

POLICY NUMBER CMS-2016-01

(Revised to reflect 4.0 Cancellation Policy by Activity Type – Facility Cancellation Policy)

-Of-

THE CORPORATION OF THE COUNTY OF BRANT



**COUNTY OF BRANT
Community Services Department**

Sport Facility Allocation Policy

COUNTY OF BRANT SPORT FACILITY ALLOCATION POLICY

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PURPOSE

The goal of this policy is to promote and encourage participation in sports to the overall benefit of the communities. This Sports Facility Allocation Policy has been developed to address the current sport facility portfolio, new facility users and changing market supply of indoor year-round sports facilities.

The policies identified in this document establish and clarify the County's responsibility for all indoor/outdoor sport facility allocation, facility administration and its commitment to the management of:

- Fiscally responsible sport facility operations
- Fair and equitable allocation of rental space
- Processing of special event, tournament and seasonal permits
- Safe and accessible services for all
- Enhancement of the quality of life for all citizens

This policy will establish a procedure for allotment and conditions for rentals in order to efficiently schedule and rent time in County of Brant sports facilities.

The initial policy was approved by the County of Brant on September 6, 2005.

1.0 Definitions

1.1 Prime Time

Prime Time is defined by demand and is subject to interpretation annually. Defined hours will be set at the beginning of each season for both Ice and Turf allocation.

1.2 Fall/Winter- All Facilities

- Generally, fall to spring annually

1.3 Spring/Summer

- Brant Sports Complex ice only generally, spring to fall annually
- Fields, Turf, generally, spring to fall annually

1.4 County of Brant Programs

- Recognized as a County of Brant run programs such as public skates, PA day skates, parent & tot skating programs, men's recreational hockey leagues, soccer tots, turf sports.

1.5 Minor Groups

- Those recognized groups operated by volunteers for organized activities for youth.

1.6 Junior Groups

- Those recognized groups that operate an association junior franchise.

1.7 Adult Groups

- Those recognized groups operated by volunteers or for organized activities for adults.

1.8 Regional Minor Groups

- Those recognized groups operated by volunteers for organized activities for youth, namely, minor sports associations or groups that County of Brant residents join to participate in activities not offered within the County of Brant or adjoining Municipalities.

1.9 Private Users

- Individuals that organize activities for youth or adults for recreational purposes or sport training.

1.10 New Organizations/Emerging Sport

- An organization that currently has no established program within the County of Brant. Individuals or groups representing sanctioned sports that are developing sports opportunities. Example: Speed Skating, Pickle Ball.

2.0 Allocation Principles

- 2.1 County of Brant sports facilities shall be the only County facilities affected by this policy.
- 2.2 The authority to allocate seasonal rental time requests shall be the responsibility of the Facility Booking Office in conjunction with the applicable Parks and Facilities Manager/Supervisor.
- 2.3 Facility space is under the jurisdiction of the County of Brant and no organization, group or user has rental space reserved from year to year; however, it is a general understanding that discussions regarding rental space for the forthcoming season shall be based on the previous year's schedule, unless otherwise noted in this policy. No facility space shall be scheduled for the new season until all outstanding invoices have been paid in full. See County of Brant Recreation Facility Booking Policy CSD-2015-02.
- 2.4 Within the County of Brant sports facilities, preference for facility space shall be given as follows for the main season after being reviewed by Community Services Staff:
 - a. County of Brant Recreation Programs- Provided this does not disrupt long time user groups or regular yearly tournaments and special events
 - b. Regular yearly tournaments and special events
 - c. County of Brant minor groups
 - d. Junior Groups
 - e. Regional minor groups including County of Brant residents (participants must be registered through a minor provincial or national organization)
 - f. Adult groups
 - g. Private users
 - h. School use
 - i. New organizations/emerging sports
- 2.5 Within County of Brant facilities, preference for spring/summer ice time shall be given as follows after being reviewed by Community Services Staff:
 - a. County of Brant Recreation Programs- Provided this does not disrupt long time user groups or regular yearly tournaments and special events
 - b. Regular yearly tournaments, special events, daytime private summer camps
 - c. Requests seeking full term ice rental time - Spring/Summer Ice Late summer/early fall preparation/tryout ice for County of Brant minor and junior groups (last week of August, first two weeks of September)
 - d. County of Brant minor/youth groups
 - e. Junior Groups
 - f. Regional Minor Groups as noted above
 - g. Adult Groups

- h. Private Users
 - i. School Use
 - j. New organizations/emerging sports
- 2.6 The County of Brant ensures resident access to recreation through municipally run programs. Programs provide low cost access to recreational opportunities organized through the Operations Department. Opportunities include public skating, parent and tot skating, preschool stick and puck, shinny hockey, soccer, turf programming, etc.
- 2.7 When scheduling adult use, County of Brant based teams shall be given preference. Proof of residency may be requested by the County of Brant.
- 2.8 The County of Brant recognizes the significant positive impact that tournaments, special events and championships can provide to the community. In order to accommodate these events and minimize disruptions to regular programs and league play, a maximum of three tournaments or special events per organization will be considered. If additional requests are received beyond the limitations outlined, the final decision will be made at the discretion of the applicable Facility Manager/Supervisor.
- 2.9 Although it is recognized that a facility space distribution ratio of 50% weekday and 50% weekend is an ideal situation, it should be recognized there are exceptions to this rule and this will be one of the factors considered by Facility Booking Staff when allocating ice to Minor, Junior and Adult organizations.
- 2.10 No organization will dominate a specific block to the detriment of another organization. All organizations will share equally in the distribution of early and late prime-time hours of facility use.
- 2.11 Fall/Winter sport facility use will be allocated separately from Spring/Summer. Demand for ice will dictate the number of operational weeks of Spring/Summer ice at the Brant Sports Complex.
- 2.12 New rental groups may request to sign a modifiable contract for the first two seasons of operation in order to establish the regular contract hours needed during the season. The contract will be booked for the season, with the last half being deemed tentative until the hours needed is confirmed by participants.

3.0 Procedure for Scheduling Sport Facility Times

- 3.1 All potential users of the County of Brant recreational facilities shall be required to submit sport facility use and special events request forms to the Facility Booking Administrator.

- 3.2 A weekly schedule and special events schedule shall be prepared from the requests that were received. If conflicts cannot be resolved or there are significant changes requested, a seasonal Community User Group Meeting will be held to present the draft schedule to the users. Final negotiations will occur at the meeting to finalize the upcoming seasonal schedule. A Final Schedule will be circulated to all groups within one month following the meeting. Permits will be issued thereafter.
- 3.3 Any unresolved conflicts arising from the schedule shall be reviewed by the Director of Facilities and Parks and the General Manager of Operations. Each group involved with the sport facility request conflict will submit, in writing, to the Director the rationale for their ice time requirement. The following factors may also guide the final decision:
- User group historical use allocation
 - The degree in which the user group's time request has been met, apart from the conflict
 - The type and age of the user group as it relates to the period of time in conflict
 - Sport(s) requirements of the groups involved. This would include requirements of governing sport bodies and logistics involved with the sport(s)
 - Other applicable County of Brant policies and practices.

4.0 Cancellation Policy by Activity Type

4.1 Ice / Floor Rentals

- 4.1.1 All groups will be charged a \$15.00 administration fee (after the October 1 deadline) for **every hour** cancelled in their contract Example: If 6-10 pm is booked and 8-10 pm is cancelled a fee of \$30.00 will be applied \$15 x 2 hours. In the case of adverse weather conditions, ice may be cancelled with no penalty.

In addition to the above information, for the period of October 1 – February 15 of each fall/winter season, Minor, Junior and Regional groups will be charged 50% of their rental time costs for any rental time cancelled, unless it can be re-sold.

- 4.1.2 Groups other than Minor and Junior groups are allowed a 5% return of rental time for the season based on contracted hours for the season. Example: 1 hour for every 20 hours booked). This also applies to all groups for spring/summer ice time. Groups/organizations will be charged 100% of the ice time costs for any further ice time cancelled unless it can be re-sold.
- 4.1.3 All groups renting floors will be charged a \$15.00 cancellation administration fee for **every hour** cancelled.

4.1.4 No cancellations are permitted for ice booked at reduced rates. Example: last minute ice bookings.

4.2 Banquet Hall Rentals and Meeting Rooms

4.2.1 All deposits for Banquet Halls are non-refundable (\$150). Rentals will be permitted to cancel if notice is received 30 days prior to the rental date. All fees paid, less the \$150 deposit will be refunded.

Should written notice be received less than 30 days, no fees will be refunded.

4.2.2 Meeting room rentals may cancel any date if written notice is received 2 or more days in advance. A \$15 cancellation fee will be applied. Meeting room rentals can transfer dates at no charge.

4.2.3 Meeting room cancellation requests received less than 2 days in advance will not receive any refund.

4.3 Fields / Beach Volleyball Courts

4.3.1 Rental cancellations due to inclement weather will be re-scheduled or a credit will be put on account to be reconciled at the end of the season.

4.3.2 A \$15 cancellation fee will be applied for every 1 – 10 time slot cancellations in a regular or post season for each organization including practices and games. Example - 11 – 20 cancellation - \$30 cancellation fee.

4.3.3 Cancelled regular or post season dates must be submitted a minimum of 2 days prior to the rental date.

4.3.4 From July 15th, Field User groups are able to turn back rental time specific to their association needs when teams are fully eliminated from playoffs or league play. The cancellation fee will apply as listed in 4.3.2. This will be at the discretion of the Director responsible for the Sport Facility Allocation Policy.

4.4 Picnic Shelters / Amphitheatre

4.4.1 Rentals cancelled due to inclement weather may be re-scheduled to another date based on availability, free of charge.

4.4.2 Rentals will be permitted to cancel the permit if notice is received 30 days prior to the rental date. A \$15 cancellation administration fee will be charged.

4.4.3 Rental cancellation requests received less than 30 days will not receive any refund.

4.4.4 A \$15 cancellation fee will apply for daily rentals at the Amphitheatre.

4.5 Indoor Turf

- 4.5.1 Groups other than Minor and Junior groups are allowed a 5% return of rental time for the season based on contracted hours for the season. Example: 1 hour for every 20 hours booked. This also applies to all groups for spring/summer turf time. Groups/organizations will be charged 100% of the turf rental fees for any further turf time cancelled unless it can be re-sold.
- 4.5.2 All groups will be charged a \$15.00 administration fee (after the October 15 deadline) for **every hour** cancelled in their contract. In the case of adverse weather conditions, turf may be cancelled with no penalty.

In addition to the above information, for the period of October 15 – March 31 of each fall/winter season, Minor, Junior and Regional groups will be charged 50% of their rental time costs for any rental time cancelled, unless it can be re-sold.

4.6 Pool Rentals

- 4.6.1 All rentals will be charged a \$15.00 cancellation administration fee to cancel a pool rental.
- 4.6.2 If the rental is cancelled due to rain, thunder or lightening, an opportunity to re-schedule will be offered at no charge.

4.7 Tournaments / Special Events

- 4.7.1 Indoor Tournaments will be charged 50% for any facility rentals including room bookings that are cancelled, in whole or in part, once the booking has been confirmed, unless it can be re-sold. If the cancellation notices, in whole or in part, is less than 30 days prior to the tournament, 50% of the rental fees will be charged regardless of whether it is resold.
- 4.7.2 Outdoor Tournaments will be charged 25% for any facility rentals including shelter bookings that are cancelled, in whole or in part, once the booking has been confirmed, unless it can be re-sold. If the tournament is cancelled 60 days or more in advance, a cancellation fee of \$15 will apply for each field/court/shelter booked. If the cancellation notices, in whole or in part, is less than 14 days prior to the tournament, 50% of the rental fees will be charged regardless of whether it is resold. If a tournament schedule is adjusted due to inclement weather, the time slots will be refunded in full once confirmed by staff.
- 4.7.3 Special Event rentals will be charged 25% for any facility rentals that are cancelled in whole or in part, once the booking has been confirmed. If the event is cancelled 60 days or more in advance, a cancellation fee of \$15 will apply. If an event is cancelled due to inclement weather, an opportunity to re-schedule will be offered at no charge.

4.8 Gymnasium Rentals

- 4.8.1 All rentals will be charged a \$15.00 administration fee to cancel a one- time gym rental.
- 4.8.2 All groups with multiple rentals will be charge a minimum \$15.00 administration fee or 15% of their total rental contract.

5.0 General Terms and Conditions – Sport Facility Rental Contracts

- 5.1 In order for the specific Parks and Facility Manager/Supervisor(s) and the Facility Booking staff to effectively serve their customers, all organizations/groups are asked to elect no more than two representatives to serve as liaison between the County of Brant and their group. All communications between the group and the County of Brant should, at all times, be channeled through each group's representatives.
- 5.2 All groups/organizations/individuals renting facilities on a weekly basis at County of Brant sports facilities shall be required to sign a Sport Rental Contract outlining the conditions of their rental permits.
- 5.3 A copy of the organization's Certificate of Insurance shall be submitted annually. Insurance may be purchased through the County of Brant.
- 5.4 A one-hour ice rental is based on fifty (50) minutes of ice time and ten (10) minutes for ice maintenance. Groups causing damage to the ice surface shall have their ice time reduced to accommodate the necessary repair work by maintenance staff.

A one-hour turf rental is based on fifty-five (55) minutes of turf time and five (5) minutes for maintenance switchover. Groups causing damage to the turf surface shall have their turf time reduced to accommodate the necessary repair work by maintenance staff.

Sports Field rentals are per game and may range from 1-3 hour bookings.

Beach Volleyball court rental is based on 55 minutes, with 5 minutes for grooming.

- 5.5 All groups/organizations/individuals renting ice will ensure that no one shall be on the ice during the operation of the ice-resurfacing machine and shall remain off the ice until the maintenance staff is off the ice and the gate is closed. Continued infractions may result in the group/organization/ individual's ice contract being suspended for two weeks for a first infraction, one month for a second infraction and ice cancellation for the balance of the year and possibly the following year. This is outlined in the County of Brant's Respect & Responsibility Policy CSD-2015-01.

- 5.6 User groups/organizations/individuals participating in illegal activities or behavior not permitted in the facilities shall receive a warning letter for their first infraction; have their contract suspended for 2 weeks for the second infraction; have their contract suspended for one (1) year for a third infraction. All levels of discipline will be kept on file for one year from the date of the infraction. Continuing infractions will lead to the refusal of further contract applications.
- 5.7 The County of Brant shall not be responsible for any lost or stolen goods or money, whether from a dressing room or elsewhere in the facility. It is the responsibility of the groups/organizations/individuals to get a key for their assigned room and to ensure that the dressing room door is locked or supervised while they are on the using the facility.
- 5.8 The renting group shall be responsible for all damages caused to the building, grounds, chattels and equipment belonging to the County of Brant, as a result of malicious damage or acts of vandalism as may have been committed by members of the group before or after the rental period. Any repairs that are required as a result of damages will be invoiced to, and be the responsibility of, the renting group/organization/individual and must be paid in full. Failure to pay the invoice will result in their ice contract being suspended until paid. Frequent damages by any group/ organization/individual shall result in having their renting privileges revoked.
- 5.9 To encourage appropriate behaviour and activities and to promote a safe and positive atmosphere, it shall be understood that the group/ organization/individual that rents the County of Brant sports facilities must take primary responsibility for the behaviour and actions of all persons associated with their program or event.
- 5.10 Depending on circumstances, the County shall require the group/organization/ individual to engage paid security or take other agreed- upon action to ensure appropriate security for the duration of a scheduled event.
- 5.11 The user group/organization shall ensure that dressing rooms are vacated within thirty (30) minutes after the end of the rental. The group/ organization further ensure that the dressing room(s) shall be left in a clean condition. Groups/organizations that continue not to vacate or leave the dressing room in a clean condition after their rental period will result in the user group's contract being suspended as per conditions in 5.5.
- 5.12 Electronic devices with cameras shall not be used in dressing rooms, washrooms or shower areas. Individuals wishing to video tape activities within the facility should contact the Facility staff prior to commencement. Please note some County facilities and grounds are under surveillance for security purposes.

- 5.13 In order to maintain the efficient scheduling of maintenance staff, ice resurfacing and to ensure accurate communication of pad and room assignments to participants, the County of Brant requires that all groups supply ice use schedules and floor requirements prior to the ice season commencing.

Any schedule changes should be forwarded to the specific facility as soon as possible upon the confirmation of the schedule change.

The County of Brant reserves the right to accept or modify ice resurfacing requests to ensure the achievement of operational efficiencies and pad coordination. Special resurfacing for any reason need to be discussed with the applicable Parks and Facility Manager/Supervisor(s) in advance to see if the request can be accommodated.

- 5.14 The County of Brant reserves the right to curfew any games to maintain the schedule submitted. It is the responsibility of the user groups to inform the specific Parks and Facility Manager/Supervisor(s) or representative of any special requirements regarding curfews at the time the schedules are submitted.

Tournament organizers should build in additional time to accommodate any delays during the tournament time block due to unforeseen circumstances.

6.0 Rental Fees

- 6.1 All groups/organizations/individuals renting facilities in the County of Brant arenas shall be charged the applicable rate in the Fees and Charges By-law as approved by Council. Rate increases become effective on April 1st.

- 6.2 The County of Brant sports facilities shall generally be closed to the public, annually, on Labour Day, Thanksgiving Day, Christmas Day, Boxing Day, New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day and Civic Holiday unless otherwise directed. On Christmas Eve and New Year's Eve, facilities will be closed at 12 noon and rentals limited to booking no later than 11:00 a.m.

Rentals approved by Parks and Facilities Manager/Supervisor(s) and if applicable staff resources can be scheduled, which are held on a statutory holiday or on holidays declared by Council of the Corporation of the County of Brant shall be charged the approved hourly ice time rate **plus** a surcharge of 45% of the applicable rental rate.

- 6.3 Any group that has an outstanding balance for rental fees prior to the start of a new season shall not be allowed any rental time until the account balance is paid in full or other payment arrangements have been made with the Director of Facilities and Parks.

- 6.4 Any group with a documented history of poor payment, history of regular cancellations or “no-shows”, will have their rental time request(s) reviewed and may either be pre-empted by other groups with a proven record and/or have their current/requested rental time allotment reduced.
- 6.5 Any balance outstanding beyond thirty days from the date of billing may be assessed a late payment charge, at a maximum amount of 15% per annum or 1.25% per month charged on the first day of default and on the first day of each calendar month that the principle remains unpaid. Any outstanding account balance that has reached the (90) day notice and has had two letters sent to date will be required to be paid in full before another booking request can be processed. If financial hardship has been identified, user can request to be a delegation at Council for account balance review. Accounts after (90) days will become frozen. Once an account has reach (120) days the account may be sent for collection or added to property taxes.
- 6.6 It is recognized that from time to time, the Grand Erie District School Board and the Brant-Haldimand-Norfolk Catholic District School Board and the municipality may exchange the use of facilities. The use and availability of sports facilities may be subject to conditions outlined in the Fees Schedule, and joint use agreements with the respective Boards of Education and this sport facility allocation policy.

7.0 Tournaments and Special Events

- 7.1 Tournament and special events must submit their tournament playing schedules to the Facility Booking office fourteen (14) days prior to the tournament.
- 7.2 The tournament or special events chairperson or designate shall meet with the specific Parks and Facility Manager/Supervisor(s), or their designate, five (5) days before the tournament to ensure the facility use details are arranged and to ensure that information on needs are known.
- 7.3 For all ice/turf tournaments or special events held October 1st through to March 31st rental time will commence no later than 8:00 a.m. on Saturday and Sunday. For tournaments held outside the above months, time will be coordinated with the Facility Booking Administrator to best suit tournament and staff schedules.

8.0. Policy Review

- 8.1 That the annual review would be undertaken by staff, with any recommended changes being presented for Committee and Council’s consideration.