

# THE CORPORATION OF THE CITY OF FERNIE

## BYLAW NO. 2056

A Bylaw to establish regulations and fees for the arena, community centre, curling club, aquatic centre, Max Turyk School, fields and parks

---

**WHEREAS** the *Community Charter* provides that Council by Bylaw may establish regulations and user charges for the community's arena, curling club, community centre, aquatic centre, fields and parks;

**AND WHEREAS** Council deems it desirable to establish regulations and user fees for the community's arena, community centre, curling club, aquatic centre, Max Turyk School, fields and parks;

**NOW THEREFORE**, the Municipal Council of the Corporation of the City of Fernie, in open meeting assembled **ENACTS AS FOLLOWS:**

### 1. **CITATION**

This Bylaw may be cited for all purposes as the "*Leisure Services User Regulation and Fees Bylaw No. 2056*".

### 2. **DEFINITIONS**

In this Bylaw:

**"Adult"** means a person 19 years to 59 years of age;

**"Adult Student"** means a person 19 years to 59 years with appropriate identification and enrolled for full-time attendance in school (excepting correspondence courses);

**"Annual Event"** means a 'Special Event' that has been held in each of the two previous years, on or near the same dates, by a regular user;

**"Child"** means a person 7 years to 12 years of age;

**"Christmas Break"** means the period of time, as determined by School District #5, that the local public schools are closed for Christmas and New Years;

**"Commercial"** means user whose primary purpose for the rental of a facility, park or field is financial gain;

**"Family"** means Parents and/or legal guardians and their immediate family as indicated on their medical services card;

**"Infant"** means a child under 3 years of age;

**“Leisure Access Card”** means a yearly (year runs July 1 to June 30) discount card entitling individuals to a discount exclusively on facility admission charges quoted on Schedule ‘A’ attached herein and a ten percent (10%) discount on City of Fernie sponsored programs. Costs for the Leisure Access Card are located in Schedule ‘A’, attached herein. ;

**“Non-Prime Time”** means in the Fernie Memorial Arena, during the normal operating season, the following times:

Saturday and Sunday from 6:00 a.m. to 10:00 a.m.  
Monday through Friday from 6:00 a.m. to 3:00 p.m.

**“Non-Resident”** means any person who is not a bonafide resident of the City of Fernie but does not include a non-resident taxpayer;

**“Normal Operating Season”** means the period of time that a facility is open for its primary purpose (i.e. Arena – Skating);

**“Off-Season”** means the period of time that a facility is available, but is not for its primary purpose (i.e. – Arena – dry pad rentals);

**“One-Time User”** means an infrequent or occasional user-facilities are not rented on a regular weekly or monthly schedule;

**“Post-Season Operating Season”** The period of time that a facility is open immediately after its normal operating period for its primary purpose;

**“Pre-Schooler”** 3 years to 6 years of age;

**“Pre-Season Operating Season”** means the period of time that a facility is open immediately prior o its normal operating period for its primary purpose;

**“Prime Time”** means all other times not listed under non-prime time that the Fernie Memorial Arena is open during its normal operating season;

**“Regular Renters”** means a frequent user, facilities are rented on a regular basis (weekly or bi-weekly) over a season or a period of months (*minimum of 3 months*);

**“Resident”** means any person who is a bonafide resident of the City of Fernie and includes non-resident taxpayers;

**“Senior”** means an individual 60 years of age and over;

“**Special Event**” means a specific extraordinary event that requires cancellation of a regular renter’s scheduled bookings;

“**Spot Renter**” means an infrequent user that rents facilities on an intermittent basis over a period of weeks or months (*less than three months*);

“**Spring Break**” means the period of time as determined by School District #5, that the local public schools are closed. Normal occurrence is in March or April of each year;

“**Statutory Holiday**” means, New Years Day, Good Friday, Easter Sunday, Victoria Day, Canada Day, BC Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day;

“**Working Days**” means Monday to Friday except Statutory or Civic Holidays;

“**Youth**” means an individual 13 years to 18 years of age;

### **3. ADMINISTRATION**

- 3.1 Any City of Fernie facility shall not be rented to a minor. The renter shall provide a competent and trustworthy adult who will personally undertake to be responsible for the due observance of the rules and regulations governing City of Fernie premises.
- 3.2 Rules and regulations are to be strictly adhered to, failure to adhere to, or comply with the said rules and regulations may result in the termination of usage without refund of any rental fees paid, and may include invoicing of penalties and/or additional costs incurred by the City.
- 3.3 Prior to confirmation of bookings and usage, all renters must sign a Facility Use Agreement (see “Schedule C”)
- 3.4 Prior to confirmation of bookings and facility usage, all renters must obtain at a minimum two million dollars (\$2,000,000) general liability insurance and shall provide the City of Fernie with a Certificate of Liability Insurance, the City of Fernie must be listed as additional named insured (see “Schedule C”)
- 3.5 It is the responsibility of the renter to inspect the facility to ensure both suitability and safety. If the conditions are considered unsafe it is the responsibility of the renter to cancel their immediate use and advise the City of the situation.

- 3.6 Liquor is not permitted on any premises unless a liquor permit is in effect. Renters must obtain a liquor permit from the Liquor Control and Licensing Branch.
- 3.7 The renter agrees to comply with the *British Columbia Fire Services Act* (Assembly Hall Regulations) as outlined in “Schedule C”.
- 3.8 Decorations must be fastened with masking tape only, no staples, stickpins or thumbtacks are to be used to fasten decorations to the walls. No decorations are permitted to be fastened to the acoustical barriers, fire sprinkler system, fire alarms, fire extinguishers or emergency exit lights.
- 3.9 Renters are responsible for ensuring that clean up takes place immediately after the activity and/or the event is complete, and that the facility is completely secure after each use. For specific responsibilities with regards to ball field rentals and/or Prentice Park concession rentals, please refer to Schedule “B”.
- 3.10 The City of Fernie will provide the following employees per rental:
- 3.10.1 Fernie Memorial Arena
- One employee (arena attendant) per rental when the ice is in.
  - Additional employees available on request at the rates outlined in Schedule “A”
  - Renters will be responsible for providing their own security personnel, cashiers, ticket takers, doormen, referees, timekeepers, goal judges, and announcers for all tournaments, games and Special or Annual Events.
- 3.10.2 Fernie Aquatic Centre
- Two employees (2 lifeguards and/or instructors) per rental
  - Additional employees available on request at the rates outlined in Schedule “A”
  - Renters will be responsible for providing any other personnel required
- 3.11 If a maintenance function is required of the City, request for service forms are supplied at the City Corporate Office at 501-3<sup>rd</sup> Avenue.
- 3.12 The City of Fernie reserves the right, due to bona fide emergencies, to postpone or reschedule any activity, with notice.
- 3.13 City of Fernie facilities will be as follows:
- 3.13.1 Fernie Memorial Arena

- Normal operating season runs from the first operating Tuesday in September to the first Friday of April.
- Pre-season operation season runs from the Sunday immediately after the BC Day Statutory weekend until the start of the normal operating season
- Normally closed on all Statutory Holidays
- Closes at 4:00pm on Christmas Eve and New Years Eve
- Closed during the period of times to install and remove ice

#### 3.13.2 Fernie Aquatic Centre

- Normal operating season is year round
- Limited hours or closed on all Statutory Holidays
- Annual Maintenance Shutdown normally planned to occur in Late May to the end of June of each year for approximately 5 weeks

#### 3.13.3 Community Centre

- Normal operating season is year round
- The facility is traditionally shut down for two time periods for the re-finishing of the floor annually. Specific time periods and the duration of the closure vary from year to year.

#### 3.13.4 Parks and Fields

- Normal operating season runs from May to October (dependent on environmental and ground conditions).
- Normal operating times are from 7:00am to 10:00pm
- Throughout the normal operating season for short periods of time to accommodate seasonal maintenance. The City shall notify Regular Renters of these occurrences.

#### 3.13.5 Curling Club

- Normal operating season without ice runs from March 16<sup>th</sup> to October 15<sup>th</sup>
- Normal operating season with ice runs from October 16<sup>th</sup> to March 15<sup>th</sup>
- Facility is traditionally shutdown for one time period annually for floor refinishing. Specific time period varies from year to year.

#### 3.13.6 Max Turyk School

- Normal operating season is year round.
- Normal operating times are from 7:00am to 10:00pm
- Throughout the normal operating season for short periods of time to accommodate seasonal maintenance. The City shall notify Regular Renters of these occurrences.

Rentals and Special Events can be made on Statutory Holidays at the rates outlined in Schedule “A”.

- 3.14 To receive the Leisure Access Card discount, individuals paying facility admittance fees identified under Schedule ‘A’ of this Bylaw must present their card at the time of payment.
  
- 3.15 Rentals and programs developed and delivered for schools during prescribed school hours and days, will be exempt from the Leisure Access Card. Schools must be within the City of Fernie boundaries and/or be specifically identified within the Joint use Agreement between the City of Fernie and School District #5

#### **4. BOOKINGS**

- 4.1 Semi-Annual User Meetings will be held each year as follows:
  - 4.1.1 Annual Arena Users Meeting to be held each year during the month of June
  - 4.1.2 Annual Field Users Meeting to be held each year during the month of April
- 4.2 Prior to each season, Regular Renters are required to submit a written request to the City, which outlines annual weekly rental requests, annual, and Special Event requests. The written request must include the exact dates, times and hours of each rental request, and, the regular renter shall provide the City with the name, telephone numbers (residence and work place) and correct mailing address of the designated person who is responsible for making bookings and cancellations on behalf of the regular renter, and, who will be the contact for the City on matters of cancellations, rentals and billings.
  - 4.2.1 For regular arena users, the written request must be submitted no later than July 15<sup>th</sup> to the City.
  - 4.2.2 For regular ball field users, the written request must be submitted no later than April 30<sup>th</sup> to the City.
  - 4.2.3 For regular aquatic centre users, the written request must be submitted no later than August 31<sup>st</sup> to the City
- 4.3 Regular Renters must comply with their designated time slots. Regular Renters requesting revisions to the Weekly Renters’ Schedule must submit written application to the City ten (10) working days prior to the scheduled time slot(s). Revisions to the schedule are not confirmed until the request has been submitted in writing and approved by the City.

- 4.4 Cancellations from Regular and Spot Renters must be received in writing by the City a minimum of ten (10) working days prior to the cancelled period, otherwise; the regular or spot user will be billed for the rental time.
- 4.5 Regular Renters who mutually agree to “switch” rental times with other Regular Renters are encouraged to do so, providing, the facility schedule is NOT affected – i.e. time slot for time slot. The City must be advised in writing for “billing” purposes, as well, the employee one duty at the facility must be notified of the switch. The rate charged will be equal to the rate normally charged for the regular user.
- 4.6 Regular Renters booking Special Events must submit written application to the City, indicating the exact dates and hours, and must be received by the City fourteen (14) working days prior to the event.
- 4.7 Cancellations of Annual and Special Events must be received in writing by the City a minimum of thirty (30) working days in advance of the rental date. If the appropriate notice is not given, and the ice is not rented, the user group that booked the annual or Special Event shall be responsible for the full rental costs. When an annual or Special Event is cancelled within the appropriate time period, the ice time reverts back to the regular user. The City will notify the regular user that the time slot has been returned; and; if the regular user does not wish to use the time, it is the regular user’s responsibility to provide written notice to the City, otherwise; the regular user will be billed for the time.
- 4.8 The weekly schedule assigned to Regular Renters is void during the Christmas and Spring Break holidays. Regular Renters are required to submit written rental requests for the Christmas holiday season to the City by November 1<sup>st</sup> – no cancellations will be accepted after November 1<sup>st</sup> (renters will be billed accordingly). Priority is given to the special Christmas Holiday schedule prepared by the City. Rental requests from the Regular Renters will receive priority immediately after the city-sponsored programs. All other requests are on a “first come, first served” basis.
- 4.9 The renter shall be allowed to set-up and decorate the facility free of charge prior to the rental, subject to availability. If the renter requires confirmation of availability for decorating purposes, the renter will be required to book the facility and pay the appropriate hourly rate as identified in the Leisure Services User Regulation and Fees Bylaw.

**5. DISCIPLINE**

- 5.1 The renter shall provide a competent and trustworthy adult who will personally undertake to be responsible for the due observance of the rules and regulations of the facility, failure to adhere to, or comply with the said rules and regulations may result in the termination of usage without refund or any rental fees paid, and may include invoicing of penalties and/or additional costs incurred by the City.
- 5.2 The City reserves the right to evict, cause to be removed, or refuse further bookings or admissions to person(s) and/or user groups causing wilful damage or contravening the facilities regulations.
- 5.3 Anyone found on the premises with liquor or illegal narcotics in his/her possession, without proper authorization, will be reported to the authorities.
- 5.4 Overtime incurred by a City employee and/or contractor employed by the City as a result of a user not complying with the City rental regulations shall be charged to the user at the applicable charge-out rate.
- 5.5 All City facilities are designated non-smoking.

**6. RENTAL FEES AND PAYMENT**

- 6.1 Rental classifications and rates shall be as provided in Schedule "A".
- 6.2 Regular Renters are billed on a monthly basis. Regular Renters with unpaid accounts at thirty (30) days, will have a late fee of five per cent (5%) charged on their total bill, and, may have their rental privileges terminated until such times as the account is brought up to date.
- 6.3 Prior to confirmation of bookings and issuing keys, renters booking annual and/or Special Events must submit all rental fees, the damage deposit, and sign a Facility Use Agreement (see "Schedule C").
- 6.4 Spot renters shall submit all rental fees at the time of the booking.
- 6.5 Notwithstanding the rate structure set out in Schedule "A" hereto, the City of Fernie will reduce the daily rental fee to \$1.00 at the Community Centre, once per year, per non-profit or not-for profit society when there is a demonstrated community benefit and the societies have a recognized presence in the community.
  - 6.5.1 Bookings which include the reduction of rental fees must be made in writing to the City of Fernie not more than nine (9) months and not less than one (1) month before the scheduled event.

- 6.5.2 Booking requests shall contain a description of the event, including activities, number of people expected, date and time of the event and an estimate of the funds raised.
- 6.5.3 Administration of such bookings shall be the responsibility of the Director of Leisure Services or any other person designated by City Council and shall be deemed booked upon receipt of any and all applicable damage and cleaning deposits and proof of liability insurance coverage.
- 6.5.4 To be recognized as a non profit or not for profit society as referenced above, community organizations must meet one of the two criteria as follows;
- 6.5.4.1 The organization must be a duly registered charity with the Canada Revenue Agency, be open to the community at large and the proceeds from the event must be for community enhancement purposes; or,
- 6.5.4.2 The organization must have been established and operating for a one (1) year period prior to the event, the event is for special-needs population or general population of the community and no revenue will result from the event.”

## **7. DAMAGE AND CLEANING DEPOSITS AND KEYS**

- 7.1 Prior to confirmation of bookings and usage, a damage and cleaning deposit must be paid by all renters and for Special and Annual Events. If the City determines that there has been no damage and additional cleaning is not warranted, the damage and cleaning deposit will be refunded.

The damage and cleaning deposit, for first time Regular Renters, is set at two hundred & fifty dollars (\$250.00). Past the first year, Regular Renters will be assessed a damage deposit based on their previous years damage to a minimum of fifty dollars (\$50.00) and a maximum of five hundred dollars (\$500.00).

The damage deposit, for Spot Renters, is set at fifty dollars (\$50.00).

Damage and cleaning deposits include a key deposit and will be refunded when the key is returned and no damages nor is additional cleaning being warranted has been confirmed.

- 7.2 Renters will responsible for any damages to the facility as a result of their use and occupation of the facility, with the exception of equipment or structures that have been identified prior to the activity as showing wear or damage. In the event of

damages to any portion of the facility, the renter shall be responsible for all costs of repairing and restoring any damage. The renter shall report all damages to the City

- 7.3 Renters shall be charged two hundred dollars (\$200.00) per key for lost keys. If more than one key is required for a renter, additional keys may be signed out with a twenty-dollar (\$20.00) deposit.
- 7.4 The individual(s) signing for the keys to any City facility are responsible for: unlocking the facility prior to use, security of the building during use, fire safety of the building during use, supervision of users during use, and locking the facility following use.
- 7.5 Spot renters who require a key will be assigned a key for the facility's main entrance door. The renter shall return the key at the end of each rental.
- 7.6 Keys for the arena will only be available during the off-season. When the ice plant is in operation, no keys will be given out as per the *Pressure Vessels Act*, which stipulates that there must be an employee present who holds a current refrigeration operators certification.

**8. PRIORITY OF USE**

- 8.1 City of Fernie Leisure Programs – any programs operated by the City of Fernie.
- 8.2 School District #5 School Programs – any programs operated by School District #5 only during prescribed school hours and days
- 8.3 Minor sports/activities – a group that offers supervised, structured activity, whose primary function is skill development for and primarily attended by a majority of participants ages 3 to 16 years of age.
- 8.4 Junior sport/activities – a group that offered supervised, structured activity with the majority of participants aged 16 to 18 years of age
- 8.5 Adult sports/activities – a group that offers structured activity with the majority of participants aged 19 years of age or older.
- 8.6 Annual Events – a Special Event that has been held in each of the previous two (2) consecutive calendar years by a regular renter.
- 8.7 Special Event - a specific extraordinary event that requires cancellation of a regular renter's scheduled bookings

- 8.8 School District #5 School Programs – any program operated by School District #5 which occurs outside of prescribed school hours and days.
- 8.9 Non-profit orientated user group – a group that is registered in B.C. as a non-profit society and whose primary purpose is to provide a service or benefit to the entire community.
- 8.10 Commercial orientated group – a group whose primary purpose is to generate a profit.

**9. FACILITY SPECIFIC REGULATIONS**

**9.1 FERNIE MEMORIAL ARENA**

9.1.1 In the event of Junior “A” Hockey Club games, Regular Renters shall vacate the ice surface forty-five (45) minutes prior to “game time”.

9.1.2 Dressing Rooms

9.1.2.1 Dressing rooms will be made available to the Regular Renters upon request to the Arena Attendants. Renters must provide their own locks for the dressing rooms and are responsible for ensuring that their personal belongings are secured (dressing rooms locked while on the ice surface)

9.1.2.2 Coaches must be in attendance prior to the dressing rooms being unlocked by the Arena Attendants, and, at the end of the ice rental period, to ensure that all member have safely vacated the dressing rooms and that no damages have been incurred.

9.1.2.3 Renters must vacate their dressing rooms no later than forty-five (45) minutes after they have completed their ice rental.

9.1.2.4 Dressing rooms and/or storage areas that are occupied on a continual basis by a regular user are to be cleaned and kept in an orderly fashion by the user group.

9.1.2.5 Dressing rooms will be made available to the regular user hosting annual or Special Events upon written request to the City fourteen (14) working days prior to the scheduled event.

9.1.2.6 The regular user is responsible for ensuring that person or persons under the age of 19 years must be under the immediate supervision and control of an adult who undertakes to be personally responsible for the due observance of the City's rental regulations.

### 9.1.3 Arena Annex Room

9.1.3.1 Priority will be given to:

9.1.3.1.1 Leisure Service Department programs or services

9.1.3.1.2 Renters paying the arena annex meeting room hourly rate as identified in the Leisure Services User Regulation and Fees Bylaw No. 2056

9.1.3.2 For Regular Renters of the arena, the hourly rental fee for the arena annex meeting room will be waived during the regular user's weekly scheduled ice times (i.e. if the Skating Club was regularly scheduled on Tuesdays from 6:15am to 8:30am, then the Skating Club would have free usage of the arena annex meeting room during this period of time). All rental usage must be pre-booked with the City before use.

9.1.3.3 One-time users and/or Special Event renters shall be charged the regularly hourly rental fee for the arena annex meeting room.

9.1.3.4 Liquor events – a deposit of \$250.00 per event is required. Deposit will be refunded in full, unless the renter damages the facility, or, the facility is left in such a state that it requires special cleaning.

9.1.4 User groups will be billed for all ice cleans within their ice block bookings.

### 9.2 Parks and Fields

9.2.1 Renters wishing to obtain a liquor licence (i.e. to hold a beer garden), under the policy of the Liquor Control and Licensing Branch are required to submit an application to the City for a Special Occasion Liquor License Permit. Applications must be received at least two (2) months prior to the date of the event

- 9.2.2 It shall be unlawful for any person to allow a horse under his/her control to enter or occupy parklands, other those constructed and maintained as road surface, public parking areas, or designated as a horse trail(s).
- 9.2.3 It shall be unlawful for any person to allow a motor vehicle, including a snowmobile, motorbike or all terrain vehicle to enter or occupy park lands other than those constructed and maintained as road surface or public parking areas.
- 9.2.4 Overnight camping is prohibited in all parks and/or fields.
- 9.2.5 The City may cause a sign or signs to be placed at the entrances of municipal parks and/or facilities for the purpose of:
- (a) displaying program information, hours and/or fees;
  - (b) prohibiting motor vehicles, snowmobiles, all terrain vehicles and/or motor-bikes;
  - (c) prohibiting overnight camping;
  - (d) prohibiting horses and/or dogs;
  - (e) displaying any information or requirements for good management and control of municipal parks, facilities, and/or programs;
  - (f) identifying the operating hours for public use of all unattended parks and/or facilities, it shall be deemed unlawful to disobey such signage.
- 9.2.6 Except with prior written approval from the Director of Leisure Services or their designate, it is unlawful for any person to operate on, enter or occupy any parklands with any motorized vehicle, including, but not limited to, an automobile, snowmobile, motorbike, all terrain vehicle, other than those constructed, maintained and open for use as a designated road surface or public parking area. This prohibition does not apply to the City of Fernie when performing maintenance operations in or on parkland either by its own forces or through the use of contractors.

**10. REPEAL**

- 10.1 Bylaw No. 2005 cited as *Leisure Services User Regulations and Fees Bylaw* and all amendments thereto, are hereby repealed.
- 10.2 Bylaw No. 1097, a Bylaw for prohibiting the use of snow-vehicles, snowmobiles, and motorcycles on City owned property and property within municipal boundaries and all amendments thereto, are hereby repealed.

**11. EFFECTIVE DATE**

- 11.1 This Bylaw shall be in force and effective on the date of its adoption.

Read a first time this \_\_\_\_\_ of \_\_\_\_\_, 2008.

Read a second time this \_\_\_\_\_ of \_\_\_\_\_, 2008.

Read a third time this \_\_\_\_\_ of \_\_\_\_\_, 2008.

Adopted this \_\_\_\_\_ of \_\_\_\_\_, 2008.

---

**MAYOR**

---

**CLERK**

**I hereby certify the foregoing to be the original  
Bylaw No. 2056**

## Schedule A

**A) Facility Admittance Rates**  
(all prices are GST inclusive)

Age Category	With a Leisure Access Card	Without a Leisure Access Card
<b>Infant</b>	No Charge	
<b>Pre-Schooler</b>	\$1.75	\$2.00
<b>Child</b>	\$3.25	\$3.50
<b>Youth</b>	\$4.50	\$5.00
<b>Adult</b>	\$5.50	\$6.25
<b>Adult Student</b>	\$5.00	\$5.75
<b>Senior</b>	\$4.50	\$5.00
<b>Family</b>	\$11.50	\$14.50

Special Needs admissions are assessed at one half of their regular rate for all admittance rates

**Punch Cards:**

Punch rates are determined by taking the admittance rate (as identified above) and multiplying it by the factor shown below:

- 10 Trip Punch Card – multiply admittance rate by nine (9)
- 20 Trip Punch Card – multiply admittance rate by seventeen (17)
- 30 Trip Punch Card – multiply admittance rate by twenty-two and a half (22 ½)

**Passes:**

Pass rates are determined by taking the admittance rate (as identified above) and multiplying it by the factor shown below:

- 1 Month Pass – multiply admittance rate by eleven (11)
- 3 Month Pass – multiply admittance rate by twenty-eight (28)

**B) Facility Rental Rates**  
(all prices are GST exclusive)

Aquatic Centre (per hour)	Rate
<b>Facility Replacement Surcharge</b> (Leisure Access Card not applicable)	1.50

<b>Individual and non-profit organization renters</b>	Multipurpose Room	\$9.50
	Full Facility	\$86.00
	Main Pool Only	\$40.50
	Per Swim Lane	\$7.50
	Competitions	\$64.50
<b>Commercial renters</b>	Multipurpose Room	\$14.50
	Full Facility	\$118.25
	Main Pool Only	\$57.00
	Per Swim Lane	\$10.25
	Competitions	\$87.25
<b>Additional Staff</b>	Regular Rate	\$28.75
	Overtime Rates	\$57.50
<b>Swim Lessons</b>	Ducklings and Dino	\$39.50
	Dolphins	\$39.50
	Stages	\$39.50
	45 Minute Class	\$39.50

<b>Fernie Memorial Arena (per hour except where noted)</b>		<b>Rate</b>
<b>Facility Replacement Surcharge</b> (Leisure Access Card not applicable)		\$1.50
<b>Regular Season</b>		
Minor	Non-Prime	\$34.00
	Prime	\$48.75
	Special Event (per day)	\$486.50
Junior	Non-Prime	\$40.75
	Prime	\$54.50
	Special Event (per day)	\$542.75
	Hockey Game	\$446.50
	Hockey Game – Extra Hour	\$89.50
Adult	Non-Prime	\$68.00
	Prime	\$97.00
	Special Event (per day)	\$970.00
Commercial	Non-Prime	\$78.00
	Prime	\$111.50
	Hockey Game	\$513.50
	Hockey Game – Extra Hour	\$102.75

<b>Fernie Memorial Arena (per hour except where noted)</b>	<b>Rate</b>
----------------------------------------------------------------	-------------

<b>Pre / Post Season</b>		
Minor	Per Hour	\$56.00
Junior	Per Hour	\$58.75
	Hockey Game	\$513.50
	Hockey Game – Extra Hour	\$102.75
Adult	Per Hour	\$111.50
Commercial	Per Hour	\$128.00
	Hockey Game	\$590.50
	Hockey Game – Extra Hour	\$118.25
<b>Off Season (dry pad)</b>		
Minor to Adult	Per Hour	\$27.00
	Per Day	\$322.50
Commercial	Per Hour	\$53.75
	Per Day	\$907.00
<b>Annex Room Rentals</b>		<b>Rate</b>
Individual and non-profit organization renters	Per Hour	\$9.50
Liquored Events	Per Game	\$50.00
Junior	Per Hour	\$58.70
	Hockey Game	\$513.30
	Hockey Game – Extra Hour	\$102.65
Adult	Per Hour	\$111.50
Commercial	Per Hour	\$127.90
	Hockey Game	\$590.30
	Hockey Game – Extra Hour	\$118.05
<b>Off Season (dry pad)</b>		
Minor to Adult	Per Hour	\$27.00
	Per Day	\$322.50
Commercial	Per Hour	\$53.75
	Per Day	\$907.00

<b>Fernie Curling Club</b> (per hour except where noted) Effective March 16 <sup>th</sup> to October 15 <sup>th</sup> exclusively			<b>Rate</b>
<b>Facility Replacement Surcharge</b> (Leisure Access Card not applicable)			\$1.50
<b>Individual and non profit organization renters</b>			\$10.00/hr
	AGM and Meeting Room rates-local non profit groups		No charge
<b>Special Events, Banquets and Receptions (no liquor)</b>	Minor & Youth	Per Hour	\$14.00/hr
		Per Day	\$225.00
	Adult	Per Hour	\$37.50
		Per Day	\$300.00
	Commercial	Per Hour	\$68.75
		Per Day	\$550.00
<b>Liquor Events</b>	Adult (per day)		\$425.00
	Commercial (per day)		\$750.00
Kitchen Surcharge (all event users)			\$50.00

<b>Community Centre</b> (per hour except where noted)			<b>Rate</b>
<b>Facility Replacement Surcharge</b> (Leisure Access Card not applicable)			\$1.50
<b>General Sport &amp; Recreation</b>	Minor & Youth		\$9.00
	Adult		\$15.00
	Commercial		\$38.50
	Equipment Usage		\$5.50
<b>Special Events, Banquets and Receptions (no liquor)</b>	Minor & Youth	Per Hour	\$17.25
		Per Day	\$287.50
	Adult	Per Hour	\$22.75
		Per Day	\$408.50
	Commercial	Per Hour	\$49.50
		Per Day	\$822.50
<b>Liquor Events</b>	Adult (per day)		\$575.00
	Commercial (per day)		\$1114.00
Kitchen Surcharge (all event users)			\$50.00

<b>Community Centre (per hour except where noted)</b>		<b>Rate</b>
<b>Playschool Room  Available to minors only</b>	Per Hour	\$3.25
	Per Day	\$19.00
	1 day/week per month	\$67.50
	2 day/week per month	\$146.00
	3 day/week per month	\$218.75
	4 day/week per month	\$253.75
	5 day/week per month	\$364.75
	6 day/week per month	\$437.50
7 day/week per month	\$510.00	

<b>Parks &amp; Fields</b>		<b>Rate</b>
<b>Ball Fields</b>		
Minor & Youth	Daily	\$37.75
	Team per Season (includes one tournament per league per season)	\$53.75
	Weekend Tournaments	\$80.75
Adult	Daily	\$53.75
	Team per Season (includes one tournament per league per season)	\$215.00
	Weekend Tournaments	\$268.75
<b>Lions Pavillion</b>		
Adult	Non-Liquored Event (daily)	\$161.25
	Liquored Event (daily)	\$43.00
<b>Prentice Park Concession</b>		
Non Resident	Daily	\$100.75
<b>Rotary Park Gazebo</b>		
Residential	Daily	\$0.00
Non-Resident	Daily	\$67.25

<b>Parks &amp; Facility Green Spaces</b>		<b>Rate</b>
	Court House Per Hour	\$5.00
	Per Day	\$25.00
City Hall	Per Hour	\$5.00
	Per Day	\$25.00
Rotary Park	Per Hour	\$ 5.00
	Per Day	\$25.00
Annex Park	Per Hour	\$ 1.00
	James White Park Per Hour	\$ 1.00
	Per Day	\$10.00

<b>Max Turyk School</b>		<b>Rate</b>
	Class Room Per Hour	\$10.00
	Per Day	
Gymnasium	Per Hour Adult	\$14.80
	Per Hour Minor/Junior	\$ 9.00
	Per Hour Commercial	\$ 38.50
	Per Day (No Liquor) Minor/Junior	\$225.00
	Per Day (No Liquor) Adult	\$300.00

<b>Max Turyk School Fields</b>		<b>Rate</b>
Minor & Youth	Daily	\$37.75
	Team per Season (includes one tournament per league per season)	\$53.75
	Weekend Tournaments	\$80.75
Adult	Daily	\$53.75
	Team per Season (includes one tournament per league per season)	\$215.00
	Weekend Tournaments	\$268.75

## **SCHEDULE “B”**

### **RENTERS RESPONSIBILITIES**

#### **1. General Rules**

- a. No smoking is permitted in any City of Fernie facility.
- b. No drinking of alcoholic beverages is permitted in any City of Fernie facility or on any grounds without a valid liquor licence.
- c. No physical or verbal abuse will be tolerated.

#### **2. Liquor and Non-Liquor Events**

- a. Clean-up is to take place immediately after the event is completed
- b. The tables and chairs shall be cleared and wiped down
- c. The chairs and tables are to be placed in the appropriate storage areas
- d. Damaged tables and chairs shall be set aside and reported to the City and/or Facility Custodian
- e. Bottles, paper and debris in the kitchen, mezzanine, stage, cloak room, main floor arena and entrance way shall be removed and disposed of in garbage bins outside the facility immediately after the event
- f. Decorations and lights shall be taken down and removed off the premises immediately after the event
- g. The main hall floor area must be dry mopped and wet mopped if necessary
- h. Perishable food must be removed from the refrigerator and coolers and disposed of immediately
- i. The gas hot plate and grill shall be cleaned and left free of any food particles and grease, to include the grease trap immediately after the function is complete
- j. The dishwasher shall be cleaned and left free of any food particles (food particles shall be scrapped off dishes prior to placing dishes in the dishwasher)
- k. The renter is responsible for ensuring that the facility is completely secure after use
- l. The renter shall notify City of any damages and/or maintenance requests
- m. The bathrooms need to be checked and spot cleaned as necessary

**Damaged equipment and/ or facilities, and inadequate cleaning can result in a reduction and/or elimination of the damage and cleaning deposit being returned to the facility renter.**

**SCHEDULE "C"**

**FACILITY USE AGREEMENT**

This license issued the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(hereinafter called "the Applicant")

**WHEREAS** the Corporation of the City of Fernie (hereinafter called "the City") the owner of the building and appurtenant grounds described as:

Lot 3, Plan 2605, District Lot 4588 located at 901-6<sup>th</sup> Avenue Fernie, B.C. more commonly known as the Community Centre

Lot 3, Plan 2605, District Lot 4588 located at 991-6<sup>th</sup> Avenue Fernie, B.C. more commonly known as the Fernie Memorial Arena

Lot 1 District Lot 4589 Kootenay District Plan NEP20274 located at 9250 Pine Avenue Fernie, B.C. more commonly known as the Fernie Aquatic Centre

Lot 11, Block 14, Plan 734, D.L. 4588 K.D. located at 921- 6<sup>th</sup> Avenue, more commonly known as the Fernie Curling Club

Lot 1, Plan 10777, D. L. 4588 at #44 Mt. Washburn Street, Fernie, B.C. more commonly known as the Max Turyk School

located at \_\_\_\_\_, Fernie, B.C. and more commonly known as \_\_\_\_\_.

**AND WHEREAS** the Applicant has applied for a license to use and occupy those portions of the facility known as:

Fernie Memorial Arena

- \_\_\_ Main Hockey Rink
- \_\_\_ Dressing Rooms
- \_\_\_ Annex Room
- \_\_\_ Lobby

Community Centre

- \_\_\_ Main Hall
- \_\_\_ Kitchen
- \_\_\_ Playschool Area
- \_\_\_ Upper Loft

Fernie Aquatic Centre

- \_\_\_ Main Pool
- \_\_\_ Leisure Pool
- \_\_\_ Whirl Pool
- \_\_\_ Waterslide
- \_\_\_ Multi-purpose Room

Fernie Curling Club

Max Turyk School

- Main Ice Surface
- Upstairs Lobby

- Gymnasium
  - Class Room
  - Fields
- 
- 

(hereinafter called "*the said premises*")

**NOW THEREFORE** in consideration of the covenants, rents, conditions and agreements to be performed and observed by the Applicant;

1. The City hereby grants to the Applicant a license to use and occupy the said premises for the sole purpose of:

\_\_\_\_\_

\_\_\_\_\_

2. The term of this license shall be:

\_\_\_\_\_

\_\_\_\_\_

3. In consideration of the use and occupancy of said premises, the Applicant agrees to pay the fees and rates as established in the Bylaw for said premises. Specifically as follows:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4. The Applicant shall use only those premises named in this license

5. The Applicant shall ensure that all attendees adhere strictly to all rules and regulations posted and/or included in this license and to advise all attendees

- accordingly. Failure to adhere to, or comply with said rules and regulations may result in the termination of this license without refund of any fees paid, and may include invoicing of penalties and/or additional costs incurred by the City.
6. The Applicant shall exercise the greatest care in the use and occupation of the said premises and adjacent facilities and shall provide a competent and trustworthy adult who will personally undertake to be responsible for the due observance of the rules and regulations governing the said premises.
  7. The Applicant shall report all damages to the City:
    - (i) the City's corporate office at 501-3<sup>rd</sup> Avenue Fernie, B.C. (telephone 423-6817 on Monday to Friday 8:00a.m. to 4:00p.m. local time)
    - (ii) the non-emergency Fire Hall telephone 423-4226 any other time
  8. The Applicant shall be responsible legally, financially and otherwise for any damages to the said premises as a result of use and occupancy thereof under this license. Said damages to be paid firstly by the Applicant and/or their insurer.
  9. The Applicant shall not permit any other person, group or organization not named in this license to use or occupy the said premises without authorization from the City. Any other person, group or organization shall attach authorization granted by the City to this license prior to any use or occupation of the said premises.
  10. The Applicant shall, at its own expenses, within twenty-four (24) hours of the expiration of the use and occupation of the said premises, return the premises to the conditions that the premises were in prior to the Applicant's use and occupation.
  11. The Applicant shall be responsible for providing adequate security, including any costs for providing adequate security, for the use and occupation of the said premises, including, but not limited to, persons at the door, off duty police, auxiliary fire fighters or other personnel deemed necessary by the Applicant for the protection of the public, property of the public and property of the City. The City reserves the right to require that the Applicant provide a higher level of security than that deemed adequate by the Applicant. The Applicant shall be responsible for any additional costs of security.
  12. The Applicant shall, prior to the use and occupation of the said premises, pay at the request of the City, a damage deposit as security for any damages which may occur to the said premises as a result of the use and occupation authorized under this license. Should such damage deposit, or any balance thereof not be used, it shall be refunded to the Applicant. Should such damage deposit be insufficient, the Applicant will reimburse the City immediately upon written notice from the City.

13. The Applicant shall not permit liquor, beer or any other alcoholic beverages, on or in the said premises unless a valid permit has been obtained under the *Liquor Control and Licensing Act* and the expressed authorization of the City. Authorization granted by the City shall not relieve the Applicant from any legal obligations and/or requirements. A copy of the Applicant's approved liquor permit shall be presented and attached to this license including evidence of the Applicant's general liability insurance with extended coverage to include "Host Liquor Liability", prior to any use or occupation of the said premises. Authorization granted by the City shall be attached to this license prior to any use or occupation of the said premises.
14. The Applicant shall comply with the *British Columbia Liquor Control and Licensing Act* including all regulations.
15. The Applicant agrees to comply with the *British Columbia Fire Services Act* (Assembly Hall Regulations), to include but not limited to the following:

For All Facilities and Grounds

- (i) The door attendant shall be able to tell the inspecting office the total persons in the building at all times
- (ii) Exit doors shall be free of obstruction for ten feet
- (iii) All decorations shall be fire resistant (see Schedule E)
- (iv) No open flames allowed – i.e. candles, smoke pots, etc.
- (v) No incendiary devices allowed – i.e. fireworks, roman candles, etc

Fernie Memorial Arena:

- Stadium capacity (fixed seating) 1,240 members in total
- Ice Surface maximum capacity 662 (dependent upon seating arrangement see Schedule D)
- Annex Room capacity seated 62 members in total
- Annex Room capacity non-seated 123 members in total

Community Centre

- Capacity (non-fixed seating) 404 members in total
- Capacity (fixed seating with no liquor) 700 members in total

Gazebo Capacity 115 members in total

Lions Pavilion capacity – beer gardens – 240 members in total

Fernie Aquatic Centre – Multi-Purpose Room

- Capacity (non-fixed seating) – 63 members in total
- Capacity (non-fixed seating with tables) – 50 members in total

Fernie Curling Club

- Main Ice Surface –

Upstairs Lobby – 184 members in total

Max Turyk School - Gymnasium  
Capacity (non-fixed seating) -  
Capacity (non-fixed seating with tables) -

16. The Applicant shall refer to the cancellation clauses provided in writing by the City as a part of this license to use or occupy and agrees, on signing this agreement to abide by the cancellation regulations.
17. The Applicant understands and agrees that the license may be revoked or cancelled, at any time, with or without cause by the City. The City will make every reasonable attempt to provide a minimum forty-eight (48) hours notice of cancellation to the Applicant.
18. In the event of a closure of the premises as a direct or indirect result of any strike, lockout, work stoppage or other form of labour dispute, force majeure, natural disaster or any other cause beyond the control of the City, this agreement shall be deemed to be frustrated and the City and Applicant shall be relieved from performance of this agreement for the duration of the closure. Without limiting the foregoing, in the event of such frustration, the Applicant shall not have any claim for losses, loss of profits, damages, including amounts expended to purchase equipment or supplies, or committed to the hiring of employees, or any other compensation against the City or its officers, employees, agents or elected officials.
19. The Applicant agrees that it is the sole responsibility of the Applicant to determine the suitability of the premises of its intended use and occupancy.
20. The Applicant agrees that before commencing use of the premises, the Applicant shall on such occasions, before use and occupancy, inspect the premises and equipment and shall forthwith notify the City of any condition that may render the premises or equipment unsafe for use.
21. The Applicant may be permitted access to the said premises prior to the function or event authorized, subject to the approval of the City.
22. The Applicant agrees that it will indemnify and save harmless the City and its officers, servants, agents, successors, and assigns from and against any and all claims whatsoever including all damages, liabilities, expenses, costs, including legal or other fees incurred in respect of any such claim, or any cause or proceeding brought thereon arising directly or indirectly from or in connection with the granting of this license and the use and occupation of the said premises, save that this Applicant will be under no obligation to indemnify and save harmless the City against or in respect

- of any damage or judgement rendered against the City resulting from or arising out of any negligence or fault on the part of the City in connection with the maintenance or condition of the premises to the extent that the damage, loss or injury was caused or occasioned by the negligence of the City.
23. Prior to the granting of this license, the Applicant shall obtain and maintain comprehensive general liability insurance including, without limitation, coverage for the indemnity provided herein, on terms satisfactory to the City. The City shall be included as named insured.
- Such policy shall be written on a comprehensive basis with inclusive limits of not less than \$2,000,000.00 per occurrence, including \$2,000,000.00 for bodily injury and/or death to any one or more persons including voluntary medical payments and property damage, or such higher limits as the City may require from time to time. The policy shall contain a clause providing that the insurer will give the City thirty (30) days prior to written notice in the event of cancellation of material change. The Applicant shall provide the City with evidence of such insurance coverage in the form of an executed copy of a Certificate of Insurance in a form satisfactory to the City ten (10) days prior to the granting of this license.
24. It shall be the sole responsibility of the Applicant to determine what additional insurance coverage, if any, including but not limited to Workers' Compensation and Participants Insurance, are necessary and advisable for its own protection and/or fulfil its obligations under this license. Any such additional insurance shall be maintained and provided at the sole expense of the Applicant.
25. The Applicant shall not do, suffer or permit to be done any act or thing upon or above the said premises, which will or would constitute a nuisance to the occupiers of any lands or premises adjoining or in the vicinity of said premises or to the public generally.
26. The Applicant shall observe, perform and comply with the requirements of every applicable Bylaw, statute law, regulation or ordinance and with every applicable regulation or order with respect to the condition, maintenance, use or occupation of the said premises and any furniture, equipment, supplies, materials or articles located therein.
27. The Applicant, its employees, agents, servants, or workmen and/or volunteers shall not be deemed to be employees, agents, or workmen and/or volunteers of the City.
28. The Applicant warrants and represents that if he/she signs this license on behalf of a group or organization, the Applicant has sufficient power, authority and capacity to bind the group or organization with his/her signature.

29. The Applicant certifies that it will not promote views and ideas which are likely to promote discrimination, contempt or hatred for any person on the basis of race, national or ethnic origin, ancestry, colour, citizenship, religion, age, sex, marital status, family status, sexual orientation, gender identity, disability, political affiliation, receipt of public assistance or level of literacy.
30. The Applicant certifies that they will not be conducting any business that violates the Criminal Code of Canada , hate propaganda laws and Human Rights Act.

I have read the above and fully understand the terms and conditions and regulations contained herein and will comply with the said license.

\_\_\_\_\_  
Name of Group

\_\_\_\_\_  
Title of Signatory

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Address of Applicant / Group

\_\_\_\_\_  
Telephone Number

The Corporation of the City of Fernie

\_\_\_\_\_  
Title of City Representative

\_\_\_\_\_  
Name of City Representative

\_\_\_\_\_  
Signature of City Representative