

**COMMUNITY RECREATION POLICY**

Effective Date:  October 13, 2020	Authorized By:  Council – Regular Meeting	Replaces: March 12, 2019 January 13, 2015 November 12, 2013 January 22, 2013 October 25, 2011 September 20, 2011 May 10, 2011 January 18, 2011 November 24, 2009 March 9, 2004 February 24, 2004 Sept. 9, 2003 Nov. 13, 2001
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Please see attached.

Rates and charges are detailed in Parks and Recreation Fees and Charges Bylaw as amended from time to time.

# The Corporation of the District of Peachland

## COMMUNITY RECREATION POLICY

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### Policy:

1. That Recreation Fees and Charges schedules are reviewed, updated and approved by District Council at least every three years in relation to actual operating costs and market comparisons. All new/extraordinary items are approved by District council as required;
2. The District of Peachland has determined that its fees and charges shall reflect:
  - a. The degree to which the program or service contributes to the District's overall goals and objectives;
  - b. That all programs and services are evaluated by staff annually in relation to actual operating costs and that the success of a program or service will be determined in relation to the District of Peachland objectives; and
  - c. That evaluations will reflect the degree to which the program or service has contributed to the spirit, character and culture of the community and District.
3. Staff does not have the ability to waive or otherwise alter fees and charges. All requests for fee reduction or exemption must be presented and approved annually as per the Civic Grants Policy FIN-025;
4. In the event of a change to fees and charges, the approved rate at the time of facility use will prevail;
5. The public should have adequate advanced notice of increases to the fees and charges rates in order to allow them time to adjust registration fees or fundraising activities to accommodate the increases;
6. The Director of Community Services will be permitted to approve admission or program fees of a special nature on an occasional basis to promote or market the use of facilities or services by the public;
7. Charges outside of the District of Peachland's authority are the responsibility of the user (e.g. insurance, food and beverage licensing, electrical permits, SOCAN, etc.)

### Priorities:

1. The District encourages the development of special events to contribute to a feeling of community identity and spirit;
2. The District recognizes that local recreation groups and agencies contribute to the quality of life in Peachland through their various efforts and supports groups through access to community facilities;
3. The District recognizes the health and wellness benefits of sports and encourages sporting groups to hold events in the community and will give consideration to capital improvements;
4. The District supports artistic groups and encourages partnership agreements to improve facilities. Donation of time and costs to improve facilities will be considered towards payment of rental fees;
5. The District encourages partnership with community groups as well as the entire community in stewardship for the respect and care of natural areas and development of future parks;
6. The District is committed to providing opportunities that:
  - a. Encourage participation in opportunities that will integrate age groups and special needs groups;
  - b. Encourage families to participate in recreation activities;
  - c. Promote individual health, fitness and wellness;
  - d. Promote social interaction, foster motor development and growth;

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- e. Promote basic skill development to form the basis of enjoyment of lifetime leisure activities, contribute to the entire motor and physical development and provides a social setting in which social, moral and emotional growth can be fostered;
  - f. Promote advanced skill development or connect the community to other opportunities;
  - g. Promote activities for youth that enhance positive social, emotional, moral principle and convictions, educational opportunities and life leadership skills;
  - h. Promote activities for adults and seniors that enhance well-being including social, health and fitness and educational opportunities that stimulate participation in the community as a whole; and
  - i. Promote outdoor education.
7. The District recognizes that communication and dissemination of information is crucial to ensure that all residents are aware of the availability of recreation opportunities and events in the community.

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This policy has been divided into the following Divisions:

Division 1	Definitions and Interpretations
Division 2	Admission to Facilities
Division 3	Program Fees
Division 4	Low Cost Recreation
Division 5	Refunds or Credits
Division 6	Rental of Equipment/Special Services
Division 7	Rental of Recreation Facilities
Division 8	Liability Insurance for Facility Rentals
Division 9	Damage Deposits
Division 10	Assignment of Rental Fees/Subsidies
Division 11	Gratis Use/Fee Waiver
Division 12	Facility Allocation
Division 13	Booking Cancellation
Division 14	Appeals Mechanism
Division 15	Alcohol Policy
Division 16	Food, Beverage and Retail
Division 17	Service Fees
Division 18	Electronic Sign
Division 19	Event Staging/Planning
Division 20	Recreation Programs – Aquatic Events
Division 21	Liability Insurance for Community Program Contractors
Division 22	Fitness Membership Holds

### DIVISION 1 - Definitions and Interpretations

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For the purposes of this by-law, the following definitions will be used:

**Adult** – Any person 19 years of age and over.

**Charitable Organization** – Any organization that can provide proof of registration number and CRA number.

**Child/Youth** – Any person up to and including the age of 18.

**Commercial** – Any group whose objective is to gain profit for its owners or an admission charge or fee is collected with the majority of funds being directed to an organization other than a non-profit organization.

**Community Program Contractors** – Contractors that provide art, culture, sport and recreation programs on behalf of the District of Peachland

**Council** – The Council of the District of Peachland.

**District Persons** – Elected officials, officers, employees, servants, and agents.

**Facility** – Includes any building, or other land improvement including, but not limited to, recreation centres, parks and sports fields, sports courts, ball diamonds, gymnasiums, picnic shelters, and other recreation facilities located on any land which the District owns or controls by means of a lease, license or other legal instrument, that is intended for the athletic, social, cultural or recreational use by members of or visitors to the community.

**Family** – A parent(s)/guardian(s) and his or her child(ren) 18 years of age and under.

**Licensee**- The signatory on the “*License to Use or Occupy*” agreement who has sufficient power, authority and capacity to bind the License with his/her signature.

**License to Use or Occupy** - The invoice/rental agreement issued pursuant to this policy and bylaw for the use of a facility or portion thereof (shall hereby be referred to as the *User Agreement*).

**Non-Profit** – Any organization registered under the Societies Act or so designated by Council. The group shall meet all the following criteria:

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- Membership of the group is open and available to Peachland residents.
- The purpose and practices of the group are not contrary to the BC Human Right Act; or the group is not involved in the promotion of unlawful activities.
- The purpose of the group shall enrich the lives of the residents of Peachland.

**Public** – District of Peachland or other government sponsored recreational and educational programs.

**Private** – Any individual or group not otherwise designated that is booking a facility for the purposes of a private function.

**Senior** – Age 65 and over

**User Group** – Any organization that is issued a License to Use or Occupy Agreement.

### DIVISION 2 – Admission to Facilities

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1. Admission rates will be charged for public sessions, public gymnasium, public fitness rooms and indoor sport use. Fees should be reviewed in accordance with this bylaw and compared to current rates for comparable services in the public and private sectors.
2. Participants must pay at point of entry.
3. During regular operating hours when the gymnasium or banquet room is not being used by the District or by a rental, the facility may be used by individuals for \$1.00/person/hour on a first come first serve basis and at the discretion of the Recreation Department.
4. A person with a disability will pay the same rate as others in their age group. An assistant to a person with a disability, where required for participation, is admitted for FREE.

### DIVISION 3 – Program Fees

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1. That basic registration or drop-in fees shall be structured, at minimum, to recover the program costs (costs of the instructor; expendable/consumable materials; extraordinary costs) and the facility utilized (calculated as per the Fees and Charges Bylaw).
2. Participants must pay at time of registration.
3. Where a participant is unable to attend for personal or medical reasons, a prorated refund will be made. Advanced notice is required. Exceptions may apply for medical reasons - a doctor's note will be required.
4. Should the District cancel a program, a refund will be processed (see Division 5).
5. Staff may specify notice required for withdrawal from a program for a full refund where financial commitments to run the program are required.

### DIVISION 4 – Low Cost Recreation

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The District is committed to developing partnerships and strategies to address access barriers for the residents of Peachland. Seasonally, Recreation staff will ensure that there is either a free or low cost (\$1/visit or \$10/quarter) non-instructional drop-in opportunity for each demographic including:

- Children/Youth
- Families
- Adults/Seniors

This initiative allows for the promotion of recreation access, getting many of the children/youth, adult/seniors and families involved in proactive recreation and social programs that will assist their daily living, social development, and quality of life which can lead to a healthier community.

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### DIVISION 5 – Program and Fitness Membership Refunds

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1. A full refund will be provided, at the discretion of the Director of Community Services, where a participant is not satisfied with the service provided.
2. When a program or service has been cancelled, a prorated refund will be provided.
3. When a participant has withdrawn for personal reasons, a prorated refund with an administration charge of 20% of the program/membership fee will be provided.
4. Administration charges do not apply for withdrawal for medical reasons. A medical statement must be provided.

### DIVISION 6 – Rental of Equipment/Special Services

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1. A rental fee will be charged for the provision of such equipment and supplies as may be deemed rentable.
2. Fees to be set at market value.
3. The District can provide special services to local groups and organizations on a cost recovery basis if it does not disrupt the routine operation of the District.
4. For all events requiring use of the portable sound systems, the District requires that a professional sound technician, approved by the Director of Community Services, be present.

### DIVISION 7 - Rental of Parks and Recreation Facilities

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1. All bookings will be placed on a License to Use or Occupy agreement, whether or not a fee is involved, and the form must be completed, signed and returned with any applicable paperwork prior to the time of the event. Organizations being provided with “*Gratis*”, or rent free usage of a facility must also sign a user agreement in the usual manner.
2. Payment
  - a. Commercial, Private, non-Peachland non-profit organizations and Peachland non-profit organizations single rental, rental fees must be paid at time of booking and approval of the User Agreement;
  - b. Peachland non-profit organizations with ongoing seasonal rentals, fees must be paid within seven (7) days of the first meeting;
  - c. The District of Peachland reserves the right to demand prior payment of any charges at the time the User Agreement is signed.
3. General conditions will be reviewed annually with the Municipal Insurance Association (MIA) and updated in the User Agreements. General conditions must include:
  - Parties to the agreement;
  - Time period;
  - Intended use of the premises;
  - Identification of property to be used;
  - Insurance requirement (Minimum \$2 Million liability) including the District listed as “additional insured”;
  - Indemnification/save harmless clause; and
  - Facility/Booking specific costs and conditions.
4. The Applicant shall observe, perform and comply with the requirements of every applicable by-law, statute, regulation or ordinance and with every applicable regulation or order with respect to the condition, maintenance, use or occupation of the facility and any furniture, equipment, supplies, materials or articles.
5. Clean up Charge: All renters are responsible for cleaning up after use. A janitorial service is available. Clean-up charge will be deducted from the damage deposit as per the Fees and Charges bylaw.
6. Any changes to User Agreements must be made in writing and a “License to Use or Occupy” amendment signed by both the Licensee and a Signatory on behalf of the District.

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7. Rental of the Peachland Pier is restricted to three quarters (3/4) of the Pier. One quarter (1/4) of the Pier must remain open to the public at all times as determined by the Director of Community Services.

### DIVISION 8 – Liability Insurance for Facility User Groups

The District of Peachland requires insurance (Minimum \$2 Million liability) including the District listed as “additional insured” for rental of all municipal buildings.

### DIVISION 9 – Damage Deposits

The Applicant shall, prior to the use and occupation of the said premises, pay at the request of the District, a damage deposit. The amount of the damage deposit is \$500 minimum or 50% of the value of the facility rentals for all rentals where the rental fees collected exceeds \$100.

Damage deposits paid by cash, debit or credit card must be received one (1) day prior to the rental. Damage deposits paid by cheque are required 10 days prior to the rental.

Deductions for damage, missing equipment or improper cleaning will be applied against the damage deposit. Should such damage deposit be insufficient, the Applicant will reimburse the District immediately upon written notice from the District. Although the District may keep the deposit, the District is still entitled to pursue other legal remedies against the Licensee.

Should such damage deposit, or any balance thereof not be used, it shall be refunded to the Applicant after the elapse of 48 working hours from the rental date.

### DIVISION 10 – Assignment of Rental Fees

1. Commercial groups pay standard rates;
2. Private groups pay 1/3 off standard rates;
3. Peachland registered charities & societies pay 2/3 off standard rates (proof of registration number and/or CRA number required, list of officers/board, mandate, available financial statements);
4. In recognition of the fact that Peachland youth participate in West Kelowna and regional/elite sports, arts and cultural organizations, youth non-profit groups from West Kelowna or regional associations/societies wanting to rent fields or facilities in Peachland will be granted the Non-Profit Organization rental rates where there is proof that a Peachland resident is a member and/or participant of said organization. This clause is in effect where space is available and affects pricing and or gratis only – not allocation priorities.

In determining the appropriate category for fee and priority, it is based upon the group using or performing in the facility and not the user group requesting use or the audience in attendance. In the event of partnership between a non-profit and commercial group, the rate will apply where the majority of the funds are directed. For example, if 51% of the gross profit is being directed to the commercial organization, then the appropriate commercial rate will apply.

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### DIVISION 11 – Gratis Use or Fee Waiver

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1. For a recognized Peachland youth group, being a registered society or charity, or sub-set of same, or part of a recognized youth structure, consisting of members 18 years and under, with regularly scheduled meetings (maximum 2 days per week); or events, subject to approval of an annual schedule of events by the Director of Community Services, the rental fee for a municipal facility will be waived. Gratis will also be applied to applicable West Kelowna/Regional/Elite organizations and teams.
2. The following church organizations are offered 50 percent off rental fees for the use of the recreation facilities on a one (1) time per calendar year for a special occasion (e.g. Christmas Bazaar):
 

Anglican Church	United Church
Baptist Church	Emmanuel Assembly Church
3. The following events will be provided one (1) no charge facility rental per calendar year:
 

All Candidates' Forum	Remembrance Day Ceremony
Fall Fair	
World of Wheels (multiple sites)	
4. Any non-profit organization hosting a single use planning meeting, Annual General Meeting or other healthy community meeting will be granted one (1) no charge room booking per calendar year;
5. The Peachland Lions Club will receive use of the Community Centre for its regular meetings at no charge in recognition of its fundraising efforts towards the construction of the Community Centre; use is to be booked through the Recreation Department and will be arranged around Recreation Programs;
6. The Peachland Rotary Club will receive use of the Heritage Park and Rotary Pavilion for its Summer Music in the park series at no charge in recognition of its fundraising efforts towards the construction of the Rotary Pavilion; use is to be booked through the Recreation Department and will be arranged around previously scheduled programs and events;
7. The Peachland Rotary Club, Peachland Lions and the Peachland Sportsmen Association will receive use of the Peachland Pier at no charge for 15 years effective May 14, 2019 in recognition of its fundraising efforts towards the construction of the Peachland Pier. At the expiration of the term, Council shall consider terminating or extending the free rentals for a specified term. Use is to be booked through the Recreation Department and will be arranged around previously scheduled programs and events;
8. The BC Cancer Agency will receive gratis use of the Community Centre parking lot for the mobile screening mammography program;
9. The Peachland Little Theatre will receive gratis use of 4<sup>th</sup> Street Place where at least one third of the total cast and crew are youth in various productions;
10. Council reserves the right to offer the facility free as per the Civic Grants Policy (FIN-025);
11. Council is made aware of the actual percentage of subsidy or gratis use; and the privilege of reduced or gratis rental is non-transferable.

### DIVISION 12 – Facility Allocation

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1. Use of Parks, Recreation and Culture parks and facilities are allocated on a first come first serve basis with priority given to historical usage. Where there is conflicting requests for the use of facilities, the consideration is given to the following allocation priorities:
  - District or other government sponsored activities
  - non-profit/charitable youth

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- non-profit/charitable adult
  - Residents
  - Non Residents/Commercial
2. Some determination of the appropriateness of the use of space is required to ensure that limited resources are put to highest and best use.
  3. Requests to pre-empt an allocated user would be assessed and a decision made to the relative merit of the allocated use versus the requested use.
  4. Subsequently, requests to use unfilled capacity would be processed on a first come first serve basis.
  5. The District reserves the right to protect marquee events by limiting the ability of an event of a similar nature to rent District facilities if, in the District's opinion, the new request would endanger the viability of the existing marquee event.
  6. Notwithstanding the foregoing, the District reserves the right to negotiate with organizers of major events and to make final decisions outside of this procedure.

**DIVISION 13 –Rental Booking Cancellations**

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1. **Cancellation of Bookings by the Licensee** - All cancellation requests must be made with the District and will result in the following refunds:

<b>Cancellation Time Before Event</b>	<b>Cancellation Refund</b>
31-90 Days	90%
15-30 Days	75%
8-14 Days	50%
6-7 Days	25%
0-5 Days	0%

2. **Cancellation of bookings by the District** – The District may at its discretion cancel a booking due to the facility being required for District business, emergency, safety or maintenance concerns. Cancellations by the District will cancel the contract and the District will fully refund fees or reschedule for another suitable time. The District will endeavor to provide 7 days notice except where an emergency, safety or maintenance concern dictates otherwise.
3. **Cancellation by District for Agreement holders Breach** - Without limiting other remedies available to the District, The District may cancel the User Agreement, prevent the Licensee from holding the event, or remove the Licensee from the facility during the event, and in each of these cases keep the damage deposit if the Licensee breaches any term or condition of the User Agreement.

*The District retains the right to reschedule any or all unused recreational facilities arising from a cancellation.*

**DIVISION 14 – Appeals Mechanism**

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In the event an applicant disagrees with the decision of staff with regard to booking priority or booking fees, Policy PRO-030 (CUSTOMER SERVICE POLICY PROCEDURE AND APPEAL) will apply.

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### DIVISION 15 – Alcohol Policy

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If alcohol is to be consumed in the facilities, a Provincial BC Liquor License must be obtained. This license must be posted in the facility at the time of the event. The organizers of the events at facilities, at which alcohol is served, have in place a 'Designated Driver Program.'

Possession or consumption by a Licensee or any of its members or spectators in a recreation facility without a special occasions license may result in the immediate suspension of the User Agreement or those participant(s), member(s)/team(s) (where appropriate) for the rest of the season.

### DIVISION 16 – Food, Beverage and Retail

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In accordance with the Food Premises Regulations (BC Health Act), every operator of a facility involved in preparation of food for consumption must possess a "Food Safe" certificate and must comply with applicable laws, regulations and statutes.

### DIVISION 17 – Service Fees

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When the District of Peachland is able to provide service for registration or management of community rental assets, a letter of understanding detailing the conditions of the agreement must be signed by the Director of Community Services and the participating agency/organization. Service fees will be applied in accordance with the Fees and Charges Bylaw.

### DIVISION 18 – Electronic Sign

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The electronic sign located at Beach and 6<sup>th</sup> Street is to be used for the purpose of announcing events and information that is of interest to the residents of Peachland. Information posted on the electronic sign must meet one of the following criteria:

- District sponsored event or news announcement;
- Peachland non-profit event or news announcement; or
- Commercial or non-profit event held at a municipal building/property (with a license to use or occupy agreement) that is in the interest of the residents of Peachland (e.g. trade show, concert, etc.)

The District reserves the right to post any additional events or information to the electronic sign that is considered to be in the community interest.

The District will not post announcements that:

- Are commercial in nature and, in the District's sole opinion, are attempting to advertise, promote or sell products or services of an individual or an individual business (excluding commercial events that meet the approved criteria);
- Promote, exhibit, illustrate or manifest hate or obscene/pornographic/sexual content of any kind;
- Do not comply with municipal, provincial or federal legislation; or
- Promote an individual religion or religious service.

Notwithstanding the criteria listed above, the District reserves the right to post, refuse to post, or remove, any event from the electronic sign at any time without notice.

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### DIVISION 19 – Event Staging/Planning

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Whereas event organizers or promoters want to stage an event in advance of the rental date to determine best use of space, the following conditions apply:

- Comply with Division 7 of the FIN-035 “Rental of Recreation Facilities”;
- Pay the “Open Gym Time and Unscheduled Access” rate as defined in the Parks and Recreation Fees and Charges Bylaw;
- Event staging is on a first come first serve basis; requested no more than one week in advance of the Event Staging date;
- Must be scheduled during regular operating hours as space allows; and
- Is at the discretion of the Recreation Department.

### DIVISION 20 – Recreation Programs – Aquatic Events

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When the District of Peachland coordinates a swimming race/event outside of the scope of the seasonal operation of Swim Bay, the District will ensure that there is an emergency response plan in place including:

- Collection of waivers and medical information
- Numbering of participants
- Trained observers (e.g.: Lifeguards/lifesavers or emergency response personnel)
- Communication plan between observers and race coordinator
- Access to 911 and an identified extraction point

### DIVISION 21 – Liability Insurance for Community Program Contractors

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Community Program Contractors provide art, culture, sport and recreational programs on behalf of the District for the benefit of the Community.

The District of Peachland does **not require** insurance for Community Program Contractors offering Minimal and Low Risk programs as identified in the Municipal Insurance Association of BC (MIABC) Risk Matrix.

The District of Peachland **requires** insurance (Minimum \$2 Million liability) including the District listed as “additional insured” for Medium and High Risk programs as identified in the Municipal Insurance Association of BC (MIA) Risk Matrix.

### DIVISION 22 – Fitness Room Membership Holds

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Participants may put a membership on hold as follows:

- During the term of a 1 month, 3 month or 6-month membership, one (1) hold per purchase will be permitted.
- During the term of a 12-month membership, two (2) holds will be permitted.

Permitted timeframes:

- Minimum timeframe – 1 week
- Maximum timeframe – 3 consecutive months

Backdated holds permitted only with a medical statement.