

THE CORPORATION OF THE CITY OF FERNIE



Consolidated Leisure Services User Regulation and Fees Bylaw No. 2317

Consolidated to Bylaws:
2370, Amendment # 1

All persons making use of this consolidated version of the City of Fernie Bylaw No. 2317 are advised that it has no legal sanction; that the amendments have been embodied for convenience of reference only and that the original bylaws must be consulted for all purposes of interpreting and applying the Bylaw. Subsections or sections of the original bylaw and/or amendments which have been repealed have not been included in this consolidation.

Certified copies of all City Bylaws are available from the City Clerk.

Amended 2018-01-15

THE CORPORATION OF THE CITY OF FERNIE

BYLAW NO. 2317

A Bylaw to establish regulations and fees for Leisure and Recreation Services, Parks and Facilities

WHEREAS the *Community Charter* provides that Council, by Bylaw, may impose a fee payable in respect of all or part of a service of the municipality, the use of municipal property, or the exercise of authority to regulate, prohibit or impose requirements;

AND WHEREAS Council is desirous of setting fees, charges and regulations for the use of, or admission to, certain leisure and recreation facilities, parks, fields, equipment, materials and services;

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. 2317, 2017*".

2. DEFINITIONS

In this Bylaw:

User by age:

Adult means a person 21 years to 54 years of age;

Child means a person 6 years to 12 years of age;

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;

Pre-Schooler 3 years to 5 years of age;

Senior means a person 55 years of age and over;

Youth means a person 13 years to 20 years of age;

User by type:

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

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

Junior refers to the category of junior hockey players or team;

Local means any individual, group, or organization who are residents of the City of Fernie and may include non-resident taxpayers;

Minor means a person under the age of 21;

Non-Local means any individual, group, or organization that does not permanently reside in or is not primarily located in the City of Fernie, or an organization whose majority of members are not permanent residents of the City of Fernie or businesses that do not hold a valid business license from the City of Fernie;

Not for Profit/Registered Charity means any individual or organization of a current not for profit society or charity registered with the Canadian Revenue Agency.

Private/Commercial means any individual or group that is issued a Facility Rental Contract for the use of a recreation facility for the purpose of generating a profit;

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

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*).

General Terms:

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

Elk Valley Recreation Access Pass is an annual recreational pass providing universal access to the Municipal recreation facilities located in the District of Sparwood, District of Elkford and City of Fernie;

Non-Prime Time is defined for the Fernie Memorial Arena, during the normal operating season, as Monday through Friday from 6:00 a.m. to 3:00 p.m.

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 whereby facilities are not rented on a regular weekly or monthly schedule;

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

Pre-Season Operating Season is the period of time that a facility is open immediately prior to its normal operating period for its primary purpose;

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

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

Statutory Holiday includes: New Years Day, Good Friday, Easter Sunday, Victoria Day, Canada Day, BC Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, BC Family Day;

Working Days mean Monday to Friday except Statutory or Civic Holidays.

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/senior who will personally undertake the responsibility 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 leisure facility 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 five million dollars (\$5,000,000) general liability insurance and shall provide the City of Fernie with a Certificate of Liability Insurance, PROVIDED THAT such insurance shall not be required for bookings of the municipal facilities, other than parks and open spaces and events where liquor will be provided or consumed, when such booking is for the exclusive use by the individual, group or organization of such municipal facility and the activity is one that would otherwise be available or open to members of the general public . (see "Schedule C"). The amount of this certificate of liability insurance is determined from time to time by the Municipal Insurance Association.
- 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 use immediately and advise the City of the circumstances.
- 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 Renters are responsible for ensuring that clean-up takes place immediately after the activity and/or the event is complete. Renters are also responsible for insuring that the facility is completely secure after each use. (Specific responsibilities with regard to ball field rentals and/or Prentice Park concession rentals, please refer to Schedule "B").
- 3.9 The City of Fernie will provide the following employees per rental:
- 3.9.1 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.
- 3.9.2 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.
- 3.10 If a maintenance function is required of the City, request for service forms are supplied at the City Corporate Office at 501-3rd Avenue or online at www.fernie.ca
- 3.11 The City of Fernie reserves the right to postpone or reschedule any activity due to unforeseen circumstances, without notice.
- 3.12 City of Fernie facilities are defined as the following:
- 3.12.1 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 second Monday after the BC Day Statutory weekend until the start of the normal operating season.
 - **Post-season** operation season runs from the first Saturday of April until the 3rd Saturday of April.
 - **Off-Season** operation normally runs from the first Monday after post season ice removal to the Friday before ice installation for pre-season.
 - Closes at 4:00pm on Christmas Eve and New Years Eve.
 - Closed during the period of times to install and remove ice.
 - Limited hours or closed to public on all Statutory Holidays.
 - Rental rate for Statutory Holidays will be at normal hourly rates plus an additional \$20.00 per hour to cover overtime costs.
 - 200 chairs and 25 tables will be made available for annual or special event use.
- 3.12.2 Fernie Aquatic Centre
- Normal operating season is year round
 - Closed on all Statutory Holidays
 - Annual Shutdown of eight weeks yearly, from the first Saturday in May to July 2nd.
- 3.12.3 Community Centres
- Normal operating season is year round
 - The facility is traditionally shut down for two time periods for the re-finishing of the floor annually and may be closed for short periods of time to accommodate seasonal maintenance. Specific time periods and the duration of the closure vary from year to year. The City shall notify Regular Renters of these occurrences.

- 500 chairs and 50 rectangular tables, and 40 round tables will be available for annual and special events use.

3.12.4 Parks and Fields

- Normal operating season runs from May to October. City fields may be available as early as April 15th dependent on environmental and ground conditions but no maintenance will be completed and washrooms will not be open until May 1st.
- Normal operating times are from 7:00am to 10:00 pm
- Throughout the normal operating season for short periods of time the facility may be closed to accommodate seasonal maintenance. The City will notify Regular Renters of these occurrences.

3.12.5 Curling Club

- Normal operating season without ice runs from March 16th to October 15th
- Normal operating season with ice runs from October 16th to March 15th
- Facility is traditionally shutdown for one time period annually for floor refinishing. Specific time period varies from year to year. The City will notify Regular Renters of these occurrences.

3.12.6 Max Turyk School

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

3.12.7 Fernie Outdoor Rink

- Operating season and use of the Fernie Outdoor Rink is entirely weather-dependent.
- Fernie Outdoor Rink closes at 10:00PM daily.
- Fernie Outdoor Rink rental requests must be submitted a minimum of 48 hours in advance of the rental period.

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

4. **BOOKINGS**

- 4.1 User Meetings for the Arena, Fields, and Special Events, will be held each year as follows:

- 4.1.1 Annual Arena Users Meeting to be held each year during the month of May.
- 4.1.2 Annual Field Users Meeting to be held each year during the month of March.
- 4.1.3 Annual Special Events Users Meeting to be held each year during the month of January.
- 4.1.4 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. Additional time requested for weekly bookings must be received by the Leisure Service Office during regular business hours.
- 4.1.5 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.
- 4.1.6 To be recognized as a not-profit/registered charity, community organizations must meet one of the two criteria as follows;
 - 4.1.6.1 The organization must be a duly registered charity with the Canada Revenue Agency or (BC) registered not for profit society, be open to the community at large and the proceeds from the event must be for community enhancement purposes; or,
 - 4.1.6.2 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.
- 4.2 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 ten (10) months prior to the event. Extraordinary requests may be taken and considered that have not been established in previous years as Special Events.
- 4.3 Prior to each Normal Operating Season, Regular Renters are required to submit a written request to the City, which outlines annual weekly rental requests, annual events, 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.

- For regular arena users, the written request must be submitted to the City no later than May 31st.
- For regular ball field users, the written request must be submitted to the City no later than February 30th.
- For regular aquatic centre users, the written request must be submitted to the City no later than August 31st.

4.4 Weekly Schedule Revisions

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 sixty (60) working days prior to the scheduled time slot(s). Revisions to the Schedule will not be confirmed until the request has been submitted in writing and approved by the City.

Regular Renters who mutually agree to "switch" rental times with other Regular Renters are encouraged to do so, providing, the facility does not impact other users – i.e. exact time slot for time slot.

- The employee on duty at the facility must be notified of the switch.
- The City must be advised in writing for "billing" purposes.
- The rate charged will be equal to the rate normally charged for the regular user.

4.5 Cancellations

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.

Cancellations of Annual and Special Events in the Arena must be received in writing by the City a minimum of sixty (60) 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 users that the time slot has been returned; in the event 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.

Outdoor Rink Rental cancellations due to municipally designated weather-related rink closures will be eligible for a full rental refund.

4.6 Christmas/Spring Break Schedules

The weekly schedule assigned to Regular Renters will be 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 1st – no cancellations will be accepted after November 1st (renters will be billed accordingly). Priority will be 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 will be considered on a “first come, first served” basis.

4.7 Facility Decorations

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 light. The use of candles is limited to containers that cover the flame by more than 3 inches.

4.8 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 ten (10) months prior to the event. Extraordinary requests may be taken and considered that have not been established in previous years as Special Events.

5. DISCIPLINE

5.1 The renter shall provide a conscientious adult/senior who will undertake to be responsible for the observance of the rules and regulations of the Facility User Agreement. Failure to adhere to, or comply with the 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.

5.2 The City reserves the right to evict, cause to be removed, or refuse further bookings or admissions to individuals and/or user groups causing wilful damage or contravening the facilities regulations.

5.3 Anyone found on the premises with liquor or illegal substances 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. Groups found to have alcohol at a non-liquored event or in a facility where alcohol is not permitted will have all booked contracts cancelled and future booking contracts denied.

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 time 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 from time to time give free use for marketing, promotional or social responsibility to an individual or organization reducing the daily rental fee to \$1.00 for a given City of Fernie facility, when there is a demonstrated benefit to the City of Fernie Leisure Services Operations.

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 for Special and Annual Events. In the event the City determines that there has been no damage and additional cleaning is not warranted, the damage and cleaning deposit will be refunded.

The initial damage and cleaning deposit, for special event daily rentals, is set at five hundred dollars (\$500.00). Subsequent damage and key deposits will be based on previous year's damage to a maximum of five hundred dollars.

Damage, cleaning, and key deposits will be refunded when key has been returned, and the custodial report has been received.

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 to the City all damages within a twenty-four (24) hour period after the occurrence.

Damages noted at the commencement of a booking shall be reported immediately unless City offices are closed; in which case, the next business day.

- 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 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 refrigerator operator's certification.

8. PRIORITY OF USE

All bookings will be scheduled in order to maximize the use of the facilities.

- 8.1 City of Fernie Leisure Programs – or any programs operated by the City of Fernie.
- 8.2 Minor sports/activity groups - a group that offers supervised, structured activities, whose primary function is skill development and attended by participants aged 0 to 16 years of age. Priority of use will be given prior to 8pm.
- 8.3 Junior sport/activity group - that offers supervised, structured activities with the majority of participants aged 16 to 20 years of age.
- 8.4 Adult sport/activity group – a group that offers structured activities with the majority of participants aged 19 years of age or older.
- 8.5 Annual Events – a Special Event that has been held in the previous two (2) consecutive calendar years by a regular renter.

- 8.6 Special Event - a specific extraordinary event that requires cancellation of a regular renter's scheduled bookings.
- 8.7 Non-profit oriented user volunteer 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.
- 8.8 Local - any person who is a resident of the City of Fernie and includes non-resident tax payers.
- 8.9 Commercial oriented group – a group whose primary purpose is to generate a profit.
- 8.10 Non-Local - any individual or organization that does not permanently reside in or is not primarily located in the City of Fernie, or an organization whose majority of members are not permanent residents of the City of Fernie or businesses that do not hold a valid business license from the City of Fernie.
- 8.11 All bookings will be scheduled in order to maximize the use of the facilities.

9. FACILITY SPECIFIC REGULATIONS

9.1 FERNIE MEMORIAL ARENA

9.1.1 Games

In the event of Junior Hockey Club games, Regular Renters shall vacate the ice surface forty-five (45) minutes prior to "game time". No bookings permitted for (1) hour after a Junior hockey game.

9.1.2 Dressing Rooms

9.1.2.1 Dressing rooms will be made available to regular users upon request to the Arena Attendants. Renters 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 members 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 seasonal 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.

9.1.2.6 The regular user is responsible for ensuring that individuals under the age of 19 years must be under the immediate supervision and control of an adult/senior who undertakes to be personally responsible for the adherence of the dressing room regulations.

9.1.3 Arena Annex Room

9.1.3.1 Priority will be given to:

9.1.3.1.1 Leisure Service Department or City of Fernie programs or services
Regular Renters paying the arena annex meeting room hourly rate as identified in the Leisure Services User Regulation and Fees Bylaw No. 2317.

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, unless the renter damages the room, or, the room is left in such a state that it requires special cleaning.

9.1.4 Ice Cleans

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

9.2 Parks, Fields, Trails and Grounds

9.2.1 Renters wishing to obtain a liquor licence under the policy of the Liquor Control and Licensing Branch are required to apply for the licence through the LCLB online application and provide proof of the required liquor liability insurance to the City. Applications must be received at least two (2) months prior to the date of the event and approval of location one (1) month prior to 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). Bylaw #1995 requires that all dogs must be on-leashes.

- 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 post a sign or signs to be placed at the entrances of 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 fields, parks, facilities.
 - (f) Civic obedience of all signage posted for operating hours of all unattended outdoor facilities, parks, fields, trails, and grounds.
- 9.2.6 Except with prior written approval from the Director of Leisure Services or his or her 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.

9.3 Fernie Outdoor Rink

- 9.3.1 Users shall shovel snow from the Outdoor Rink ice surface during use, as necessary
- 9.3.2 Use of the Outdoor Rink is only permitted when the ice is safe and in good condition as determined by the City of Fernie and indicated by a GREEN flag at the site; a RED flag indicates the facility is closed and use is not permitted
- 9.3.2 Use of the Outdoor Rink is unsupervised by the City of Fernie and at the User's Own Risk
- 9.3.4 Outdoor Rink usage rules in accordance with posted signage shall apply to all users

10. **REPEAL**

10.1 Bylaw No. 2056 cited as *Leisure Services User Regulations and Fees Bylaw* 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 13th, day of March, 2017.

Read a second time this 13th, day of March, 2017.

Read a third time this 13th, day of March, 2017.

Adopted this 27th day of March, 2017.

(original signed by GIULIANO)

MAYOR

(original signed by GARAND)

Corporate Officer

**I hereby certify the foregoing to be the original
Bylaw No. 2317.**

Schedule A

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

Age Category	
Infant	No Charge
Pre-Schooler	\$3.00
Child	\$4.00
Youth	\$5.00
Adult	\$6.00
Senior	\$5.00
Family	\$15.00

Special Needs admissions are assessed at one half of their regular rate for all admittance rates. Special Needs attendants will be admitted free of charge when supervising a special needs patron. Commercial Businesses must pay regular admittance.

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)
- 1 Year Pass - Elk Valley Recreation Access Pass providing universal access to the Municipal recreation facilities located in the District of Sparwood, District of Elkford and City of Fernie.

The Parties agree that they will adhere to the below rate for the sale of the EVAP. September 1, 2016 - August 31, 2017	September 1, 2017 - August 31, 2018	September 1, 2018 - August 31, 2019	
Elk Valley Access Pass	\$361.95	\$371.00	\$380.28
Elk Valley Family Pass	\$761.95	\$781.00	\$800.52

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

Aquatic Centre (per hour)		Rate
non-profit organization renters	Local Swim Club Per Swim Lane	\$9.50
	Multipurpose Room	\$15.00
	Full Facility (guards not include)	\$125.00
	Main Pool Only	\$45.00
	Per Swim Lane	\$11.00
	Competitions	\$64.50
Commercial renters	Multipurpose Room	\$20.00
	Full Facility	\$150.00
	Main Pool Only	\$75.00
	Per Swim Lane	\$25.00
	Competitions	\$100.00
Additional Staff	Regular Rate	\$35.00
	Overtime Rates	\$70.00
Swim Lessons	30 Minute Class	\$45.00
	45 Minute Class	\$70.00
8 Classes	60 Minute Class	\$85.00
	Private ½ Hour Lesson	\$25.00
5 Classes	30 Minute Class	\$30.00
	45 Minute Class	\$45.00

Fernie Memorial Arena (per hour except where noted)		Rate
Regular Season		
Minor	Non-Prime	\$40.00
	Prime	\$60.00
	Special Event (per day)	\$600.00
Junior	Non-Prime	\$50.00
	Prime	\$65.00
	Special Event (per day)	\$640.00

	Hockey Game	\$500.00
	Hockey Game – Extra Hour	\$100.00
Adult	Non-Prime	\$75.00
	Prime	\$110.00
	Special Event (per day)	\$1100.00
Commercial Non-Local	Non-Prime	\$100.00
	Prime	\$175.00
	Vacant Ice 48 Hours Prior Non-Prime	\$80.00
	Vacant Ice 48 Hours Prior Prime	\$120.00
Fernie Memorial Arena (per hour except where noted)		Rate
Pre / Post Season		
Minor	Per Hour	\$65.00
Junior	Per Hour	\$70.00
	Hockey Game	\$570.00
Adult	Per Hour	\$125.00
Commercial Non-Local	Per Hour	\$185.00
Off Season (dry pad)		
Minor to Adult	Per Hour	\$30.00
	Per Day	\$375.00
Commercial	Per Hour	\$80.00
	Per Day	\$1000.00
Adult Liquored	Per Day	\$575.00
Annex Room Rentals		Rate

Individual and non-profit organization renters	Per Hour	\$15.00
Liquored Events	Per Game	\$50.00

Fernie Outdoor Rink		Rate
Individual and non-profit organization renters	Per Hour	\$25.00/hr
Commercial Non-Local	Per Hour	\$50.00/hr

Fernie Curling Club (per hour except where noted) Effective April 1st to October 15 th exclusively			Rate
Individual and non-profit organization renters			\$15.00/hr
Special Events, Banquets and Receptions (no liquor)	Minor & Youth	Per Hour	\$35.00
		Per Day	\$250.00
	Adult	Per Hour	\$55.00
		Per Day	\$330.00
	Commercial	Per Hour	\$75.00
		Per Day	\$650.00
Liquor Events	Adult (per day)		\$475.00
	Commercial (per day)		\$825.00

Community Centre (per hour except where noted)		Rate	
General Sport & Recreation	Minor & Youth	\$12.00	
	Adult	\$17.00	
	Commercial	\$42.00	
Special Events, Banquets and Receptions (no liquor)	Minor & Youth	Per Hour	\$35.00
		Per Day	\$325.00
	Adult	Per Hour	\$55.00
		Per Day	\$450.00
	Commercial	Per Hour	\$75.00
		Per Day	\$950.00
Liquor Events	Adult (per day)	\$650.00	
	Commercial (per day)	\$1225.00	

Community Centre (per hour except where noted)		Rate
Annex Room	Per Hour	\$5.00
	Per Day	\$30.00

Parks & Fields		Rate
Ball Fields		
Minor & Youth	Daily	\$55.00
	Team per Season (includes one tournament per league per season)	\$65.00
	Weekend Tournaments	\$150.00
Adult	Daily	\$80.00
	Team per Season (includes one tournament per league per season)	\$275.00
	Weekend Tournaments	\$325.00
Lions Pavillion		
Adult	Non-Liquored Event	No Charge

	(daily)	
	Liquored Event (daily)	\$175.00
Prentice Park Concession		
Resident		No Charge
Non-Resident	Daily	\$100.75
Rotary Park Gazebo		
Residential	Daily	No Charge
Non-Resident	Daily	\$67.25

Parks & Facility Green Spaces		Rate
Court House	Per Hour	\$6.00
	Per Day	\$30.00
City Hall	Per Hour	\$6.00
	Per Day	\$30.00
Rotary Park	Per Hour	\$15.00
	Per Day	\$75.00
Annex Park	Per Hour	\$ 15.00
	Per Day	\$75.00
James White Park	Per Hour	\$15.00
	Per Day	\$75.00

Tennis Courts		Rate
Local	Hourly	FREE
Commercial Non-Local	Hourly	\$35.00
Local Tournaments	Daily	\$75.00
Commercial Non-Local Tournaments	Daily	\$250.00

Max Turyk Community Centre		Rate
Class Room Per Hour		\$15.00
Per Day		\$90.00
Gymnasium	Per Hour Adult	\$17.00

Per Hour Minor	\$12.00
Per Hour Commercial	\$ 45.00
Per Day (No Liquor) Minor	\$250.00
Per Day (No Liquor) Adult	\$350.00

Max Turyk School Fields		Rate
Minor & Youth	Daily	\$55.00
	Team per Season (includes one tournament per league per season)	\$65.00
	Weekend Tournaments	\$150.00
Adult	Daily	\$80.00
	Team per Season (includes one tournament per league per season)	\$275.00
	Weekend Tournaments	\$325.00

Section "C" Special Event/Festival Support and Infrastructure Rates

Outdoor Festival Infrastructure (per day except where noted)			
Support/Infrastructure	Classification of Use and Rate		
	Non-Profit	Commercial	Non-Local
Portable Stage SL 100	\$495.00	\$1,650.00	\$2,000.00
Portable Stage SL 100 2 Day Rental	\$850.00	\$2250.00	\$3000.00
SL 100 - Set Up/Take Down by Certified	\$500.00 per Set Up/ Take	\$500.00 per Set Up/ Take	\$500.00 per Set Up/ Take
SL 100 – Delivery Charge	No Charge	No Charge	\$150.00/hr + .55/km
Inflatable Arch	\$50.00	\$100.00	\$125.00
Portable Small Stage	\$100.00	\$200.00	\$250.00
Portable Small Stage Delivered and set-up	\$300.00	\$350.00	\$400.00
Banquet Table (per table)	\$6.00	\$12.00	\$15.00
Stacking Chair (per chair)	\$1.75	\$3.50	\$4.38
Pony Panel	\$125.00	\$250.00	\$312.50
Portable Generator (8kw)	\$37.50	\$75.00	\$93.75
Portable Generator (2kw)	\$25.00	\$50.00	\$62.50
Crowd Control Fencing (per 8' section)	\$7.50	\$15.00	\$18.75
Extension Cords	\$1.50	\$3.00	\$3.75
Film Screen	\$50.00	\$75.00	\$80.00
Recycling Bins	FREE	\$5.00	\$5.00
Garbage Bins	\$3.00	\$4.00	\$5.00
Portable Bleachers	\$50.00	\$100.00	\$125.00
Bicycle Rack (per rack)	\$15.00	\$30.00	\$35.00
Special Events Trailer With Delivery and Pick-up	\$75.00	\$100.00	\$150.00
Note: A 30% discount will be applied to each day of a multiple day rental			

Fernie Memorial Arena Facility Conversion (per conversion except where noted)			
Conversion Type	Classification of Use and Rate		
	Non-Profit	Commercial	Non-Local
Small Conversion (Normal Operating Season)	\$3,972.37	\$7,944.74	\$9,930.93
Small Conversion (Off-Season)	\$660.00	\$1,320.00	\$1,650.00
Medium Conversion (Normal Operating Season)	\$4,632.37	\$9,264.74	\$11,580.93
Medium Conversion (Off- Season)	\$1,320.00	\$2,640.00	\$3,300.00
Large Conversion (Off-Season)	\$2,200.00	\$4,400.00	\$5,500.00
Large Conversion (Normal Operating Season)	\$5,512.37	\$11,024.74	\$13,780.93
Off-Season Daily Facility Rental Rates	\$453.50 per day	\$907.00 per day	\$1,133.75 per day
Normal Operating Season Daily Facility Rental Rates	\$768.00 per day	\$1,536.00 per day	\$1,920.00 per day

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.
- d. No duck tape or staples are to be used on any surfaces.

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 into 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 turned off, cleaned, and left free of any food particles and grease (including the grease trap) immediately after the function is complete
- j. The dishwasher shall be cleaned and left free of any food particles (food particles must be scraped 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 must be checked and spot cleaned as necessary
- n. No staples in walls or duck tape on floors whatsoever.

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 901-6th Avenue Fernie, B.C. more commonly known as the Community Centre

Lot 3, Plan 2605, District Lot 4588 located at 991-6th 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- 6th 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

Commonly known as Fernie Secondary School or Isabella Dicken Elementary 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

Community Centre

Fernie Aquatic Centre

___ Main Hockey Rink
___ Dressing Rooms
___ Annex Room
___ Lobby

___ Main Hall
___ Kitchen
___ Playschool Area
___ Upper Loft

___ Main Pool
___ Leisure Pool
___ Waterslide
___ Multi-purpose Room

Fernie Curling Club

- Main Ice Surface
- Upstairs Lobby

Max Turyk School

- Gymnasium
- Class Room
- Fields

Fernie Secondary School

- Gymnasium
- Class Room
- Fields

Isabella Dicken School

- Gymnasium
- Class Room
- Fields

City Fields and Grounds

- Dirt Jump Park
 - Aquatic Centre Grounds
 - Court House Grounds
 - Rotary Park
 - City Hall Grounds
 - Fernie Outdoor Rink
-
-

(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/senior 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 501-3rd 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

- Upstairs Lobby – 184 members in total

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 \$5,000,000.00 per occurrence, including \$5,000,000.00 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

List of Amendments

Bylaw	Amendment	Adoption Date
2370 Amend # 1	To update sections of the bylaw to include the Outdoor Rink and implement user fees for private groups wishing to rent the Outdoor Rink for their exclusive use.	2019-01-14