

| <b>Ice Allocation Policy</b>   |                               |                            |          |
|--------------------------------|-------------------------------|----------------------------|----------|
| <b>Authority</b>               | Manager of Parks & Recreation |                            |          |
| <b>Establishing By-law No.</b> | 2021-081                      | <b>Amending By-law No.</b> | 2025-059 |

## 1. PURPOSE

The Town of Gananoque's goal is to promote and encourage participation in all sports, activities and events to the overall benefit of the community. This policy is established to clarify the Town's responsibility for allocating and administering ice time use of the Lou Jeffries Arena.

## 2. SCOPE

This Policy applies to anyone booking ice time at the Lou Jeffries Arena.

## 3. AUTHORITY

The Manager of Parks & Recreation is responsible for the monitoring and administration of this Policy.

## 4. OBJECTIVE

To manage the process for allocating and distribution of the ice at the Lou Jeffries Arena.

Define 'Categories of Use' and the order of consideration for allocation of ice.

Define the Town's authority to ensure that new Community Organizations that offer a needed activity are provided access to ice according to their 'Category of Use'.

Ensure Town By-laws, health and safety requirements, and rules, regulations & conditions of use are being followed by all customers of the Lou Jeffries Arena.

Whenever possible, find suitable solutions/alternatives to ice allocation conflicts.

## 5. DEFINITIONS

*Note: For the Lou Jeffries Arena, the Township of Leeds and the Thousand Islands is considered local and equal to the Town of Gananoque for as long as the Recreation Cost Sharing Agreement is in effect.*

5.1. **Community Program Use:** Programs sponsored directly or indirectly by the Parks & Recreation Department and are designed for general use by the public, i.e. public skate, parent and tot, shinny.

5.2. **Local Minor Use:** Non-profit organizations operated by volunteers whose membership is comprised of youth 18 years and under with a minimum residency component of 75% Town of Gananoque/TLTI registrants.

- 5.3. **Competitive Use:** Non-profit organizations operated by volunteers who are competitive in nature and represent Gananoque versus other communities. These organizations are registered with a provincial or federal sport governing body and do not require a minimum residency component.
- 5.4. **Resident Use:** Non-profit organizations comprised of single teams or house leagues whose membership is primarily made up of individuals over the age of 18, 75% of which are residents of the Town of Gananoque/TLTI and are recreational in nature.
- 5.5. **School Board:**
  - 5.5.1. **In Town:** represents elementary and secondary schools renting ice for students whether for elective, intramural or competitive use within the boundaries of the Town of Gananoque/TLTI.
  - 5.5.2. **Out of Town:** represents elementary and secondary schools renting ice for students from outside of the boundaries of the Town of Gananoque/TLTI.
- 5.6. **Non-Resident Minor Use:** Represent an organization whose membership is comprised of youth 18 years and under and less than 75% Town of Gananoque/TLTI residents.
- 5.7. **Non-Resident Adult Use:** Non-profit organizations comprised of single teams or house leagues whose membership is primarily made up of individuals over the age of 18 and is less than 75% Town of Gananoque/TLTI residents.
- 5.8. **Commercial:** Represent organizations who are renting the ice for profit.
- 5.9. **Standard of Play:** Formula which will determine the total number of weekly hours each organization is entitled to and the distribution of those hours to different age and skill level groupings.

## 6. POLICY

### 6.1. FACILITY OPERATIONS AND CAPACITIES

The Town of Gananoque will manage its resources to ensure optimum usage and programming, to reflect municipal directives and to minimize risk and operational issues.

On an annual basis, the Manager of Parks & Recreation will organize department staff to review, define or confirm the Town's ice seasons hours of operation, facility uses and restrictions, facility closures, holiday operation hours, prime and non-prime hours. The results will enable town staff to update related portions of the Standard Operational Procedures.

**6.2. PRIORITY SCHEDULE, CATEGORY OF CUSTOMERS & ASSOCIATED FEES**

Facility Rental Agreements will be granted in a fair and equitable manner based on the allocations set out in this policy and in accordance with Council Approved General Fees and Charges By-law.

**6.3. ICE ALLOCATION & DISTRIBUTION**

**6.3.1. PROCESS:**

The Town will use last year's ice usage and the previous year's registration numbers to form the basis for the upcoming year.

6.3.1.1. An ice request letter and request form will be sent to previous year's customers approximately four (4) weeks prior to the applicable deadline dates. New customers must contact the department to be placed on a distribution list or can apply using the request form available online.

6.3.1.2. Customers must submit request forms indicating organization profile and dates and times being requested. Tournaments must be submitted with the ice allocation request forms. All request forms must be signed and dated in order to be processed. Emailed requests must be submitted through the organizations main contact email address.

6.3.1.3. Requests are to be returned by the advertised deadline to:

- a) In person to the Gananoque & TLT Recreation Centre, attention Marina & Recreation Coordinator, or;
- b) via email to [marinarecreation@gananoque.ca](mailto:marinarecreation@gananoque.ca).

**6.3.2. General Principles:**

Ice will be granted and contracted in priority order according to the category of user. Pre and post season requests will be allocated utilizing the principles of this policy.

**6.3.3. Minor Sports Groups:**

On an annual basis, groups must supply to the Town their registration data. The Parks & Recreation Department will then apply this data and the previous year's data to determine the total number of weekly hours for each organization.

**6.3.4. Where all things equal:**

Facilities will be granted based on the previous year's actual use and the year prior's registration data forming two (2) years of historical data to grant ice time.

**6.3.5. Where all things are not equal, the following options may be utilized:**

To facilitate dispute resolution the Town encourages collaborative solutions between all parties to determine facility allocation. Where demand exceeds supply or to settle a dispute between equally qualifying groups, a random selection process may be used to allocate ice.

**6.3.6. New Groups/Customers**

New customer groups or customers may be included in the ice allocation process if they demonstrate a need for the program. They will be reviewed in order as outlined by the categories of consideration. Given that new groups have the potential of reducing the number of hours available to existing customers, new customer groups will only be considered in cases where a program provides a service to previously un-served segment(s) of the population or where a new program is being introduced that is not available through existing organizations within the Town. Priority is given to non-profit organizations.

**6.3.7. Opening Facilities Outside of Standard Hours of Operation:**

Opening the facility on statutory holidays or beyond the established operating hours, will be considered only if the customer agrees to pay for the full operational cost for such an opening and pending the availability of staff. All reasonable requests will be reviewed and responded to. Application does not guarantee approval.

**6.3.8. Timing:**

Deadline dates for seasonal requests are established annually by the Parks & Recreation Department. Requests received by the deadline dates are allocated according to the priority schedule and general principles described above.

The Parks & Recreation Department will process all booking requests after the facility needs for Town programs have been met and in accordance with this policy. Requests received after the deadline dates will be processed on a first come first served basis according to ice availability.

**6.3.9. Minimum Booking for Facility Allocation Process:**

All required times will be contracted on an annual basis. A commitment of consecutive weeks is required to be considered in a facility allocation process. Each group is expected to fulfill their contract with minimum cancellation, within the cancellation policy.

**6.4. AUTHORITY OF THE TOWN OF GANANOQUE**

The Parks & Recreation Department reserves the right to cancel any rental temporarily or permanently under the following conditions:

- 6.4.1. Should accommodation be required for special events;
- 6.4.2. Upon breach of these rules and regulations;
- 6.4.3. Should the Department be of the opinion that the premises are not to be or are not being used for the purpose(s) contained in the application;
- 6.4.4. In the event of inclement weather and/or poor playing conditions;
- 6.4.5. Should the organization fall in arrears with the Town of Gananoque;
- 6.4.6. A breach of regulations, including but not limited to the Rule & Regulations; Rental Agreement Conditions of Use; Municipal Alcohol Policy; or any other applicable policy.

6.4.7. Any situation that may arise that the Town deems to be a breach of policy.

The Manager of Parks & Recreation may use discretion, relying on other approved policies or demonstration of a substantiated special circumstance.

## 6.5. **CONDITIONS & REGULATIONS**

All rental agreements (Schedule A) must be signed. Customers are responsible for ensuring compliance to all conditions of use.

Conditions may be added, deleted or modified as required.

## 6.6. **INSURANCE REQUIREMENTS**

The Customer will be required to obtain and provide confirmation of the proper insurance policy of and maintain throughout the term of this contract General Liability Insurance to provide coverage to the minimum of five million dollars (\$5,000,000) per occurrence against loss or damage resulting from bodily injury including death, personal injury, property damage including loss of use thereof and contractual liability in connection with or arising out of the function as a result of any negligence of the applicant group. If alcohol is being served, confirmation of insurance shall include Host Liquor Liability to the full policy limits. The policy is to contain a cross liability/severability of insured clause. The Separated Town of Gananoque is to be added as an additional insured. The policy is to be endorsed to provide the Town of Gananoque with thirty (30) day notice of cancellation and is to be considered primary and not excess of any insurance available to the Town of Gananoque.

# 7. **ICE ALLOCATION**

## 7.1. **ALLOCATION PROCESS**

The ice allocation process will be completed annually by **August 1<sup>st</sup>** of each year. Written submissions must be received by all groups seeking ice time by **June 30<sup>th</sup>** of each year to be considered for the following season's allotment.

## 7.2. **PRIORITY SCHEDULE**

### **Priority #1: Community Program Use:**

For the purpose of conducting Town of Gananoque recreation and leisure programs.

### **Priority #2: Local Minor Use:**

Gananoque Minor Hockey Association, Gananoque Girls Hockey Association, Gananoque Skating Club.

### **Priority #3: Minor/Adult Resident Use:**

Men's League, Old Sticks, Old Boys, Lappan Hockey, Grool Hockey, Over 35, Women's Hockey, Senior Islanders.

### **Priority #4: Tournament Use**

### **Priority #5: School Board:**

- a) In Town
- b) Out of Town

**Priority #6: Commercial**

**Priority #7: Non-Resident Minor Use**

**Priority #8: Non-Resident Adult Use**

**7.3. MINIMUM BOOKING FOR ICE ALLOCATION PROCESS**

All ice time will be contracted on an annual basis running September 1 through to March 31, based on seasonal ice start and end dates as identified by the Town of Gananoque. A commitment to 24 of 30 consecutive weeks to be completed between the beginning of September and the end March is required to be considered in the ice allocation process. Each group is expected to fulfill their contract with minimum cancelled ice time.

**7.4. TOURNAMENTS AND SPECIAL EVENTS**

Requests for tournaments and special events are to be submitted with the ice allocation request form.

**7.5. PLAY-OFF ICE**

Representative Team and Additional Entry Team playoff ice for contracted games may be cancelled when a team is officially eliminated from play. Cancellation must be provided in writing to the Parks & Recreation Department the first business day following the team being eliminated from play. Any delays in notification or lack of notification will result in a charge at 100% of the rental rate.

**7.6. SUMMER ICE**

If ice is available, requests for summer ice are on a first come first serve basis.

**7.7. WEEKLY HOURS OF ENTITLEMENT & DISTRIBUTION**

The number of weekly hours allocated to any affiliated group/organization will be based on the previous two (2) years of usage and registration numbers. On an annual basis, registration data must be supplied by the groups to the Parks & Recreation Department.

**7.8. GENERAL TERMS**

**7.8.1. Ice Rental Allocation:**

All organizations and individuals renting ice from the Town must sign the Ice Allocation Policy and the Lou Jeffries Arena-Rental Terms and Conditions Agreement for regular contracted ice and special events with full payment due according to the payment schedule stated on the rental contract or as arranged with the Parks & Recreation Department.

**7.8.2. Hours of Use:**

The Lou Jeffries Arena offers rental ice at the Gananoque & TLTI Recreation Centre between the hours of:

|                  |                   |
|------------------|-------------------|
| Monday to Friday | 6:00am to 11:00pm |
| Saturday         | 7:00am to 11:00pm |
| Sunday           | 7:00am to 11:00pm |

These are subject to change at the discretion on the Manager of Parks & Recreation.

**7.8.3. Ice Rate Structure:**

Ice rates will be reviewed and set annually ahead of seasonal ice being contracted. All groups will be charged ice rental fees as outlined in the General Fees & Rates By-law. All calculations are based on a 60-minute hour. Ice preparation time will be taken out of the allocated time for all rentals, therefore 50-minute ice time and 10-minute flooding.

**7.8.3.1. Prime Time Ice:**

|                  |                   |
|------------------|-------------------|
| Monday to Friday | 4:00pm to 11:00pm |
| Saturday         | All times         |
| Sunday           | All times         |

**7.8.3.2. Non-Prime Time Ice:**

|                  |                  |
|------------------|------------------|
| Monday to Friday | 6:00am to 4:00pm |
|------------------|------------------|

**7.8.3.3. Unused Ice**

Affiliated customers are not permitted to book ice that will go unused except for the purpose of ensuring that sufficient ice time is available, as a contingency, to prevent a curfew situation for tournament or league/playoff games.

**7.8.4. Flood Schedule:**

Flood time is included in each booking hour, 60 minutes includes a 10-minute flood. For customer groups that book in excess of one hour of ice time, a flood schedule will be determined and communicated to the customer by the Parks & Recreation Department.

**7.8.5. Curfewed Ice:**

The Town reserves the right to curfew any games, including tournament games, to maintain the schedule submitted and will consider the cancellation of any or all permits if the customer does not cooperate in the implementation of this Ice Allocation document. It is the responsibility of customer groups to inform the Parks & Recreation Department of any special requirements regarding curfews at the time the schedules are submitted.

**7.8.6. Ice Time Cancellations:**

- 7.8.6.1. If needed, the Town of Gananoque reserves the right and authority to cancel, reorganize, and reschedule any individual and or group's rental time.

- 7.8.6.2. In the event the Lessee cancels a booking, the following cancellation fee(s) will apply:
- 7.8.6.2.1. 0-29 days' notice of cancellation = 100% of the Facility Booking Agreement and Invoice Total.
  - 7.8.6.2.2. 30-89 days' notice of cancellation = 75% of the Facility Booking Agreement and Invoice Total.
  - 7.8.6.2.3. More than 90 days' notice of cancellation = 50% of the Facility Booking Agreement and Invoice Total.
- 7.8.6.3. Should an individual or group wish to cancel a rental time they are to contact the Marina and Recreation Coordinator immediately. Should the time be resold a refund of 80% will be provided (20% administration fee to be kept). Should the time not be resold the individual or group will be responsible for 100% of the contracted amount of the rental time.
- 7.8.6.4. There is a penalty free cancellation period for youth minor organizations and the Senior Islanders to release booking times with no penalty up to **October 14<sup>th</sup>** of each year.
- 7.8.6.5. Playoffs: Representative Team and Additional Entry Team playoff ice for contracted games may be cancelled when a team is officially eliminated from play. Cancellation must be provided in writing to the Marina and Recreation Coordinator the first business day following the team being eliminated from play. Any delays in notification or lack of notification will result in a charge at 100% of the rental rate.
- 7.8.6.6. Cancellations due to significant weather events as declared by the Town's Public Works department will not be charged a cancellation fee. However, the Lessee is required to contact the Marina and Recreation Coordinator in advance to advise if they choose to cancel their ice time and fees will apply as per clause 7.8.6.1.2 of the cancellation policy. The Town through the Parks & Recreation Department reserves the right to cancel any ice time for the just cause where in the event of mechanical or facility breakdown, emergency situation, gross policy violations or when facility rules have been breached.

7.9. **PAYMENT OF INVOICES**

The lessee agrees that ice accounts must be paid within 30 days of invoicing. If payment is not received, the lessee's contract becomes null and void and further ice times will not be allotted. Invoices will also reflect the cost of any repairs due to damage to any part of the facility caused by the lessee or its members.

7.10. **ICE ALLOCATION POLICY REVIEW AND UPDATE**

The Ice Allocation Policy will be reviewed on a regular basis, initiated by the Parks & Recreation Department. The Parks & Recreation Department has the authority to adjust procedural items related to timing, process, etc. as appropriate and to respond to Council directions related to revenue achievement and strategic business approaches.





### **Lou Jeffries Arena – Rental Terms and Conditions Agreement**

Rental bookings are not confirmed until the Town has received a copy of this Rental Terms and Conditions Agreement signed by the Lessee and accompanied by the initial rental fee payment and damage deposit, if any.

The Town of Gananoque hereby grants the signatory (hereinafter called the “Lessee”) permission to use the Facilities as outlined, subject to the Terms and Conditions of this Agreement contained herein of which form part of this Agreement.

### **CONDITIONS OF USE**

#### **1. ICE RESURFACING/FLOODING/ACCESS:**

- 1.1. The rental ice time is based on the time and date stipulated.
- 1.2. The Lou Jeffries Arena flood times are traditionally during the last 10 minutes of each rental hour. This is subject to change at the discretion of the Town of Gananoque.
- 1.3. All use of ice to host a game must be communicated to the Manager of Parks & Recreation or Designate during contracting of the ice. If a Lessee wishes to play a game other than pre-scheduled and communicated, the Manager of Parks & Recreation or Designate must be notified 24 hours in advance so additional staff may be scheduled.
- 1.4. All contracted ice time is curfewed per the rental time. Any games that are not to be curfewed must contract an appropriate amount of ice to complete the game thus not impacting other customers.
- 1.5. The Town of Gananoque Arena Staff are in care and control of the facility. The rink staff will resolve all conflicts relating to floods.
- 1.6. If a Lessee (participant, coach, trainer, official, etc.) accesses the ice before or after their contracted times, the appropriate rental fees will apply with a minimum charge based on 30 minutes of usage.
- 1.7. Access to the arena ice surface is permitted as of the start of the contracted ice time. No persons are permitted on the ice during the operation of the ice resurfacing and all gates are to remain closed. Once the Parks & Recreation Operator is off the ice and the gates are closed, participants may access the ice. If at any time users are requested to exit the ice surface by Town of Gananoque staff, please vacate the ice surface immediately.
- 1.8. No persons are permitted on the ice surface without skates with the exception being a trainer responding to an injured participant or official. It is strongly recommended that the trainer be wearing a CSA certified helmet. Bench staff and or individuals who are on the bench and or in the timekeeper's box must walk around the outside of the boards to gain access. Walking across the ice is strictly prohibited.

## **2. DRESSING ROOMS:**

- 2.1. Dressing Room assignments will be completed for all ice rentals by the Arena Staff. At no time are customers and/or organizations to make changes to the schedule without the prior approval of the Town of Gananoque.
- 2.2. It is strongly recommended that teams lock up team belongings at all times. Dressing Room keys are available for pick up from the Parks & Recreation Operator.
- 2.3. The Lessee will ensure that all dressing rooms are to be vacated within 30 minutes of leaving the ice and will further ensure that the dressing rooms shall be left in a reasonably tidy condition.
- 2.4. Alcohol is only permitted as per the Municipal Alcohol Policy. No alcohol is permitted in dressing rooms at any time.
- 2.5. No smoking/vaping is permitted within 20 meters of the property including parking lots, lobbies, hallways, stands, dressing rooms, etc. as per the Smoke Free Ontario Act.
- 2.6. Supervision is required at all times in the dressing room for youth (17 years of age and younger).
- 2.7. Sport balls or any kind of sporting equipment including pucks are only permitted on the arena floor/ice.

## **3. CANCELLATION POLICY:**

- 3.1. If needed, the Town of Gananoque reserves the right and authority to cancel, reorganize, and reschedule any individual and or group's rental time.
- 3.2. In the event the Lessee cancels a booking, the following cancellation fee(s) will apply:
  - 0-29 days' notice of cancellation = 100% of the ice time invoice.
  - 30-89 days' notice of cancellation = 75% of the ice time invoice.
  - More than 90 days' notice of cancellation = 50% of the ice time invoice.
- 3.3. Should an individual or group wish to cancel a rental time they are to contact the Marina & Recreation Coordinator immediately. Should the time be resold, a refund of 80% will be provided (20% administration fee to be kept). Should the time not be resold the individual or group will be responsible for 100% of the contracted amount of the rental time.
- 3.4. There is a penalty free cancellation period for youth minor organizations and the Senior Islanders to release booking times with no penalty up to October 14th of each year.
- 3.5. Playoffs: Representative Team and Additional Entry Team playoff ice for contracted games may be cancelled when a team is officially eliminated from play. Cancellation must be provided in writing to Marina & Recreation Coordinator the first business day following the team being eliminated from play. Any delays in notification or lack of notification will result in a charge at 100% of the rental rate.

- 3.6. Cancellations due to significant weather events as declared by the Town's Public Works department will not be charged a cancellation fee. However, the Lessee is required to contact the Marina and Recreation Coordinator in advance to advise if they choose to cancel their ice time and fees will apply as per clause 4.2 of the cancellation policy. The Town through the Parks & Recreation Department reserves the right to cancel any ice time for the just cause where in the event of mechanical or facility breakdown, emergency situation, gross policy violations or when facility rules have been breached.

#### **4. FORCE MAJEUR**

- 4.1. The performance of this contract is subject to termination without liability upon the occurrence of any circumstances beyond the control of either party-such as acts of God, declared war, government regulations, disaster, strikes (except those involving the employees or agents of the party seeking the protection of this clause), civil disorder, or curtailment of transportation facilities-to the extent that such circumstances make it illegal or impossible to provide or use the facilities. The ability to terminate this contract without liability pursuant to this paragraph is conditioned upon delivery of written notice to the other party setting forth the basis for such termination as soon as reasonably practical-but in no event longer than ten (10) days-after learning of such basis.

#### **5. INSURANCE**

- 5.1. The lessee will be required to obtain and provide confirmation of the proper insurance policy and maintain throughout the term of the contract General Liability Insurance to provide coverage to the minimum of 5 million dollars (\$5,000,000) per occurrence against loss or damage resulting from bodily injury including death, personal injury, property damage including loss of use thereof and contractual liability in connection with or arising out of the function as a result of any negligence of the applicant group. If alcohol is being served, confirmation of insurance shall include Host Liquor Liability to the full policy limits. The policy is to contain a cross liability/severability of insured clause. The Corporation of the Town of Gananoque is to be added as an additional insured. The policy is to be endorsed to provide the Town of Gananoque with thirty (30) days' notice of cancellation and is to be considered primary and not excess of any insurance available to the Town of Gananoque.
- 5.1.1. A lessee may purchase coverage through the User Group Liability Program. Coverage is provided to those lessees who do not have access to liability insurance from other sources, and who have been issued a rental by the Town of Gananoque. Coverage only applies for the activity disclosed on the rental agreement and is subject to the list of predetermined activities. All customers are subject to the limitation and exclusions outlined in the policy documents.

#### **6. FEES & RATES**

- 6.1. Facility use rates and fees will be assessed at the current rates as established by the Town of Gananoque General Fees & Rates By-law, as amended.

## **7. RULES AND REGULATIONS**

- 7.1. The issuance of a Facility rental is entirely at the discretion of The Town of Gananoque. The Town of Gananoque reserves the right to cancel any rental temporarily or permanently:
  - 7.1.1. should accommodation be required for special events;
  - 7.1.2. upon breach of these rules and regulations;
  - 7.1.3. should The Town of Gananoque be of the opinion that the premises are not to be or are not being used for the purpose(s) contained in the application;
  - 7.1.4. in the event of inclement weather and/or poor playing conditions; or
  - 7.1.5. should the organization fall in arrears (30+ days money owing) with the Town of Gananoque.
- 7.2. The facilities named on this rental agreement are to be used only on the date(s) and time(s) specified and only for the purpose(s) named. The rental agreement is not valid unless signed by an authorized Town Representative.
- 7.3. The rental agreement is not transferable.
- 7.4. A Lessee wishing to cancel or alter this rental agreement must give written notification as per policies established by The Town of Gananoque.
- 7.5. The Town of Gananoque will not be responsible for personal injury or for the loss or theft of clothing, equipment or any other items of the applicant or organization, or anyone attending on the invitation of the applicant or organization.
- 7.6. The Lessee is to immediately notify the Town of Gananoque if a participant or a member of your organization is injured while on Town premises.
- 7.7. The Lessee must pay for all damages to the facility and/or furnishings arising from the use of such facilities and/or furnishings granted by this permit.
- 7.8. The Lessee must pay such fees for extra work by Town Staff and or Contractors, etc., as the Town of Gananoque may determine.
- 7.9. Maximum attendance at the facility shall be governed by fire regulations or Department of Health.
- 7.10. All exits must be kept free from obstruction at all times.
- 7.11. The Lessee must ensure compliance for all guests/participants with the Smoke Free Ontario Act that prohibits smoking and vaping within 20 meters of the facility property. This includes e-cigarettes as well as all indoor locations.
- 7.12. All Lessees must comply with Federal, Provincial, and Municipal By-Laws and resolutions including those respecting the use of games of chance, lotteries, gambling, and alcoholic beverages.
- 7.13. The Lessee shall be responsible for the conduct and supervision of all persons admitted to the facilities permitted, and shall see that all regulations contained in the permit are strictly observed.
- 7.14. The Lessee shall be responsible for seeing that all persons admitted to the function being held have vacated the permitted facilities and that all privately-owned property and personal effects have been removed promptly on the time specified on this permit.
- 7.15. Admission of animals to the facility is prohibited unless approved by the Town of Gananoque. Exception is approved for Service Animals only.

- 7.16. All activities must be conducted in an orderly manner. The organization you are representing will be responsible for the proper conduct and direct supervision of any of its executive, team personnel, players/members or volunteers. Use of profane language is prohibited.
- 7.17. The person signing this rental agreement must be a person authorized by the organization to do so and such person, when asked, shall produce for inspection such authorization in writing. A person signing a rental agreement shall, when asked, agree to personally guarantee payment of any rent that becomes due to the Town under the rental agreement. If no guarantee is given when required, no rental agreement shall be issued.
- 7.18. The Ministries of Education, Health and Long-Term Care and Tourism, Culture and Sport are working together to increase awareness of head injury prevention. Organizations are encouraged to have a concussion policy and protocol in place as per Rowan's Law and or any other legislation.
- 7.19. The Town of Gananoque shall reserve the exclusive rights to the sale of all food and beverage concessions within the facility. The sale of or solicitation of any tickets, goods or commodities of any nature whether charitable or otherwise shall not be permitted within the facility unless approval is obtained from the Manager of Parks & Recreation or Designate.
- 7.20. For Events that have permission to have food served (given or sold) to the public, a special event application must be submitted to the Leeds, Grenville & Lanark District Health Unit. Please visit <https://healthunit.org/health-information/food-safety/> for more information.

As well, during special events, one or more certified food handler(s) are required to be on site for every hour that the event is operating. O. Reg. 493/17 (Food Premises Regulation) reads: *32. Every operator of a food service premise shall ensure that there is at least one food handler or supervisor on the premise who has completed food handler training during every hour in which the premise is operating.*

## **8. EMERGENCY PROCEDURES**

- 8.1. Hear an alarm/see red strobe lights? Stay Calm!

General Guidelines:

- Evacuation is mandatory
- Exit through the nearest exit
- Follow direction of Town of Gananoque Staff
- Do not re-enter buildings until fire department gives approval
- A defibrillator is located in the Main Lobby of the facility
- Team trainers/organizations are responsible to have their own first aid kits, trained responders, plan in case of injury, emergency evacuation plan, etc.

**If an Ambulance is needed call 911** and advise the Operator on duty that an ambulance has been called to the arena at **600 King Street East.**

## 9. WAIVER CLAUSE

I [we] agree to indemnify and save harmless The Corporation of the Town of Gananoque, it's agents, it's employees, Council, representatives and TLTI/Gananoque Recreation Centre against all loss and damage, including damage to person or property arising from any act of, or negligence of, mine [ours] or of any person acting on my [our] behalf while engaged in the performance of the above Terms and Conditions Agreement at the Lou Jeffries Arena, or while in or about the TLTI/Gananoque Recreation Centre building or premises, or arising from accident or any injury not caused by an act of The Town of Gananoque, it's agents, it's employees, Council, representatives and the TLTI/Gananoque Recreation Centre, to anyone attending the event for which I [we] have rented The Lou Jeffries Arena [and hall/kitchen/grounds] or arising from liens or claims resulting from the performance of this contract.

I have read, understand and agree to the terms and conditions in this agreement and hereby accept the same on behalf of the said members of the organization, team or association. I acknowledge and agree that breach of any of the said conditions may result in the termination of the permit at the discretion of The Town of Gananoque.

Customer Name: \_\_\_\_\_

Organization: \_\_\_\_\_

Date: \_\_\_\_\_

### **For the Town of Gananoque:**

Manager of Parks & Recreation or Designate: \_\_\_\_\_

Date: \_\_\_\_\_

The personal information contained on this form is collected under the authority of the *Municipal Freedom of Information and Protection of Privacy Act* (MFIPPA) & the *Personal Health Information Protection Act*. The information is collected to confirm Customer details as stated on this sheet and is pursuant to Section 27 of the Municipal Freedom of Information and Protection of Privacy Act & Section 10 of the *Personal Health Information Protection Act*.

Questions about this collection can be directed to the Clerk's Department, Town Hall, 30 King Street East, Gananoque, ON, K7G 2T6, 613-382-2149 ext. 1120, [clerk@gananoque.ca](mailto:clerk@gananoque.ca).