



# Corporate Policy

## Parks & Recreation

### 10.5 Facility, Park and Pavillion Rental Policy

Approved by:	Council	on	March 25, 2019
Report No.:	P&R-03-19	Effective:	June 3, 2019
Reviewed:	N/A	Amended:	N/A
Next Review:	N/A	Note(s):	N/A

#### **Purpose**

To outline the procedures for the Township of Warwick allocation of all Township owned facilities, parks, and pavilion rentals.

#### **Statement**

The policy will establish procedures and standards that will help allocate minimum requirements of facility and park rentals, at all municipally-owned recreation centres, to all qualified user groups and individuals in the municipality as well as maximize the potential of all recreation facilities.

#### **Principles:**

#### **All renters of facilities are required to enter into an agreement for rentals**

(Includes Centennial Hall, Warwick Community Centre, and Watford Arena Hall)

Provisions in agreement include:

1. A non-refundable deposit of \$100.00 (halls) or \$50.00 (pavilions, and parks), and a signed contract is required to book reservations.
2. Reservations are accepted on a first paid/first served basis. Dates will not be held without a deposit.
3. Full payment of the rental fee is due two weeks prior to the booking. Local service groups can pay fees based on a monthly invoice.
4. Use of facilities is confined to the date(s) and time(s) stated in your contract. The Township does not allow early drop off or set up, unless you have paid the "day before set up" fee.
5. Liquor is permitted on the premises with the appropriate special event liquor license and proof of liability insurance. The renter is responsible for providing the

## Corporate Policy – Rental Agreement

appropriate type of liquor license, including certified bartender(s). Licenses for special events must be obtained from the Liquor Control Board of Ontario (LCBO). Liability insurance can be purchased through the Township of Warwick office or individually. If the renter is providing their own Liability Insurance, proof of insurance is required. Proof of both license and liability must be shown to the Township of Warwick designate two weeks prior to the rental/event. **Alcohol sales shall cease by 12:00 p.m. and all consumption shall cease by 1:00 p.m.** Liquor license/receipts must be posted in a visible location at your rental/event. The Township of Warwick assumes no responsibility for personal injury, damage, or lost or stolen articles of the rental holder or anyone attending the function.

6. The renter is responsible for the behavior of their guests, including ensuring safe transportation for all guests from the event. Renters must ensure adequate adult supervision for children under the age of 18 years.
7. Smoking/vaping is strictly prohibited in all Township of Warwick facilities in accordance with the *Smoke-Free Ontario Act*.
8. All set up and clean up will be the responsibility of the renter, unless renter has paid the “set up fee”, to transfer this responsibility to the Township. Arrangements must be made prior to your rental to obtain access to the facility if your booking occurs after hours or on the weekend.
9. No furniture (tables, chairs) are to be removed from the facility or moved outdoors.
10. Upon departure, renters must ensure the facility is left in the condition it was found. Kitchen, bathroom, and common areas are to be left clean at the time of departure. In the kitchen, all dishes must be washed, sanitized, and returned to their allocated storage. All floors must be swept and counters cleaned. All tables and chairs must be taken down and put in their appropriate location. Garbage must be all bagged up and left outside by the dumpster.
11. No kitchen and/or bar appliances are to be loaned out or removed from any of the Township of Warwick facilities. Any lost or stolen items belonging to the Township of Warwick will be replaced at the expense of the renter.
12. Damages to any Township of Warwick property will be the sole responsibility of the renter. Any damages or missing property will be replaced at the expense of the renter.

## **Corporate Policy – Rental Agreement**

13. Renters are not to turn on or tamper with the AV system (including Televisions, and Ipads) unless they have paid the “AV system” fee. Damages and technician repair fees will be at the expense of the renter.
14. If the renter is loaned an access key and is unable to return the access key within three business days, a \$50.00 fee will be added to the renters contract.
15. Gambling or conduct of a lottery is strictly prohibited without a lottery license. A lottery includes raffles (including 50/50 draws), bazaars (including quarter tables, wheels of fortune, and crown and anchor), bingo, and break open tickets. Only non-for profit organizations eligible under the AGCO guidelines may apply for a license. Licenses can be purchased from the Township of Warwick office.

**Failure to comply with any of the rental terms and conditions may result in the event being shut down and/or the loss of future privileges to rent the facility.**

### **Township of Warwick Baseball Parks and Pavilions Agreement**

(Includes Watford Baseball Diamonds, Warwick Baseball Diamond, and Pavilions)

1. A deposit of \$50.00, and a signed contract is required to book reservations.
2. Reservations are accepted on a first paid/first served bases. We cannot hold dates without a deposit.
3. Full payment of the rental fee is due two weeks prior to the booking. Unless renter is a local service group, then fees can be paid upon monthly invoice.
4. The Township of Warwick does not assume responsibility for weather conditions and temperature. If we are required to cancel your rental, Township staff will notify the renter of the cancellation by 3pm the day of the rental (weekdays) or by 6am the day of the rental (weekends). Staff will track cancellations and if a rental cannot be rescheduled a refund will be issued.
5. Use of baseball parks, and pavilions is confined to the date(s) and time(s) stated in your contract. We do not allow early drop off or set up, unless you have paid the “day before set up” fee.
6. All facilities are available between the hours of 8:00 a.m. – 2:00 a.m. This includes provisions for a liquor permit.
7. Liquor is permitted on the premises with the appropriate special event liquor license and proof of liability insurance. The renter is responsible for providing the appropriate type of liquor license, including certified bartender(s). Licenses for special events must be obtained from the Liquor Control Board of Ontario

## Corporate Policy – Rental Agreement

(LCBO). Liability insurance can be purchased through the Township of Warwick office or individually. If the renter is providing their own Liability Insurance, proof of insurance is required. Proof of both license and liability must be shown to the Township of Warwick designate two weeks prior to event. Alcohol sales shall cease by 1:00 a.m. and all consumption shall cease by 1:30 p.m. Liquor license/receipts must be posted in a visible location at your event. The Township of Warwick assumes no responsibility for personal injury, damage, or lost or stolen articles of the rental holder or anyone attending the function.

8. The renter is responsible for the behavior of their guests, including ensuring safe transportations for all guests from the event. Renter must ensure adequate adult supervision for children under the age of 18 years.
9. Smoking/vaping is strictly prohibited in all Township of Warwick baseball parks and pavilions in accordance with the Smoke-Free Ontario Act.
10. Arrangements must be made prior to your rental to obtain access to the baseball park or pavilion if your booking occurs after hours, or on the weekend.
11. No furniture (tables, picnic tables, benches, chairs) are to be removed or moved from the baseball parks, or pavilions.
12. Upon departing, renters must ensure the facility is left in the condition it was found. Bathroom, and common areas are to be left clean at the time of departure. Garbage must be all bagged up, and put in the dumpster.
13. Damages to any of the Township of Warwick properties will be the sole responsibility of the renter. Any damages, lost or stolen property will be replaced at the owners expense.
14. If the renter is loaned an access key and is unable to return the access key within three business days, a \$50.00 fee will be added to the renters fee.
15. Keys for the equipment shed and for lights will be given out at the start of the season. A deposit cheque of \$50.00 is required for each set of keys borrowed from the Township of Warwick. **Please note equipments keys are only given out to pre-authorized Township of Warwick teams.** The deposit is fully refundable after the keys are returned by the date specified. The Township of Warwick reserves the right to cash the deposit cheque if keys are not returned by the specified date or time.
16. Gambling or conduct of a lottery is strictly prohibited without a lottery license. A lottery includes raffles (including 50/50 draws), bazaars (including quarter tables,

# Corporate Policy – Rental Agreement

wheels of fortune, and crown and anchor), bingo, and break open tickets. Only non-for profit organizations eligible under the AGCO guidelines may apply for a license. Licenses can be purchased from the Township of Warwick office.

**Failure to comply with any of the rental terms and conditions may result in the event being shut down and/or the loss of future privileges to rent the facility.**

## **Conflict Resolution**

Rental conflicts that arise will be handled by the Township of Warwick. The Township of Warwick will attempt to resolve the conflict in a manner consistent with this policy.

## **Cancellations**

Cancellations are allowed if they are given within 2 weeks notice, in writing, to the Township of Warwick office or at [messelment@warwicktownship.ca](mailto:messelment@warwicktownship.ca). A refund minus the non-refundable deposited will be provided if the cancellation is given with less than 2 weeks notice the customer will still be billed for the rental. Exceptions will be made if cancellation is due to weather conflicts or emergency.

## **Contract Cancellations by the Township of Warwick**

The Township of Warwick reserves the right to reasonably postpone, reschedule, or cancel any contract due to various circumstances. The Township reserves the right to cancel a contract or portion of a contract, without notice or refund, should there be a breach of conditions or regulations.

## **Financial Obligation**

The renter is required to pay 2 weeks prior to rental at the Warwick Township Office, 6332 Nauvoo Road, Watford. Payment methods accepted are: cash, cheque, or interact. Rental fees must be paid in full.

\*User groups: The Township of Warwick issues invoices on a monthly basis. A late payment fee at a rate of 1.25% per month on any outstanding balance, shall be applied to the account until it is paid in full.

Non-sufficient funds (N.S.F.) cheques may result in automatic cancellation. The current Township fee for N.S.F. cheques will apply at the discretion of the Township. No further rentals will be allowed until all outstanding accounts are paid to the Township of Warwick.

## **Insurance Obligation**

## **Corporate Policy – Rental Agreement**

User groups and renters will maintain liability insurance coverage in the amount of \$2 million, naming the Township of Warwick as an additional insured through out the duration of the agreed time period. The user group or renter will provide such proof of coverage prior to the start of the season if it is before this date. Failure to do so will forfeit any facility requests for the season.

### **Policy Review**

This policy will be reviewed annually by the Parks and Recreation Manager and the Administrator/Clerk.

**Attachments:**

- Attachment A - Facility Rental Contract

**Roles:**

**Accountable:**

Parks and Recreation Manager

**Responsible:**

Parks and Recreation staff and staff involved in facility rentals