

#### **Town of Foam Lake**

402 Cameron Street Policy - #2022-002

Council Resolution & Date: Resolution #59-22 April 12, 2022

Effective Date of Policy: May 1, 2022

## 1. Policy Intent

To establish an operating plan for the utilization of 402 Cameron Street located at 402 Cameron Street, Foam Lake.

#### 2. Definitions

- a) Adult Programming includes social gatherings, game play, arts programs, meetings etc. for participants older than nineteen (19) years of age.
- b) Daily Rate the rate per room, up to maximum of 8 hours of use
- c) Local Users are groups whose majority of members live in the Town/RM of Foam Lake
- d) Non-Local Users are groups whose members live outside the Town/RM of Foam Lake
- e) Owner the Town of Foam Lake
- f) Regular Users are groups who commit to meet on a regular basis (weekly or monthly) with a minimum of ten (10) rentals per calendar year.
- g) Youth Programming includes social gatherings, game play, arts programs, meetings etc. for participants eighteen (18) years of age or younger.

#### 3. Policy

- a) Bookings will be managed through the Town Office at 327 Main Street Foam Lake or by phone 306-272-3359 or email reception@foamlake.com;
- b) Users must complete a Registration and Waiver for Facility Use (*Appendix A*) prior to first scheduled date of use;
- c) Bookings are taken on a first come, first served basis;
- d) Doors will be opened 15 minutes prior to the user groups scheduled rental time and will be locked 15 minutes following the user groups scheduled rental time;
- e) Groups requesting Regular User status are required to complete a Regular User Group Request Form (*Appendix B*);
- f) Approved Regular Users can receive a key to the facility if requested, and are required to complete a Facility Key Agreement (*Appendix C*) prior to receiving a key;
- g) A minimum of 48 hours' notice must be provided by phone to 306-272-3359 or email to reception@foamlake.com or the user group will be charged full rates;
- h) Invoices are due within 30 days from the rental date.

#### 4. Cleaning Guidelines

a) Janitor services are in place once per week and will occur on Saturdays;

- b) Users of this shared-use facility will be responsible to leave a "blank-slate" for the next users coming in:
- c) BEFORE LEAVING users must:
  - All garbage should be bagged and removed and put in the appropriate bin located the front of the building;
  - Put all activity items (cards, pens, materials etc.) away in your designated storage area, or take with you;
  - Wipe down tables and chairs using the sanitizing wipes provided;
  - Check washrooms and refresh as necessary, flush toilets if needed;
  - Ensure any messes are cleaned/swept/mopped;
  - Shut off lights;
  - Winter months turn heat down to 65 degrees Celsius; Summer months turn AC to 72 degrees Celsius.
- d) Cleaning Supplies and key to the Mechanical Room can be found in the cupboard marked "Cleaning Supplies"
- e) If damage occurs please notify the Town Office at 306-272-3359 or email reception@foamlake.com. User groups may be responsible to cover the costs of damage if deemed to be a result of negligence of the user group;
- f) User Groups are subject to a \$50.00 cleaning fee if the facility is not left in an acceptable manner.

#### 5. Facility Details

#### Inventory:

- 8 6ft Rectangular Tables
- 24 Folding Chairs black
- 30 Padded Vinyl Chairs black
- 1 Rolling storage cart (holds 24 foldable chairs)

#### Storage Space:

- 1 Vault Space (not locked)
- 8 Large Cupboards
- 16 Large Drawers

## Rooms:

- Large Meeting Room includes:
  - Open floor area
  - 530 square feet
- Small Meeting Room includes:
  - Large oval table seats 10
  - 390 square feet

## 6. Rental Rates

- a) Local User Rates:
  - Youth Programming \$6.00 per hour, per room
  - Adult Programming \$12.00 per hour, per room
  - Daily Rate (all programming) \$72.00 ALL rooms included
- b) Non-Local User Rates:
  - Youth Programming \$10.00 per hour, per room
  - Adult Programming \$20.00 per hour, per room
  - Daily Rate (all programming) \$120.00 ALL rooms included

#### c) Regular User Rates:

Up to 14 uses per calendar year, 1-3 scheduled hours per use

- Includes regular scheduling, storage drawer/cupboard and key
- \$252.00 per calendar year billed quarterly

Up to 26 uses per calendar year, 1-3 scheduled hours per use

- Includes regular scheduling, storage drawer/cupboard and key
- \$468.00 per calendar year billed quarterly

## 7. Responsibilities

- a) Administration:
  - to keep accurate calendar of bookings and key register;
  - to invoice and collect fees for user groups utilizing the facility;
  - to review and approve Regular User applications;
  - to enforce and adhere to the policy;
  - provide quarterly reports to the Leisure Services Committee.

## b) Leisure Services:

- ensure the doors are unlocked 15 minutes prior to booking and locked 30 minutes following bookings;
- upon unlocking/locking doors do a walkthrough to ensure cleanliness and/or damage and communicate to Administration.

## c) Leisure Services Committee:

- responsible for resolving any disputes arising under an agreement with a user group;
- to review the policy on a regular basis and recommend changes as deemed necessary.

#### APPENDIX A

#### Registration and Waiver for Facility Use – 402 Cameron Street

An agreement for the rental of 402 Cameron Street, Foam Lake between the Town of Foam Lake and

User Group:		
User Group Mailing Address:		
User Group Contact Person: Contact Phone:		
Contact Email:		
Invoice Preference:	☐ Mail ☐ Email	
Programming		
		Adult Programming — \$10.00/hour, per room     Adult Programming — \$20.00/hour, per room
	e(s) and Time(s):	
Program/Rental:		

- 1. User agrees that it will not use the premises for any unlawful purposes, and will obey all laws, rules and regulations of presiding committee and governmental authorities while using the above described facilities;
- 2. User agrees to abide by any rules or regulations for the use of the premises that are attached to this agreement or provided to the User over the course of their tenancy;
- 3. User agrees that it is solely responsible to implement appropriate screening and supervision procedures to protect children, youth and vulnerable adults attending User's function at the above described facilities;
- 4. User agrees to hold harmless, indemnify and defend Owner (including Owner's agents, employees and representatives) from any and all liability for injury or damage including, but not limited to illness, exposure to infectious/communicable disease, bodily injury, personal injury, emotional injury or property damage which may result from any person using the above described premises, its entrances and exits and surrounding areas, for User's purposes, regardless of whether such injury or damage results from the negligence of the Owner (including Owner's agents, employees and representatives) or otherwise.
- 5. User agrees to be responsible for preparing for use and returning to the pre-use condition all areas of the premises which User will use, including entrances and exits.
- 6. This agreement may be cancelled unilaterally by either party with a minimum of forty-eight (48) hours' notice to the other party or the User will be charged the rental fee as agreed upon.

- a. In no event will the Owner be liable to User for any lost profits or incidental, indirect, special or consequential damages arising out of User's inability to use the above described premises, even if Owner has been advised of the possibility of such damages;
- 7. User agrees that it will not assign any of its rights under this agreement and any such assignment will void this agreement at the sole option of the Owner;
- 8. Owner and User agree that any disputes arising under this agreement will be resolved via decision of Foam Lake Town Council or appropriate Sub-Committee of Council;
- 9. This document contains the entire agreement of the parties and supersedes all prior written or oral agreements relating to the subject matter.

Dated this day of	
User Group Representative Name (printed)	User Group Representative (signature)
Town of Foam Lake Representative (printed)	Town of Foam Lake Representative (signature)

## APPENDIX B

# **REGULAR USER GROUP REQUEST FORM – 402 Cameron Street**

Groups may fill this form if they wish to be classified as a "regular user group".

Regular User Group is defined as a group that meets at least 10 times per calendar year on a regularly scheduled time and day.

Group Name:	
Group Contact:	
Contact Phone:	
Contact Email:	
ACTIVITY:	
Storage requested:	<ul> <li>☐ Cupboard</li> <li>☐ Drawer</li> <li>☐ Other</li> <li>☐ No Storage needed</li> </ul>
Regular Dates and Times requested:	

# APPENDIX C

# **KEY HOLDER AGREEMENT – 402 Cameron Street**

Key Holder Name:	
USER GROUP:	
Phone number:	
E-mail address:	
Mailing address:	
<ul> <li>Services and are to be returned to the i</li> <li>I will not loan, duplicate or use the key</li> <li>I will ensure the key is either in my po</li> <li>I accept responsibility for the cost of i</li> </ul>	Lake Leisure Services remain the property of Foam Lake Leisure issuing authority when term as User Group Rep is concluded ys issued to me in any unauthorized manner. It is is issued to appropriately secured at all times. It is replacement key, rekeying locks and any associated damage or the key be lost, stolen or misused while in my possession.
Key Holder (signature)	Date
Town of Foam Lake Representative (signature	e)
KEY RETURN DATE:	
Key Holder (signature)	Town of Foam Lake Representative (signature)