonable timeframe.

The review will assess whether the decision was reasonable, proportionate, and consistent with this policy.