

DISTRICT OF FORT ST. JAMES
POLICY AND PROCEDURE MANUAL

POLICY GROUP:	Building & Property
POLICY#:	3.1
SUBJECT:	ARENA USE POLICY
ADOPTED:	2001
REVISED:	May 25 th 2016 (Resolution No. 2016-10-08) Nov 23 rd 2016 (Resolution No. 2016-20-06)
ADMINISTERED BY:	Administration

Objective: To provide guidelines for public use of the Fort Forum Arena.

Policy: The arena facility will be made available for public and private use year-round at the discretion of the Arena Manager and the Public Works Superintendent.

Procedures:

Rates:

The rates charged for rental of the facility are outlined in the current “Administrative Fees and Charges” Bylaw.

Rental Agreements:

All users of the arena must enter into an agreement with the District of Fort St. James prior to using the facility.

User groups who wish to use the Arena on a regular basis must agree to and sign the “Licence to Use or Occupy” (Schedule “B”), and provide proof of adequate insurance (minimum \$2 million liability). The licence sets out basic requirements for supervision, insurance, security, etc., and provides an indemnification clause.

All short term/occasional users must agree to and sign the Agreement for Rental of Municipal Facilities (Schedule “C”) and provide proof of adequate insurance; their home owner insurance may provide adequate liability coverage. The liability requirement is \$1.0 million as this is the most frequent amount under a home owner’s policy.

Ice Facility Use

The ice season generally begins in late September and ends in early March. The dates of opening and closing are determined annually by the Public Works Superintendent.

Arena ice times will be allocated pursuant to the Arena Ice Allocation Policy.

Dry Floor Events

The arena facility may be booked for special events outside the ice season (e.g., for receptions, trade shows) upon approval of the Public Works Superintendent. There is a refundable security deposit required in advance.

Renters of the facility are responsible for general clean-up of the facility such as removal of tables and chairs, clean-up of refuse. The District of Fort St. James shall do all final janitorial work in the facility.

Dry Floor Sports

The arena facility may be booked for sports outside the ice season (e.g., for roller blading, lacrosse). Adult supervision is mandatory for minors. Summer sports events will be booked through the District Office and approved by the Public Works Superintendent.

Announcer/Music Room

The announcer/music room and PA system will be available for use only when authorized by the Arena Manager or the Public Works Superintendent.

Occupancy/Arena Seating

1. Maximum 740 chairs on ice surface or dry floor.
2. Maximum 255 seats in the bleachers.
3. Any decorating must be cleared with Fire Department first.

Any questions should be directed to the Public Works Superintendent or the Arena Manager.

Arena Rules

All arena rules contained in “Schedule A-1” must be obeyed by all persons within the arena, regardless of whether they are participants or spectators.

For family skate, the Family Skating Rules (Schedule “A-2”) must be displayed for each session and enforced by the ice supervisor.

Rules must be enforced uniformly and fairly for everyone.

POLICY NO. 3.1

SCHEDULE “A-1”

ARENA RULES

“Superintendent” means the Public Works Superintendent of the District of Fort St. James.

1. Use of tobacco products (including chewing tobacco), vapour products, alcohol* or illegal drugs is prohibited in the arena.
2. Abusive language, rough play and willful damage to the premises will not be tolerated.
3. All shelled snacks may not be consumed in the arena.
4. Children must be supervised at all times.
5. No one is permitted on the ice surface unless they are wearing skates, except with permission from arena staff.
6. Dressing rooms must be kept clean.
7. Dressing rooms are available for a maximum of 45 minutes after games or practices.
8. Arena staff may require a person who violates any of the above rules to leave the arena immediately.
9. RCMP will be called for alcohol or drug-related offences, violence, or if a person refuses to leave the arena when required.
10. At the discretion of the superintendent, a person or team violating any of the rules may be suspended from using/attending the arena for a minimum of two weeks. All suspensions will be given verbally by the superintendent and recorded in writing.
11. Security must be provided by the sponsoring organization if attendance at a game, practice or other event will be 100 or more persons. The following schedule will apply:
 - 100 to 300 persons: 2 security personnel
 - 301 or more persons: 4 security personnelSecurity personnel must be plainly visible to the spectators and must wear a vest approved by the superintendent. The superintendent may require security at any event regardless of forecasted attendance.
12. The District of Fort St. James is not responsible for any loss or damage to personal property.
13. The office telephone is for staff only.

*Alcohol is permitted only for licenced events, please see Schedule “B”.

POLICY NO. 3.1 SCHEDULE

“A-2a” FAMILY SKATING

RULES

1. Young children (10 under) must be accompanied by an adult at all times no more than 4 children per adult
2. Helmets are recommended for all skaters
3. No rough play
4. No abusive language/swearing
5. No more than 100 participants on ice
6. Do not damage the ice surface or any part of the arena facility
7. No eating or drinking on the ice surface
8. Skates are required on the ice surface
9. Any toys, devices, or other items to be brought onto the ice surface (other than standard equipment for your sport) must be pre-approved by arena staff, coach or ice supervisor
10. Violators of any rules will be required to leave ice surface and/or Fort Forum facility

POLICY NO. 3.1

SCHEDULE “A-2b”

FAMILY SKATING PROCEDURES

Volunteer’s shifts are as follows:

Friday/Sunday

Cash	15 minutes before, 30 minutes to end \$3 general admission, 5 and under 65 over skate free
Supervision	Full 1h 30 minutes

It doesn't have to be the same person (or even the same club) for all roles/shifts, but it is preferred. The District will pay \$110 for each weekend, which can be divided up if necessary.

Procedures

Ice Supervisors (recommended to have 2 adult supervisors):

- Put on your skates and a hi-vis vest (provided).
- Skate with the participants to keep an eye on things or help if any problems.
- Enforce the rules (posted on notice board in the lobby, copies in cash box)
- If you require assistance Arena attendant can be notified
- Last resort notify RCMP

Cashier:

- Arrive at the shift start times shown above (15 minutes before the scheduled ice time)
- Ask the attendant for the supplies: Cash box, vests, etc.
- Put on a vest.
- Set up a table near the entrance for taking cash.
- Count the float, should be \$175.00 on Friday. Write down if it is not correct.
- Set out stamp pad and table tent with prices (\$3 for everybody except 5 and under or 65 and over, who are free).
- Take payments, give change and stamp hands.
- Record the number of participants (paid and free).
- Help tie skates if asked, but lock the cash box.
- Stay until the time shown above for your shift to keep an eye on behavior in the foyer.
- Near end of session on Sunday, count the cash and record the proceeds; separate proceeds from float in an envelope with the tally sheet.
- Give cashbox and supplies to arena attendant before leaving the arena on Sunday, or deliver to the district office on the following Monday.

District of Fort St. James Policy No. 3.1, Schedule "B"
License to Use or Occupy the Arena

(User Groups)

THIS LICENCE ISSUED THE _____ day of _____, 20____

TO:

(The "Lessee")

WHEREAS the District of Fort St. James (the "Lessor") is the owner of the building and appurtenant grounds described as Lot 1, Plan 12398, District Lot 1267 located at 300 Stuart Drive East and more commonly known as Fort St. James Arena;

AND WHEREAS the Lessee has applied for a Licence to use and occupy those portions of the facility known as the Arena (hereinafter called the "Premises");

NOW THEREFORE in consideration of the covenants, rents, conditions and agreements to be performed and observed by the Lessee:

1. The Lessor hereby grants to the Lessee a Licence to use and occupy the Premises for the sole purpose of _____
2. The Lessee shall use only those Premises named in this Licence.
3. The Lessee shall ensure that all attendees adhere strictly to all rules and regulations posted and/or included in this Licence and to advise all attendees accordingly. Failure to adhere to, or comply with said rules and regulations may result in the termination of this Licence without refund of any fees paid, and may include invoicing of penalties and/or additional costs incurred by the Lessor.
4. The Lessee shall exercise the greatest care in the use and occupation of the 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 Premises.
5. The Lessee shall immediately report any damages to the Premises to the Public Works Superintendent or the Arena Manager.

6. The Lessee shall be responsible legally, financially and otherwise for any damages to the Premises as a result of the use and occupation thereof under this Licence. Said damages to be paid firstly by the Lessee and/or their insurer.
7. The Lessee shall not permit any other person, group or organization not named in this Licence to use or occupy the Premises without authorization from the Lessor. Authorization granted by the Lessor shall be attached to this Licence prior to any use or occupation of the Premises by any other person, group or organization.
8. The Lessee shall, at its own expense, within 24 hours of the expiration of the use and occupation of the Premises, return the Premises to the condition that the Premises were in prior to the Lessee's use and occupation.
9. The Lessee shall be responsible for providing adequate security, including any costs for providing adequate security, for the use and occupation of the Premises, including, but not limited to, persons at the door, off duty police, auxiliary fire fighters or other personnel deemed necessary by the Lessee for the protection of the public, property of the public and property of the Lessor. The Lessor reserves the right to require that the Lessee provide a higher level of security than that deemed adequate by the Lessee. The Lessee shall be responsible for any additional costs of security.
10. The Lessee shall, prior to the use and occupation of the Premises, pay at the request of the Lessor, a damage deposit of NIL, as security for any damages which may occur to the Premises as a result of the use and occupation authorized under this Licence. Should such damage deposit, or any balance thereof not be used, it shall be refunded to the Lessee. Should such damage deposit be insufficient, the Lessee will reimburse the Lessor immediately upon written notice from the Lessor.
11. Serving and/or consumption of alcohol in or on any portion of the Premises is prohibited unless expressly approved by the Lessor and with a valid permit obtained under the Liquor Control and Licensing Act. If the Lessee intends to serve alcohol, the Lessee must read the District of Fort St. James Municipal Alcohol Policy and sign a license holder agreement that signifies a clear understanding of the conditions required by the policy and will produce the insurance and licensing documents indicated in the policy.
12. The Lessee shall contact the Public Works Superintendent at 250-996-7161, Arena Manager at 250-996-7600 or the Municipal Office at 250-996-8233 to cancel any booking. The Lessee will make every reasonable attempt to provide a minimum of 7 days notice of cancellation to the Lessee.
13. The Lessee understands and agrees that the License may be revoked or cancelled, at any time, with or without cause, by the Lessor. The Lessor will make every reasonable attempt to provide a minimum of 7 days notice of cancellation to the Lessee.
14. The term of this License shall be from _____ to

15. In consideration of the use and occupancy of the Premises the Lessee shall pay a License Fee as per the current Arena Rates Policy as amended from time to time.
16. The Lessee agrees that it is the sole responsibility of the Lessee to determine the suitability of the Premises for its intended use and occupancy.
17. The Lessee agrees that before commencing use of the Premises, the Lessee shall on each occasion, before use and occupation, inspect the Premises and equipment, and shall forthwith notify the Public Works Superintendent of any condition that may render the Premises or equipment unsafe for use.
18. The Lessee may be permitted access to the Premises prior to the function or event authorized herein subject to the approval of the Public Works Superintendent.
19. The Lessee agrees that it will indemnify and save harmless the Lessor and its officers, employees, 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 Premises, save that this Applicant will be under no obligation to indemnify and save harmless the Lessor against or in respect of any damages or judgment rendered against the Lessor resulting from or arising out of any negligence or fault on the part of the Lessor 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 Lessor.
20. Prior to the granting of this License the Lessee shall obtain and maintain comprehensive general liability insurance including, without limitation, coverage for the indemnity provided herein, on terms satisfactory to the Lessor. The Lessor shall be included as named insured.
21. Such policy shall be written on a comprehensive basis with inclusive limits of not less than \$2,000,000 per occurrence, including \$2,000,000 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 Lessor may require from time to time. The policy shall contain a clause providing that the insurer will give the Lessor thirty (30) days prior written notice in the event of cancellation or material change. The Lessee shall provide the Lessor with evidence of such insurance coverage in the form of an executed copy of a Certificate of Insurance in a form satisfactory to the Lessor ten (10) days prior to the granting of this License.
22. It shall be the sole responsibility of the Lessee to determine what additional insurance coverage, if any, including but not limited to Worker's Compensation and Participants Insurance, are necessary and advisable for its own protection and/or to fulfill its obligations under this License. Any such additional insurance shall be maintained and provided at the sole expense of the Lessee.
23. The Lessee shall not do, suffer or permit to be done any act or thing upon or above the 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.

24. The Lessee 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 Premises and any furniture, equipment, supplies, materials, or articles located therein.
25. The Lessee, its employees, agents, servants, or workers and/or volunteers shall not be deemed to be employees, agents, servants or workers and/or volunteers of the Lessor.
26. The Lessee warrants and represents that if he/she signs this License on behalf of a group or organization, the Lessee has sufficient power, authority and capacity to bind the group or organization with their signature.

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

Signature of Applicant

Signature of Witness

Name of Applicant/Group

Name of Witness

Address of Applicant/Group

Telephone No.

Signature of Authorized Municipal Officer

Date