

**CITY OF MERRITT
BYLAW NO. 1875**

A BYLAW TO PROVIDE FOR CIVIC CENTRE USE REGULATION AND RENTAL RATES

WHEREAS THE City of Merritt owns and operates the Civic Centre;

AND WHEREAS, the City of Merritt Council deems it desirable to establish regulations and charge user fees for the use of the Civic Centre;

NOW THEREFORE, the Council of the City of Merritt, in open meeting assembled, enacts as follows:

1. CITATION

This Bylaw shall be cited as the "**CITY OF MERRITT CIVIC CENTRE REGULATION AND RENTAL RATES BYLAW NO. 1875, 2004**".

2. DEFINITIONS

In this bylaw:

RENTAL GROUPS

“Youth – Group”

A group or society whose primary purpose is to organize leisure opportunities which meet socially worthwhile goals and objectives for participants who are all eighteen (18) years and younger.

“Adult - Group”

A group or society whose primary purpose is to organize leisure opportunities which meet socially worthwhile goals and objectives for individuals nineteen (19) years and over. A group in which both youth and adults participate will be considered an Adult Group for the purpose of fees and charges.

“General”

Any individual, family, group who does not specifically fall into the other rental group definitions.

“Commercial”

This category is for renters offering programs for a fee, with the intention of personal/company gain; where admission fees are charged; and/or when the event is sponsored by a group which is based outside of Merritt. This category includes seminars, conferences and conventions.

“City of Merritt”

City of Merritt Council or staff will be granted free use of the Civic Centre for meetings, seminars or other work related functions.

“School District”

Any School District No. 58 (Nicola-Similkameen) group is granted use in accordance with the Joint Use Agreement between the City of Merritt and School District No. 58.

ACTIVITIES

“Annual Events”

Includes all events that are re-occurring on an annual or bi-annual basis that require a tentative hold of their annual calendar for dates into the future.

“Regular Events”

Includes events such as conferences, conventions, tradeshow, concerts, banquets, dances, seminars, carnivals, fundraising events and spectator events.

“Recreational Events”

Includes a variety of participatory leisure pursuits such as sports, games, performing arts, visual arts, outdoor nature oriented skills and hobbies.

“City of Merritt Leisure Service Programs” means regular programs and services offered by the City of Merritt Leisure Services Department.

“Regular Renter” means a person and/or group who rent on a regularly scheduled basis over an extended period of time.

“Spot Renter” means a person and/or group who rent on a one time basis or a non-scheduled or infrequent basis.

3. RATES

User Group Categories

Commercial	-	100% base rate
General	-	75% base rate
Adult-Group	-	35% base rate
Youth-Group	-	20% base rate
City of Merritt	-	no charge
School District #58	-	as per Joint Use Agreement

Statutory Holiday Rates

The Civic Centre is closed on all statutory holidays. If a group wishes to rent the facility on a statutory holiday, all regular rental rates apply with any staff costs at double time rates.

Set up/Take Down Rates

Customer event setup and take down rates are charged at a flat rate of twenty (\$20.00) dollars per hour for any set up or take down more than one half (1/2) hour in duration. The City reserves the right to charge set up and take down rates for space unavailable to other groups due to extensive facility preparation for customer's requirements.

Additional Set-up Charges

Facility staff must be supplied with specific details of all set-up requirements well in advance, so that the set-ups may be accomplished as efficiently and cost-effectively as possible. Should these details be unavailable or significantly altered within seventy-two (72) hours of the event move-in date, a fifty (\$50.00) dollar charge will be levied. Should the set-up be requested to be changed after the original request has been completed, the renter will be charged the fifty (\$50.00) dollar fee plus any staff time required to accommodate the request.

4. ADMINISTRATION

A. General Booking Regulations:

- (a) The Civic Centre **shall not be rented to a minor**. The renter shall provide a competent and trustworthy adult who is at minimum nineteen (19) years of age and will personally undertake to provide adequate supervision of all participants. This individual is responsible for the due observance of the rules and regulations governing the said premises.
- (b) **Hate Free Community Policy**. The City will not approve an application for the rental of the Civic Centre where the City has reasonable grounds to believe that such an application will be used to promote hatred against an identifiable group.
- (c) **Rules and Regulations** are to be strictly adhered to, failure to adhere to, or comply with the said rules and regulations may result in the termination of usage without refund of any rental fees paid, and may include invoicing of penalties and/or additional costs incurred by the City of Merritt. Management reserves the right to evict, cause to be removed, or refuse further bookings or admissions to person(s) and/or user groups causing wilful damage to the facility.
- (d) Prior to confirmation of bookings and usage, all renters must sign a **Rental Agreement Form**.
- (e) **Suitability of facility** – it is the responsibility of the renter to inspect the facility to ensure both suitability and safety. If the conditions are considered unsafe it is the responsibility of the renter to cancel their immediate use and advise the City of the situation.
- (f) Renters will be responsible for any **damages** to the Civic Centre as a result of their use and occupation of the premises, with the exception of equipment or structures which have been identified prior to the activity as showing wear or damage. In the event of damages to any portion of the facility, the renter shall be responsible for all costs of repairing and restoring any damage. The renter shall report all damages known to the City. A thorough check of the facility after each rental will be completed by City Staff to identify any further concerns.
- (g) Renters are responsible for ensuring that **clean up** takes place immediately after the activity and/or event is completed. Renters are responsible to ensure that the premises (including equipment) will be vacated in the same condition as it was prior to use – failure to comply will result in forfeiture of a portion or all of the damage deposit.

- (h) Renters are responsible for the **removal** of any materials, supplies, decorations or equipment immediately after the activity and/or event is completed. Failure to comply will result in additional rental fees being charged for the space occupied until items are removed.
If the room is booked until closing time (1:00am) the renter has until 8:00am to comply or additional rental fees for space occupied will be charged.
If the space occupied is rented out the next morning, Civic Centre staff will remove all items to a storage location and a charge will be levied for staff time as well as the rental fee for the space occupied.
- (i) Prior to confirmation of bookings and usage, a **damage deposit** of two hundred and fifty (\$250.00) dollars must be paid for all day rentals of the main auditorium or fifty (\$50.00) dollars for all day rentals of any other Civic Centre rental space. If the City determines that there has been no damage, the damage deposit will be refunded. For those customers that are regular users and are invoiced by the City, the renter is required to pay an annual damage deposit at the beginning of the year of two hundred (\$200.00) dollars, which will be held for the duration of the year.
- (j) When requested by Civic Centre staff, renters must obtain comprehensive general liability insurance for full facility and day rentals of the main auditorium, and shall provide the City of Merritt a **Certificate of Liability Insurance**, the City of Merritt must be listed as additional named insured. For all other rentals it is the responsibility of the renter to determine what additional insurance coverage, if any, is necessary and advisable for its own protection, including but not limited to Worker's Compensation and Participants Insurance.
- (k) **Liquor** is not permitted unless a liquor permit is in effect. Renters must obtain a liquor permit from **the British Columbia Liquor Control and Licensing Branch**. In addition, it is the policy of the City of Merritt that all organizers of events at City facilities have in place a "Designated Driver Program".
- (l) **Candles** are permitted within the Merritt Civic Centre provided they are set in a non-combustible container which protects the candle and the flame. Candles must also be set away from other table decorations or hanging materials.
- (m) **Smoking is not permitted** in any of the City of Merritt facilities.
- (n) The renter agrees to comply with the **British Columbia Health Act**, in particular, the "*Food Premises Regulations*" – for functions where food preparation personnel are paid, a temporary permit to operate a food service is required and must be posted in a visible location during the rental period.
- (o) The renter agrees to comply with federal regulations concerning playing pre-recorded music. All renters who play pre-recorded music at the Civic Centre during their rental time will be charged the **SOCAN** fees as per Tariff 8 of the Canada Gazette (*Society of Composer, Authors and Music Publishers of Canada*).

- (p) **Decorations** must be fastened along the wall borders which are located at eight (8') feet and/or at twelve (12') feet from the floor surfaces in the foyer, auditorium and rooms – masking tape, stick pins and/or thumb tacks can be used to fasten decorations to these wall borders. No decorations are to be fastened to the acoustical barriers, fire sprinkler system, fire alarms, fire extinguishers or emergency exit lights. The use of confetti or decorative flakes is not permitted in the facility.
- (q) Any individual(s) signing for keys to the Civic Centre is responsible for **security of the facility**, to include the following: unlocking the Civic Centre prior to use, turning off the security alarm, security of the building during use, fire safety of the building during use, supervision of users during use, locking the facility following use and turning on the security system.
- (r) The City of Merritt reserves the right to **cancel** and/or **relocate** any activity with thirty (30) days notice being given to the user group, except in the case of a bona fide emergency where no notice is required. In the circumstance where the City relocates a renter, the renter will be given the option to pay the original rate quoted if it is lower than the rate for the new location.

B. Bookings – Rentals

Tentative Booking Procedures

- Tentative bookings will be held without a deposit until thirty (30) days before the scheduled event or until another request for the same space is received.
- If a second request is received, the original booking will be notified and given seventy two (72) hours (three (3) business days) to confirm or cancel the booking.
- Confirmation of the original booking will require a signed contract and a twenty five (25%) percent non-refundable deposit for the space rental only.
- Should the second request obtain the space under this procedure, they will be required to sign a contract agreement and pay the 25% non-refundable deposit within seventy two (72) hours (three (3) business days) of rental space acceptance.
- All bookings will be based on appropriate Space Allocation Policies.

Time Frames

Normal Operating Season - The Civic Centre is open regular operating hours from January 1 to December 31 each year with the following exceptions:

- ❖ All Statutory Holidays
- ❖ Merritt Mountain Music Fest Week
- ❖ Christmas to New Year's Day

Full day rentals are based on a seventeen (17) hour day rental period, which runs from 8:00 a.m. to 1:00 a.m. – full day rentals are scheduled during these time periods.

Annual Civic Centre Users

Prior to June 1st of each year, regular renters are required to submit written requests to the City of Merritt Civic Centre, which outlines weekly rental requests and annual and/or special event requests. The written request must include the exact dates and times of each rental request. In addition, the regular renter shall provide Civic Centre with the name, telephone numbers (residence and work place) and correct mailing address of the designated person who is responsible for making bookings and cancellations on behalf of the regular renter, and, who will be the contact for the City on matters of cancellation, rentals and billings.

Annual Events

The following special events sponsored and/or endorsed by Council are scheduled on a regular basis:

- **First Night Celebration**
- **Remembrance Day**
- **Easter Celebration**
- **Dry Grad Celebration**
- **Canada Day Celebration**
- **Halloween Celebration**
- **Fall Ballet Presentation**
- **Country Christmas Concert**

Additional community special events are to be determined at the annual Civic Centre Users Meeting. The dates selected for these events shall be determined by consensus by the parties present at the Civic Centre Users Meeting. Should a consensus not be reached the City shall establish dates for these events.

Christmas Holiday Schedule

The weekly schedule assigned to regular renters is void during the month of December due to the demand for concerts, community events and Christmas parties. Christmas rentals are booked on a “first come, first served” basis.

C. Rental Fees and Payments

- (a) Effective upon adoption of this bylaw, rental rates shall be as provided in Schedule “B” and Schedule “C” attached to and forming a part of this Bylaw.
- (b) Effective January 1, 2005, rental rates shall be as provided in Schedule “A” and Schedule “B” attached to and forming a part of this Bylaw.
- (c) No rental fee will be charged for City of Merritt sponsored special events.

- (d) Payment is accepted by cash, debit card, cheque made payable to the City of Merritt, Visa and MasterCard.
- (e) If the renter neglects to sign a contract agreement, submit the required licenses or pay the full facility rental, the renter may be denied access to the facility.

Regular renters are billed on a monthly basis. Regular renters with unpaid accounts at thirty (30) days may have their rental privileges terminated until such time as the account is brought up to date.

Meeting Rooms - (all groups except regular renters)

- Full payment of facility rental is due seven (7) full days prior to the first reserved date.
- Full payment is refundable if a cancellation has been received seven (7) full days prior to the first reserved date.
- If a cancellation is received with less than seven (7) full days notice a full rental charge will apply.
- Bookings that are made within the cancellation period will not be refundable.

Auditoriums - (all groups except regular renters)

- A non-refundable deposit of ten (10%) percent of the facility rental is due upon contract signing.
- Payment of remaining facility rental and fixed additional charges is due thirty (30) days prior to the first reserved date.
- Full payment, less the non-refundable deposit is refundable if a cancellation has been received thirty (30) days prior to the first reserved date.
- If a cancellation is received with less than thirty (30) full days notice a full rental charge will apply
- Bookings that are made within the cancellation periods will not be refundable.

Annual Special Event Bookings

- A twenty five (25%) percent non-refundable deposit will be required eleven (11) months in advance of the booking date
- Six (6) months prior to the booking date, an additional twenty five (25%) percent payment will be due (this portion is refundable if cancelled more than thirty (30) days prior to the event date)
- Thirty (30) days prior to the booking date the full rental payment is due

D. Priorities of Use

The City of Merritt will book all events and rentals on an as available basis with the exception of those specifically referred to in the Civic Centre Rental Group Relocation Procedure.

9. REPEAL

The entirety of the Civic Centre Use Regulation and Rental Rates Bylaw No. 1831, 2002 including Schedules A, B, C, and D are hereby repealed.

READ A FIRST TIME THIS	13 th	day of July, 2004.
READ A SECOND TIME THIS	13 th	day of July, 2004.
READ A THIRD TIME THIS	13 th	day of July, 2004.
ADOPTED THIS	27 th	day of July, 2004.



David Laird, MAYOR



Ruth Tolerton, CORPORATE
SERVICES MANAGER

**PROPOSED BYLAW NO 1875 - RATE "SCHEDULE A"
CITY OF MERRITT - CIVIC CENTRE**

Effective January 1, 2005

		Commercial	General	Community Adult	Community Youth
Enitre Facility	Pr/Day Rate	1000.00	750.00	350.00	200.00
Auditorium	Pr/Day Rate	700.00	525.00	245.00	175.00
Full	Pr/Hr Rate	140.00	105.00	49.00	28.00
Auditorium	Pr/Day Rate	500.00	375.00	175.00	100.00
East Half	Pr/Hr Rate	100.00	75.00	35.00	20.00
Auditorium	Pr/Day Rate	275.00	206.25	96.25	55.00
West Half	Pr/Hr Rate	55.00	41.25	19.25	11.00
Room 1 or	Pr/Day Rate	100.00	75.00	35.00	20.00
Mid-sized	Min. Charge (2 hrs)	50.00	37.50	17.50	10.00
	Pr/Hr Rate	20.00	15.00	7.00	4.00
Room 2 or 3	Pr/Day Rate	150.00	112.50	52.50	30.00
Foyer-Large	Min. Charge (2 hrs)	75.00	56.25	26.25	15.00
	Pr/Hr Rate	30.00	22.50	10.50	6.00
Kitchen- Full	Pr/Day Rate	75.00	56.25	26.25	15.00
With Auditorium	Pr/Hr Rate	-	-	-	-
Kitchen - Full	Pr/Day Rate	100.00	75.00	35.00	20.00
W/out Auditorium	Pr/Hr Rate	-	-	-	-

**PROPOSED BYLAW NO 1875 - RATE "SCHEDULE B"
CITY OF MERRITT - CIVIC CENTRE**

SOCAN With Dancing	<i>Room Capacity Per Event</i>	
	1-100	\$41.13
	101-300	\$59.17
	301-500	\$123.38
	500+	\$174.79
SOCAN W/O Dancing	<i>Room Capacity Per Event</i>	
	1-100	\$20.56
	101-300	\$29.56
	301-500	\$61.69
	500+	\$87.40
Microphone System	<i>Day Rate</i>	
		\$15.00
Stage Rental Each Section	<i>Per Section / Per Day</i>	
		\$12.00
TV & VCR/DVD	<i>Day Rate</i>	
		\$15.00
Multi-Media Projector	<i>Day Rate</i>	
		\$25.00
Flip Chart With Paper	<i>Day Rate</i>	
		\$7.50
Coffee Urn	<i>Day Rate</i>	
		\$10.00
Overhead Projector	<i>Day Rate</i>	
		\$10.00
Resource Box	<i>Day Rate</i>	
		\$10.00
Bounce House	<i>Day Rate</i>	
		\$60.00
Socan Fees are regulated by the Federal Government and are subject to change		

BYLAW NO. 1875 - SCHEDULE "C"
CIVIC CENTRE PRIVATE RATE SCHEDULE

		Private	Non-Profit	Commercial
Facility	Rate	2004	2004	2004
Entire	Category	Rates	Rates	Rates
	Pr/Day Rate	630.00	300.00	840.00
Auditorium	Rate	2004	2004	2004
Full	Category	Rates	Rates	Rates
	Pr/Day Rate	462.00	225.00	590.00
	Pr/Hr Rate	74.00	33.00	100.00
Auditorium	Rate	2004	2004	2004
East Half	Category	Rates	Rates	Rates
	Pr/Day Rate	350.00	155.00	450.00
	Pr/Hr Rate	60.00	24.00	75.00
Auditorium	Rate	2004	2004	2004
West Half	Category	Rates	Rates	Rates
	Pr/Day Rate	153.00	67.00	190.00
	Pr/Hr Rate	25.00	10.00	32.00
Rooms 1&4	Rate	2004	2004	2004
Mid-sized	Category	Rates	Rates	Rates
	Pr/Day Rate	50.00	23.00	77.00
	Min. Charge (2 hrs)	18.00	9.00	25.00
	Pr/Hr Rate	7.25	3.50	12.00
Rooms 2&3	Rate	2004	2004	2004
Foyer-Large	Category	Rates	Rates	Rates
	Pr/Day Rate	75.00	30.00	99.00
	Min. Charge (2 hrs)	24.00	11.50	33.50
	Pr/Hr Rate	12.00	4.50	17.25
Kitchen- Full	Rate	2004	2004	2004
With Auditorium	Category	Rates	Rates	Rates
	Pr/Day Rate	37.00	22.00	68.00
	Pr/Hr Rate	6.00	3.00	9.25
Kitchen - Full	Rate	2004	2004	2004
W/out Auditorium	Category	Rates	Rates	Rates
	Pr/Day Rate	82.00	44.00	102.00
	Pr/Hr Rate	8.25	5.00	11.25