
Policy – Facility Rentals

Revision:

Date: November 5, 2024

Purpose

The purpose of the Facility Rental Policy is to promote the use of municipal facilities, to provide guidelines for their use, and to ensure that the Municipality, Renter(s), and participants are protected.

The Township offers multi use facilities which may be rented for a variety of events such as:

- Conferences and meetings, weddings, family reunions, birthday parties, bridal showers, baby showers, fundraisers, craft shows, trade shows and recreational activities.

Agreement

1. There may be special circumstances or conditions under which additional terms and conditions may be required to support the use of municipal facilities. The Municipality reserves the right to assess facility requests and make amendments, as necessary.
2. The Renter shall indemnify and hold harmless the Corporation of the Township of Billings and any of its officers, members of municipal council, employees, servants, agents, contractors, and volunteers from and against all claims, demands, loss, costs, damages, actions, liability or expenses arising out of the use and/or occupation of the property belonging to the Township by the user, renter, group and any of its officers, members of municipal council, employees, servants, agents, contractors, and volunteers, except to the extent that such loss arises from the independent negligence of the Township.
3. All bookings require a liability insurance, with coverage in the amount of at least \$5,000,000. This must be demonstrated on a certificate of insurance with the Corporation of the Township of Billings explicitly listed as an additional insured, to be presented at least 14 days prior to the event. Alternatively, Renters can pay an additional fee for coverage under the Township of Billings Low Risk Event Coverage (see Appendix B).
Failure to provide this information will result in the cancellation of the rental.
4. If the Renter's event is licensed, a copy of the Special Occasion Permit (issued exclusively online via the Alcohol & Gaming Commission of Ontario website). Failure to provide this information will result in the cancellation of the rental.
5. All contracts are signed on the basis that the Renter shall be responsible for any damage to the facility, the furnishings, or any other property owned by the Municipality. The Renter may be subject to additional charges should the facility or equipment be

damaged in any way and/or additional clean-up is required because of the rental. Charges may include staff time required to return the facility to its original state.

6. A damage deposit of \$250.00 shall be collected prior to all bookings, in the form of a cheque, credit card or debit card when the renter is picking up the facility key. The cheque or credit card/ debit card will only be processed in the event of failed post-rental check.

Rules and Regulations

1. The Renter is responsible for completing the Facility Rental Agreement and is required to make a 50% non-refundable payment upon booking, unless otherwise stipulated.
2. The Renter shall obey and observe all Laws, By-laws and Regulations of the Township of Billings, the Province of Ontario, and the Government of Canada.
3. 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 Renter is responsible to obtain Public Health Sudbury and Districts approval and must adhere to all Health Unit requirements with respect to but not limited to food preparation, storage, and handling.
4. Access to the facility must be during the specified times on the agreement only.
5. Tables, chairs, glassware and dishes are included with respect to the terms of this agreement. Nothing may be removed from the premises.
6. The Renter will be responsible for the set up and take down of all tables, chairs, and equipment. The items shall be stored in the original location upon conclusion of the rental. All personal materials and equipment must also be removed upon conclusion of the event.
7. Do not use staples, tape or tacks on any walls, windows, or floors in the facility, unless approval has been given ahead of time by the Township. Helium balloons may be used if they are securely anchored. Throwing or rice/confetti, use of dry ice, or use of any type of pyrotechnic device is prohibited. Candles are permitted on cakes (no sparklers allowed).
8. Any tables used for crafts must be covered with a sheet of plastic/paper to prevent paint and glue adhering to the tabletop.
9. Rental keys must be picked up from the Municipal Office located at 15 Old Mill Road, Kagawong, ON during regular office hours Monday – Thursday 8:30 am - 4:00 pm and Friday 8:30 am – 12 pm, preferably the day prior to the facility rentals. If it is a weekend rental, please ensure that the key is picked up before the Municipal Office closes on the Friday. The Municipal Office is closed on Statutory Holidays and facilities are not staffed.
10. Keys should be returned to the Municipal Office or placed in the silver drop box outside the front door of the Municipal Office.
11. Upon conclusion of the rental, the keys must be returned to the Municipal Office. If the conclusion of the rental falls outside of office hours, you must return the keys by placing

them in the silver drop box on the employee entrance of the Township Office. Failure to return the keys at the end of the rental will result in a fifty (\$50) charge.

12. Alcohol is only permitted on the premises during the times specified on the Special Occasion Permit.
13. Anything, regardless of size, which requires stakes, anchoring or the likes of it to be put into the ground on Township property must be pre-approved by the Township. Additionally, it is the renter/organizer's responsibility to call Ontario One Call at 1-800-400-2255 to have locates completed. Please allow two (2) weeks prior to your event to arrange for locates.
14. All concerns, safety or otherwise, should be reported in writing to municipal staff.
15. All requests for fee waivers shall be received no later than three (3) months prior to the event.
16. The Township reserves the right to decline bookings for staffing, safety, and/or other reasons at its sole discretion.
17. Bookings may be cancelled in the event of an emergency, for example, one that requires use of the space as a temporary emergency shelter for residents.
18. This policy and rental fees are subject to change without notice.

Facility Rental Etiquette

1. The Renter is responsible for the following:
 - a. All outside doors and windows are to be checked and locked before leaving the facility.
 - b. Sweeping the floor after the group or event has finished for the day/night.
 - c. Checking all toilets in each washroom to ensure they are flushed, and papers picked up off the floor.
 - d. Ensure that all tables and chairs are wiped clean of dirt and/or sticky material before stacking.
 - e. Ensure that all kitchen appliances have been turned off.
 - f. Ensure that all lights are turned off before leaving the facility.
 - g. Ensure that all food and beverages are removed from the facility.
 - h. Ensure that all garbage and recycling is sorted, bagged and tied in clear bags from ALL waste bins including kitchen and bathrooms and leave in upstairs kitchen – SORTING & RECYCLING ARE MANDATORY.
2. Please DO NOT drag tables and chairs over the floor. Please lift and place them in the desired location and/or use the carts provided.
3. No staples, tape or tacks are to be used on tables, walls, or any place in the building unless prior to event the Township has provided approval.
4. All groups using the hall must notify the Municipal Office at (705) 282-2611 if they are not going to be using the hall for their scheduled time.

Appendix 'A' – Municipal Parks and Facilities

Facilities at 39 Henry Drive – Kagawong Park Centre

Facility Information	Capacity	Amenities
Upper Level Large Hall and Kitchen Hall: 70ft x 30ft Accessible Family Washroom with change table	150 (stand up reception) 85 (seated dinner)	Full Commercial Kitchen Commercial Dishwasher 2 Stoves 2 Fridges Microwave Coffee Maker Podium Serving Passthrough (bar) <u>For entire facility:</u> Tables, chairs, plates, bowls, mugs, glassware & cutlery: accommodate 85
Lower Level Small Hall and Kitchen Hall: 30ft x 30ft Accessible Men and Women Washroom Facilities	85 (stand up reception) 45 (seated dinner)	Fridge Stove Coffee Maker Serving Passthrough (bar) <u>For entire facility:</u> Tables, chairs, plates, bowls, mugs, glassware & cutlery: accommodate 85
A Liquor License does not separate the Upper and Lower levels of the Park Centre Capacity with a Liquor License: 130 people total		
Covered Outdoor Rink Surface: 95ft x 55ft	Varies	Outdoor sports facility, including hockey (seasonal), ball hockey, roller blading and pickleball. Hockey lines and Pickleball lines

Facilities at 34A Carter Crescent – Old Church on the Hill

Facility Information	Capacity	Amenities
Old Church on the Hill	75	Stage Secured pew seating NOTE: No washroom facilities or running water



Outdoor Spaces

Facility Information	Capacity	Amenities
Red Roof Pavilion Corner of Old Mill Road and Henry Drive	N/A	Picnic Tables Garbage and Recycling Bin Electrical Outlets This space can be reserved
Riverbend Stage Along the Bridal Veil Falls Trail System	N/A	Stage Bench Seating This space can be reserved This space is not maintained



Appendix 'B' – The Township of Billings Facility Rental Rates

Facility Rental Rates

Facility	Price	HST	TOTAL
KAGAWONG PARK CENTRE			
UPPER LEVEL Private Party or For-Profit Event	\$300.00/day	\$39.00	\$339.00
LOWER LEVEL Private Party or For-Profit Event	\$150.00/day	\$19.50	\$169.50
ENTIRE SPACE Private Party or For-Profit Event	\$400.00/day	\$52.00	\$452.00
Fundraising Event	\$100.00/day	\$13.00	\$113.00
Educational Event	\$25.00/hr	\$3.25	\$28.25
Recognized Group Meeting (Council or Committee Meeting)	FREE	FREE	FREE
Funeral Gathering (Residents and Past Residents)	FREE	FREE	FREE
COVERED OUTDOOR RINK			
Private Party	\$200.00/day	\$26.00	\$226.00
OLD CHURCH ON THE HILL			
Any event	\$100.00/day	\$13.00	\$113.00
PAVILLION			
Any event	FREE	FREE	FREE
RIVERBEND STAGE			
Any event	FREE	FREE	FREE

Other Charge	Price	HST	TOTAL
Noise By-Law Exemption	\$75.00	\$9.75	\$84.75
Township of Billings Low Risk Event Coverage	\$50.00	\$6.50	\$56.50



Appendix 'C' – Operations Post-Rental Checklist**Operations Post-Rental Checklist**

Township staff will complete this checklist the morning after use. If deficiencies are found the damage deposit will be utilized to offset expenditures proportionately. This also applies to damage to the building and/or contents. If the amount exceeds the damage deposit, you will be invoiced for the balance. As the Renter you are responsible for all set up and clean up associated with your rental.

Date of Rental: _____

Facility/Facilities Rented: _____

Checklist Completed by: _____

TASK	✓ YES	✓ NO	DETAILS
Tables & chairs cleaned/wiped down			
Any Damage to facility or amenities.			
Garbage cans emptied.			
Check all toilets in each washroom to ensure they are all flushed, and papers picked up off the floor.			
Coffee maker, stove and dishwasher are clean and off.			
All facility lighting is off.			
All spills or wetness have been mopped up.			
Kitchen/Canteen facilities are clean.			
Doors secured and locked.			

Should any of the above listed tasks not be completed by the Renter, the damage deposit shall be forfeited.



Appendix 'D' – Noise Exemption Application

Application for Exemption to Noise By-Law 2021-12

**Collection Notice* To the extent that the foregoing information constitutes personal information as defined in the Municipal Freedom of Information and Protection of Privacy Act, R. S. a. 1990, C M. 56 as amended, the information is subject to the provisions of that Act and will be used for the purposes indicated or implied by this form. Questions about the collection of personal information should be directed to the CAO/ Clerk, Township of Billings, 15 Old Mill Road, Kagawong, ON P0P 1J0.*

Applicant/Organization Details

Name: _____

Address: _____

Telephone Number: _____

Email: _____

Activity Details

Description of Activities: _____

Date of Activity: _____

Time of Activity: _____

Number of Attendees: _____

Location of Activity: _____



Contact Name During
Activity: _____

Contact Phone Number: _____

Describe the Source of the
Sound for Which the
Exemption is Requested: _____

I, _____ have read and understand
this application form and agree to pay the application fee of \$75.00 + HST. I
acknowledge that being granted an exemption to Noise By-Law 2021-12 may contain
conditions as set out by the by-law enforcement officer for the Township of Billings.

Signature: _____

Date: _____

Applications shall be submitted to admin@billingstwp.ca or in person at the
Township Office. Payments can be made by cash, cheque, credit or debit.

OFFICE USE ONLY	
Exemption Fee Received:	
Application Accepted By:	
Date Application Received:	
Exempted Approved By:	
Date Issued:	
Notes:	



Appendix 'E' – Facility Rental Required Documents

Facility Rental Required Documents

The Renter is responsible for submitting the following items prior to the event. Keys to the facility will not be released until the items below are submitted.

- ☐ Completed and Signed Rental Agreement.
- ☐ Full payment received, including damage/key deposit (amount to be determined by event risk).
- ☐ Application for Exemption – Noise By-Law 2021-12 (including payment of fee).
- ☐ Copy of Special Event Insurance naming the Corporation of the Township of Billings as an additional insured, in the amount of \$5,000,000.
- ☐ Copy of the receipt of The Township of Billings Low Risk Event Coverage was purchased.

For events that will be serving alcohol, the following items are also required:

- ☐ Copy of Special Occasion Permit (Liquor License from the Alcohol & Gaming Commission of Ontario).
- ☐ Confirmation in writing from an approved Licensed Security firm if required.



Appendix 'F' – Facility Rental Agreement Form

Facility Rental Agreement Form

Applicant/Organization Details

Facility: _____

Name of Renter: _____

Address: _____

Telephone Number: _____

Email: _____

Purpose of Rental: _____

Facility: _____

Rental Date: _____

Fee: _____

☐ Check the box if you have purchased The Township of Billings Low Risk Event Coverage.

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3. All bookings require a liability insurance, with coverage in the amount of at least \$5,000,000. This must be demonstrated on a certificate of insurance with the Corporation of the Township of Billings explicitly listed as an additional insured, to be presented at least 14 days prior to the event. Alternatively, Renters can pay an additional fee for coverage under the Township of Billings Low Risk Event Coverage (see Appendix B).
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Appendix 'G' – The Township of Billings Low Risk Event Coverage

User facility liability insurance program



Municipal-owned facilities are commonly the host of many local community events. As such, municipalities face liability exposure each time their venues are used by third-party renters. Although most events will be held without incident, it only takes one unfortunate claim to generate a loss large enough to test coverage under the municipality's master liability policy. The preferred way of addressing this type of risk is for the party organizing the event to be insured through an event policy covering the third-party renter as the named insured and the municipality as an additional insured. Municipalities choosing to transfer risk in this way minimize their direct risk of costly bodily injury or property damage claims.

As an industry expert in event liability risk transfer, Marsh Canada Limited (Marsh) administers the Annual Low Risk Event Liability Program to help meet the unique risk coverage needs of municipal-owned facilities across Canada.

Benefits

- **Offsets liability** — Transfers the risk to the party in control and protects the main municipal liability policy.
- **Offsets deductible** — Lower deductible than all municipal policies and deductible can be transferred to renter through rental agreement.
- **Simplified premium payment** — Options available include bi-annual, annual, or no reporting.
- **Administrative costs** — Little to no administrative costs to implement program.
- **Claims protection** — Claims remain under the UFL Insurance Program and are not related to your municipal liability policy.
- **Broad coverage that conforms** — Ability to help ensure the insurance offered meets the requirements of the municipality and the needs of the renter.
- **Affordable** — Simple rating matrix provided.

Eligibility

Some examples of event categories eligible for insurance include, but are not limited to:

Events

- Anniversaries
- Arts
- Art shows and exhibits
- Auctions
- Banquets
- Bazaars
- Birthday parties
- Bridge
- Chess clubs
- Crafts
- Dance parties
- Dance recitals
- Concerts
- Dinners
- Engagement parties (e.g. Jack and Jill events)
- Fashion shows
- Graduations
- Meetings
- Music recitals or other family celebrations (e.g. christenings, showers, graduations etc.)
- Photo shoots
- Picnics
- Religious services
- Retirement parties
- Reunions
- Seasonal markets

- Seminars
- Speakers
- Talent shows
- Theatre performances
- Weddings or other ceremonies.
- Workshops/classroom instruction

Sporting activities

- Badminton
- Ball/roller/floor hockey
- Baseball
- Basketball
- Baton twirling
- Bowling
- Broomball
- Cheerleading
- Cricket
- Curling
- Dance lessons
- Dodge ball
- Dry land training
- Field hockey
- Figure skating
- Fitness classes
- Frisbee
- Handball
- Horseshoes
- Lawn bowling
- Non-contact sports (e.g. pick up hockey, pick up lacrosse, touch/flag football)

- Pickle ball
- Public skating
- Racquet ball
- Ringette
- Shuffle board
- Slo-pitch
- Soccer
- Softball
- Squash
- Swimming with lifeguard
- Synchronized swim
- Table tennis
- Tai chi
- T-ball
- Tennis
- Track and field
- Volleyball
- Yoga

Exclusions include, but may not be limited to: Alpine skiing, bike racing, boxing, climbing walls, contact sports (including hockey, lacrosse, martial arts), cycling, fireworks, gymnastics, horse related activity, kabaddi, kayaking, kickboxing, motor vehicle activities, rugby, skateboarding, snowboarding, tackle football, wrestling, training camps, athletic schools, festivals, fairs, deep frying at concessions/kiosks/ vendors, professional performers or members of the Actors Guild, (warranty) swimming with pool slide over 7 feet in height must have minimum 3 lifeguards on site, corporations and any organized sports teams/leagues/tournaments.

Coverage highlights

The Annual Low-Risk Event Liability Program features a third party liability limit of up to \$5,000,000 (with a \$1,000 deductible) and provides an extensive range of broad coverages that can be tailored to meet each event's specific risks and exposures including:

- **Vendor extension** — Provides coverage to vendors for products sold in the regular course of business during an event.
- **Liquor liability** — Protects you from liability that may arise at an event where alcohol is being served.
- **Incidental medical malpractice** — Includes coverage for bodily injury out of the rendering or failure to render medical, surgical, dental, x-ray, or nursing services or treatment or the furnishing of food or beverages in connection therewith – when the individual is not engaged in the business or occupation of providing any of the services described.
- **Broad definition of “named insured”** — Includes the organization and any Director, Executive Officer, Employee, Committee Member, Office Holder, Manager, Coach, or Trainer.
- **Professional liability** — Arising from the actions of coaches, instructors, or trainers (paid or unpaid).

For any events that fall outside of the Annual Low Risk Event Liability Program — these individuals/groups can obtain competitive coverage through our web portal: www.marsh.ca/enfp

For further information or to speak to a Marsh representative, please contact us at +1 888 755 5247 or via email at events.service@marsh.com

About Marsh

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