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## Recreation & Cultural Services

### Conditions of Use & Allocation Policies Manual for RECREATION FACILITIES, THEATRE, SPORTSFIELDS AND PARKS

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The purpose of this policy is to establish guidelines for the general use and allocation of City recreation and cultural properties. This policy is to be used in concurrence with *Bylaw 9609, Fees and Charges for Recreation and Cultural Services*. The Director of Recreation & Cultural Services or his/her designated authority reserves the right to make revisions to this policy as required as long as the overall intent of the guidelines have not been changed.

Effective January 21, 2013

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## **GENERAL REFERENCE**

The following General Definitions, Terms & Conditions, Fees & Charges and Insurance apply to:

- Programs & Admissions
- Parkinson Recreation Centre
- Multi-use Facilities:
  - Cedar Creek Community Hall
  - Okanagan Mission Activity Centre
  - Parkinson Activity Centre
  - Rutland Seniors Centre
  - Kinsmen Fieldhouse Hall
  - Media Centre
  - Tennis and Pickleball Courts
- Arenas
- Aquatic Facilities
- Sportsfields and Stadiums
- Overnight Parking
- Apple Bowl
- Capital News Centre Sport Courts
- Outdoor Events
- Stuart Park
- Other Parks and Facilities
- Kelowna Community Theatre

**Other specific Definitions, Terms & Conditions may apply and can be found within the individual sections contained throughout this policy.**

## **GENERAL DEFINITIONS**

**Adult Sport Organization** - A recognized Kelowna Adult Sport Association or an association whose primary purpose is for activities for adults (aged 19 & older) are registered non-profit societies and are volunteer based.

**Agreement Holder** - The signatory on the Facility Use Agreement.

**Casual User** - An occasional renter/user that does not use a regularly scheduled time slot through a season.

**Commercial Organization** - An organization which operates on a for-profit basis.

**Community/Local Non-Profit Organization (LNPO)** - A non-incorporated group composed of individuals joined together on a non-profit basis or a non-profit organization incorporated under the Society Act of BC. For groups to be considered as LNPO and be eligible for the non-profit rate, the following conditions must apply else there may be a reduction in that LNPO's annual allocated hours:

- Membership of the group is open and available to any Kelowna resident.
- At least 75% of the members are residents of Kelowna or work at a business address in Kelowna.
- The purposes and practices of the group are not contrary to the BC Human Rights Act or the group is not involved in the promotion of unlawful activities.
- The purpose of the group shall enrich the liveability of the Kelowna community.
- Must have exclusive control of the booked time and be responsible to directly pay the rental fees.
- Must be legally responsible and liable for all activities related to the event.
- Must be able to demonstrate that the financial risk and reward related to the event rests clearly with the LNPO.
- Must direct any net profit from the event to the purposes of the LNPO.
- May employ or contract others on a 'fee for service' for the delivery of the event.

**Community Event** - Rental of time to community groups for non-profit community activities.

**Facility** - Includes buildings, parks and sportsfields.

**Facility Use Agreement/Invoice** - Hereby referred to as the Agreement.

**League** - Due to the varied nature of sports organizations, league may be interpreted as a Club, Association, Society, etc.

**Marquee Event** - An annual event of significant stature that has community wide benefit and impact.

**Minor Sport Organization** - A recognized Kelowna Minor Sport Association or an association whose primary purpose is for activities for children and youth (aged 18 & under), are registered non-profit societies and are volunteer based.

**Multi-Age Sport Organization** - A group with both adult and minor registrants who are registered non-profit societies. If the group has more adult members than youth members it will be considered an adult group for purposes of applying rental fees.

**Predominant User** - The most common user of a playing field/arena. This is not intended to exclude other users.

**Private/Recreation Group/Adult Sport Organization** - A group whose majority membership consists of adults (19 years & older) or minors that are not minor sport organizations such as fun league adult hockey, roller hockey, lacrosse etc will be considered an Adult Group for the purpose of application of fees.

**Renter** - Means an individual person or persons, feminine and/or masculine.

**Special Event** - An organized event, such as a concert, ice show, convention or competition held within a City Facility.

**Team** - May be interpreted as an individual or group of Facility users.

**Tournament** - A series of games held at one or more sites over one or more days which does not constitute part of regular season play and is open to non league teams. A tournament with only local participation will be considered under 'League Play' when prioritized.

**Tournament Major** - A tournament that creates a disruption to the schedule affecting other groups and requires more than the annual allocation of space.

**Traditional Use** - An existing local minor sport association, adult group, performance or special event which has been on-going for more than three years. Traditional use refers to the number of hours or days booked annually by the group except for Kelowna Community Theatre which refers to a specific date. Other considerations when reviewing traditional use include daily time slot, day of booking, location of booking and traditional league/event patterns.

## GENERAL TERMS & CONDITIONS

- 1) **Code of Conduct:** All individuals and groups accessing the City's facilities are required to respect and follow an expected standard Code of Conduct and comply with rental rules and regulations or will be subject to Facility banning procedures, termination of contract and/or suspension of rental privileges for one year.
- 2) **Agreements:** Will be documented on the standard contract form and invoiced accordingly. The Agreement Holder is authorized to use only the Facility listed for the event, date and time as set out in the Agreement. All renters must adhere to the Terms & Conditions as set out in the Facility Use Agreement(s). All requested information must be received before starting date on the contract (e.g. proof of insurance coverage, field contact representative, league executive, league schedules). **Assignment:** The Agreement Holder will not allow any other person, group or organization to use or sub-lease the Facility.
- 3) **Agreement Changes:** Any changes to the Agreement must be made in writing and signed by both the Agreement Holder and a signatory on behalf of the City. While all attempts to accommodate changes will be made, some changes requested less than 24 hours prior to the event may not be allowed.
- 4) **Rental Request Deadlines:** Requests received by the City with 7 days or less notice will be assessed by City staff as to the ability of the City to meet the contract requirements. If it is determined that the number of days notice is not sufficient, the rental request may not be accommodated. **Future Rentals:** There shall be no bookings taken beyond two years (24 months) in the future.
- 5) **Rental Request Approval:** The Director of Recreation & Cultural Services or his/her designated authority reserves the right to approve, cancel or deny any rental request at the City's sole discretion.
- 6) **Cancellations:**
  - i) **Cancellation by Agreement Holder <sup>1</sup>:** All bookings are subject to a cancellation fee. If the Agreement Holder delivers written notice of cancellation at least fourteen (14) days prior to the date of the event, the Agreement Holder is not required to pay the Rental Fee for the event. However, a cancelled booking regardless of the number of days notice will result in the forfeit of the rental deposit as outlined in (i) in the General Fees & Charges section.  
<sup>1</sup> *30 days notice is required for cancellation of arenas, ball diamonds, and outdoor facilities or full charges may apply. Some exceptions may apply - refer to specific information attached hereto. Groups that release booked time within the thirty (30) day period will not be subject to cancellation fees if the City is able to rent the Facility to another. Transferability of rental deposit may be allowed at the sole discretion of the City.*
  - ii) **Cancellation for tournament or special event:** must be made thirty (30) days in advance or full charges may apply. The City encourages the development of new tournaments and may be flexible with its cancellation policies during the tournament's initial start up year.
  - iii) **Cancellation by City for Agreement Holder's Breach:** Without limiting other remedies available to the City, the City may cancel this Agreement, prevent the Agreement Holder from holding the event or remove the Agreement Holder from the Facility during the event and in each of those cases keep the damage deposit if the Agreement Holder breaches any term or condition of this Agreement.
  - iv) **Cancellation for other reasons:** If the Agreement Holder is prevented from using the Facility on the date or dates set out in the Agreement for the event because a labour dispute

is blocking access to the Facility or because a fire, flood, earthquake or other natural disaster has destroyed or damaged the Facility, the City may cancel the Agreement and may reimburse the Rental Fee and/or Deposit to the Agreement Holder.

- 7) **Youth Groups:** If the Facility is used by a group with any person under the age of 16, at least two persons, 19 years of age or older, must supervise the group at all times.
- 8) **Facility Suitability:** It is the Agreement Holder's responsibility to assess the Facility and be satisfied that the Facility is suitable and safe for its event. The City makes no promises, warranties or representations as to the suitability of the Facility for the Agreement Holder's event.
- 9) **Facility Access:** Unless other arrangements are made the Agreement Holder will not be given any keys to the Facility and instead the Agreement Holder acknowledges that the Facility will be unlocked and locked by City staff or its agents, servants or contractors. (Not applicable to some park rentals).
- 10) **Facility Modifications:** The Agreement Holder must not construct, erect, attach or cause or permit any device, fixture, sign, fence or decoration to be installed or attached in any way to any part of the Facility without the prior written consent of the City. Absolutely no ground penetration (stakes) or structures can be erected in City Parks. The City reserves the right to cancel an event if ground conditions are such that use would result in significant damage to turf and/or park infrastructure.
- 11) **Vacating the Facility:** The Agreement Holder and all guests must vacate the Facility by the end time indicated on the Agreement. The Agreement Holder acknowledges and agrees that if it does not do so, the damage deposit will be retained by the City. **Clean Up:** The Agreement Holder must leave the Facility in a clean, neat and tidy condition following the event so that the Facility is returned to the condition it was at the beginning of the Agreement. If the Facility is indoors, the Agreement Holder must clean the floors and clean and store any of the City's chairs, tables and other equipment that the Agreement Holder was permitted to use.
- 12) **Litter Control:** Permit Holders are responsible for collection and removal of litter generated by their event including litter and broken glass from the parking area and all areas between the parking area and the Facility at the conclusion of the event. Charges will apply for any clean up done by City Staff.
- 13) **Removal of Goods & Chattels:** The Permit Holder undertakes and agrees to remove all the goods and chattels of the Permit Holder on or before the termination of this Agreement. In the event that the Permit Holder shall fail to remove such goods and chattels as aforesaid, the City may remove and store goods and chattels at the expense of the Permit Holder and the City shall not be liable for any damage to or loss of the said goods and chattels during such removal or storage, or both. The City may deduct appropriate charges from the Damage Deposit. All equipment, displays, moneys and other goods and chattels of the Licensee brought onto or into the City Facility shall be the sole responsibility of the Permit Holder and the City shall not be liable for any damage to or loss of such equipment, displays, moneys and other goods and chattels from any cause whatsoever.
- 14) **Right of Entry:** The Permit Holder agrees that the Director of Recreation & Cultural Services or such other person(s) designated from time to time to carry out the functions of the Manager of the Facility or Park for purposes of this Agreement, together with any agents or employees of the City, shall at all reasonable times be entitled to enter upon and inspect the City Facility and to make such alterations, repairs or additions as may be necessary in the opinion of the Director or designated person for the safety and preservation of the Facility.
- 15) **No Smoking:** The Agreement Holder shall not permit anyone to smoke in the Facility except in designated smoking areas. Smoking is not permitted within 3 metres of public or workplace

doorways, open windows or air intakes (i.e. a “buffer zone”). For Facilities located in recognized parks, the Parks & Public Spaces Bylaw #6819-91 applies which includes but is not limited to No Smoking.

- 16) **Concessions:** The City has the sole and exclusive right to operate or lease out all concessions in or on City facilities. The Agreement Holder cannot conduct business and/or operate a concession to sell food, drinks, clothing or other goods at or from the Facility unless authorized under the Agreement. The Agreement Holder must also possess the appropriate City of Kelowna Business Licence and have an affiliation with a local firm. Exceptions may be permitted for non-profit sales such as club promotions and apparel, subject to approval by the City in consultation with the Facility Operator as detailed in the Facility Use Agreement(s).
- 17) **Liquor:**
  - i) **No Liquor Unless Permitted:** The Agreement Holder must not allow alcohol to be sold, offered for sale or consumed at the Facility/Event unless authorized under the Agreement and a Special Occasion Licence has been approved. The Agreement will specify which locations are approved for liquor consumption.
  - ii) **If Liquor Permitted:**
    - a. Indoor Venues - the Agreement Holder must not allow alcohol to be brought to the Facility/Event by participants or persons attending. All permitted alcohol must be supplied and served by the Agreement Holder. The Agreement Holder must complete a City of Kelowna “Special Occasion Licence” application, to be approved by the Director of Recreation & Cultural Services or his/her designate before obtaining a liquor permit. The Agreement Holder must then obtain and display at the event site, a valid liquor license from the Province which must comply with regulations of the Liquor Control and Licensing Branch, Ministry of Public Safety and Solicitor General. **A security person as contracted by the City must on the premises during the event and the Agreement Holder will be responsible to pay for this service.** No liquor to be served or consumed outdoors.
    - b. Outdoor Events – Outdoor Events section 3.3.4 applies.
  - iii) **Host Liquor Liability Endorsement:** The Permit Holder, together with all of its subcontractors (as applicable), shall provide evidence of Host Liquor Liability coverage by way of either a separate Endorsement to their Comprehensive General Liability Insurance or specific language to be included in the Certificate of Insurance confirming coverage is not excluded.
  - iv) The Agreement Holder must comply with the **Designated Drive Awareness Program** as per Council Policy 310.
- 18) **Security:** The City may require that a renter pay for additional services of bonded uniformed security personnel at certain functions or at Parkinson Recreation Centre when the rental takes place outside the usual operating hours and may stipulate the number and duration of time for such personnel.
- 19) **Compliance with Laws:** The Agreement Holder must comply with all applicable Municipal, Provincial and Federal laws, regulations and bylaws in its use of the Facility. Failure to do so may result in termination of the Agreement and/or denial of future rental privileges.
- 20) **Special Events** throughout the different seasons such as Ice Carnivals, Minor Association, Major Tournaments etc., will be contracted separately from the regular booking through a separate Facility Rental Contract.
- 21) **Statutory Holidays and after hours events:** Any event going beyond the normal hours of the City’s working schedule including special events on a Statutory Holiday will be required to pay the additional labour costs at the applicable rate as per the CUPE Collective Agreement. Any requests for facility rentals on a Statutory Holiday will be considered on an individual basis.
- 22) The City reserves the right to protect **Marquee Events** by limiting the ability of an event of a

similar nature to rent city facilities if, in the City's opinion, the new request would endanger the viability of the existing Marquee Event.

- 23) **Fire Code Regulations:** The Agreement Holder shall not permit over-crowding by spectators and/or participants in excess of the limits set by the Fire Commissioner, and shall not permit blocking of hallways, exits, etc. with equipment. The Agreement Holder shall strictly adhere to all Fire Code regulations.
- 24) **First Aid** is the responsibility of the Agreement Holder/user.
- 25) The City and its operators reserve the right to schedule both **Routine and Special Maintenance** on all City owned facilities, which may require the closure of facilities for the appropriate amount of time based on the maintenance application.
- 26) The Agreement Holder is not permitted to install or use a **Closed circuit T.V.** for commercial purposes in any part of the building.
- 27) **Facility Damages:** User groups are required to cooperate with the City staff by reporting damages to facilities, equipment and unsafe conditions prior to the game/event or at their earliest convenience. The Agreement Holder shall be liable for any damage to the building occurring as a result of their use during the renter's contract time.
- 28) **Dressing Rooms:** Will be available to the Agreement Holder 30 minutes before and after a game or practice unless otherwise stated. While in the dressing rooms, minor groups must be supervised by a designated team official at all times.
- 29) Depending on size and nature of event, user group(s) may be required to meet with a designated City official to complete the **Pre/post Event Checklist** as part of the preparation and clean-up of tournaments or other special events.
- 30) All use of **Electrical Connections** must be approved by facility staff and completed by a qualified contractor. Any additional connection requirements must be made by the Agreement Holder and all costs become their responsibility. An electrical permit from BC Safety Authority may be required and will be the responsibility of the Agreement Holder.



## GENERAL FEES & CHARGES

All fees and charges are as outlined in the **RECREATION & CULTURAL SERVICES FEES AND CHARGES BYLAW NO. 9609**. Additional information relating to fees & charges is located in the applicable section of this document.

- a) For fees that increase by an annual percentage and are established by ratio, the increase will be calculated on the applicable base rate and the ratios will be maintained.
- b) All commercial rates are set higher than the “*non-profit*” rate. Refer to specific facility/park for details.
- c) Each contract is to be paid according to the Terms identified within.
- d) Payment options include cash, cheque, Visa, MasterCard and Debit Card. The City reserves the right to demand prior payment of any charges at the time of signing the Agreement, which will apply in the case of most bookings received from distant points.
- e) A service charge may be applied to credit card transactions greater than \$2,500.
- f) Rentals may be subject to a minimum charge.
- g) In the event of a rate change, the rate charged will be the rate that is or will be applicable at the time of the rental.
- h) Payment by casual users is due in advance of use. No exceptions.
- i) Deposits:
  - i. *Damage Deposit*: The Agreement Holder is liable for any damages and must provide a Deposit to the City 14 days in advance of the event. The City reserves the right to determine the amount of the Damage Deposit based on the nature and location of the event and the Agreement Holder agrees that the City may keep all or part of the Deposit as a payment toward the repair of damage to the Facility and/or to cover any outstanding charges. If damages exceed the amount of the deposit the Agreement Holder will pay all additional amounts owed. Even though the City may keep the Deposit, the City is still entitled to pursue other legal remedies to pursue amounts owing from the Agreement Holder. Damage deposits must be paid thirty (30) days prior to the event or at the time of booking if less than 30 days.
  - ii. *Rental Deposit*: A non-refundable rental deposit is due and payable at the time of booking to secure the rental. The amount is dependent upon the Agreement total and any exceptions are noted in the applicable section of this policy.
- j) **NSF Payments**: The City of Kelowna’s current service charge will be applied on all payments returned NSF. Three (3) occurrences of NSF payments will require all future payments to be made in cash or by certified cheque.
- k) **Overdue Accounts** are subject to being sent to collections and may result in the termination of privileges for booking, registering or admission to any City of Kelowna facilities or programs until account is paid in full.
- l) Any organization being favoured with a **Grant-In-Aid** or rent free usage of a Facility, must also sign an Agreement for the Facility in the usual manner and the rental charges will be paid for internally by the City. Reference Council Policy 58 Grant-in-Aid Funding Requests.
- m) **School rates** apply during regular school hours (8 a.m. - 3 p.m.), booked by the school as part of an approved school activity in Arenas & Sportsfields.

- n) Regular Local Non-Profit Minor Leagues and Associations are required to pay within 30 days of the current month end.
- o) Regular Adult Recreation including Commercial is required to pay monthly in advance of use.
- p) At the discretion of the Director of Recreation & Cultural Services and/or his/her designated authority may, from time to time, approve alternate payment arrangements based on registration timelines and cash flow. It is the responsibility of the Agreement Holder to clearly demonstrate a need to an alternate payment plan.
- q) The Director of Recreation & Cultural Services or his/her designate is able to negotiate a rate with large commercial rentals to secure a business, as long as the negotiated rate is within 20% of the set commercial rate. The purpose of this policy is to facilitate the development of sport tourism opportunities that further utilize facility space.
- r) **Interest:** Any amounts owing by the Agreement Holder to the City after the time payment is due will bear interest at the current City of Kelowna rate, calculated monthly not in advance.
- s) **Outdoor Event Tourism Incentive:** Events and outdoor sport tournaments that have a significant tourism draw and meet the following criteria, may apply for a reduction in fees owed to the City:
  - Event must take place between mid September and end of June in a park or sport field
  - Must demonstrate a positive tourism impact
  - Available to new events only
  - Application must be submitted a minimum 90 days prior to event date and a post event report must be submitted within fourteen (14) days of event completion

Park or sport field rental and application fees may be reduced to a maximum of fifty (50) percent in year one and twenty five (25) percent in year two.

## GENERAL INSURANCE

All renters of City of Kelowna Facilities will be responsible to have comprehensive General Liability Insurance as described in the following sections:

### 1. Options

- **All Sport Insurance** - the City of Kelowna can forward a request and payment directly to All Sport Insurance Marketing Ltd. as a service to the renter - *the City is not an insurance agent, broker or representative of All Sport Insurance*. Fees and information schedules are available at Parkinson Recreation Centre and the Sport Kelowna Office.
- **Insurance Company of choice** - should a renter choose to purchase insurance at the Insurance Company of the renter's choice, the insurance requirements required by the City of Kelowna are provided below:

### 2. Renter to Provide

Renter shall without limiting its obligations or liabilities under the permit/contract, procure and maintain at its own expense and cost, the insurance policies listed with limits no less than those shown in the respective items, unless the City advises in writing that it has determined that the exposure to liability justifies less limits. The insurance policies shall be maintained continuously from commencement of the Agreement until the date of termination of the Agreement or such longer period as may be specified.

- A. Worker's Compensation Insurance covering all employees of the renter engaged in the contract in accordance with the statutory requirements of the province or territory having jurisdiction over such employees;
- B. Comprehensive General Liability Insurance providing for an inclusive limit of not less than \$2,000,000.00 for each occurrence or accident;
  - (i) Providing for all sums which the renter shall become legally obligated to pay for damages because of bodily injury (including death at any time resulting there from) sustained by any person or persons or because of damage to or destruction of property caused by an occurrence or accident arising out of or related to this rental agreement or any operations carried on in connection with this rental Agreement;
  - (ii) Including coverage for Participant Injury, Products/Completed Operations, Blanket Contractual, Contractor's Protective, Personal Injury, Contingent Employer's Liability, Broad Form Property Damage, Tenant's Legal Liability and Non-Owned Automobile Liability;
  - (iii) Including a Cross Liability clause providing that the inclusion of more than one Insured shall not in any way affect the rights of any other Insured hereunder, in respect to any claim, demand, suit or judgment made against any other Insured.
- C. Automobile, Aircraft and Watercraft Liability Insurance covering all motor vehicles, aircraft or watercraft owned, operated and used or to be used by the Exhibitor directly or indirectly in the performance of the Contract. The Limit of Liability shall not be less than \$2,000,000 inclusive, for loss or damage including personal injuries and death resulting from any one accident or occurrence.

#### 2.1. The City Named As Additional Insured

The policies required shall provide that the City is named as an Additional Insured there under and that the said policies are primary without any right of contribution from any insurance otherwise maintained by the City.

#### 2.2. Certificate of Insurance

The renter agrees to submit Certificates of Insurance, as supplied by the City and made a part hereof, for itself and to the Recreation Manager at the City prior to commencement of the rental Agreement. Such certificate shall provide that 30 days' written notice shall be given to the Sport and Event Development Manager of the City, prior to any material change or cancellation of any such policy.

**2.3. Other Insurance**

After reviewing the rental Certificate of Insurance, the City may require other insurance or alterations to any applicable insurance policies in force during the period of the rental Agreement and will give notifications of such requirement. Where other insurances or alterations to any insurance policies in force are required by the City and result in increased insurance premium, such increased premium shall be at the renter's expense.

**2.4. Additional Insurance**

The renter may take out such additional insurance, as it may consider necessary and desirable. All such additional insurance shall be at no expense to the City.

**2.5. Insurance Companies**

All insurance which the renter is required to obtain, with respect to the Agreement, shall be with insurance companies registered in and licensed to underwrite such insurance in the Province of British Columbia.

**2.6. Failure to Provide**

If the renter fails to do all or anything which is required of it with regard to insurance, the City may do all that is necessary to affect and maintain such insurance and any monies expended by the City shall be repayable by and recovered from the renter. The renter expressly authorizes the City to deduct from any monies owing by the renter to the City or otherwise accepts that the City will invoice the renter for costs incurred to insure.

**2.7. Proof of Insurance:** The Agreement Holder must provide proof of liability insurance appropriate for the Facility Agreement use, to the City at least 48 hours (21 days for Outdoor Event Applications/Permits) prior to holding its event at the Facility. If proof of insurance is not provided to the City within the time required, the City may cancel this Agreement, prevent the Agreement Holder from holding its event, and retain the Deposit. Theatre rentals are an exception where if proof of insurance is not provided prior to the event, the City will apply for All Sport Insurance on the renter's behalf and will invoice the renter.

**2.8. User Group Insurance (if applicable):** If the City has accepted insurance for the Agreement Holder as required for any program whereby the City has collected fees for such insurance, it is understood that the City is NOT an agent or broker of insurance and makes NO representations or warranties with respect to the appropriateness of such insurance whatsoever. Agreement Holders are strongly encouraged to consult a licensed insurance broker and/or legal advisor regarding insurance for their activities related to this Agreement. The City's acceptance of insurance as meeting the requirements, in no way limits the liability of the Agreement Holder.

**2.9. Hold Harmless:** The Agreement Holder shall be liable for all loss, costs, damages, and expenses whatsoever incurred or suffered by the City, its elected officials, officers, employees and agents (the Indemnities) including but not limited to damage to or loss of property and loss of use thereof and injury to or death of a person or persons resulting from or in connection with the performance, purported performance, or non-performance of this permit/contract, excepting only where such loss, costs, damages and expenses are as a result of the sole negligence of the Indemnities.

**2.10. Indemnity:** The Agreement Holder shall defend, indemnify and save harmless the Indemnities from and against all claims, demands, actions, proceedings and liabilities whatsoever and all costs and expenses incurred in connection therewith and resulting from the performance, purported performance, or non-performance of the Agreement, excepting only where such claim, demand, action, proceeding or liability is based on the sole negligence of the Indemnities.

**2.11. Joint and Several Liability:** If the Agreement Holder is composed of more than one person (whether that person is an individual or a society or a company), each person is jointly and severally responsible for complying with all the terms of this Agreement.

## PARKINSON RECREATION CENTRE AND MULTI-USE FACILITIES

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The General Conditions & Definitions for the Rental of City of Kelowna Facilities on pages 4-14 apply to all sections. All other conditions are outlined below.

### 1. PROGRAMS & ADMISSIONS DEFINITIONS

**Admissions** - are limited to the Parkinson Recreation Centre Fitness Facility, pool & gymnasium.

**Facility Pass** - includes pool (as defined below), cardio room, weight room, circuit plus and open gymnasium.

**Family** - is two parents and all of their children under 19 years of age who are related by birth, legal status or marriage.

**Pool Pass** - includes public swim, lane and adult swim, whirlpool and steam room.

**Programs** - are delivered throughout the community.

**Recreation Access Pass** - a discount recreation pass for persons with a permanent cognitive or physical disability.

### 2. PROGRAMS & ADMISSIONS, FEES & CHARGES

All fees and charges are as outlined in the *RECREATION & CULTURAL SERVICES FEES AND CHARGES BYLAW NO. 9609, Schedule A*.

All charges shall be paid in advance when a program is enrolled in, or before an activity takes place. For any payments returned NSF, the enrolled participant will not be allowed to continue in the program until payment is received. The Director of Recreation & Cultural Services or his/her designate reserves the right to reassess each case individually.

#### 2.1. **Passes & Admissions:**

Passes are non-transferrable.  
Identification is required to purchase a pass.

#### 2.2. **Seniors Discount & Rates:**

The City will offer a reduced rate on general admission fees for Facility and Pool access as well as on all land & aquatic fitness program drop-in and registration fees at Parkinson Recreation Centre. Identification is required.

#### 2.3. **H2O Adventure and Fitness Centre and Parkinson Recreation Centre Joint Facility Access:**

Participants with a valid membership at H2O or a one year pass at Parkinson Recreation Centre are eligible for a 25% discount on single admission or punch cards as used by the respective facility. Access through this program is limited to the equivalent age category, for example: adult pass/membership is eligible for an adult single or punch card admission at the other facility.

#### 2.4. **Refunds:**

Programs may, at times, be cancelled due to insufficient enrollment. In the event of a cancellation, time or location change, participants will be notified with as much lead time as possible.

##### (a) **Program Cancellations:**

- Should the City cancel a program, preference of a full refund, credit on account or enrollment in another available program will be made available.
- Processing and mailing of a refund cheque may take up to three (3) weeks.
- Payments made by credit card or debit card will be refunded back to the card.
- Program cancellations are not subject to the withdrawal fee.

##### (b) **Program Withdrawals & Transfers:**

- All program withdrawals are subject to the withdrawal fee but program transfers are exempt. The Director of Recreation & Cultural Services or his/her designate, at his/her discretion, may from time to time waive the withdrawal fee.
- Full refunds less the withdrawal fee will only be considered 72 hours prior to program commencement to allow for others to register; except for sport teams

(see below). If less than 72 hours notice is given the withdrawal fee plus the price of the first class will be charged.

- Withdrawals requested during or after the second class are subject to the withdrawal fee and require management's approval for refund or credit.
- Refund or credit amounts will be prorated from the date of the withdrawal request.
- Sport Teams: There are no refunds for team or player withdrawals from sport leagues once the sport league schedule has been published unless the team or individual can be replaced.

**(c) Pass Cancellations:**

- A refund or credit will be issued for cancelled Facility or Pool passes. A cancellation fee will be charged at the time of cancellation unless a doctor's note is provided. The refund on 3, 6 and 12 month passes will be calculated as the difference between the original amount paid and the equivalent months used at the one month rate. No refunds are available on partially used 10 & 20 entry passes.

**(d) Registration Service Agreements:**

- Refunds will only be considered 24 hours prior to program commencement. Refunds after program commencement are subject to the discretion of the Not for Profit community organization that the City is processing registrations for.

**2.5. Credits:**

Clients may leave a refund on account as a credit to be used at a later date.

Credit balances on accounts will be subject to Council Policy 330.

Credits less than \$50 will become the property of the City of Kelowna after one (1) year of inactivity. Credits greater than \$50 will become the property of the City of Kelowna after three (3) years of inactivity.

**2.6. Waitlists:**

Waitlisted clients will receive a call as space becomes available. The City will hold the spot for 24 hours only. On long weekends, this time will be extended until the first business day after the holiday.

**2.7. Pass Extensions:**

- 1 month pass - no extensions available
- 3 month pass - no extensions available
- 6 month pass - one time extension, maximum of two (2) weeks requested in advance
- 1 year pass - one time extension, maximum four (4) weeks requested in advance
- Extensions beyond these limits, due to medical reasons, are subject to approval by management and will require a doctor's note.

**2.8. Customer Satisfaction:**

Customers unsatisfied with a program or service may be offered a refund or issued a credit at the discretion of management.

**2.9. Scheduled Payments:**

- Scheduled payments are available for 6 month and one year Aquatic & Facility passes.
- Payment processing fee is due on pass purchases/renewals and is non-refundable.

**3. CORPORATE PASS PROGRAM**

Businesses within the City of Kelowna may take advantage of the "Corporate Pass Program" to access the Parkinson Recreation Centre Facility and Pool based on the following criteria:

- a) Participation must be maintained by a minimum of five (5) employees from each organization. The start and end date of the passes must be the same so employees enrolling in an existing Corporate Pass will pay a prorated fee.
- b) Discount is based on one (1) year adult facility passes only.
- c) Discount is available to employees of the organization only.
- d) Payment can be made in monthly instalments (Scheduled Payments) but a non-refundable service charge will be applicable.
- e) Application requires proof of employment.
- f) Withdrawal from the Corporate Pass Program will be considered only if five (5) employees remain in the program. Pass holders requesting cancellation where the number of employees remaining is less than five (5) will be required to find a replacement within their organization to be eligible for a refund.

#### **4. RECREATION ACCESS PASS REQUIREMENTS**

An Access Pass will be issued to individuals with a permanent disability, be it physical or cognitive, based on the following eligibility requirements.

**a) Confirmation by any one of the following authorities:**

1. A letter from the disability pension provider stating the person's name, phone number, mailing address, date of birth and disability status. Disability pension providers include the Federal or Provincial governments, Revenue Canada Disability Tax Credit, Canada Veterans Affairs, W.C.B., ICBC or private insurance company. Partial disability pensions and pension applications in process will not be considered;
2. A referral letter from an established agency, association or group home whose mandate is to support persons with a permanent cognitive or physical disability. The referral letter must state the person's name, phone number, mailing address, date of birth and disability status. Referral letters will not be accepted from physicians or other medical professionals; or
3. The approval of the Community Recreation Coordinator of Adaptive Programs.

**b) Access Pass Fees:**

For use by clients who have a permanent disability. The fees are based on a percentage of the annual Facility or Pool adult pass rates: A pass for Programs and Facility Access is 33% and a pass for Programs or Facility Access is 25% of the regular rate.

**c) Child/Youth Access Pass Holders:**

Clients may only apply to the Community Recreation Coordinator of Adaptive Programs to receive free admission to specific Parkinson Recreation Centre special events.

#### **5. FACILITY RENTALS**

All fees and charges are as outlined in the ***RECREATION & CULTURAL SERVICES FEES AND CHARGES BYLAW NO. 9609, Schedule B.***

The General Conditions for the Rental of City of Kelowna Facilities on pages 4-14 apply to all sections. Other specific conditions are as outlined below.

##### **5.1. PARKINSON RECREATION CENTRE**

- Includes Banquet Rooms, Kitchen, Meeting Rooms, Tennis/Pickleball Courts and Multi-Use Rooms.
- For Apple Room rentals and portions thereof, guaranteed hold days, set-up and takedown days are at one-half the rate.

Room name	Dimensions	Size (sq ft)	Capacity Banquet/ Dance	Capacity Meeting
Apple Room	56' x 108'	6,000	400	450
MacIntosh Room	56' x 72'	4,000	175	250
Spartan Room	56' x 36'	2,000	70	100
Kitchen	NA	NA	NA	NA
Gala Boardroom (Boardroom table in place)	36' x 15'	540	Meetings Only	20
Orchard Room (Bartlett, Red Haven & Sun Haven Sections, + 2 Kitchenettes)	60' x 30'	1,800	80	100
Bartlett Room (+ Kitchenette)	21' x 30'	640	30	40
Red Haven Room	18' x 30'	540	20	30
Sun Haven Room (+ Kitchenette)	20' x 30'	600	20	30
Haven Room (Red Haven & Sun Haven Sections + Kitchenette)	38' x 30'	1140	40	50
Bartlett Sun Room (Bartlett & Sun Haven Sections + 2 Kitchenettes)	41' x 30'	1230	50	60
Outdoor Setup	Lawn off Banquet Room	NA	400 Outdoor Event	NA
Outdoor Barbecue (does not include Kitchen facilities)	Back Patio			

## MULTI-USE FACILITIES

All fees and charges are as outlined in the **RECREATION & CULTURAL SERVICES FEES AND CHARGES BYLAW NO. 9609, Schedule F.**

### 5.2. PARKINSON ACTIVITY CENTRE

- Booking priority is Parkinson Seniors Society then City Programming then community rentals.
- Fully equipped commercial kitchen is available.

Room name	Dimensions	Size (sq ft)	Capacity Banquet/ Dance	Capacity Meeting
Activity Room	36' x 31'	1,116	40	50
Main Hall	57' x 60'	3,420	170	250
Kitchen	NA	NA	NA	NA
Meeting Room	19' x 21'	400	Meetings Only	25
Lounge Triangular room with 5 permanent tables and 20 chairs.	28' x 20' approximately	560	20	20



**5.3. OKANAGAN MISSION ACTIVITY CENTRE**

- Available for private rentals on a limited basis, not extending after 10:00 p.m. **It is imperative that users be completely clear by 10:00 p.m.**
- Kitchen has stove and fridge.
- Renter to provide all dishes, cutlery, etc. - limited dishes and cutlery are available.

Facility	Location	Capacity
Hall, Kitchen & Grounds	4398 Hobson Road, Kelowna, B.C. V1W 1Y3	70

**5.4. KINSMEN FIELDHOUSE HALL**

- Available for private rentals on a limited basis. City programs have priority.
- Renter to provide all dishes, cutlery, etc.

Facility	Location	Capacity
Hall & Kitchen	3975 Gordon Drive, Kelowna, B.C. V1W 4M8	70 meeting; 60 banquet

**5.5. MEDIA CENTRE - MISSION SOFTBALL COMPLEX**

- Complete with 40 chairs and 10 tables.

Facility	Location	Capacity
Meeting Room	3975 Gordon Drive, Kelowna, B.C. V1W 4M8	40 using tables & chairs 60 - not using tables

**5.6. CEDAR CREEK COMMUNITY HALL**

- Available for private rentals on limited basis. City Programs have priority.
- Complete with tables and chairs for approximately 60. Additional tables/chairs are the responsibility of the renter.
- **It is imperative that users be completely clear by 10:00 p.m.**
- Kitchen has a stove, fridge and sink. Kitchen is not rented separately.
- Renter to provide all dishes, cutlery, etc.

Facility	Location	Capacity
Meeting Room	5160 Chute Lake Rd, Kelowna, B.C. V1W 4L6	25
Community Room Includes Main Hall & Kitchenette (entire facility)		60

## 5.7. RUTLAND SENIORS CENTRE

- Available for private rentals on limited basis. City Programs have priority.
- Complete with tables and chairs for approximately 30. Additional tables/chairs are the responsibility of the renter.
- **It is imperative that users be completely clear by 10:00 p.m.**
- Kitchen has a stove, fridge and sink. Kitchen is not rented separately.
- Renter to provide all dishes, cutlery, etc.

Facility	Location	Capacity
Meeting Room	765 Dodd Road, Kelowna, B.C. V1X 5H1	20
Multi Purpose Room		50
Hall		150

## 5.8. TENNIS AND PICKLEBALL COURTS

### Court Use

All City courts are open to members of the public free of charge on a first come first served basis, subject to rules posted at individual courts. Specified courts may be closed to public use due to scheduled lessons, rentals or maintenance.

- Only the eleven (11) courts at Parkinson Recreation Centre and one (1) at Hartwick Park are available for reserved bookings.
- Bookings taken for Non-Profit functions only, on the following priority:
  - a. City Programming
  - b. Non-Profit Rentals
  - c. Schools
- Fees may apply to Non-Profit rentals.
- The City Recreation & Cultural Services Department has priority over all other bookings.
- Groups booking courts must post information related to times, dates and courts to be used at least one (1) week prior to the date(s) of booking.
- At the discretion of the Director of Recreation & Cultural Services, additional courts may be booked to accommodate an event with significant community benefit.
- Groups are advised to have booking receipt on hand for inspection during use of courts in case of questions by other users.

### Tennis & Pickleball Court List

Park	Neighbourhood	Address	Tennis Courts	Lined for Pickleball
Basil Meikle	Central	1800 Parkinson Way	6	No
Birkdale	Rutland/Black Mtn	363 Prestwick Street	1	No
Blair Pond	Glenmore	333 Clifton Road	1	Yes
City	Downtown	1600 Abbott Street	2	No
Crossglen	Glenmore	207 Biggar Road	1	No
Edith Gay	Rutland	305 Moyer Road	2	Yes
Gerstmar	Rutland	955 Gerstmar Road	1	Yes
Hartwick	Glenmore	1480 Lambert Avenue	1	Yes
Jack Robertson	Glenmore	155 Willow Crescent	2	No
Kinsmen	Lakeshore	2600 Abbott Street	2	No

Knox Mountain	Downtown	450 Knox Mountain Drive	2	Yes
Parkinson	Central	1800 Parkinson Way	2	Yes
Quilchena	SW Mission	347 Quilchena Drive	1	No
Summerside	SE Kelowna	3858 Summerside Drive	1	No

**Pickleball Exclusive Courts**

Parkinson - 1800 Parkinson Way - 6 courts

## ARENAS

The General Conditions & Definitions for the Rental of City of Kelowna Facilities on pages 4-14 apply to all sections. All other conditions are outlined below.

### 1. ARENAS GENERAL INFORMATION

The intent of this policy is to establish guidelines for the general use and allocation of arenas by the City of Kelowna - Recreation & Cultural Services Department.

City Operated Arenas:	
Kelowna Memorial Arena 1424 Ellis Street, Kelowna BC V1Y 2A5	Rutland Arena 645 Dodd Road, Kelowna BC V1X 5H1
City Time Allocated Arenas:	
Prospera Place 1234 Water Street, Kelowna BC V1Y 9W6	Capital News Centre 3925 Gordon Drive, Kelowna BC V1W 3G6

### 2. ARENA DEFINITIONS

**Nominees:** Local non-profit community groups identified by the City as being qualified to use Community Priority Time at the Capital News Centre. The City will decide who will have nominee status based on the following criteria which shall include all or a majority of the following conditions:

- 1) The Nominee must have exclusive control of the Community Priority booked time and be responsible to directly pay the rental fees;
- 2) The Nominee must be legally responsible and liable for all activities related to the event;
- 3) The Nominee must be able to demonstrate that the financial risk and reward related to the event rests clearly with the Nominee;
- 4) The Nominee must direct any net profit from the event to the purposes of the non-profit group;
- 5) The Nominee may employ or contract others on a 'fee for service' for the delivery of the event; and
- 6) Failure to comply with any or all the above mentioned conditions may result in the reduction of that LNPO's annual allocated hours.

**Seasons:**

Regular Season-	Tuesday of Labour Day weekend to March 31 <sup>st</sup>
Spring Season-	April 1 <sup>st</sup> to June 30 <sup>th</sup>
Summer Season-	July 1 <sup>st</sup> to Monday of Labour Day weekend

**Prime/Non-Prime Time:**

Regular/Spring Season:	
Monday through Friday, excluding weekends, stat holidays and school holidays:	
6:00 a.m. - 8:00 a.m.	Prime
8:00 a.m. - 3:00 p.m.	Non-Prime
3:00 p.m. - 10:30 p.m.	Prime
10:30 p.m. +	Non-Prime
Weekends:	
6:00 a.m. - 10:30 p.m.	Prime
10:30 p.m. +	Non-Prime
Summer Season:	
6:00 a.m. - 10:30 a.m.	Prime
10:30 p.m. +	Non-Prime

### 3. ARENA FEES & CHARGES

All fees and charges are as outlined in the *RECREATION & CULTURAL SERVICES FEES AND CHARGES BYLAW NO. 9609, Schedule E*.

a) **Regular Season:**

Payments as per Contract. All General Terms & Conditions apply except as noted below.

Note: As groups become organized during the month of September, arrangements can be made for September's payment to be made at the end of the month.

b) **Spring/Summer Season (All Rentals):**

10% (non-refundable) of the total rental fee to be paid by March 1<sup>st</sup>.

90% or remainder to be paid 30 days prior to first day of booking.

#### Community Use Hours - Memorial, Rutland and Prospera Arenas

Admission for Public Skating are packaged as follows:

- Children 5 and under
- Child 6-13
- General Admission-Teen/Adult
- Seniors
- Skating Passes - All Ages/Teen/Adult - Book of 10
- Skating Passes - All Ages/Teen/Adult - Book of 20
- Family Skating Passes

Community Use rates are packaged as follows:

- Minors Rate
- Prime Time Private Recreation/Adult Hockey Commercial
- Non-Prime Time Private Recreation/Adult Hockey Commercial
- Lacrosse/Roller/Ball Hockey - (Minors Dry Floor)
- Lacrosse/Roller/Ball Hockey - (Adults - Dry Floor)
- School District No. 23 & Private Schools

Community Events - Rate/Day:

- Prospera Place

### 4. CANCELLATION OF ARENA BOOKINGS

Regular Season cancellations as per General Terms & Conditions

Spring/Summer Season - After the Annual Allocation Process has been finalized for the current ice season, groups are able to release booked ice up to March 1 with a minimum of thirty (30) days notice. After this date a **No Cancellation Policy** is in place for all bookings during the spring/summer period. Groups that release booked time after the March 1<sup>st</sup> date will not be subject to cancellation fees if the City is able to rent the ice or dry floor to another group.

### 5. ARENA SCHEDULING

#### Public Skating

A minimum of 12 hours per week will be regularly scheduled on at least one indoor ice surface from October to March of each ice season. The time will be a combination of weekday and weekend time with programs suitable for all ages.

In addition to regularly scheduled Public Skating session, additional times will be programmed during school spring break, school Christmas break and other appropriate holiday and school breaks.

Once the Activity & Program Guide has been developed, requests to cancel public skating will not be considered.

### **School Skating**

The ice shall be made available for use by Kelowna area elementary, middle, secondary, and special schools, notwithstanding that other public uses may also be scheduled during this time. During the school year: 8:00 a.m. - 3:00 p.m. Monday - Friday.

### **Memorial Arena**

Kelowna Minor Sport Organizations shall be given priority for ice/dry floor use as per Allocation Principles/Policies Guidelines.

### **Rutland Arena**

Priorities will be based on best utilization of the ice time and ice demands as per Allocation Principles/Policy Guidelines.

### **Stuart Park Outdoor Arena**

Open to the public for free skating December 1 through January 31 each year weather permitting. See page 57 for further detail on Stuart Park.

### **Prospera Place**

Priorities will be based on best utilization of the ice time and ice demands as per Allocation Principles/Policies Guidelines following the community use guidelines of the Kelowna Multi-Purpose Facility Agreement.

Those Minor Sport Organizations providing programs that are predominately for adults are only able to use Prospera Place. This program will be charged the minor rate.

### **Capital News Centre**

Priorities will be based on best utilization of available time as per Allocation Principles/Policies Guidelines following community priority time guidelines of the Partnership Agreement.

### **Other Uses**

Annual use schedules are subject to modification to accommodate Special Events: Tournaments, Ice Shows and Dry Floor events and general space demand.

## **6. PROSPERA PLACE (called "Facility" operated by "Arenas")**

### **6.1. Time Allocation**

Arenas shall allocate to the City the community use time for each season as follows:

- a) 750 Prime Time Hours. Prime Time Hours between August 15 and Labour Day inclusive shall not exceed six hours per day without the prior written consent of the City. "Prime Time Hour" means an hour between 6:00 a.m. and 8:00 a.m. or between 3:00 p.m. and 12:00 midnight on School District No. 23 school days or between 6:00 a.m. and 12:00 midnight on non-school days; and
- b) 750 Non-Prime Time Hours. "Non-Prime Time Hour" means an hour between 8:00 a.m. and 3:00 p.m. on School District No. 23 school days.

### **6.2. Scheduling**

- a) Arenas shall provide to the City a draft schedule for the City's community use time for each Season at least six months prior to the beginning of the Season being scheduled. The City and Arenas shall consult with each other before finalizing any schedule for the allocation of community use time for a Season. If Arenas does not provide the City with a draft schedule at least six months prior to the beginning of the Season being scheduled, then the City may determine the schedule.
- b) The City shall provide to Arenas a schedule of planned uses for its community use time at least three months in advance of scheduled activity but has the right to change such uses thereafter, acting reasonably.
- c) Arenas may reschedule the City's community use times (except for up to three events per Season which the City has designated in its schedule under section 6.2 (b) as not

permitted to be rescheduled) into other time blocks to accommodate uses by the Rockets and events scheduled by Arenas from time to time, provided that the total amount of Prime Time Hours and Non-Prime Time Hours allocated to the City in each Season is as required by section 6.1. Notice of rescheduling must be given to the City not less than 30 days in advance of the originally scheduled time.

- d) Notwithstanding section 6.2 the City and Arenas may trade hours of use within the Facility at any time upon agreement of both parties.
- e) For all the community use time provided to the City pursuant to this Article 6 (ref: Article 7 of the Multi-Purpose agreement) the City has the right, for the uses in section 6.3 to schedule, book, rent to others, and set admission fees and all other fees and charges. All fees generated will be retained by the City.

### 6.3. Uses

The City may use its community use time only for:

- a) The following ice events:
  - i. Public skating
  - ii. Organized minor sports under the control of local non-profit organizations
  - iii. Rental of time to community groups for non-profit community activities
  - iv. Non-profit community special events; or
  - v. Recreational programs or activities operated by, or under the authority of, the City's Recreation & Cultural Services Department; or
- b) Dry floor events that are consistent with the criteria set out above.
- c) All community use bookings made by the City are in an "unconfirmed" status until the event is inside the 30 day notice period for bumping. All groups are to be advised that their booking is subject to bumping as per the terms of the Prospera Place Agreement.

### 6.4. Community Use - Prospera Place (3 Days Non-Bump Provision)

#### General Principles:

- a. Types of Community Use are governed by the Prospera Place Agreement.
- b. The City is able to protect three dates in a 'non-bump' status which are recognized by Prospera Place. The City will accept applications (on the City's Application Form) on an on-going basis between 12 to 18 months prior to the date of the proposed event. Applications requiring more than 18 months notice of confirmation must deal directly with Prospera Place and will not be considered in the Community Use Non-Bump provision. In the event an application is made for an event prior to 12 months in advance it will be dealt with strictly on the basis of availability.
- c. All community use bookings are at an 'ice ready' basis and additional set-up requirements are separate from the City rental charges and are subject to rates as set by Prospera Place.
- d. All groups must be a bona fide non-profit organization. Groups must be registered as such under the Society Act or any other statute, or may also be a genuine and authentic group or organization that may not be registered as such, but who have organized and meet regularly or occasionally for a common purpose. The City will determine whether the group making the request for time is a legitimate representative or the club, group, organization or society involved.
- e. All groups may collect fees for things such as registration and/or admission but must utilize all monies collected to cover event/activity expenses, improve public facilities which they may own, are building, renovating or participating in improvements that are on a local level. Groups organizing events that are to generate revenue must clearly

outline the intended use of the revenue.

- f. The following is not considered applicable to community use time: Community groups acting as a promoter or fronting a professional entertainer/event, trade shows, conventions, and religious functions.
- g. All food, beverage and alcohol services for events must be coordinated through Prospera Place.

**Non-Bump Event Priorities:**

- a) Major City sponsored non-profit community events.
- b) Existing non-profit minor sport organizations hosting a major tournament or provincially sanctioned event.
- c) Non-profit organizations.
- d) Recreational programs or activities operated by or under the authority of the City's Recreation & Cultural Services Department.

**6.5. Memorial Arena Agreement**

- a) If, after Substantial Completion, the City rents Memorial Arena for Commercial Events or Uses other than Adult Recreational Hockey, Junior Hockey or Professional Hockey without the prior written agreement of Arenas, the City will pay to Arenas two times the gross rental which the City received for the event or use.
- b) During the five year period commencing on the first day of the month following the month in which Substantial Completion occurs, if the City rents Memorial Arena for Adult Recreational Hockey for more than an average of 62 hours per month over any successive seven month period or more than 75 hours in any month without the prior written agreement of Arenas, the City shall pay to Arenas for each such hour an amount equal to two times the published hourly rate for Adult Recreational Hockey in the Facility.
- c) After the five year period in section 5.4.a) if the City rents Memorial Arena for Adult Recreational Hockey at any time without the prior written agreement of Arenas, the City shall pay to Arenas for each such hour an amount equal to two times the published hourly rate for Adult Recreational Hockey in the Facility.
- d) If after Substantial Completion, the City rents Memorial Arena or the Facility for Junior Hockey or Professional Hockey without the prior written agreement of Arenas, the City shall pay to Arenas for each such game an amount equal to two times the regular season base game rate for the Rockets in the Facility.
- e) The City reserves the right to determine all rates and schedules for Memorial Arena.

**6.6. Rockets**

- a) The City acknowledges that Arenas has an obligation to provide ice time to the Rockets. When the Facility is not available for practice time for the Rockets or a visiting team playing against the Rockets, that Arenas is obliged to provide in accordance with the Rockets Agreement due to a major special event pre-empting the use of the Facility by the Rockets or the visiting team, and provided Arenas has given at least 30 days notice in writing thereof to the City, the City shall make ice-time available to the Rockets or the visiting team in Memorial Arena if available and otherwise in a City-owned facility of the City's choice (but only if such a facility exists).
- b) If the Rockets or a visiting team use a City-owned facility, the City shall charge Arenas (and Arenas shall pay) the rental rates normally charged by the City for commercial ice time or, at the City's option, Arenas will provide the City with ice time in the Facility, on an hour for hour basis and at a reasonable time, in lieu of payment of such rent (and



such ice time will not be included in the community use time in *Article 7 of the agreement*).

- c) The hours provided by the City to the Rockets or a visiting team will be at a time suitable to the City, although the City will use all reasonable efforts to provide time to the Rockets or the visiting team in accordance with the practice times set out in the Rockets Agreement and otherwise will provide the Rockets or the visiting team with such other available time as is selected by Arenas. Without limitation, the City will not be required to reschedule any pre-planned community special event, tournament or other special event planned for a specific day provided that the aggregate number of such community special events, tournaments and other special events in any Season which the City is not required to reschedule does not exceed twenty.

## **7. CAPITAL NEWS CENTRE**

### **7.1. Standards and Scope of Facility**

- 7.1.1 The Operator shall at all times operate, manage and maintain the Facility to a first class standard, such that it meets or exceeds at all times the standard for facilities of its type as operated by leading private operators in Canada.
- 7.1.2 The Operator shall operate the Facility to provide a broad range of leisure and sporting opportunities to the community with a venue for recreation and leisure activities including:
  - a. programs such as public skating, hockey, lacrosse, ringette and figure skating and other minor sports through leagues and tournaments;
  - b. ice or dry floor facilities for organized adult and minor sports; and
  - c. other recreational programs, activities, community events or tournaments as may be planned and organized by or in conjunction with the City.

### **7.2. Community Priority Time**

- 7.2.1 The Operator shall make the use of the Facility available to the City and its Nominees the use of the Facility at the times, in the manner and on the terms set out in the operating agreement, and Community Priority time shall be allocated and reserved in accordance with terms set out in the operating agreement.
- 7.2.2 Community Priority time may only be used by the City or its Nominees, for non-commercial events including but not limited to public skating, organized minor sports, community activities, community special events, recreational programs and other City or non-profit activities, but excluding adult hockey, adult soccer and other organized adult leagues.
- 7.2.3 Where the City has booked and paid for Community Priority Time, the City may in its sole discretion resell the Community Priority Time to its Nominees, at any rates or fees determined by the City from time to time.
- 7.2.4 The City shall pay the Community Rates to the Operator for all Community Priority Time which is used by the City.
- 7.2.5 Community Rates for Community Priority Time which is used by Nominees shall be paid to the Operator by the Nominees in accordance with the Operator's deposit and payment policies.
- 7.2.6 Subject to terms set out in the operating agreement, the use of the Facility by the Nominees shall be regulated by the Operator and the Operator's usual rules and regulations for Facility usage shall apply to the Nominees.
- 7.2.7 The City shall have no responsibility for the acts or omissions for the Nominees, their

members and invitees.

### 7.3. Meeting Room Use

- 7.3.1 The Operator shall make available to the City, for use by the City and non-profit community groups authorized by the City during normal Facility operating hours, up to 500 hours of use of meeting rooms within the Facility in each year of the Term, at no cost to the City. The use of the Facility under this section shall be regulated by the Operator and the Operator's usual rules and regulations for meeting room uses shall apply.
- 7.3.2 The City may book the use of the meeting rooms on not less than forty-eight hours notice to the Operator, and the Operator shall act reasonably in accommodating such requests, subject only to the meeting rooms being unavailable due to previously scheduled activities.
- 7.3.3 The City shall have no responsibility for the acts or omissions of the non-profit community groups, their members or invitees.

## 8. ARENAS ALLOCATION PRINCIPLES & GUIDELINES

### 8.1. It is important to maintain a process that maximizes overall use of facilities.

The expected outcome is more efficient time allocation, in order to maximize scheduling and revenue opportunities. To accomplish this, both the City and the user groups must remain cooperative when involved with the scheduling process.

It is further recognized that the summer use pattern priority is given to sport schools and camps that encourage sport tourism.

- 8.1.1 All users must submit schedules of play in the same format so that information is consistent for necessary comparisons. Applications must differentiate between tournaments and regular practice/league play.

#### Ice User Groups

Annual Ice Allocation - September through August Deadline - Early March  
(Request forms sent late February with the schedule finalized prior to June 1<sup>st</sup>)

Spring/Summer ice bookings to be reconfirmed with the City prior to March 1<sup>st</sup>.

#### Dry Floor User Groups

Annual Dry Floor Allocation - April through August Deadline - Early October  
(Request forms sent mid September with the schedule finalized prior to March 1<sup>st</sup>)

### 8.1.2 Allocation Guidelines for Regular Season:

1. Ice/Building Maintenance
2. Public Skating
3. Tournaments/Special Events
4. Minor League Play/Practice Time
5. Sports School Camps
6. City Programming
7. Adult/Commercial Regular Use
8. School and Casual Use

### Allocation Guidelines for Spring Season:

1. Ice/Building Maintenance
2. Tournaments/Special Events
3. City Programming
4. Local non-profit/Minor League Play
5. Sport Schools and Camps
6. Adult League Play
7. School and Casual Use

Allocation Guidelines for Summer Season:

1. Ice/Building Maintenance
2. Sport Camps
3. City Programming
4. Minor League Play
5. Adult League Play
6. School and Casual Use

Allocation Guidelines for Dry Floor Use:

1. Ice/Building Maintenance
2. Tournaments/Special Events
3. Minor League Play/Practice
4. Adult League Play/Practice
5. Community Programming

8.1.3 Any renewal applications received after the annual allocation deadline are treated as new requests.

8.1.4 For the purpose of booking Spring Ice, the City recognizes the growth in Minor Spring Hockey programs that may not be formally organized non-profit organizations. For these groups the Minor Rate will apply in City operated facilities. Should the City suspect that a group is operating on a for-profit basis the City may request the group to provide proof such as society status that they qualify for the Minor Non-Profit rate. Spring ice starts at spring break.

During the Spring Ice session, groups wishing to have priority booking at CNC are required to provide proof that they qualify as a Nominee as per section 6.2.2.

8.1.5 Non-local minor organizations cannot attain traditional status.

8.1.6 The City will make final decisions on applications but will not do so without input and collaboration from the Arena Advisory Committee.

**8.2. It is important to recognize traditional uses.**

This will allow user groups more consistent annual and long term planning. See General Definitions for Traditional Use.

8.2.1. Any existing tournament which has been on-going for more than three years retains its traditional position as long as it is booked annually as per season outline 7.1.2.

8.2.2. Any requests to change their traditional use with another group must be coordinated through the Scheduling Coordinator.

8.2.3. In an effort to aid with organizations future planning of tournaments, the City will provide a three (3) year snapshot to address any extra ordinary requests and/or revolving holidays.

8.2.4. If a tournament or special event is cancelled, the user group must notify the Scheduling Coordinator more than 30 days prior to the start of the program date with (a) new use or (b) release the date(s); excluding Spring and Summer ice bookings.

**Regular Booking**

8.2.5. Any existing rentals which have been on-going for more than three years will be considered traditional as long as it is booked annually.

8.2.6. Regular times may be cancelled from time to time to accommodate major tournaments/special events. Every effort to find an alternate location and time slot will be made by the City.

**Note: Notwithstanding the foregoing, the City reserves the right to negotiate with organizers of major events which have a significant impact City wide and make final decisions outside of this timeframe.**

Should a group not require its traditional time in a given year, special application may be made to the Arena Advisory Committee for a one year absence from their traditional time and still maintain their traditional status. This will be reviewed on a case by case application.

**8.3. It is important to maintain a systematic and fair process for existing user groups to access additional and new time in City allocated facilities.**

Additional and new time may be a result of: freed up ice time; new facility development; the desire/need to expand leagues, organized groups, tournaments and special events. The expected outcome is a collaborative process where requests are evaluated and through consensus top priorities are allocated.

8.3.1. Existing groups must make request for additional time as per 7.1.

8.3.2. All requests will be considered based on:

- Available time in relation to all the submitted requests.
- Impact on traditional use.
- Groups plan for increased time.

8.3.3. Any organizations pursuing a major tournament &/or special event and requiring new/additional ice time (outside their normal use) must receive a letter of support from the City or the provision of ice time may not be guaranteed.

8.3.4. New time provided will not be considered traditional until the three year period has occurred. This initial three year period is considered the initiation period where the City is able to change schedules in order to maximize use of all arenas.

8.3.5. Short notice, one-of ice cancellations, will be distributed on a first contact opportunity basis. Best efforts will be made to fairly distribute available ice time to all groups.

8.3.6. League allocation shall be made prior to consideration of individual team requests from the same league. Teams belonging to a league must apply for space through their league rather than as individual teams. These teams will be prioritised as Casual Use.

8.3.7. Groups who cancel 10% of allocated ice time must notify the City and will not be allocated the times the following year.

**Appeal Process**

8.3.8. Appeal will only be considered if policies are not properly applied (as opposed to considering appeals if group is not satisfied with its allocation). No appeal after 15 days of entering into a contract for arena use.

8.3.9. All Appeals will be reported in writing to the Arena Advisory Committee.

8.3.10. Appeals will be considered by a "Tribunal" made up of two impartial representatives from the Arena Advisory Committee and the Director of Recreation & Cultural Services or his/her designate. In the event, that the Tribunal is unable to settle the appeal, the appeal shall be forwarded to the Arena Advisory Committee for further review and final decision.

**8.4. The importance to maintain an avenue and opportunity for new groups requesting time allocation.**

The expected outcome is a systematic process where new groups (users) are able to apply and be considered for facility time allocation.

8.4.1. New groups requesting ice must apply in accordance with section 7.1.

8.4.2. Applications are reviewed and evaluated, with consideration given to the following criteria:

- Status of the organization and its viability (i.e. existence of a Provincial Sport Organization, provincial/national trends in sport).
- Impact on other sports groups (i.e. is there a positive or negative impact on existing groups).
- Planned use (i.e. participation versus elite).
- Equitable access (i.e. recognition of all the diversity of the community).

**8.5. It is important to maintain open communication between the City and the user groups.**

The expected outcome is a collaborative approach with the users to facility allocation and development of operating policies.

8.5.1. Arena Advisory Committee (AAC) - 9 voting members: 5 representing minors groups and 4 representing adults groups. Members of the committee are required to attend regularly scheduled meetings. If a committee member misses two consecutive meetings they may be removed from the committee.

New members are recruited as follows:

- complete application form
- interviews may be required from the existing committee
- selection by consensus of the existing committee

Composition of the AAC will consist of representation from Kelowna Minor Hockey, Kelowna Figure Skating, Kelowna Ringette, Kelowna Speed Skating, Kelowna Minor Lacrosse, Senior Lacrosse, (2) Adult Recreation Hockey, plus one additional member.

## AQUATIC FACILITIES

The General Conditions for the Rental of City of Kelowna Facilities on pages 4-14 apply to all sections. All other conditions are outlined below.

### 1. AQUATIC FACILITIES GENERAL INFORMATION

The intent of this policy is to establish the general use and allocation of time and space of aquatic facilities to Aquatic Sports Clubs by the City of Kelowna.

<b>City Operated Aquatic Facilities:</b>	
Parkinson Recreation Centre (Parkinson Pool)	
1800 Parkinson Way, Kelowna BC V1Y 4P9	
<b>City Time Allocated Aquatic Facilities:</b>	
Kelowna Family "Y" (Athans Pool)	H2O Adventure & Fitness Centre (H2O)
375 Hartman Road, Kelowna BC V1X 4V5	4075 Gordon Drive, Kelowna BC V1W 5J2

- i. First Aid is the responsibility of the Aquatic facility staff; all injuries and incidences must be reported to staff.
- ii. No posters shall be posted without prior approval of the operator, other than those posted on assigned club bulletin boards.
- iii. Special events throughout the season, such as Swim Meets, etc., will be contracted separately from regular booking contracts through separate Facility Rental Contracts.
- iv. The City and its operators shall ensure that weekend public swimming (Saturday/Sunday) is available in at least one city pool when public swimming sessions may be cancelled for special events or swim meets at the other pools.

### 2. AQUATIC FACILITIES DEFINITIONS

**Club Meet** - an event held during an aquatic club's regular scheduled pool time requiring additional facility equipment, further impacting the facility and may include time trials.

**Swim Meet** - an event held at one site over one or more days, which does not constitute a part of the regular season schedule and creates a disruption to the schedule.

### 3. AQUATIC FACILITIES FEES & CHARGES

All fees and charges are as outlined in the **RECREATION & CULTURAL SERVICES FEES AND CHARGES BYLAW NO. 9609, Schedule B1**.

#### **Applicable to all Groups, Swim Clubs and Associations:**

Swim Clubs are to pay monthly in accordance with the operator's agreements. As groups become organized during the first month of operations, arrangements can be made for first month's payment to be made at the end of the month with a demonstrated need.

#### **Swim Meets and Special Events:**

Charges for major meets or other special events must be paid on the basis of:

- First Time Renters - 25% (non-refundable) of the total rental fee upon confirmation by the City on the allocation of the pool for the event.
- Established Renters - 10% (non-refundable) of the total rental fee upon confirmation by the City on the allocation of the pool for the event.
- Balance of rental fee must be paid seven (7) days in advance of the first date of use.
- Security (damage) deposits, where detailed in a Rental Contract(s), must be paid, seven (7) days prior to event. Security/damage deposit accounts shall be settled and under normal conditions, any refund due to the renter shall be posted within 21 days from the last day of the event.

#### 4. AQUATIC CAPACITY DISTRIBUTION

The City of Kelowna has 3 aquatic facilities capable of hosting training for aquatic based local sport organizations. H2O and Kelowna Family “Y” can host swim competitions and PRC will only be used as a training facility.

- 4.1 Based on 2 years of actual use (2009-2010 & 2010-2011), the following guidelines will provide direction for the allocation of training lanes to competitive swim clubs:
- a) Total number of lane hours available within the 3 facilities is approximately 11,500. Allocate the lane hours available based on the following approximate annual percentages;
    - H2O Adventure and Fitness Center ~ 80% or 9200 hours
    - Kelowna Family “Y” ~ 12% or 1380 hours
    - PRC ~ 8% or 920 hours
- 4.2 For the purpose of this policy the annual allocation of “Lane hours per Year” shall be calculated from September 1 to August 31.
- 4.3 Lane Utilization - In determining how many lanes are required or can be allocated this policy will use the following numbers to determine “optimal utilization” of a lane. Allocated time that is not utilized in the best interest of meeting program and community needs will be raised with the Aquatic Advisory Committee for reconsideration and redistribution.
  - For a 50 meter lane “optimal lane utilization” is deemed to be 7-9 swimmers
  - For a 25 meter lane “optimal lane utilization” is deemed to be 4-5 swimmers
- 4.4 It is the responsibility of the Club or facility operator wishing to increase the number of lanes allocated to it to demonstrate that their existing allocation is operating at “optimal utilization” and that they have additional swimmers requiring additional lane hours.
- 4.5 For the purpose of balancing competitive swim program needs as well as community programming (and facility membership models), during competitive club rental times, swim lanes will be reserved for public use as follows:
  - **H2O:** 3 lanes will be reserved for public use at all times (unless in 50m configuration where 2 lanes will be reserved for public). Note below: Flex Lane.
  - **KFY:** 2 lanes will be reserved for public use at all times.
  - **PRC:** All lanes are available for rental. Whole pool rental needs to be approved by AAC and operator.
- 4.5.1 Flex Lane at H2O
  - The intent of the Flex Lane is to support the principle to optimize facility use.
  - A competitive swim club will not be able to acquire traditional status on the flex lane.
  - When the pool is in a 25m configuration, the 3rd lane will be considered a “flex lane” with the priority use provided to the Operator (if required). If the demand for membership use can be accommodated in 2 public lanes and use of the flex lane is requested by a competitive swim club as part of its annual submission, then the flex lane, at the discretion of the Operator, may be provided for use to the competitive swim clubs.
- 4.5.2 Competitions/Tournaments have priority over public swim lanes; if required.
- 4.5.3 Commercial renters will be required to negotiate time and space with facility operators after local sport organizations have finalized schedules.

## 5. AQUATIC FACILITIES ALLOCATION PRINCIPLES & GUIDELINES

### 5.1 It is important to maintain a process that maximizes overall use of aquatic facilities while balancing user group needs and program opportunities.

*To accomplish this, the City of Kelowna, the facility operators and the user groups must remain cooperative when involved with the scheduling process.*

#### 5.1.1 Requests for Use

- The City will make final decision on applications but will not do so without input and collaboration from the Aquatic Advisory Committee.
- All groups must submit request forms in the format provided so that information is consistent for necessary comparisons. Groups requesting both regular training time as well as competition time must submit request on two separate forms.
- Annual requests for regular practice/training time and for swim meets/competitions will be accepted on May 31. These submissions will specify requests for the upcoming September-to-August period.
- Applications that come in after the submission deadline will be treated as new requests and won't be considered until other requests and submissions have been allocated.
- It is understood that the need to submit requests for annual use prior to club registration periods may have an impact on final program needs. With this in mind, a reconfirmation opportunity is set for each time period, during which a group is able to release time or increase its request without penalty. All groups will be financially responsible for all time kept after the reconfirmation deadline.

#### Reconfirmation timing:

September to December period: No reconfirmation period

January to April period: October 25

May to August period: April 1

#### 5.1.2 Allocation Priorities

Where requests for specified times, facilities and periods exceed capacity, allocation decisions will be made using the following priority guidelines:

- 1) Swim Meets/Special Events
- 2) Local minor sports training time
  - i) Traditional total hours of use
  - ii) Requests requiring special facility requirements (i.e. depth)
  - iii) New use (existing group and new group)
- 3) Local adult sports training time
  - i) Traditional total hours of use
  - ii) Requests requiring special facility requirements (i.e. depth)
  - iii) New use (existing group and new group)
- 4) Non local youth sports time
- 5) Non local adult sports time

The allocation principles will also follow:

- Late afternoon - priority to youth
- Early morning time - blended youth/adult
- Evening - priority to adult
- Weekend time - blended youth/adult

In keeping with the commitment to maximize overall use, programming and training allocations may be provided in all 3 aquatic facilities.



The total number of annual lane hours available (capacity) will always be reset to the maximum capacity at each new allocation season as defined in article 4.1.

The total number of hours available for the aquatic sports club training allocation does not include swim meet competition events.

Non-local organizations cannot obtain traditional use status.

**5.2 It is important to remain flexible and open to scheduling changes in order to best develop use patterns.**

Through the use of the Advisory Committee structure, open communication will be maintained among City staff, facility operators, and other user groups to ensure the continuation of a collaborative approach to facility allocation and problem solving on an ongoing basis.

**5.2.1 Regular Use**

Traditional use for regular training time will be based on the total number of hours used annually. Traditional patterns will also be considered when allocating time. Examples of traditional patterns include:

- previous time slot and day of booking
- previous booking location

**5.2.2 Competitions**

- Traditional use for competitions will be based on specific dates and times previously scheduled.
- Club Meet (as defined in article 2) - Renter must give 30 days advance notice to the facility operator.
- Any existing competition which has been on-going for more than three years retains its traditional position as long as it is booked annually as per submission deadline.
- Any request to change traditional use with another group must be coordinated through the Scheduling Coordinator.
- Should a group not require its traditional time for a competition in a given year, it may make special application to the Aquatic Advisory Committee for a one year absence and still maintain its traditional status. Such requests will be reviewed by the Aquatic Advisory Committee on a case by case basis.
- Regular training or program times may be cancelled subject to 30 days written notice to the club or facility operator due to the set up and hosting of competitions.
- The City reserves the right to negotiate with organizers of major events which have a significant impact City wide and make final decisions outside of this timeframe.

**5.3 It is important to maintain a systematic and fair process for existing user groups to access additional and/or new time in City owned facilities.**

- A collaborative process where existing program growth requests are evaluated and through consensus top priorities are allocated.
- Existing groups must make requests for additional time as per section 5.1.1
- All requests will be considered based on:
  - Available time in relation to all the submitted requests.
  - Impact on traditional use.
  - A plan, justification and rationale for increased or altered time.
- Any additional regular time that is allocated through this process will be considered, after 3 years, traditional use and part of the annual allocation of the user group making the request. Note: the first year of allocation contributing to traditional status will be the 2011-2012 season.

**5.4 It is important to maintain an avenue and opportunity for new groups to access time that will support program success and growth.**

- A systematic process that enables new groups to apply and be considered for pool time will be provided.
- New groups requesting pool time must apply in accordance with section 5.1.1
- Applications are reviewed and evaluated with consideration given to the following criteria:
  - Status of the organization and its viability (i.e. existence of a PSO, provincial and national sport trends).
  - Impact on the viability and operations of other sport groups (i.e. is there a positive impact or negative impact on existing groups).
  - Planned use (i.e. participation versus elite).
  - Equitable access (i.e. recognition of all the diversity of our community).
  - Need to recognize unique requirements of new groups; which may displace current groups' pool location and/or timeslot.

**5.5 It is important to establish a systematic appeal process for groups who feel their requests have not been reviewed and evaluated based on established allocation guidelines.**

- An appeal will only to be considered if policies were not properly applied (as opposed to considering appeals if group is not satisfied with its allocation). No appeal will be considered if it is received by City staff more than 15 days after entering into a contract for pool use.
- Appeals will be considered within 15 days of receipt and formally responded to within 30 days.
- All Appeals will be reported to the Aquatic Advisory Committee.
- Appeals will be considered by a "Tribunal" made up of two impartial representatives from the Aquatic Advisory Committee and the appropriate City and facility staff representatives. In the event that the Tribunal is unable to settle the matter, the appeal shall be forwarded to the full Aquatic Advisory Committee for further review and final decision.

**5.6 It is important to recognize large special events that have broad community appeal has and that provide significant social, cultural, financial and/or tourism benefits.**

- Any organization pursuing a one-time competition that creates a requirement for new/additional pool time (outside of normal use) must receive a letter of support from the Aquatic Advisory Committee.
- The maximum number of competitions shall normally be limited to one per month per facility.
- The established usage pattern for competitive swim clubs includes annual competitions that are an integral part of the clubs training program. These competitions will be deemed "anchor competitions" and will receive priority booking status over other "non-anchor" competitions. The competitions below have been identified as Anchor Competitions:
  - KAJ Snowfest Meet (mid-late January)
  - Ogotogo Mini Meet (mid February)
  - Special O (early April)
  - KAJ Long Course Invitational (2nd weekend May)
  - Ogotogo Invitational (July long weekend)
  - OMSC Fright Fest (last Sunday October)
  - KAJ Fall Classic (mid-late November)

**Full day Competitions -**

Earliest access to building on competition days will be 15 minutes prior to pool opening time.

**Half Day Competitions -**

- Must not start sooner than 1 pm and cannot exceed 6 hrs in duration.
- For shallow-end only, user does not pay for warm-up cool-down pool (25m setup) during break between heats/finals unless break is less than 1 hour.
- User does not pay for break for 50m setup during break between heats/finals if another competitive club or operator has access.
- Consideration for operating outside normal business hours will be given for provincial or above level competitions.
- If meet goes over booked time, cost for additional time will be regular rate +35% (this does not include cleanup time if swim tank is vacated by competition and available for other uses).
- If meet goes beyond operating hours, cost for additional time will be regular rate +100%.
- For the purpose of competitions, stat holidays will be treated as regular business days with regular operating hours.

**5.7 It is important to establish an appropriate balance between operational costs of facilities and operational costs of aquatic sports clubs.**

A fee schedule that is appropriate to the services received for each facility and in relationship to other facilities and other sport clubs.

## SPORTSFIELDS

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The General Terms & Conditions for the Rental of City of Kelowna Facilities on pages 4-14 apply to this section. Other specific conditions are as outlined below.

### 1. SPORTSFIELD GENERAL INFORMATION

The intent of this policy is to establish guidelines for the allocation of sportsfields by the City of Kelowna Recreation & Cultural Services Department.

For the purpose of allocation, the multi-courts at the Capital News Centre will be governed by the Sportsfield Allocation Policy.

### 2. SPORTSFIELD DEFINITIONS

#### Prime-Time Field Use:

April 15 - June 30 and September 1 - October 31

3:00 p.m. until dusk Monday through Friday

8:00 a.m. until dusk weekends including fields with lights

3:00 p.m. until 11:00 p.m. - 7 days per week on fields with lights

Annual School Spring Break

8:00 a.m. to dusk - 7 days per week

8:00 a.m. until 11:00 p.m. on fields with lights

July 1 - August 31

8:00 a.m. until dusk - 7 days per week

8:00 a.m. until 11:00 p.m. on fields with lights

Non-Prime Time Field Use: 8:00 a.m. until 3:00 p.m. Monday through Friday; excluding school holidays, stat holidays and July and August.

Regular Season: Mid April (natural turf field opening date) through to October 31<sup>st</sup>.

Shoulder Season: November 1<sup>st</sup> through to mid April (natural turf field opening date).

### 3. SPORTSFIELD FEES & CHARGES

All fees and charges are as outlined in the ***RECREATION & CULTURAL SERVICES FEES AND CHARGES BYLAW NO. 9609 Schedule D.***

All tournaments must provide a non-refundable deposit prior to March 1<sup>st</sup> based on 10% of the total rental or \$100.00 whichever is greater. Balance of contract is due thirty (30) days in advance of the first date of use.

For profit organizations using sportsfields, whether adults or minors, shall pay twice the established hourly rate at the facility.

A preseason rate of 50% of the regular rate is available for the Artificial Turf from March 1 to April 15 of each year.

### 4. SPORTSFIELD ALLOCATION PRINCIPLES & GUIDELINES

#### 4.1 Need to maximize use of fields while considering field condition and safety of users.

4.1.1 User groups must not commence play on a field, ball diamond or running track or any other outdoor facility, where the combination of excessive moisture and player usage may cause damage to the turf or playing surface - games will have to be postponed or re-scheduled. Extreme weather conditions may require field closure and such closure will be advertised by the City of Kelowna.

4.1.2 Proper authorization is required for motor vehicles, (except emergency vehicles) motor bikes, dogs or horses to be allowed on any City owned outdoor facility, within the limits of the ***Parks and Public Spaces Bylaw, Bylaw No. 10680.***

- 4.1.3 All leagues must submit schedules of play in the same format so that information is consistent for necessary comparisons.
- 4.1.4 Minimum playing schedule shall be:
  - Spring - 10 weeks
  - Summer - 9 weeks
  - Spring & Summer - 18 weeks
  - Fall - 8 weeks
- 4.1.5 In managing the level of use of a natural turf field per season, the benchmark of 550 hours is used. It is recognized that many variables affect the turf condition beyond the 550 hour mark. When reviewing the level of use of a field, factors affecting the level of approved use will be:
  - Age of participants
  - Impact of use on turf (i.e. type of sport, practice versus game)
  - Time of playing season

Until the 550 hour benchmark of use on natural grass field is achieved, community groups will not be allowed to cancel time on the artificial turf field. The City does realize there are some situations when a field may be booked beyond the 550 hrs of use.

#### **4.2 Need to recognize traditional uses. (See General Definition for Traditional Use)**

- 4.2.1 Any existing tournament or special event which has been on-going for more than three (3) years retains its annual time slot as long as it is annually requested within the established request period as indicated in the annual request letter. When allocating tournaments, consideration will be given to traditional and practical uses in regards to location. The City reserves the right to treat all late applications as new requests as per 4.3.
- 4.2.2 The annual listing of special events/tournaments shall be adopted by the Sportsfield Advisory Committee prior to January 31. In an effort to aid with organizations future planning of tournaments, the City will provide a three (3) year snapshot to address any extra ordinary requests and/or revolving holidays.
- 4.2.3 New applications are reviewed and evaluated globally, with consideration given to the following criteria:
  - Status of organization and its viability (i.e. existence of a Provincial Sport Organization, provincial/national trends in the sport)
  - Impact on other sport groups (i.e. is there a positive or negative impact on existing groups)
  - Planned use (i.e. participation versus elite)
  - Equitable access (i.e. recognition of community diversity)
- 4.2.4 Any existing league which has been on-going for more than three years retains its annual booking allocation time slot as long as it is booked annually on or before early October. Any expansion of time must be in accordance with Expansion Policy. Refer to section 4.8.
- 4.2.5 Notwithstanding the foregoing, the City reserves the right to negotiate with organizers of major events which may require approval outside the time frames noted herein. Whenever possible, this will be done in consultation with the predominant user of the facility in question.
- 4.2.6 The City will make final decisions on applications but will not do so without input and collaboration from the Sportsfield Advisory Committee.

#### **4.3 Need to have equitable access to fields for both regular and occasional users.**

- 4.3.1 Any renewal applications received after the deadline dates may be treated as new requests.

- 4.3.2 Priority shall be given to special events and tournaments ahead of regularly scheduled games, practices and casual use.
- 4.3.3 Where an organized sport group which is a regular user and an informal group of occasional users apply for the use of the same field at the same time, preference may be given to the organized group.
- 4.3.4 League allocation shall be made prior to consideration of individual team requests from the same league. Teams belonging to a league must apply for space through their league rather than as individual teams.
- 4.3.5 Teams not belonging to a league will be encouraged to amalgamate with a league.
- 4.3.6 When more than one request is received for the same playing surface, allocation shall be made as follows:

<b>NATURAL TURF FIELDS</b>	
<b>Spring and Fall Allocation:</b>	<b>Summer Allocation:</b>
1. Field Maintenance	1. Field Maintenance
2. Tournaments/Special Events	2. Tournaments/Special Events
3. Minor Sport Organizations	3. City Programming
4. City Programming	4. Sport Camps
5. Adult Sport	5. Minor Sport Organizations
6. Casual Use/Schools	6. Adult Sport Organizations
	7. Casual Use

**ARTIFICIAL TURF FIELD STADIUM**

**September 1 - March 31 Allocation:**

**Prime Time: 3:00 p.m. - 9:30 p.m. and all times on weekends**

- 1. Field Maintenance
- 2. Preference to power sports
- 3. Preference to teams playing in winter leagues during this period
- 4. City Programming
- 5. Sport Schools

**Non-Prime Time: 6:00 a.m. - 3:00 p.m. weekdays**

- 1. Field Maintenance
- 2. City Programs
- 3. Community Sport Schools
- 4. Regular School Bookings

**April 1 - June 30 Allocation:**

**Prime Time: 3:00 p.m. - 9:30 p.m. and all times on weekends**

- 1. Field Maintenance
- 2. Tournament/Special Events using the entire site
- 3. Minor Sport Organizations play 4:00 p.m. - 7:30 p.m. on weekdays and 5:00 p.m. on weekends
- 4. Adult Sport Organizations play starts at 7:30 p.m. on weekdays and 5:00 p.m. on weekends
- 5. Sport Schools
- 6. Casual Use

**Non-Prime Time: 6:00 a.m. - 3:00 p.m. and 9:30 p.m. - 11:00 p.m. weekdays**

- 1. Field Maintenance
- 2. City Programs
- 3. Community Sport Schools
- 4. Regular School Bookings

**July and August (plus Spring Break and Pro-D Days) Allocation:**

**Prime Time: All available time**

1. Field Maintenance
2. Sport Camps
3. Minor Sport Organizations to 7:30 p.m.
4. Adult Sport Organizations at 7:30 p.m.
5. Tournaments and Special Events

**Non-Prime Time:** All time during the summer months is considered Prime Time

4.3.7 All use to be booked through specific minor sport umbrella group.

4.3.8 The City will strive to balance the needs of the local sporting community and the demand for tournament/special event needs.

**4.4 Need to have open communication among user groups.**

4.4.1 Sportsfield Advisory Committee (9 voting members):

- 4 representing minor groups
- 4 representing adult groups
- 1 director at large

The individuals that represent sport organizations must be endorsed by that Sport Organization. Members of the committee are required to attend regularly scheduled meetings. If a committee member misses two consecutive meetings they may be removed from the committee.

4.4.2 New members are recruited as follows:

- complete application form
- interviews may be required from the existing committee
- selection by consensus of the existing committee

**4.5 Need to coordinate with School District for use and improvement of school fields.**

4.5.1 Establish annual meeting with School District regarding field availability and scheduling challenges. Seek opportunities for increased collaboration and proactive problem solving.

4.5.2 School District representative to participate (non-voting) on Sportsfield Advisory Committee.

**4.6 Need to optimise revenues when opportunities present themselves.**

4.6.1 Established tournaments and special events take precedence. Applications for new tournaments, special events, and practices are to be received prior to October 31st and are to be considered as part of the regular allocation process. Requests received after November 15th will be considered on the basis of merit, with final approvals announced by February 15th of each year.

4.6.2 Any adult or minor group wishing to plan a tournament or special event at a time when another user has traditional use must make a submission to that user group before an application is made for the event. This applies to both existing tournaments and regular league play. The new application must be accompanied by a letter from the prior user confirming its agreement to release the dates in question. The time slot released for special tournaments or other events shall revert back to the prior user in the following season. If agreement on the release of dates cannot be reached the case may be appealed to the tribunal as noted in the appeal process as per 4.7.

4.6.3 Applications for "one day tournaments" will be placed on a waiting list for consideration after full weekend tournaments are approved for the facility in question, or will be

assigned to an alternate available location. One day tournaments will not establish traditional use.

- 4.6.4 Confirmed tournaments, special events, will not be “bumped” purely based on financial advantages.
- 4.7 Need to develop criteria on final decisions for field allocation, or any policy issue, complete with an appeal process.**
  - 4.7.1 Appeal only to be considered if policies not properly applied (as opposed to considering appeals if group is not satisfied with its allocation).
  - 4.7.2 Appeals to be considered by a “Tribunal” made up of two representatives from the Sportsfield Advisory Committee and one from City Staff. Meetings of the Tribunal will be called by the Sports and Recreation Manager.
  - 4.7.3 No appeal after 15 days of entering into a contract for field use.
- 4.8 Need to provide for expansion of leagues, tournaments, special events without detriment to other users.**
  - 4.8.1 Expansion of leagues will only be considered if the number of players increases (as opposed to more games for the same number of players), and league requesting expansion must verify that it is maximizing the current field allocation.
  - 4.8.2 Any league applying for expansion must verify that there will be provision made for public access to the league.
  - 4.8.3 Expansion of tournaments will only be considered if fields are available.
- 4.9 Need to recognize large special events with broad community appeal which has significant social, cultural, financial and/or tourism benefits.**
  - 4.9.1 Any event, tournament or regularly scheduled league play may be relocated or cancelled in favour of large significant event(s). Traditional user will get weekend back after use.
- 4.10 Need to allocate new or expanded sportsfields in a fair and equitable manner in order to maximize the use of both the new AND existing locations/times.**
  - 4.10.1 This will provide an opportunity to determine the establishment of use patterns on a new field in order to provide for optimum use.
  - 4.10.2 In the case of EXPANSION of an existing facility, the current “traditional” user(s) shall retain existing current priority status based on the existing schedule of use. Any expansion of use shall be dealt with under item 4.8 above.
  - 4.10.3 The first season (this initiation period may be longer if determined by the City) will be allocated by the City based on maximizing the capacity of the entire sportsfield system and not on chronological order of requests.
  - 4.10.4 There shall be no traditional nor priority use established during this initiation period, with the exception of any existing traditional user(s).
- 4.11 Need to minimize disturbance to neighbouring properties due to use of field lights.**
  - 4.11.1 Lights are controlled through computerized systems. All groups requiring lights must communicate directly with the Sport Kelowna Centre @ 250 469-8504 to access lighting.
  - 4.11.2 **Apple Bowl Lights:** To be scheduled to 11:00 p.m. only. Computer will be set to 11:15 p.m. in consideration of possible game/event delay and cleanup requirements.  
**East Kelowna Softball Lights:** To be scheduled to 11:00 p.m. only. Computer setting will be to 11:10 p.m.



**Elks Stadium Lights:** To be scheduled to 11:00 p.m. only. Computer setting will be 11:15 p.m.

**Kinsmen Softball Lights:** To be scheduled to 11:00 pm only. Computer setting will be to 11:15 p.m.

**Mission Field Lights:** To be scheduled to 11:00 p.m. only. Computer setting will be to 11:15 p.m.

4.11.3 Scheduling of lights beyond 11:00 p.m. will be considered for special events or tournaments, at all locations with the exception of the East Kelowna Softball fields, because of disturbance to the neighbours in this area. Requests for lights beyond 11:00 p.m. must be made at least two (2) weeks in advance. Only tournaments of a provincial or national calibre will be considered for extension of lights. The Director of Recreation & Cultural Services or his/her designate must approve all requests.

4.11.4 Extension of time beyond 11:00 p.m. will not be considered for:

- late start of game(s)
- slow play of game(s)
- consumption of alcohol in approved beer garden after tournament play or special event has ended for the day
- rain delay of game(s)

#### 4.12 Sportsfield Categories

	"A" FIELD	Modified "A"	"B" FIELD	"C" FIELD
<b>Key Features &amp; Identifying Traits</b>	Full size field(s) Sports lights Shale Infields Outfield fences Adjacent washrooms	May be somewhat smaller than "A" Field  Fewer structural amenities than "A"  Sports lights	Full size field(s) Shale infields Large backstops Groups of fields	Less than full size fields Grass infields Small backstops Limited fencing Limited uses Low maintenance costs Multi-purpose area(s)
<b>Locations:</b>	Kinsmen Softball Complex Elks Stadium	East Kelowna Softball Complex Mission 72 Parkinson East Field	Belgo Park City Park (South) South Kelowna Centennial Soccer, Softball & Lacrosse Edith Gay Park Glenmore Soccer K.L.O. Softball Lillooet Soccer Lombardy #27 Lombardy #28 Lombardy #29 Mission Soccer Osprey Park Parkinson Soccer Parkinson Lacrosse	Cameron Softball Dilworth Soccer Lombardy #26 Lions Park (RE-23) Curling Rink (RE-21) Parkinson Softball P13 Watson Rd Soccer Parkinson 17 Martin Centre Soccer

			Redridge Soccer Rutland Softball Rutland Soccer Robertson Softball Ben Lee Park Lacrosse Kettle Valley Soccer Parkinson Cricket (P16 & 17) Quarry Soccer	
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## 5. PLAYING FIELD INVENTORY

SPORT	LOCATION	PREDOMINANT USER
5.1 BASEBALL/SOFTBALL DIAMONDS	Rutland Sportsfields (2 diamonds)	Rutland Minor Baseball
	Edith Gay Park (4 diamonds)	Rutland Minor Baseball
	Lombardy Park (5 diamonds)	Kelowna Minor Baseball
	North End Sportsfields (3 diamonds) <ul style="list-style-type: none"> <li>• Elks Stadium</li> <li>• Lions Park (RE-23)</li> <li>• Curling Rink (RE-21)</li> </ul>	Kelowna Falcons Kelowna Jr. & Sr. Jays Okanagan College Kelowna Minor Baseball Kelowna Minor Fastball
	Quarry Park (1 diamond)	Kelowna Minor Baseball
	Osprey Park (1 diamond)	Kelowna Minor Baseball
	Cameron Park (2 diamonds)	Kelowna Minor Baseball Kelowna Minor Fastball
	Robertson Park (1 diamond)	Kelowna Minor Baseball Seniors Slo-Pitch
	Belgo Park (1 diamond)	Adult Slo-Pitch
	Glenmore Sportsfields (2 diamonds)	Adult Slo-Pitch
	KLO Sportsfields (2 diamonds)	Adult Slo-Pitch
	Mission Softball Complex (6 diamonds)	Adult Slo-Pitch
	East Kelowna Fields (2 diamonds)	Adult Slo-Pitch
5.2 SPORTFIELDS	City Park (South) Sportsfield	Adult Soccer
	Parkinson Sportsfields (6 fields)	Adult/Minor Soccer Minor Football Adult Rugby Cricket Kelowna Ultimate Frisbee
	Parkinson East Field (1 field)	Minor Soccer Okanagan Sun Minor Football Adult Rugby
	Apple Bowl (Field and Track)	Okanagan Challenge Okanagan Sun Track & Field
	Rutland Sportsfields (4 fields)	Adult/Minor Soccer
	Mission Sportsfields (6 fields)	Adult/Minor Soccer Minor Football
	Artificial Turf (1 field)	Multi-Use
	Quarry Park (1 field)	Adult/Minor Soccer
	Kettle Valley Park (1 field)	Adult/Minor Soccer
	Redridge Park (1 field)	Adult/Minor Soccer
Dilworth Soccer (2 mini fields)	Minor Soccer	

	Lillooet Sportsfield (1 field)	Minor Soccer
	Ben Lee Sportsfield	Kelowna Ultimate Frisbee
	Centennial Park (1 large & 1 mini field)	Adult/Minor Soccer
	Glenmore Sportsfield (1 field)	Predominant Softball Use
	Martin Education Centre (2 mini fields)	Minor Soccer
	Watson Road School (1 field)	Minor Soccer
	Johnson Road Park	Minor Soccer
5.3 PRACTICE FIELDS	PRC - P-9 Lawn Area	Adult/Minor Soccer
	Johnson Road Park	Adult/Minor Soccer
	Rutland Lawn Area	Adult/Minor Soccer
	Mission Sportsfield - M-71 Lawn Area	Adult/Minor Soccer
	Walrod School	Adult/Minor Soccer

## 6. CAPITAL NEWS CENTRE SPORT COURT

All fees and charges are as outlined in the **RECREATION & CULTURAL SERVICES FEES AND CHARGES BYLAW NO. 9609, Schedule E.**

### 6.1 It is important to maintain a process that maximizes overall use of community priority time.

The expected outcome is an efficient process to allocate community time and maximize scheduling and program development opportunities.

This will allow user groups more consistent annual and long term planning.

#### 6.1.1 All Nominees must submit requests for time in the same format so that information is consistent for necessary comparisons. Applications must differentiate between tournaments and regular practice/league play.

Annual Sport Court Allocation - September through August

Deadline - Early March (*Request forms sent out mid February with the schedule finalized prior to June 1<sup>st</sup>*)

Spring/Summer Sport Court bookings to be reconfirmed with the City prior to March 1<sup>st</sup>.

#### 6.1.2 Guidelines for Regular Season allocation:

1. Maintenance
2. Tournaments
3. Minor League Play/Practice Time
4. City Programming
5. School Use/Casual Use
6. Adult Non-Profit

Guidelines for Spring Break and Summer Schedule allocation:

1. Maintenance
2. Sport Camps
3. City Programming
4. Minor League Play
5. Adult Non-Profit
6. Casual Use

Note: When reviewing requests, the total length of booking requested will be a consideration (i.e. a longer booking with consistent time will be seen more favourably than a short booking).

#### 6.1.3 Any renewal applications received after the annual deadline dates (6.1 a) are treated as new applications.

6.1.4 The City will make final decisions on applications but will not do so without input and collaboration from the Sportsfield Advisory Committee.

**6.2 Need to recognize traditional uses. (See General Definitions for Traditional Use)**

Any significant deviation from the traditional time will not occur without a consultative process with group(s) affected.

Groups who drop a significant amount of allocated time must notify the City and will not be allocated the times the following year.

**Tournaments - Minor and Major**

6.2.1 Any existing tournament which has been on-going for more than three years attains traditional status as long as it is booked annually as per section 6.1.

6.2.2 Any requests to change traditional use with another group must be coordinated through the Scheduling Coordinator.

**Regular Booking**

6.2.3 Any existing rentals which have been on-going for more than three years will attain traditional status as long as it is booked annually as per 4.2.4.

**Note: Notwithstanding the foregoing, the City reserves the right to negotiate with organizers of major events which have a significant impact City wide. These events will be scheduled as per section 6.1. Every effort to find an alternate time slot will be made by the City.**

If traditional time is released it reverts back to the general community priority time for allocation as per section 6.1.

Should a group not require its traditional time in a given year, special application may be made to the Sportsfield Advisory Board for a one year absence from their traditional time and still maintain their traditional status. This will be reviewed on a case by case application.

**6.3 It is important to maintain a systematic and fair process for existing Nominees to access additional and new time community priority time.**

Additional and new time may become available as a result of: freed up time, new facility development, the desire/need to expand leagues, organized groups, tournaments and special events. The expected outcome is a collaborative process where requests are evaluated and through consensus top priorities are allocated.

6.3.1 Existing Nominees must make request for additional time as per section 6.1.

6.3.2 All requests will be considered based on:  
➤ Available time in relation to the all submitted requests.  
➤ Impact on existing Nominees.  
➤ Nominees plan for increased time.

6.3.3 Any Nominee pursuing a major tournament &/or special event and requiring new/additional community priority time (outside their normal use) must receive a letter of support from the City so that the required time can be considered as per section 6.1.

6.3.4 New time provided will not be considered traditional until the three year period has occurred. This initial three year period is considered the initiation period where the City is able to change schedules in order to maximize use of community priority time.

6.3.5 League allocation shall be made prior to consideration of individual team requests from the same league. Teams belonging to a league must apply for space through their league rather than as individual teams. These teams will be prioritised as Casual Use.

## **Appeal Process**

6.3.6 Appeals will only be considered if policies are not properly applied (as opposed to considering appeals if group is not satisfied with its allocation).

6.3.7 All Appeals will be reported in writing to the Sportsfield Advisory Committee.

6.3.8 Appeals will be considered by a “Tribunal” made up of two impartial representatives from the Sportsfield Advisory Committee and the Director of Recreation & Cultural Services or his/her designated authority. In the event, that the Tribunal is unable to settle the appeal, the appeal shall be forwarded to the Sportsfield Advisory Committee for further review and final decision.

### **6.4 The importance to maintain an avenue and opportunity for new Nominees requesting community priority time.**

The expected outcome is a systematic process where new Nominees are able to apply and be considered for community priority time.

6.4.1 New groups requesting community priority time must apply as per section 6.1.

6.4.2 Applications are reviewed and evaluated globally, with consideration given to the following criteria:

- Status of the organization and its viability (i.e. support of a Provincial Sport Organization, provincial/national trends in the sport)
- Impact on other sports groups (i.e. is there a positive or negative impact on existing groups)
- Planned use (i.e. participation versus elite).
- Equitable access (i.e. The importance to recognize all the diversity that exists within our community).

6.4.3 Should no time be available; the City may further review all schedules and obtain a percentage from existing groups to provide as a starter.

### **6.5 The importance to recognize large social events with broad community appeal which has significant social, cultural, financial and/or tourism benefits.**

The City values and encourages opportunities that may have a broad community appeal. The expected outcome is to support requests in balance with the current allocations.

6.5.1 Any event, tournament or regularly schedule play may be relocated or cancelled in favour of large significant community event.

### **6.6 It is important to maintain open communication between the City and the user groups.**

The expected outcome is a collaborative approach with our users to facility allocation and development of operating policies.

6.6.1 Sportsfield Advisory Committee - 9 voting members: 4 representing minors groups and 4 representing adults groups and 1 director at large.

New member are recruited as follows:

- Complete application form
- Interviews may be required from the existing committee
- Selection by consensus of the existing committee

## **OVERNIGHT PARKING**

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The General Terms & Conditions for the Rental of City of Kelowna Facilities on pages 4-14 apply to this section. Other specific conditions are as outlined below.

In support of tournaments and special events taking place at the City's District Parks, overnight parking for participants renting the Parkinson Recreation Park, Mission Recreation Park, and Rutland Recreation Park is available as approved by the Director of Recreation & Cultural Service or his/her designate.

Given that each location has its own unique facility characteristics, a "General Requirements" sheet will be attached to the facility rental contract and further outline the specific rental requirements and expectations. The requirements and expectations may vary between events and locations.

### **1. OVERNIGHT PARKING FEES & CHARGES**

A fee is charged per vehicle per night.

To ensure there is an organized approach in developing the overnight parking plan, participants are required to reserve parking spots through the event organizers. Recognizing some participants will show up without confirmed reservations, additional spots will be made available within facility parking limitations.

Event organizers are responsible to collect all fees and remit the same to the City within three (3) days of the conclusion of the event. Any incremental costs are the responsibility of the event organizer.

### **2. OVERNIGHT PARKING GUIDELINES**

- 2.1. The location and layout requirements of overnight parking are to be pre-arranged with the Sport & Event Development Manager.
- 2.2. Only self-contained recreation vehicles will be permitted. No parking on grassed areas.
- 2.3. An on-site parking co-ordinator is required to control parking arrangements and ensure all requirements are followed. This person must be present at all times while vehicles are arriving.
- 2.4. No alcohol in parking lot.
- 2.5. A single parking space is to separate each vehicle in this area.
- 2.6. A 20' emergency access lane must be maintained through the overnight parking area.
- 2.7. Event organizer is responsible for security and the orderly conduct of users in the designated overnight parking area.
  - When overnight parking vehicles exceed 20 units, a uniformed, professional security company is required to remain on site throughout the night.
  - When overnight parking vehicles is less than 20 units, overnight security services can be provided by event volunteers.
- 2.8. Washrooms may be available on site either by direct access to facility or portable toilets brought in for the event at the expense of the organizer.
- 2.9. Shower facilities may be available during regular operating hours at the Parkinson Recreation Centre, Kinsmen Fieldhouse, and Rutland Arena.
- 2.10. No dumping of waste water on any of the overnight parking sites.
- 2.11. All garbage must be deposited in existing bins or removed from the site at the end of the event otherwise renters may be charged.
- 2.12. Any incidences are to be reported immediately to the City's contract security company.

- 2.13. The parks are closed at 11:00 p.m. through to 6:00 a.m. and participants must respect this as “quiet time”.
- 2.14. Participants not respecting the rules and guidelines will be evicted from the overnight parking site.
- 2.15. City representatives may at their discretion, alter on-site parking arrangements during the events to ensure safety considerations to both the participants and facility.

## APPLE BOWL STADIUM

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The General Terms & Conditions for the Rental of City of Kelowna Facilities on pages 4-14 apply to this section. Other specific conditions are as outlined below.

### 1. APPLE BOWL GENERAL INFORMATION

The Apple Bowl Stadium is the premier sportsfield in Kelowna. The seating capacity and the associated amenities make it the preferred site to host high level, provincial, national and international level events. Ensuring this field is maintained to the highest standard is a top priority so the City's maintenance and scheduling practices for this field are different from the rest of the Sportsfield inventory.

**Location:** Bernard Avenue, between Burtch and Spall Roads.

**History:** Facility opened in 1980. Inaugural event - 1980 BC Summer Games

**Capacity:**

- Grandstand (covered) - 1,054 Seats
- Uncovered Aluminium Bleachers - 1,260 Seats
- Dressing Rooms - 4
- Officials Room - 1
- Washrooms - 1 Male, 1 Female
- Telecommunications Centre - complete with all connections for operation of sound system and telephone lines.

**Track:** 400 Meter, 8 lanes. Regulation size, rubberized all-weather track, including provision for "steeple chase". Pole Vault facility and Hammer Throw facility.

**Playing Field Area:** Complete with full-frame football and soccer goalposts. Soccer users to provide own nets. Field Dimensions: Length - 110 m Width - 62 m

**Parking:** Parking available on adjacent lot (old Dr. Knox School site). Access off Burtch Road. Parking stalls by Basil Meikle Tennis Courts, access off Spall Road. 80 Parking stalls available to the northeast. Access off Spall Road.

**Serving of Alcohol:** A Liquor Primary Licence has been established with an approved contractor. Functions requesting liquor service are required to operate through the licenced concession contractor. Special Occasion Licences will not be considered within this facility.

**Food/Beverage Concession:** Concession operation is provided. No other food or beverage service is permitted without permission.

**Telephone Service:** Arrangements to activate telephone lines to be made through Telus by the renter. Must be coordinated with Facility Supervisor.

**Electrical Service:** Arrangements for access to existing service or to provide additional service to be made through the Supervisor of the Facility.

**Sportsfield Lights:** Very high quality sportsfield lighting. (Level 3 Standard). Lights are computer controlled.

**Sound Booth & Sound System:** Sound booth equipped with counters in viewing area and console for sound system. Digital control sound system complete with:

- 4 wireless microphones
- 2 direct wired microphones
- headsets appropriate for track & field starters, field referees
- 8 perimeter speakers complete with zone controls
- music quality appropriate for voice, tapes, CDs

**Security alarms** in sound booth are computer controlled. Access to area to be arranged through Recreation & Cultural Services Department. Renter to sign for keys and microphones at Parkinson Recreation Centre.

**Electronic Scoreboard:** Designed for football and soccer. Controller to be obtained from Parkinson Recreation Centre.

**Equipment:** All equipment required for track & field is owned by the Kelowna Track & Field Club or School District No. 23. Access to equipment is to be organized with either School District No. 23 or the Kelowna Track & Field Club.



## 2. APPLE BOWL DEFINITIONS

**Kelowna Track & Field Club** - For purposes of booking the Apple Bowl Stadium, the Kelowna Track & Field Club will be considered a minor sport organization.

**Non-Sporting Event** - An event that does not use the playing field area of the Stadium for play, such as an assembly, music festival and rally and creates no impact on the playing turf.

**Practice** - Practice means Kelowna Track & Field Club practice.

**Premier Game** - A sporting event with wide community appeal, including local, regional, provincial, national and international level games.

**Public Use** - Use of the track area only by the general public for walking, running or wheelchair.

**Regular Game** - League Games of the Okanagan Challenge Soccer Club and the Okanagan Sun Football Club, High School Football league and exhibition games.

**Seasonal Field Use** - The Apple Bowl FIELD AREA "season" runs from approximately May through October in each year, with special provision made for later requirements for final games, weather and field conditions permitting into November.

**Sporting Event** - A sporting event using the field including football, soccer or rugby or other field sport (excluding baseball or fastball), a track meet, a footrace either walking, running or wheelchair.

**Track Use Season** - The Apple Bowl TRACK is open to the general public from 6:00 am to dusk throughout the year, when track is safe to use and no other bookings in place.

## 3. APPLE BOWL FEES & CHARGES

All fees and charges are as outlined in the *RECREATION & CULTURAL SERVICES FEES AND CHARGES BYLAW NO. 9609, Schedule C*.

- 3.1. Tournaments or Special Events rental deposits are based on 50% (non refundable) of the total rental fee to be paid at the time of booking confirmation and the balance paid thirty (30) days in advance of the first day of use.
- 3.2. The City recognizes the need to abide by the Joint Use Agreement with School District No. 23. In accordance with the agreement, there is no charge for school events, however there will be a refundable security deposit charged.
- 3.3. Hourly rates INCLUDE lining of field, goal posts, time clock control, lights and access to sound system. Extra fees will apply to events that require goal post change during the weekend.

## 4. APPLE BOWL ALLOCATION PRINCIPLES & GUIDELINES

### 4.1. Need to maintain a high calibre sporting facility.

- 4.1.1. The City of Kelowna shall coordinate the use with objective of maintaining the playing field area in the best possible condition throughout the playing season.

The most significant turf damage occurs during the fall season (September to October) when football is the predominant user. During the fall season, the following use guidelines will apply:

- Weekend use (Friday through Sunday) not too exceed three football games
  - After November 11th, the Apple Bowl field will be winterized and an alternate location will be required for games
  - After November 11th, only National level sporting events will be considered for extended use of the Apple Bowl
  - The City reserves the right to relocate and/or limit use based on field condition
- 4.1.2. User groups must not commence play on the field, or running track or any other outdoor facility, where the combination of excessive moisture and player usage may cause damage to the turf or playing surface. Games will have to be postponed or re-scheduled. Extreme weather conditions may require field closure, and such closure will be advertised by the City of Kelowna.
  - 4.1.3. No vehicles permitted on the playing field area or track. Due to the nature and value of the track surface, absolutely no vehicular traffic is allowed on the track. If special

circumstances require vehicles on the track, prior written authorization must be obtained from the Director of Recreation & Cultural Services or his/her designated authority and the user will be required to protect the track surface. Failure to do so will result in a fine and will restrict the user's ability to book the Apple Bowl in the future.

- 4.1.4. Practicing is not permitted on the Apple Bowl Field without obtaining prior authority from the Director of Recreation & Cultural Services or his/her designate.
- 4.1.5. Only sporting events permitted on the playing field area.
- 4.1.6. No animals permitted.
- 4.2. It is important to establish conditions of permit for all events and relay them to the event organizer and ensure conditions of permit are met.**
  - 4.2.1. The contracted concessionaire has the exclusive rights to all food service at the Stadium. The City reserves the right to provide for additional food service for up to 5 events per season.
  - 4.2.2. Dressing rooms will be available to the user as required.
  - 4.2.3. The user shall not add to or alter any utility service without prior approval from the Sport & Event Development Manager.
  - 4.2.4. Renters must supply own forces for the operation of their booking; i.e. security, ticket takers and litter control.
  - 4.2.5. All field line painting must be done by City crews. Two weeks notice prior to games is required.
  - 4.2.6. Special requests for additional City staff resources requires two weeks notice prior to game. Includes goal post removal, special lining requirements, alternate field layout, logo painting etc.
- 4.3. Need to recognize predominant uses.**
  - 4.3.1. Traditional SPORTS Users:
    - School District No. 23 Track Meets
    - Track & Field Club - Annual Use
    - Track & Field Club - Jack Brow Track Meet
    - Okanagan Sun Football
    - Okanagan Challenge Soccer
    - High School Football
    - BC Special Olympics Track and Field
  - 4.3.2. The aforementioned organizations shall retain annual time slots as long as they are booked annually on or before October 15th. All applications received after the deadline date shall be treated as new applications. If any sporting organization requires an extension for submission of its annual application, a written request must be made to the City of Kelowna, or that organization may lose its priority.
  - 4.3.3. New applications will be dealt with on a merit basis, evaluated on the following:
    - season of play
    - impact on the turf
    - impact on other user groups
    - status of organization (local, regional, provincial, national, international)
  - 4.3.4. Notwithstanding the foregoing, the City reserves the right to negotiate with organizers of games and/or events which may require approval outside the time frames noted herein. Whenever possible negotiations will be done in consultation with organizers of annual events.

**4.4. It is important to maintain equity in the priority allocation process.**

Whenever possible the priority for allocation of the Stadium shall be as follows:

First Priority: School District No. 23 Track & Field Events

Second Priority: Kelowna Track & Field Club

Third Priority: Okanagan Sun Football

Fourth Priority: Okanagan Challenge Soccer

Fifth Priority: Major Athletic Tournament games and/or Special Sporting Events

Sixth Priority: Community Athletic Events

Seventh Priority: Community Non-Athletic Events

**4.5. Need to coordinate schedules of play for “league” games.**

4.5.1. The City will collaborate to provide adequate game dates to the Okanagan Sun Football Club, the Okanagan Challenge Soccer Club and High School Football each season. The collaborative process involves:

- City’s Scheduling Coordinator provides possible dates for each leagues needs
- Each group takes these dates to their respective scheduling meetings
- Unused dates are returned and become available to other groups that may require additional/alternate dates
- If a group requires additional/alternate dates outside of what has been provided for their initial scheduling meeting, they must contact the City’s Scheduling Coordinator prior to making any scheduling commitments

4.5.2. If it is necessary to schedule both football games and soccer games on the same weekend, then both teams will equally share the additional cost of necessary goal post changes.

4.5.3. No seasonal game schedules are to be finalized by organizations without approval from the City of Kelowna.

4.5.4. Any expansion of leagues or league games must be approved by the City in advance of such expansion.

4.5.5. Games will take priority over track practices. During the scheduling process an attempt will be made to minimize impact on track practices.

**4.6. Need to minimize disturbance to neighbouring properties due to use of field lights.**

4.6.1. Apple Bowl Lights - to be scheduled to 11:00 p.m. only.

Computer will be set to 11:15 p.m. in consideration of possible game/event delay and cleanup requirements.

4.6.2. Scheduling of lights beyond 11:00 p.m. will be considered for events of a provincial or national calibre. Requests for lights beyond 11:00 p.m. must be made at least two (2) weeks in advance and be approved by the Sport & Event Development Manager.

4.6.3. Extension of time beyond 11:00 p.m. will not be considered for :

- late start of game(s)
- slow play of game(s)
- consumption of alcohol after play or special event has ended for the day
- rain delay of game(s)

## OUTDOOR EVENTS

The General Terms & Conditions for the Rental of City of Kelowna Facilities on pages 4-14 apply to this section. Other specific conditions are as outlined below.

### 1. OUTDOOR EVENTS GENERAL INFORMATION

In accordance with City of Kelowna *Outdoor Events Bylaw No. 8358*, organizers of outdoor events must make application for such an event. The Outdoor Events Committee pays particular attention to the provision of adequate health, sanitation, vehicular control, and crowd control to ensure public safety and the protection of public and private property.

The City reserves the right to require event organizers to submit an Outdoor Event Application for approval of their event:

1. when 350 people or more are on City property,
2. when 500 people or more are involved in an athletic event,
3. when any sized event is held on city roadways (parade, road race or walk),
4. when over 1,000 people attend an event on private property,
5. when a liquor permit is applied for on City property, and
6. based on event complexity as deemed by the Outdoor Events staff.

#### Ticketed Events

Groups must administer ticket sales through a recognized local ticket agency or make alternate arrangements to the satisfaction of the City of Kelowna.

#### Bookable Parks & Sections thereof:

<b>Ben Lee Park</b> Lawn Area Picnic Area 1 Picnic Area 2 Picnic Area 3 Skateboard Park Waterpark	<b>Gyro Park</b> Lawn Area	<b>Rutland Lions Park</b>
	<b>Kasugai Gardens</b> weddings only as per Policy 176	<b>Stuart Park*</b> Stuart Event Place/Ice Rink Stuart Main Stage Stuart Civic Stage/Square Spirit Bear Plaza Jim's Orchard
	<b>Kerry Park</b> Stage & Surrounding Area	
<b>City Park</b> North Field Jubilee Grandstands & Basketball Courts Parking Lot Picnic Area The Point Rose Garden Basketball Courts South Plaza Sportsfields Beach Volleyball Courts Waterpark	<b>Knox Mountain Park</b> Apex Lookout Pioneer Pavilion Base Area Picnic Area	<b>Waterfront Park</b> Island Stage Concession Plaza Tug Boat Beach Rhapsody Plaza Pioneer Garden  Gazebo Harmony Place Dolphins Parking Lot
	<b>Rotary Arts Common</b>	
<b>Waterfront Promenade</b>	<b>Rotary Centre Art Walk</b>	

The remainder of the City of Kelowna's downtown and waterfront parks are referred to as neighbourhood parks and are generally not considered "bookable" spaces.

Bookings in neighbourhood and/or waterfront parks will only be considered for significant community events and events that activate the Outdoor Event Application process.

Event requests falling outside the Outdoor Event Application process, but which may activate a park booking, would do so based on considerations such as:

- Impact on traffic flow and parking
- Requirements for site infrastructure
- Impact on the immediate neighbourhood
- Event supporting infrastructure to be brought in
- Community promotion campaign

**2. OUTDOOR EVENT FEES & CHARGES**

All fees and charges are as outlined in the **RECREATION & CULTURAL SERVICES FEES AND CHARGES BYLAW NO. 9609, Schedule G.**

**Payment of Fees:** Payment is due seven (7) days in advance or when permit is signed.

**Extra Fees:** Extra fees related to site and additional requirements as set by the Outdoor Events Committee, such as Bylaw, RCMP, etc. Event organizers are responsible to pay.

**Deposits:** Rental deposits see General Fees & Charges page 9. Returning Traditional events will be given to mid February of the event year to pay rental deposits.

**Policing Costs:** Events requiring special policing arrangements may require police/Bylaw resource levels which can only be provided on an overtime basis or may require bringing in extra police resources from other RCMP detachments. In such cases the event organizers must pay 100% of these additional costs which may include overtime, travel, meals, accommodation and other incidental costs such as boat fuel. In such cases a minimum of three months advance notice is required.

**Emergency Services:** (RCMP, BC Ambulance, Kelowna Fire Department) may dedicate service to the event at organizer’s cost.

**3. OUTDOOR EVENT ALLOCATION PRINCIPLES & GUIDELINES**

The following are guidelines designed to support the **Outdoor Event Bylaw # 8358** and the existing Outdoor Event approval process which is followed when collaborating with event organizers as they plan their event.

**3.1 It is important to recognize traditional use.**

Preliminary confirmation packages for the upcoming year will be mailed out to event organizers annually in October. Event organizers will be requested annually to submit preliminary applications on or before November 15th so that annual events may be tentatively booked on the traditional date(s). Failure to submit the Preliminary Request Form for an event within this time may result in an organization losing its priority. All applications received after the deadline date shall be treated as new submissions.

Date	User Group Deadlines
Mid November	Returning Community Fundraisers, Festivals and Sporting Events deadline to confirm dates for next year
November 30	New Community Fundraisers, Festivals and Sporting Events will be allowed to reserve any dates/venues that have not been confirmed by returning events.
January (first working day)	Corporate Bookings accepted for current year only
February 14 (or first working day)	Religious and Wedding Ceremony bookings accepted for current year only

An organization wishing to take a one year hiatus must submit a request in writing to the Outdoor Events Committee. Traditional status will not be extended beyond one year. Should

there be significant changes to the scope of the event, the event may be treated as a new event and lose its Traditional status. Traditional status only applies to Community Fundraisers, Festivals and Sporting Events. Outdoor Events taking place on sportsfields will not have Traditional Status as team sporting events will take priority over Outdoor Events.

Outdoor Event applications are to be submitted a minimum of 60 days prior to the event and failure to do so may result in loss of booking and retention of rental deposit on file.

### 3.2 It is important to maintain equity in the priority allocation process.

The priority for allocation of the City of Kelowna's parks shall be as follows:

First Priority: Community Fundraisers, Festivals, Sporting Events  
Second Priority: Corporate Bookings  
Third Priority: Religious Bookings

The City reserves the right to deny an event request based on other events within the immediate area where they may be considered to be in conflict with one another and/or the total may create additional traffic and congestion challenges. Both City of Kelowna outdoor event bookings and other community events are considered (events at Prospera Place, RCA, Community Theatre, etc.).

Any event may be relocated or cancelled in favour of large significant events (i.e. Olympic Torch Relay).

Availability of park space does not guarantee that a booking will be considered.

### 3.3 It is important to establish conditions of permit for all events and relay them to the event organizer and ensure conditions of permit are met.

3.3.1 All applicants must enter into a Contract for Use of City Facilities/Property, if applicable and a Facility Use Agreement will be created.

3.3.2 The City reserves the right to establish conditions under which an event can proceed.

3.3.3 The City reserves the right to approve the 'content' of events. (i.e. film rating, performers, activities, etc.). Pamphlets, books, products and promotional materials may be available for the public, but it cannot be handed out.

3.3.4 Liquor as per the General Terms & Conditions apply as well as the following:  
As outlined in *Council Policy #223 - Liquor Licenses in Parks and Stadiums and Facilities*,  
Liquor Consumption restricted to designated parks:

Waterfront Park	Knox Mountain Park
City Park	Parkinson Recreation Park
Rotary Centre Arts Common	Mission Recreation Park
Apple Bowl Stadium	Rutland Recreation Park
Ellison Softball (High Noon)	East Kelowna Sportsfield
Elks Stadium	King Stadium

#### Liquor license / Special Occasion Licence:

- Hours of operation must be between 11:00 a.m. and 10:00 p.m.
- The scale of the service area must be in relation to the event's attendance.
- Service is restricted to event participants only.
- Focus of the event cannot be on liquor service i.e. beer festival, wine festival.
- The operation of the liquor licence is supplemental to the event.
- Minors are not the prime focus of the event.

3.3.5 The City retains the right to access upon request, for its own use and at no charge to the City, any promotional material captured or produced as the result of an event in a City facility. This may include but is not limited to photography, video or audio recordings and the associated licenses and permissions.

**3.4 It is important to recognize the varying categories of users to establish an equitable allocation.**

**3.4.1 Community Fundraisers, Festivals, Sporting Events**

- Community Fundraisers, Festivals, Sporting Events will have booking privileges from the park opening date (mid April) to Thanksgiving (October).
- For returning outdoor events, preliminary confirmation packages for the upcoming year will be mailed out to event organizers in October. This excludes park rental bookings which do not have Traditional Status.
- All events that are returning for another year have until mid November to confirm the same date and venue for the following year. If confirmation in writing is not received by this date, the date and venue will be considered available and may be reserved for another event.
- All requests received after the deadline date shall be treated as new applications.
- Event capacity will be determined by the Outdoor Events Committee with consideration (but not limited) to activities and infrastructure on site, age demographic, park access and emergency services.
- Major events that are on consecutive weekends, in the same downtown park, may not be approved. A Major Event is considered an event that (1) restricts general park access and (2) due to its event components the park is susceptible to infrastructure damage.
- Only ONE major event per park / week may be considered. A major event is one that closes all or a portion of a park to the general public.
- The City reserves the right to provide preliminary approval of event bookings outside this sequence for events of a significant nature requiring additional planning time at the discretion of the Director of Recreation and Cultural Services.

**3.4.2 Corporate Bookings**

Social corporate bookings will be considered only in conjunction with conventions and conferences occurring within the City. These events cannot be commercial in nature where the focus is on the sale or promotion of goods and /or services.

- Requests for corporate bookings will be accepted as of January for the current year only.
- Corporate bookings will not be given traditional rights to a specific date or venue.
- Special Occasion Licence will be permitted as part of these bookings:
  - Service is restricted to attendees only.
  - The operation of the liquor licence is supplemental to the event.
  - Licensed hours of operation must be within the event times or between the hours of noon - 10:00 p.m.
  - Organizers must submit a security / safety plan that is approved by the Outdoor Events Committee.

**City Park, Waterfront Park, Stuart Park North Field or Jubilee Grandstands:**

- Corporate bookings will only be accepted from park opening date (mid April) until June 30 and Labour Day (September) to Thanksgiving (October).
- Single day events will only be considered.
- Allowable event days (set up to takedown) will be Tuesday to Thursday.
- Event must end no later than 10:00 p.m.
- Only ONE corporate booking per week will be considered.

**Rotary Centre for the Arts Common:**

- Corporate bookings will be accepted from park opening date (mid April) to Thanksgiving (October). One of the two walkways through the Rotary Arts Common must remain open to pedestrian access at all times.
- Set-up and take down must take place between 6:00 a.m. & 9:00 p.m.

- Outdoor portion of the event must end no later than 10:00 p.m.

### 3.4.3 Wedding Ceremony Bookings

Requests for wedding ceremony bookings will be accepted as of February 14 (or the first working day after) of each year in the following locations:

Waterfront Park	Knox Mountain Park - Pioneer Pavilion
City Park	Stuart Park
Kasugai Garden	

- Kasugai Gardens (see Council Policy #176) - Bookings will be accepted in this park no more than one year in advance and for a maximum of 25 people and must be booked by a Minister or Marriage Commissioner.
- Knox Mountain - One rental will be permitted Monday to Thursday and one rental will be permitted Friday to Sunday with the only exception on long weekends when two rentals will be permitted. Bookings will be accepted in this park for a maximum of 75 people.

### 3.4.4 Religious Organization Bookings

- Bookings for religious organizations will be allowed in waterfront parks from the park opening date (weather dependent, but usually April 1) until June 30 and from Labour Day to Thanksgiving. Due to the summer event schedule and public use of parks during summer months, no bookings will be considered from June 30 to Labour Day.
- Requests for bookings will be accepted as of February 14 (or the first working day after this date) of each year.
- Only one religious organization booking per week will be considered.
- A maximum of two bookings per organization is allowed each year.
- Bookings by religious organizations will not have traditional rights to their date or venue. A booking in one year is no guarantee that a booking will be accepted in subsequent years.

**City Park** - Bookings will be allowed in the Jubilee Grandstands and North Field areas of City Park. The sports field and the beach will not be considered. The waterfront promenade, water park, playground and beach must remain open at all times. If a group is too large for this venue, Island Stage in Waterfront Park is available.

**Waterfront Park** - Bookings in Waterfront Park will only be allowed at Island Stage; and Concession Plaza. Tugboat Beach will not be considered as a booking location. Maximum capacity at Island Stage is 5,000.

**Stuart Park** - Bookings will be allowed in all areas of Stuart Park however, the ice rink is not a bookable space during the winter months. The waterfront promenade must remain open at all times and the Community Covenant restrictions will apply.

#### 3.4.4.1 Display of Religious Symbols

Religious organizations that are traditionally widely recognized by the community may, upon request, temporarily display religious symbols at Kerry Park, Stuart Park and Roxby Park, in recognition of the diversity of cultures and religious faiths in Kelowna, and promote inclusiveness.

Displays must meet the following criteria:

- Requests must be made by the religious organization,
- Displays must be accompanied by education plaques or posters to explain the religious symbol,
- Displays must be respectful of other faiths,
- Displays are to occur during the normal duration of a major observance of that faith and not to exceed six weeks.



Applications are to be made to the Outdoor Event Coordinator and must be received at least sixty (60) days prior to the event and if an associated ceremony or event is involved, approval through the Outdoor Event application and approval process will be required. Verification of religious organization status may be required.

Display location will be determined by City staff and if agreed by all parties, more than one religious organization may display their symbols simultaneously.

All associated costs are the responsibility of the applicant and all insurance, safety and other City requirements will apply.

#### 4. **OUTDOOR EVENTS COMMITTEE**

Kelowna Detachment, RCMP - Officer in Charge  
BC Ambulance Service - Superintendent  
Interior Health Authority - Deputy Medical Health Officer  
Kelowna Transit - General Manager  
City of Kelowna - Parking Coordinator  
City of Kelowna - Park Services Community Relations Coordinator  
City of Kelowna - Risk Manager  
City of Kelowna - Fire Department Chief  
City of Kelowna - Sport & Event Development Manager  
City of Kelowna - Outdoor Events Coordinator(s)  
City of Kelowna - Transportation Services Manager  
City of Kelowna - Bylaw Enforcement Supervisor  
City of Kelowna - Communications Manager  
BC Liquor Control & Licensing Branch - Liquor Inspector (as required)

Members may be added or deleted based on the needs of the Outdoor Events Committee. The Outdoor Events Committee meets regularly to consider all applications for events. Committee representative can appoint an authorized designate to represent each agency/department.

## STUART PARK

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The General Terms & Conditions on pages 4-14 apply to this section. Other specific conditions are as outlined below.

**Stuart Park** is bound by the Community Trust conditions, and as such, no commercial activities of any kind will be allowed in the park. This includes, but is not limited to:

- No sale of merchandise or food whether for profit or by a non-profit in support of an event.
- No collection of registration fees allowed on site.
- No exchange of money for any purpose.

Non-profit events that want to display banners/signage from their sponsors will be permitted.

Commercial/non-profit organizers who want to do a FREE public event (performance) will be permitted as long as there is no supporting commercial activity (i.e. free concert with no food or merchandise for sale).

Booking for Stuart Park under the above conditions is to be done through the Outdoor Events Office in Recreation & Cultural Services.

Stuart Park is available for free public skating. See Arenas section for further detail.

## OTHER FACILITIES/PARKS

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The General Terms & Conditions on pages 4-14 apply to this section. Other specific conditions are as outlined below.

Fees and Charges are as outlined in the *RECREATION & CULTURAL SERVICES FEES AND CHARGES BYLAW NO. 9609, Schedule G*.

### City Parks & Open Space:

1. Bookings for park rentals will be accepted at City Park, Waterfront Park, Rotary Centre for the Arts Common, Knox Mountain Park, Ben Lee Park, Kerry Park & wedding bookings at Kasugai Gardens.
2. Bookings in neighbourhood and/or beach parks will only be considered for significant community events and events that activate the Outdoor Event Application process.
3. Event requests falling outside the Outdoor Event Application process, but which may activate a park rental booking, would do so based on considerations such as:
  - Impact on traffic flow and parking
  - Requirements for site infrastructure
  - Impact on the immediate neighbourhood
  - Event supporting infrastructure to be brought in

### Bleacher Rentals:

Parks Department to deliver and setup bleachers.

- **Transportable Bleachers:** First priority for rental will be the “transportable” bleacher unit. 240 seats per unit.
- **Standard “Paris” Bleachers:** Paris bleachers will not be relocated off-site, but will only be moved around at existing location. 35 seats per unit.

### Grand Promenade - Convention/Trade Show:

1. Display areas for conventions or trade shows shall be booked by the Delta Grand Okanagan Resort & Conference Centre, and only for events hosted by the Delta Grand Okanagan Resort & Conference Centre.
2. Locations for display areas are as shown on drawing entitled "Convention & Trade Show Display Areas on Grand Promenade". See the Recreation & Cultural Services Fees and Charges Bylaw No. 9609, Schedule G. Other locations or alterations will be considered but require the approval of the Director of Recreation & Cultural Services or his/her designate.
3. Three display areas marked A, B, & C are shown on the drawing. These may be booked by the Delta Grand Okanagan Resort & Conference Centre individually or in combination by calling Recreation & Cultural Services.
4. Any booking may not exceed 7 days. Exceptions will be considered but require the approval of the Director of Recreation & Cultural Services or his/her designate.
5. The locations are for display purposes only. No vending of any kind is permitted.
6. Locations are not to be used for advertising of any kind, except informational signage directly pertaining to the display. Signage, which is deemed by the Director of Recreation & Cultural Services to be inappropriate, will be removed by the Delta Grand Okanagan Resort & Conference Centre at the request of the Director of Recreation & Cultural Services.
7. Displays are to reflect positively on Waterfront Park and the City of Kelowna. Displays that are deemed to be inappropriate will be removed by the Delta Grand Okanagan Resort & Conference Centre at the request of the Director of Recreation & Cultural Services. Display fees will be refunded on a pro-rata basis.
8. Hours of operation for displays are limited to the Parks Bylaw.

9. Delta Grand Okanagan Resort & Conference Centre will be responsible for any additional maintenance or repair costs required as a result of booked displays.
10. Emergency vehicle access must be maintained at all times. Site layout must be pre-approved by the Outdoor Events Office.
11. Real Estate and Building Services and Parks Services must be notified prior to event approval.

## KELOWNA COMMUNITY THEATRE

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The General Terms & Conditions on pages 4-14 apply to this section. Other specific conditions are as outlined below.

### 1. THEATRE GENERAL INFORMATION

The Kelowna Community Theatre (KCT) is owned, operated and managed by the City of Kelowna. KCT management and staff are part of the Cultural Services Branch in the Recreation & Cultural Services Department.

**Location:** 1375 Water Street, on the corner of Water Street and Doyle Avenue.

**History:** Opened September 13, 1962.

**Capacity:** Main Auditorium: 847 seats plus six wheel chair locations and six wheelchair companion locations.  
Black Box Theatre: 106 persons

**Parking:** Municipal Parkade next to Library. Parking lot and street parking after 5:00 p.m. (some restrictions).

KCT is one of several city-owned cultural facilities in Kelowna's Cultural District. KCT's programs and services are delivered in accordance with the City of Kelowna's Cultural Plan and Corporate Plan, supporting the development of a safe, vibrant and sustainable city.

More Information about the physical features of the facility and stage and technical equipment is provided at [kelowna.ca/culture](http://kelowna.ca/culture) or can be made available in printed form on request.

### 2. THEATRE DEFINITIONS

**Force Majeure** - A superior force, chance occurrence or unavoidable circumstance beyond the control of the parties to an agreement which prevents one or both of the parties from fulfilling their obligations under the agreement. Force majeure cannot be invoked to excuse the negligence or malfeasance of a party and will not apply if the event or its consequences are contemplated, reasonably predictable or natural.

#### **Category A - School District #23 and Local Non-profit Producers**

- School District 23 is its own category for Main Stage Performance rentals but is Category A for all other rates;
- Kelowna-based registered BC Society in good standing; or
- Public or private academic institution within physical boundaries of City of Kelowna; and
- Performance or event which is developed/performed by the Society or school.

#### **Category B - Local Non-Profit Presenters**

- Kelowna-based registered BC Society in good standing; and
- Performance or event which is developed/performed by another individual or group and purchased by the Society; or
- Local youth performing arts schools (commercial).

#### **Commercial**

Any event that does not fit in any of the above categories, including but not limited to commercial bookings of regional or national performing groups. At the discretion of KCT Manager, an event may be negotiated if:

- Negotiation is necessary to secure a performance that would not otherwise be secured;
- The performance represents a significant opportunity for KCT audiences;
- Projected revenues exceed two (2) times the basic rental rate; or
- The rental involves multiple dates.

### 3. THEATRE FEES & CHARGES

All rental fees and charges are outlined in the *RECREATION & CULTURAL SERVICES FEES AND CHARGES BYLAW NO. 9609, Schedule H.*

- a) Eligible renters seeking relief from KCT fees and charges are encouraged to consider applying for an Art, Culture & Heritage Project Grant to cover the rental fees. Guidelines are posted [www.kelowna.ca/culture](http://www.kelowna.ca/culture).
- b) New eligibility rules, policies and rates are effective for any rentals occurring after January 1, 2013. Arrangements for rentals already in place on that date will be honoured.
- c) Basic rent - a basic rate is applicable for both performance and rehearsal bookings. Rates are in three categories:
  - Commercial is the base rate
  - Category A is 50% of the base rate
  - Category B is 70% of the base rate
- d) Rental Cap - Effective January 1, 2013, a rental rate cap will be applied. The rental cap limits the maximum rent payable for performance days in the main auditorium. It is calculated as the greater of:
  - the listed fee in the Fees & Charges Bylaw; or
  - 10% of gross ticket sales revenues capped at 2.5 x the listed Commercial Rate.

Sample calculation for an event with a listed rental rate of \$1,450.00, a ticket price of \$100.00 and 840 tickets sold:

10% of (840 x \$100.00) = \$8,400.00 full rent capped at 2.5 x \$1,450.00 = \$3,625 which is greater than basic rent of \$1,450.00 - \$3,625 is the rent payable.

- e) Additional Rental Hours - charged per hour at 5% of the listed rate and covers additional utilities, volunteer hours and other charges relating to modifying the rental schedule but excluding fees for items identified as having an additional charge i.e. janitorial.
- f) Box office and ticketing - KCT does not offer this service currently and it is up to the renter to make independent arrangements for box office and ticketing services. Renters using approved ticket sellers (such as Ticketmaster or Select Your Tickets) may be charged a deposit of 25% of the gross estimated rental fee. Renters selling their own tickets or using a different ticket seller will be required to pay a rental deposit of \$2,000.00 to confirm the reservation. KCT reserves the right to receive six tickets for each performance to be used for the theatre's volunteer recognition program.
- g) Technical services - a block of Tech time is included in each rental and additional time is charged to the renter. See section 4.1.2. below.
- h) Merchandising fees as noted in section 4.1.5. below.
- i) Front of House services - a block of time is included in each rental and additional time is charged to the renter. See section 4.1.4. below.
- j) Artist and composer royalties - all renters are responsible for ensuring that all applicable artist and composer fees and royalties, including SOCAN, are paid to the appropriate agencies. KCT will invoice renters for these fees and royalties if necessary, and the fees and royalties will be payable along with other fees and charges.

- k) CIF (Capital Improvement Fees) - applied to each admission, regardless of ticket price and invoiced by KCT. These fees directly support facility and equipment refurbishment and repair.
- l) Janitorial - basic janitorial services are provided for clean-up after the show, but extraordinary expenses will be billed back to the renter.
- m) Post-event settlement - final charges may vary depending upon the renter's actual use of space, and/or equipment and/or technical services. Settlements will be within 10 working days after the event. KCT has the right of first call on any and all ticket sales revenue to settle outstanding rental and facility charges, and may directly invoice the authorized ticket seller for reimbursement of all outstanding rental fees. If ticket revenues are insufficient to cover all outstanding rental fees, the renter will be invoiced for the remainder. If the renter requires settlement the night of the event, at least 2 weeks advance notice is required, and an additional fee may apply.
- n) Promotion and Marketing - all events are included on the KCT's web pages and electronic reader board. Additional promotions can be coordinated through the KCT Manager on a fee-for-service basis.

#### **4. THEATRE ALLOCATION PRINCIPLES & GUIDELINES**

- 4.1 To provide a well-equipped and functional facility, and appropriate services to meet the needs of touring and local users.**
  - 4.1.1 The City of Kelowna coordinates the use of the facility safely for all events with the goal of maintaining the theatre in the best possible condition. KCT reserves the right to have its staff enter any rooms associated with the rental to communicate with the renter or theatre staff, or to protect the safety of the renter, the renter's equipment, the theatre's equipment, personnel, or visitors.
  - 4.1.2 A KCT Technician must be present at all times during use of the facility. This technician is to assist with the rental, and is not to be used to fill a permanent gap in the rental client's production crew. Extra Technicians may be hired to fill any such gaps at an additional charge. The requirements for a KCT Technician to be present during the rental of the Black Box may be waived for regular theatre customers at the discretion of the Theatre Manager.
  - 4.1.3 Access to the theatre and its equipment, is under the supervision of KCT technical staff. Access to the theatre and its systems is limited to those areas and equipment as listed in the rental contract. Other areas and equipment may be added to the contract if available.
  - 4.1.4 Unless otherwise approved by the Theatre Manager, front-of-house personnel must be present until conclusion of the performance and the departure from the facility of all audience members. KCT will provide up to 5 hours of trained front-of-house (ticket-takers, ushers, coat check), bar and concessions personnel for the theatre user as part of the rental.
  - 4.1.5 All products to be served through the bar and concession are the responsibility of KCT and no other merchandise, food or beverage is permitted unless approved by the Theatre Manager. Additional fees, as described in the bylaw, may apply if additional stock is requested.
  - 4.1.6 The Kelowna Community Theatre has a permanent, non-transferable Liquor Primary license which extends to the main theatre lobby, stage and auditorium. The Black Box Theatre is not included in the Liquor Primary license. Anyone wishing to serve alcohol in the Black Box Theatre is required to obtain a Special Occasion License prior to their event and to ensure that the License is properly posted and fulfilled.

- 4.1.7 KCT will maintain a contract to feature local visual artists in the theatre in designated areas of the lobby.
- 4.1.8 KCT reserves the right to limit and direct any other decorations to the interior and exterior areas of the theatre.
- 4.1.9 KCT is a non-smoking facility. Smoking is not permitted in any part of the facility, including the Green Room and Dressing Rooms.
- 4.1.10 Any audio or visual recordings planned in association with the rental activity should be reviewed with the KCT Manager and approved prior to the event.
- 4.1.11 KCT and the City of Kelowna reserve the right to schedule both routine and special maintenance for any interior or exterior portion of the facility, or any equipment, which may require closure of all or part of the facility.

**4.2 To provide equitable access to the theatre for performance and other activities by local and non-local groups or individuals.**

- 4.2.1 The KCT Manager has the sole and unfettered discretion to approve or decline all bookings and rental applications.
- 4.2.2 Booking Inquiries fall into the following categories, (the term ‘Client’ refers to an individual or organization making such an inquiry or booking).

**General Inquiry:** client looking for available date(s) with no expectation of reserving and particular date. No commitments are made by either party.

**Hold Dates:** client is looking for specific date(s).

These dates are flagged as “Hold” by the theatre and are released when:

- Hold date(s) become a confirmed date with a signed contract and the applicable deposit is paid. Deposits are not refundable, nor are they transferable to other dates.
- Hold date(s) are removed at clients request or approval.
- Hold date is successfully challenged by another client looking for the same date.

**Confirmed Dates:** client has signed contract and paid the required deposit

**Challenging Process:** A hold date is challenged when a client is prepared to sign a contract and pay the required deposit on a date held by another client, and asks theatre Management to challenge the date.

Once notified of the challenge, the challenged client has up to three working days to respond with the intent to keep or release the date. If the challenged client chooses to keep the date, the challenged client must pay a minimum of a 50% non-refundable deposit to the theatre and sign a contract for the date.

If the challenged client releases the date, the challenging client then has up to 3 working days from time of notification to sign the contract and present the deposit.

In the challenging process, if the client who ends up with the date defaults on the date, they will be held liable for the deposit amount for the date.

If “Force Majeure”, or other circumstances occur that the Theatre Manager deems salient, the Theatre Manager has the right to modify the challenging time frames and process.

**Single Date Bookings** will not be taken more than 12 months in advance.

**Rehearsals:** Rehearsal days on the main stage will not be booked as stand alone bookings unless there is room available and less than one month to the date requested.



A maximum of one rehearsal day will be booked for each performance day of a show. If additional rehearsals are required, they will have to be booked at the performance day rate.

**Bookings of a season of performances** (three or more performances sold as a package) and special events sold with a season of performances can be booked two years in advance of the current season.

**4.3 Acknowledging the need to recognize traditional uses, and the special contractual needs of Kelowna's professional performing arts groups.**

- 4.3.1 Organizations which have established a pattern of using KCT during specific dates for specific events over a period of three years are eligible to be designated as Traditional Users.
- 4.3.2 Designation as a Traditional User means that the organization will have the ability to put non-challengeable hold dates in the KCT calendar for up to 3 seasons in advance.
- 4.3.3 In order to obtain or maintain designation as a Traditional User, an organization must, by April 30 of each year, submit a Traditional Usage Application Form to the KCT Manager. Upon written request, the KCT Manager may, in his or her sole discretion, grant an extension to the April 30 deadline.
- 4.3.4 Failure to submit a Traditional Usage Application Form by the prescribed deadline may result in the release of any dates being held for that user.
- 4.3.5 Approval of Traditional Usage designation rests solely with the KCT Manager.
- 4.3.6 If an event is cancelled, moved to another venue, or if the organization changes its traditional pattern of use, Traditional User designation may be withdrawn and any dates being held may be released.
- 4.3.7 The following events and organizations are designated as Traditional Users effective January 1, 2013 and will be allowed to continue as Traditional Users as long as they comply with this policy. Effective January 1, 2014, no new Traditional Users will be accepted.
  - Lady of the Lake Society (Annual Pageant)
  - The Nutcracker (annual performance)
  - Kelowna Centre for Positive Living
  - BC Interior Jazz Festival (annual festival)
  - Mount Boucherie annual school concert
  - Okanagan Mission Secondary annual Fashion Show
  - KSS Encore (annual event)
  - Dance City Academy annual recital
  - Robb Card Dance annual recital
  - Canadian School of Ballet annual recital
  - Deschner's Dance Force annual recital
  - Creators Dance Centre annual recital
  - Wentworth School of Music annual show
- 4.3.8 When calendar dates for Traditional Users have been fixed, Kelowna's professional performing arts organizations will then have their choice of dates three seasons in advance of the current season.
- 4.3.9 If "Force Majeure" or other circumstances occur that the Theatre Manager deems salient, the Theatre Manager has the right to modify the booking time frames and process.

