

TOWN OF FORT FRANCES

Community Services Executive Committee

AGENDA - February 19, 2019 10:30 AM

MEETING - Fort Frances Senior Centre

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1. <u>CALL TO ORDER (Session #005)</u>	
2. <u>APPROVAL OF AGENDA (Call for Non-Agenda Items)</u>	
3. <u>DISCLOSURE OF CONFLICT OF INTEREST AND THE GENERAL NATURE THEREOF</u>	
4. <u>APPROVAL OF PREVIOUS COMMITTEE MINUTES</u>	
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10. <u>ADJOURNMENT</u>	

TOWN OF FORT FRANCES

MINUTES

SESSION NO. #004

February 4, 2019

The meeting of Community Services Executive Committee of the Town of Fort Frances was held in the Memorial Sports Centre on February 4, 2019 from 10:30 a.m. to 10:50 a.m.

PRESENT: Andrew Hallikas - Chairman, Michael Behan - Councillor, Rick Wiedenhoeft - Councillor, Mayor June Caul (ex-officio), Doug Brown - CAO, Jason Kabel, Community Services Division Manager

1 CALL TO ORDER (Session #004)

A. Hallikas called the meeting to order at 10:25 a.m.

2 APPROVAL OF AGENDA (Call for Non-Agenda Items)

- approved without revision.

3 DISCLOSURE OF CONFLICT OF INTEREST AND THE GENERAL NATURE THEREOF

- NIL

4 APPROVAL OF PREVIOUS COMMITTEE MINUTES

4.1 Community Services Executive Committee - January 21, 2019 - **approved as amended.**

5 ITEMS REFERRED FROM COUNCIL

5.1 Request from J. Petrin, Fort Frances Homeless Committee - use of East End Hall (Mayor J. Caul will provide a verbal update)
- Mayor J. Caul took initiative to assist the Homeless Committee to find an alternate location that will serve the needs of the community that will preclude the need for their request to be considered further by Council.

5.2 Request from Relay for Life 2019 - The Community Services Executive Committee recommends to the Operations and Facilities Executive Committee to authorize the use of the Point Park Office as the headquarters for the Relay for Life on Saturday, June 22, 2019 provided that:

- a proof of insurance certificate (\$2 million) is furnished with the Town named as an additional insured on the Relay for Life Committee policy.
- The premises are cleaned and all trash is removed from the facility.

5.3 Request from Age Friendly Committee - Drop Off Areas for Older Adults - Irene Laing -

To endorse the Bylaw division further research of other communities who may have established Age Friendly drop off spaces that will assist in determining potential implementation and enforcement considerations prior to determining a course of action.

6 NEW BUSINESS

- NIL

7 NON-AGENDA ITEMS

- NIL

8 INFORMATION

8.1 Next Meeting Date - February 19, 2019 (Fort Frances Senior Centre)

9 ADJOURNMENT

There being no further matters before the committee at this time, the meeting was adjourned at 10:50 a.m.

A. Hallikas, Executive Committee Chair

J. Kabel, Manager of Community Services

REPORT

TO: Community Services Executive Committee

FROM: Jason Kabel, Community Services Division Manager

DATE: February 15, 2019

RE: **Rainy Lake Gymnastics Academy Proposal**

On February 8, 2019, the Community Services Division received the attached proposal from the newly developed Rainy Lake Gymnastics Academy (RLGA).

Executive members of the RLGA were pleased with their survey of the community to determine genuine interest in gymnastics as a recreational opportunity for children from pre-school through high school and are proposing the following:

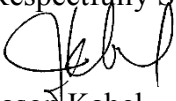
- Semi-permanent use of the MSC Auditorium from approximately September to May;
- Use for a term of 3 years;
- Initial Rent at \$1,300.00 per month for each month of use of the Auditorium;
- Continued use of space for MSC Fitness Classes; and
- Continued use of space for events already booked in the Auditorium (i.e. Weddings, Socials, Banquets).

Recommendation

Have the Community Services Division gather data to:

- 1) Explore the impact that semi-permanent use of the auditorium would have on existing services and users.
- 2) Review the existing revenue generation in the auditorium (over the past 3 years) to determine the financial impact of the proposal.

Respectfully Submitted,



Jason Kabel

Rainy Lake Gymnastics Academy

rlgymnasticsacademy@gmail.com

February 7, 2019

Mr. Jason Kabel

Community Services Executive Committee

Town of Fort Frances

320 Portage Avenue

Fort Frances, Ontario

P9A 3P9

Dear Sir:

**RE: DEPUTATION TO COMMUNITY SERVICES DIVISION
PROPOSAL FROM RAINY LAKE GYMNASTICS ACADEMY**

Further to the above, please consider this proposal from the Rainy Lake Gymnastics Academy ("RLGA") to rent the Auditorium at the Memorial Sports Centre ("MSC") to facilitate a gymnastics club in the Town of Fort Frances.

BACKGROUND

The RLGA has been formed by members of the community who have a love for the sport of gymnastics and have recently incorporated a non-profit corporation in hopes of having this sport return to the community. (**Tab 1** - Letters Patent for Rainy Lake Gymnastics Academy) (**Tab 2**- By-Laws of Rainy Lake Gymnastics Academy – *pending signature of Janis Abbott*)

Few things make us happier than seeing the joy on the face of a young athlete as they master a new skill in a sport they love. For some this sport is hockey, for others the sport may be swimming or badminton, or even dancing. For us though, the sport is gymnastics. Given our love for the sport, the community and our youth, we are working hard to create a new gymnastics club for our town.

We have surveyed the community and surrounding area to estimate the interest in a gymnastics club starting in Fort Frances. Parents of over 300 youth that have expressed interest in a gymnastics program in the community. We understand that not everyone who expresses interest will commit to registering, but even a small fraction of that number would be an excellent start for this Club. (**Tab 3** – Summary of Interested Athletes and Comments from Parents).

We would like to offer a recreational program for all ages, including conditioning classes that would be open to all athletes as an option for cross-training. More programming would follow as we establish our Club.

PROPOSAL

After much work viewing various buildings and properties throughout the District, we are unable to find a space that is feasible or available for a new club to use. We are proposing that Town of Fort Frances allow the RLGA to have use of the Auditorium at the MSC. More specifically we are proposing the following:

- Semi-permanent use of the MSC Auditorium from approximately September to May of each calendar;
- Use for a term of 3 years;
- Initial Rent at \$1,300.00 per month for each month of use of the Auditorium;
- Continue use of space for MSC Fitness Classes; and
- Continue use of space for events already booked in the Auditorium (i.e. Weddings, Socials, Banquets).

This proposal is subject to our ability to raise the funds necessary to purchase equipment to properly run the program. We are unable to commence fundraising until we secure a suitable facility to run such a specialized program. We are providing this proposal to you, in an attempt to secure ensure we have a space we can utilise for gymnastics. We are prepared to start fundraising as soon as we have a location secured.

SEMI-PERMANENT USE

We would like to be able to leave our equipment set up in the space. We would take down the equipment and store it for the months of June to August, which may be busier months for the space with weddings and other events. We hope to store our equipment during the summer months in the MSC, but we are also open to finding additional storage facilities if it is not possible. The exact timing of our gymnastics season for 2019-2020 will not be determined until we are further into fundraising as well as equipment ordering

3 YEAR TERM

We are proposing a term of 3 years. This would give the RLGA enough time to find a more permanent facility if the club is in a position to do so. Alternatively, this would give the Town time to decide on future use of the facility by the RLGA on a more permanent basis. The term is a suggestion.

RENT

We are proposing to rent the Auditorium from the Town for \$1,300.00 a month. We decided on this amount in hopes it would be sufficient to cover the costs to rent the space and as an attempt to match the revenue the Town would otherwise receive from other rentals of the Auditorium from

the months of September to May of each year. This is a fee that we would be open to negotiate if it was decided this rate was not sufficient to match current revenue, or would not recuperate costs of using the facility. We will also need to consider our own revenue as a club and the cost we can afford once we are able to determine better our registrations and fees.

USE FOR FITNESS CLASSES

We understand the MSC uses the auditorium to run many of its fitness classes and we propose that this continues. Our equipment would include a spring floor. We propose to work with the Scheduler for the MSC to ensure fitness classes are still offered while we are renting the space. Attached is a preliminary draft schedule in which there would be ample opportunities for the MSC to continue their fitness classes (**Tab 4 – Draft Schedule**). Our hope in year 2 and 3 would be to have more and more gymnastics programming while still having timeslots each evening the fitness classes.

Speith Anderson is a gymnastics equipment provider. We have contacted them in regards to the proposed space of the auditorium and they have provided us with a draft layout of the space (**Tab 5– Draft Layout of Auditorium Space**). The largest rectangle on the layout would be the floor space we are recommending be used for fitness classes. Though preliminary, this is most likely how the space will be used.

USE FOR PREVIOUSLY BOOK EVENTS

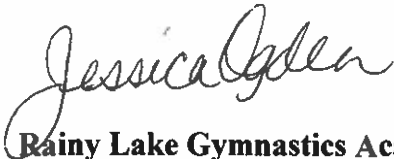
We understand that the Auditorium already has some bookings during our proposed rental period. We propose that all Weddings, Socials, Banquets, etc. already booked in the Auditorium take place. We are prepared to take down and remove all equipment ahead of these pre-scheduled events so long as we know the schedule ahead of our season in order to prepare for take down and adjust class fees as necessary for cancelled classes. We are also hopeful there will be temporary space to store our equipment for those weekends we need to take down and remove our equipment. We are requesting that should our proposal be approved and all terms are agreed upon, no further events be booked in the Auditorium during our period of use.

The MSC is an ideal location for the gymnastics club. The MSC is centrally located. There are many parents bringing their children into the facility for swimming, hockey, skating, and squash. We hope our proposal has given the Town something to consider for future use of the Auditorium at the MSC. We look forward to discussing any and every aspect of this proposal with you. Our hope is that our proposal has been considerate of both the needs of the Town of Fort Frances as well as the needs of the RLGA.

Rainy Lake Gymnastics Academy is excited and honoured to contribute to the active, happy and healthy lifestyle that the Town of Fort Frances promotes through the Memorial Sports Centre.

If you have any questions, we invite you to contact our President, Jessica Ogden at 807-276-4428 or email: rlgymnasticsacademy@gmail.com. We look forward to your feedback and review of our proposal.

Yours truly,

A handwritten signature in black ink that reads "Jessica Ogden". The signature is fluid and cursive, with the first letters of each word being capitalized and prominent.

Rainy Lake Gymnastics Academy

Per: Jessica Ogden

President

5005679



LETTERS PATENT
This application constitutes the charter
of the corporation which is issued by
these Letters Patent dated this

Ministère des Services
gouvernementaux et des
Services aux consommateurs

LETTRES PATENTES
La présente demande forme la charte de la
société constituée en personne morale
par lettres patentes datée le

DECEMBER 1 2 DÉCEMBRE, 2018

Minister of
Government and
Consumer Services

Barbara Aschitt
Director / Directrice

Le ministre des Services
gouvernementaux et
des Services aux
consommateurs

per/par

Form 2
Corporations
Act

Formule 2
Loi sur les
personnes
morales

**APPLICATION FOR INCORPORATION OF A CORPORATION WITHOUT SHARE CAPITAL
REQUÊTE EN CONSTITUTION D'UNE PERSONNE MORALE SANS CAPITAL-ACTIONS**

1. The name of the corporation is: (Set out in BLOCK CAPITAL LETTERS)

Dénomination sociale de la société : (Écrire en LETTRES MAJUSCULES SEULEMENT)

R	A	I	N	Y	L	A	K	E	G	Y	M	N	A	S	T	I	C	S	A	C	A	D	E	M	Y

2. The address of the head office of the corporation is:

Adresse du siège social:

1455 Idylwild Drive, Site 206-197, R.R. #2

(Street & Number or R.R. Number & if Multi-Office Building give Room No.)

(Rue et numéro ou numéro de la R.R. et, s'il s'agit d'un édifice à bureaux, numéro du bureau)

Fort Frances

Ontario

P 9 A 3 M 3

(Name of Municipality or Post Office)

(Nom de la municipalité ou du bureau de poste)

(Postal Code)

(Code postal)

3. The applicants who are to be the first directors of the corporation are:

Requérants appelés à devenir les premiers administrateurs de la personne morale :

First name, middle names and
surname

Prénom, autres Prénoms et nom
de famille

Address for service, giving Street & No. or R.R. No., Municipality,
Province, Country and Postal Code

Domicile élu, y compris la rue et le numéro, le numéro de la R.R. ou
le nom de la municipalité, la province, le pays et le code postal

Jessica Jane Ogden

305 Kristi Place, Fort Frances, ON P9A 3V9

Jillian Paige Kellar

1003 Bayview Avenue, Fort Frances, ON P9A 2S6

Meghan Erin Cox

Site 204-1, R.R. #2, Fort Frances, ON P9A 3M3

Stephanie Lindsay Mann

400 Minnie Avenue, Fort Frances, ON P9A 2P7

3. Continued

The applicants who are to be the first directors of the corporation are:

First Name, middle names and surname

Address for service, giving Street & No or R.R.
No., Province, Country and Postal Code

Janis Grace Abbott

1009 Armit Avenue, Fort Frances, ON P9A 3R3

4. The objects for which the corporation is incorporated are:
Objets pour lesquels la personne morale est constituée:

The establishment and operation of a gymnastics program in the Town of Fort Frances, Ontario for the purposes of:

- a) forming, operating and improving organized gymnastics under the guidelines established from time to time by Gymnastics Ontario and Gymnastics Canada;
- b) fostering, promoting and developing skills in gymnastics for youth who reside in Fort Frances and the surrounding area;
- c) fostering among its members and supporters sportsmanship and a general community spirit;

And other such complementary purposes not inconsistent with these objects

5. The special provisions are:
Dispositions particulières:

The corporation shall be carried on without the purpose of gain for its members, and any profits or other accretions to the corporation shall be used in promoting its objects.

La personne morale doit exercer ses activités sans rechercher de gain pécuniaire pour ses membres, et tout bénéfice ou tout accroissement de l'actif de la personne morale doit être utilisé pour promouvoir ses objets.

6. The names and address for service of the applicants:

Nom et prénoms et domicile élu des requérants :

First name, middle names and surname Prénom, autres Prénoms et nom de famille	Address for service, giving Street & No. or R.R. No., Municipality, Province, Country and Postal Code Domicile élu, y compris la rue et le numéro, le numéro de la R.R. ou le nom de la municipalité, la province, le pays et le code postal
Jessica Jane Ogden	305 Kristi Place, Fort Frances, ON P9A 3V9
Jillian Paige Kellar	1003 Bayview Avenue, Fort Frances, ON P9A 2S6
Meghan Erin Cox	Site 204-1, R.R. #2, Fort Frances, ON P9A 3M3
Stephanie Lindsay Mann	400 Minnie Avenue, Fort Frances, ON P9A 2P7
Janis Grace Abbott	1009 Armit Avenue, Fort Frances, ON P9A 3R3

This application is executed in duplicate.

La présente requête est faite en double exemplaire.

Signatures of applicants
Signature des requérants

Jessica Jane Ogden

Jillian Paige Kellar

Meghan Erin Cox

Stephanie Lindsay Mann

Janis Grace Abbott

Jessica Jane Ogden
Jillian Kellar
Meghan Erin Cox
Stephanie Lindsay Mann
Janis Grace Abbott

Rainy Lake Gymnastics Academy

BY LAWS

Section 1 - General

1.01 Name

The Rainy Lake Gymnastics Academy shall be known as the "Corporation" and may use and register any such business names, trade styles, logos, symbols, mascots, and any other identifying representations as the directors may determine.

1.02 Objectives

The objects for which the Corporation is incorporated are set forth in the Letters Patent, as they may be amended from time to time.

1.03 Definitions

In this by-law, unless the context otherwise requires:

- a. "Act" means the *Not-for-Profit Corporations Act*, 2010 (Ontario) and, where the context requires, includes the regulations made under it, as amended or re-enacted from time to time;
- b. "Board" means the board of directors of the Corporation;
- c. "By-laws" means this by-law (including the schedules to this by-law) and all other by-laws of the Corporation as amended and which are, from time to time, in force;
- d. "Chair" means the chair of the Board;
- e. "Corporation" means the corporation that has passed these by-laws under the *Act* or that is deemed to have passed these by-laws under the *Act*;
- f. "Director" means an individual occupying the position of director of the Corporation by whatever name he or she is called;
- g. "Member" means a member of the Corporation;
- h. "Members" means the collective membership of the Corporation; and
- i. "Officer" means an officer of the Corporation.

1.04 Interpretation

Other than as specified in Section 1.01, all terms contained in this by-law that are defined in the *Act* shall have the meanings given to such terms in the *Act*. Words

importing the singular include the plural and vice versa, and words importing one gender include all genders.

1.05 Severability and Precedence

The invalidity or unenforceability of any provision of this By-law shall not affect the validity or enforceability of the remaining provisions of this By-law. If any of the provisions contained in the By-laws are inconsistent with those contained in the Articles or the *Act*, the provisions contained in the Articles or the *Act*, as the case may be, shall prevail.

1.06 Seal

The seal, an impression of which is stamped in the margin of this document, shall be the seal of the Corporation.

1.07 Execution of Contracts

Deeds, transfers, assignments, contracts, obligations and other instruments in writing requiring execution by the Corporation may be signed by any two of its Officers or Directors. In addition, the Board may from time to time direct the manner in which and the person by whom a particular document or type of document shall be executed. Any person authorized to sign any document may affix the corporate seal, if any, to the document. **Any Director or Officer may certify a copy of any instrument, resolution, by-law or other document of the Corporation to be a true copy thereof.**

Section 2 - Directors

2.01 Election and Appointment of Board of Directors

1. Each director shall be elected by a majority vote of the voting members to hold office until the second annual meeting after he/she shall have been elected or until his/her successor shall have been duly elected and qualified.
2. Upon completion of their term, directors, if otherwise eligible, may be re-elected or re-appointed. No election, or appointment of a director is valid without his/her consent given in person at the meeting at which election or appointment takes place, or given in writing within (10) calendar days of the election or appointment. There shall be no limit to the number of terms which may be held, successive or otherwise.

3 The two-year term applies to the seat rather than an individual Director. Accordingly, if a director leaves their seat during their term, any replacement Director, whether appointed by the Board or elected by the membership will complete only the remaining portion of that Board seat's term. This is intended to ensure that half of the Board seats are renewed each year, while maintaining reasonable continuity of experience on the Board.

4. The first election will take place in May 2021 unless otherwise determined by the Board of Directors for the positions of Secretary, and two (2) Directors. Even years starting in 2022 will be the election for President, Treasurer and one (1) Director.

2.02 Vacancies

The office of a Director shall be vacated immediately:

- 1. if the Director resigns office by written notice to the secretary, which resignation shall be effective at the time it is received by the secretary or at the time specified in the notice, whichever is later;**
- 2. if the Director dies or becomes bankrupt;**
- 3. if the Director is found to be incapable of managing property by a court or under Ontario law; or**
- 4. if, at a meeting of the Members, a resolution is passed by at least a majority of the votes cast by the Members removing the Director before the expiration of the Director's term of office.**

2.03 Filling Vacancies

A vacancy on the Board shall be filled as follows:

a quorum of Directors may fill a vacancy among the Directors;

1. if there is not a quorum of Directors or there has been a failure to elect the minimum number of Directors set out in the articles, the Directors in office shall, without delay, call a special meeting of Members to fill the vacancy and, if they fail to call such a meeting, the meeting may be called by any Member;
2. if the vacancy occurs as a result of the Members removing a Director, the Members may fill the vacancy by a majority vote and any Director elected to fill the vacancy shall hold office for the remainder of the removed Director's term; and

3. the Board may fill any other vacancy by a majority vote, and the appointee shall hold office for the remainder of the unexpired portion of the term of the vacating Director. After that, the appointee shall be eligible to be elected as a Director.

2.04 Committees

Committees may be established by the Board as follows:

1. **The Board may appoint from their number a managing Director or a committee of Directors and may delegate to the managing Director or committee any of the powers of the Directors excepting those powers set out in the Act that are not permitted to be delegated; and**
2. Subject to the limitations on delegation set out in the Act, the Board may establish any committee it determines necessary for the execution of the Board's responsibilities. The Board shall determine the composition and terms of reference for any such committee. The Board may dissolve any committee by resolution at any time.

2.05 Remuneration of Directors

No Director shall directly or indirectly receive any profit from occupying the position of Director or from providing services to the Corporation in another capacity. However, Directors may be reimbursed for reasonable expenses that they incur in either of those capacities.

Section 3 - Board Meetings

3.01 Calling of Meetings

Meetings of the Directors may be called by the Chair, president or any two Directors at any time and any place on notice as required by this by-law, **provided that, for the first organizational meeting following incorporation, an incorporator or a Director may call the first meeting of the Directors by giving not less than five days notice to each Director, stating the time and place of the meeting.**

3.02 Regular Meetings

The Board may fix the place and time of regular Board meetings and send a copy of the resolution fixing the place and time of such meetings to each Director, and no other notice shall be required for any such meetings.

3.03 Notice

Notice of the time and place for the holding of a meeting of the Board shall be given in the manner provided in Section 10 of this by-law to every Director of the Corporation not less than seven days before the date that the meeting is to be held. Notice of a meeting is not necessary if all of the Directors are present, and none objects to the holding of the meeting, or if those absent have waived notice or have otherwise signified their consent to the holding of such meeting. If a quorum of Directors is present, each newly elected or appointed Board may, without notice, hold its first meeting immediately following the annual meeting of the Corporation.

3.04 Chair

The Chair shall preside at Board meetings. In the absence of the Chair, the Directors present shall choose one of their number to act as the Chair.

3.05 Voting

Each Director has one vote. Questions arising at any Board meeting shall be decided by a majority of votes. In case of an equality of votes, the Chair shall not have a second or casting vote.

3.06 Participation by Telephone or Other Communications Facilities

If all of the Directors of the Corporation consent, a Director may participate in a meeting of the Board or of a committee of Directors by telephonic or electronic means that permits all participants to communicate adequately with each other during the meeting. A Director participating by such means is deemed to be present at that meeting.

Section 4 - Financial

4.01 Banking

The Board shall by resolution from time to time designate the bank in which the money, bonds or other securities of the Corporation shall be placed for safekeeping.

4.02 Financial Year

The financial year of the Corporation ends on June 30th in each year or on such other date as the Board may from time to time by resolution determine.

4.03 Financing

The activities of the Corporation shall be financed by:

- (a) membership fees, dues and other levies or assessments determined from time to time by the Board of Directors.
- (b) donations, grants, bequests, gifts, endowments, awards or any other form of benefaction in cash or kind, solicited or otherwise received.
- (c) proceeds from any other fundraising programs, activities, or undertakings that would yield revenue for the Corporation that may be approved from time to time by the Board of Directors.

4.04 Cheques

All cheques issued by the corporation will be signed by the President and the Treasurer or the President and one other director.

Section 5 - Officers

5.01 Officers

The Board shall appoint from among the Directors a Chair and may appoint any other person to be president, treasurer and secretary at its first meeting following the annual meeting of the Corporation. The office of treasurer and secretary may be held by the same person and may be known as the secretary-treasurer. The office of Chair and president may also be held by the same person. The Board may appoint such other Officers and agents as it deems necessary, and who shall have such authority and shall perform such duties as the Board may prescribe from time to time.

5.02 Office Held at Board's Discretion

Any Officer shall cease to hold office upon resolution of the Board.

5.03 Duties

Officers shall be responsible for the duties assigned to them and they may delegate to others the performance of any or all of such duties.

5.04 Duties of the Chair

The Chair shall perform the duties described in sections 3.04 and 9.05 and such other duties as may be required by law or as the Board may determine from time to time.

5.05 Duties of the President

The president shall perform the duties described in Schedule A and such other duties as may be required by law or as the Board may determine from time to time.

5.06 Duties of the Treasurer

The treasurer shall perform the duties described in Schedule B and such other duties as may be required by law or as the Board may determine from time to time.

5.07 Duties of the Secretary

The secretary shall perform the duties described in Schedule C and such other duties as may be required by law or as the Board may determine from time to time.

Section 6 - Protection of Directors and Others

6.01 Protection of Directors and Officers

No Director, Officer or committee member of the Corporation is be liable for the acts, neglects or defaults of any other Director, Officer, committee member or employee of the Corporation or for joining in any receipt or for any loss, damage or expense happening to the Corporation through the insufficiency or deficiency of title to any property acquired by resolution of the Board or for or on behalf of the Corporation or for the insufficiency or deficiency of any security in or upon which any of the money of or belonging to the Corporation shall be placed out or invested or for any loss or damage arising from the bankruptcy, insolvency or tortious act of any person, firm or Corporation with whom or which any moneys, securities or effects shall be lodged or deposited or for any other loss, damage or misfortune whatever which may happen in the execution of the duties of his or her respective office or trust provided that they have:

1. complied with the *Act* and the Corporation's articles and By-laws; and
2. exercised their powers and discharged their duties in accordance with the *Act*

Section 7 - Conflict of Interest

7.01 Conflict of Interest

A Director who is in any way directly or indirectly interested in a contract or transaction, or proposed contract or transaction, with the Corporation shall make the disclosure required by the *Act*. Except as provided by the *Act*, no such Director shall attend any part of a meeting of Directors or vote on any resolution to approve any such contract or transaction.

Section 8 - Members

8.01 Members

Membership in the Corporation shall consist of the incorporators named in the articles and such other persons interested in furthering the Corporation's purposes and who have been accepted into membership in the Corporation by resolution of the Board.

8.02 Membership

1. Membership in the Corporation shall consist of all persons who are from time to time accepted as members in the manner hereinafter provided and whose membership has not been terminated by expulsion or withdrawal.
2. Membership shall consist of parents of competitive and recreational gymnasts and other interested parties who have been approved by the Board of Directors.
3. Membership commences upon payment of fees and expires at the end of that fiscal year.
4. Membership in the Corporation shall not be transferable and shall terminate with death.
5. Any member of the Corporation may, upon application to the Board of Directors, withdraw from membership in the Corporation.

8.03 Dues, Fees and Assessments

1. Membership fees payable shall be fixed by the Board of Directors.
2. Other dues and assessments of any type shall be fixed by the Board of Directors from time to time.
3. The requirements for payment of fees, dues or assessment shall be determined by Board of Directors.

8.04 *Disciplinary Act or Termination of Membership for Cause*

1. Upon 15 days' written notice to a Member, the Board may pass a resolution authorizing disciplinary action or the termination of membership for violating any provision of the articles or By-laws.
2. The notice shall set out the reasons for the disciplinary action or termination of membership. The Member receiving the notice shall be entitled to give the Board a written submission opposing the disciplinary action or termination not less than 5 days before the end of the 15-day period. The Board shall consider the written submission of the Member before making a final decision regarding disciplinary action or termination of membership.

Section 9 - Members' Meetings

9.01 Annual Meeting

The annual meeting shall be held on a day and at a place within Ontario fixed by the Board. **Any Member, upon request, shall be provided, not less than 21 days or other number of days prescribed in regulations before the annual meeting, with a copy of the approved financial statements, auditor's report or review engagement report and other financial information required by the By-laws or articles.**

The business transacted at the annual meeting shall include:

- a. receipt of the agenda;
- b. receipt of the minutes of the previous annual and subsequent special meetings;
- c. consideration of the financial statements;
- d. report of the auditor or person who has been appointed to conduct a review engagement;
- e. reappointment or new appointment of the auditor or a person to conduct a review engagement for the coming year;
- f. election of Directors; and
- g. such other or special business as may be set out in the notice of meeting.

No other item of business shall be included on the agenda for annual meeting unless a Member's proposal has been given to the secretary prior to the giving of notice of the annual meeting in accordance with the *Act*, so that such item of new business can be included in the notice of annual meeting.

9.02 Special Meetings

The Directors may call a special meeting of the Members. The Board shall convene a special meeting on written requisition of not less than one-tenth of the Members for any purpose connected with the affairs of the Corporation that does not fall within the exceptions listed in the *Act* or is otherwise inconsistent with the *Act*, within 21 days from the date of the deposit of the requisition.

9.03 Notice

Subject to the *Act*, not less than 10 and not more than 50 days written notice of any annual or special Members' meeting shall be given in the manner specified in the *Act* to each Member and to the auditor or person appointed to conduct a review engagement. Notice of any meeting where special business will be transacted must contain sufficient information to permit the Members to form a reasoned judgment on the decision to be taken. Notice of each meeting must remind the Member of the right to vote by proxy.

9.04 Quorum

A quorum for the transaction of business at a Members' meeting is a majority of the Members entitled to vote at the meeting, whether present in person or by proxy. If a quorum is present at the opening of a meeting of the Members, the Members present may proceed with the business of the meeting, even if a quorum is not present throughout the meeting.

9.05 Chair of the Meeting

The Chair shall be the chair of the Members' meeting; in the Chair's absence, the Members present at any Members' meeting shall choose another Director as chair and if no Director is present or if all of the Directors present decline to act as chair, the Members present shall choose one of their number to chair the meeting.

9.06 Voting of Members

Business arising at any Members' meeting shall be decided by a majority of votes unless otherwise required by the *Act* or the By-law provided that:

- a. each Member shall be entitled to one vote at any meeting;
- b. votes shall be taken by a show of hands among all Members present and the chair of the meeting, if a Member, shall have a vote;
- c. an abstention shall not be considered a vote cast;

- d. before or after a show of hands has been taken on any question, the chair of the meeting may require, or any Member may demand, a written ballot. A written ballot so required or demanded shall be taken in such manner as the chair of the meeting shall direct;
- e. if there is a tie vote, the chair of the meeting shall require a written ballot, and shall not have a second or casting vote. If there is a tie vote upon written ballot, the motion is lost; and
- f. whenever a vote by show of hands is taken on a question, unless a written ballot is required or demanded, a declaration by the chair of the meeting that a resolution has been carried or lost and an entry to that effect in the minutes shall be conclusive evidence of the fact without proof of the number or proportion of votes recorded in favour of or against the motion.

9.07 Adjournments

The Chair may, with the majority consent of any Members' meeting, adjourn the same from time to time and no notice of such adjournment need be given to the Members, unless the meeting is adjourned by one or more adjournments for an aggregate of 30 days or more. Any business may be brought before or dealt with at any adjourned meeting which might have been brought before or dealt with at the original meeting in accordance with the notice calling the same.

9.08 Persons Entitled to be Present

The only persons entitled to attend a Members' meeting are **the Members, the Directors, the auditors of the Corporation** (or the person who has been appointed to conduct a review engagement, if any) and others who are entitled or required under any provision of the *Act* or the articles to be present at the meeting. Any other person may be admitted only if invited by the Chair of the meeting or with the majority consent of the Members present at the meeting.

Section 10- Committees of the Board of Directors

10.1 General

The Board may, from time to time, and for such periods of time as it sees fit, establish and empower committees of any type to help carry out its duties. These committees may be standing, ad-hoc, special or others. There may be subsidiary committees by any name that would assist and advise committees or the Board of Directors directly. Committees shall have no powers, authority or discretionary decision-making ability, other than that which shall have been specifically stated and delegated by the Board of Directors in its sole discretion.

All committees of the Board of Directors shall be responsible, directly or indirectly, to the Board of Directors, and shall keep detailed records of their proceedings at meetings or otherwise. Such records and any actions as they may take shall be reported regularly or upon demand, in writing, to the Board of Directors.

All members of any committee, sub-committee or other such body shall have voting rights, in such manner as is established in each case, but in any case, no paid staff member (except for a director as allowed under section 2.2.4) of the Corporation may be a voting member of any committee of the Board of Directors. Staff members, however, may act as advisors, resources or liaisons.

10.2 Limitations

Committees may be composed of any persons who are members of the Corporation and their respective chairperson shall be ratified as such by the Board of Directors, and may be prescribed by the Board of Directors.

Any committee must have a quorum of its members present to conduct any business and a quorum is defined as a simple majority of its members. Except as may be prescribed otherwise by the Board of Directors, committees may operate in any fashion, as to procedure, time, place and frequency of meetings and do all things necessary, in ways seen fit, to accomplish the committee's objects or duties.

The chairperson of any committee shall have the power to appoint sub-committees and their chairpersons, and any working groups, task forces, research bodies, councils, etc. to help it achieve its objects, subject always to the approval of the Board of Directors. It is incumbent on committee chairpersons to advise and seek approval of the Board of Directors for any substantive changes in membership of the committee or any subcommittee (including all that have cost implications).

Any and all directors shall have the right to attend any committee or subcommittee meeting and upon attendance shall have speaking privileges but shall not have voting rights unless he/she is a bona fide member of said committee or subcommittee.

10.3 Ad Hoc Committees

There may be Ad Hoc Committees for such purposes as the Board may determine from time to time. The existence of each such Ad Hoc Committee shall be terminated automatically upon the earlier of:

- (a) the delivery of its report; or
- (b) the completion of its assigned task; or
- (c) a resolution of the Board of Directors to that effect.

Section 11 - Notices

11.01 Service

Any notice required to be sent to any Member or Director or to the auditor or person who has been appointed to conduct a review engagement shall be provided by telephone, **delivered personally**, or sent by prepaid mail, facsimile, email or other electronic means to any such Member or Director at their latest address as shown in the records of the Corporation and to the auditor or the person who has been appointed to conduct a review engagement at its business address, or if no address be given then to the last address of such Member or Director known to the secretary; provided always that notice may be waived or the time for the notice may be waived or abridged at any time with the consent in writing of the person entitled thereto.

11.02 Computation of Time

Where a given number of days' notice or notice extending over any period is required to be given, the day of service or posting of the notice shall not, unless it is otherwise provided, be counted in such number of days or other period.

11.03 Error or Omission in Giving Notice

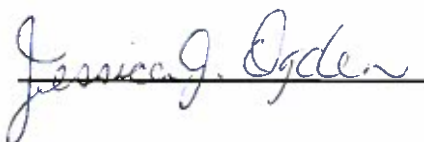
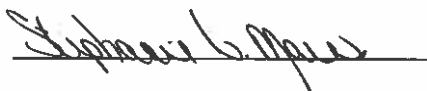
No error or accidental omission in giving notice of any Board meeting or any Members' meeting shall invalidate the meeting or make void any proceedings taken at the meeting.

Section 12 - Adoption and Amendment of By-laws

12.01 Amendments to By-laws

The Members may from time to time amend this by-law by a majority of the votes cast. The Board may from time to time in accordance with the *Act* pass or amend this by-law other than a provision respecting the transfer of a membership or to change the method of voting by members not in attendance at a meeting of members.

Enacted January 29, 2019



My daughter and numerous friends have been waiting for years for gymnastics to come here. When I told her it might come she said I'm quitting hockey sign me up now.

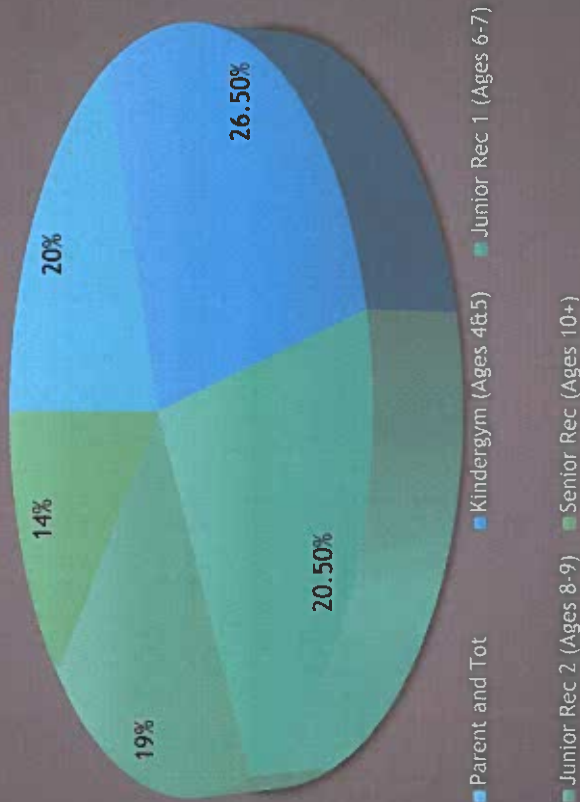
-Melissa Gurniak
(Fort Frances)



My daughters have all asked if they could join gymnastics. I was considering driving to Virginia, Minnesota 2 hours away.

- Emily Amerud (l. Falls, MN)

Results of Gymnastics Interest 307 Participants



More activities for kids who don't hunt, fish, play hockey. Provides new learning experiences; strength, dedication, physical health, listening, team wellness/experiences.

-Norma Reather (Fort Frances)

My daughter is only allowed to join one activity and gymnastics is the one thing she keeps asking for but of course none available

- Chantal Seguin
(Pleuroba)



Gymnastics is such an amazing sport! It uses so many muscles of the body, and obviously improves flexibility and strength. I 100% would enroll my daughter.

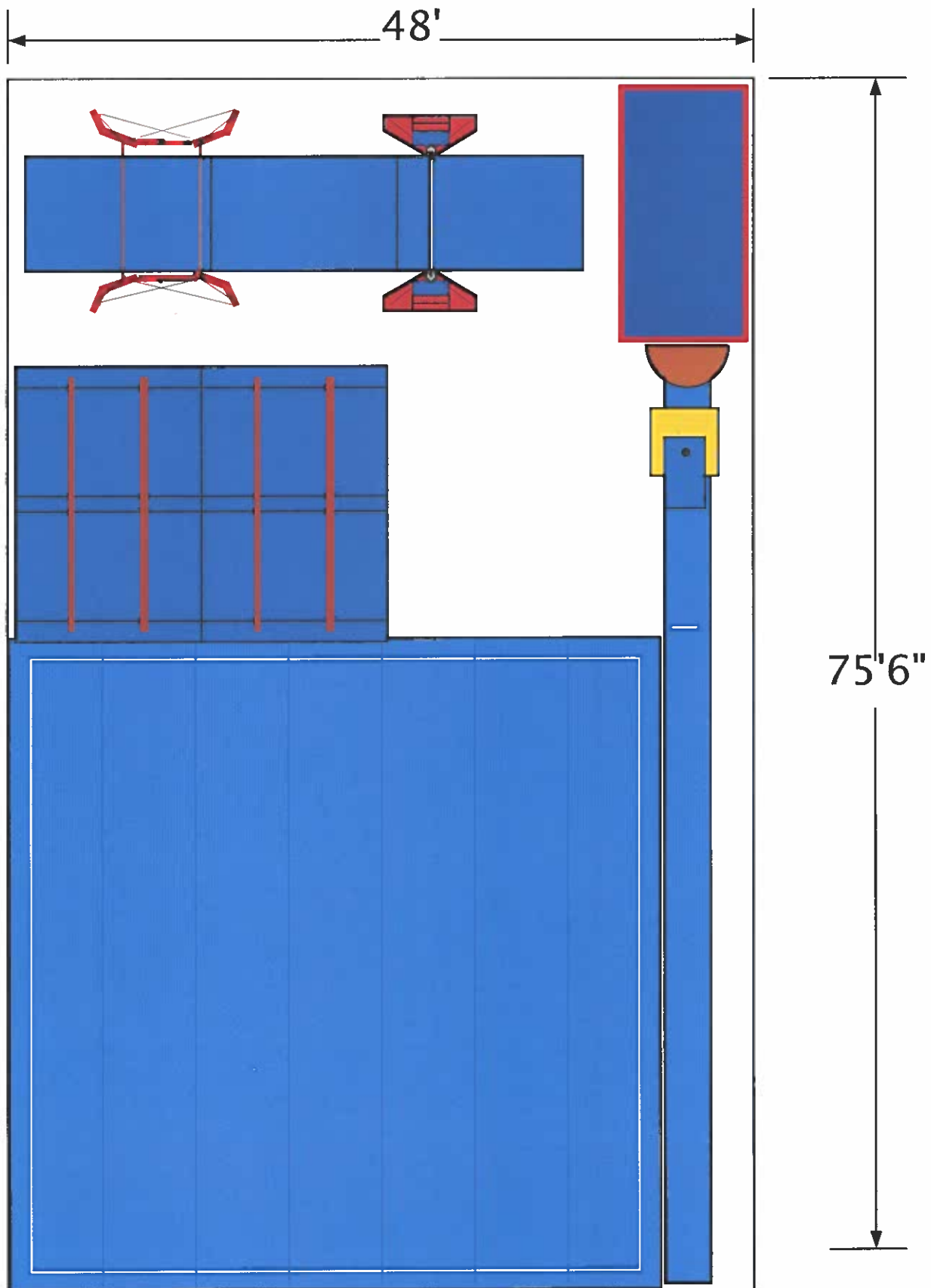
Tammy Weyrauch
(l. Falls)

PROPOSED GYMNASTICS SCHEDULE
 RAINY LAKE GYMNASTICS ACADEMY
 SEPTEMBER TO APRIL



	SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
PARENT & TOT	10:30-11:00am						
2-3 years							
KINDERGYM							
4-5 years							9:00-10:00am
RECREATIONAL	11:00-12:00	4:30-5:30					
5 & 6 years							10:00-11:00am
JUNIOR REC 1		5:30-6:30	4:30-5:30pm				11:00-12:00pm
7 & 8 years							
JUNIOR REC 2	12:00-1:30		5:30-7:00				12:00-1:30pm
9-11 years							
SENIOR REC	1:00-3:00pm		5:30-7:30pm				2:00-4:00pm
12 +							
CONDITIONING	10:00-11:00am				7:30-8:30		
Sept-Dec							
Jan-Apr							

Please note: this is a SAMPLE and for proposal purposes only.





REPORT

TO: Community Services Executive Committee

FROM: Jason Kabel, Community Services Division Manager

DATE: February 15, 2019

RE: **Facility Rental Policy Review**

Preamble

The Community Services Division is seeking to update all of its policies with the new Community Services Executive Committee to remove redundancies and ensure completeness.

To this end, attached is the current Facility Rental Policy along with a draft version of a proposed updated policy for review.

Recommendation

Examine the proposed Facility Rental Policy to determine if revision is necessary prior to recommending the new policy to Mayor Caul & Council.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "J. Kabel", is written over the printed name "Jason Kabel".

Jason Kabel

<i>The Town of Fort Frances</i>	SECTION COMMUNITY SERVICES
<u>FACILITY RENTAL</u> <u>POLICY</u>	REVISED June 2004
Resolution No.	Supercedes Resolution No.
Policy Number 2.5	PAGE 1 of 4

1. GENERAL STATEMENT

The Town of Fort Frances has developed several community based recreational facilities that provide positive leisure time opportunities and increase the quality of life for the community and its citizens. It is necessary that these facilities are made available to the community in a fair and equitable manner and that they are used to their maximum.

2. PURPOSE

This policy will provide a framework for management to ensure the maximum use of the community facilities identified, and ensures that the facilities are made available to the public in a fair and equitable manner.

3. PROCEDURE

A. Facilities

This policy will cover the rental of the following facilities unless otherwise stated in an agreement or separate procedure manual:

- i. Memorial Sports Centre Ice Surfaces, Auditorium, Meeting Rooms, and Swimming Pool
- ii. East End Hall
- iii. Townshend Theatre
- iv. St. Francis Sports Fields
- v. Vanjura Park

B. General

- i. All bookings are completed at the Memorial Sports Centre, 740 Scott Street, (807) 274-4561.
- ii. All bookings must be in writing on the appropriate application form (schedule A), and are subject to confirmation, which must be signed by both parties.
- iii. Rental rates are subject to change and are approved by Council annually as part of the budget process. Rates will be implemented in order to cover the program season so user groups are able to budget accordingly.
- iv. Priority will given on the following basis:
 - a) Town of Fort Frances programs and services

- b) Youth, not for profit organizations
 - c) Other, not for profit organizations
 - d) For profit organizations
 - e) Other interested parties
- v. Payments are required in advance unless credit arrangements have been made with the Manager of Community Services.
- vi. Where appropriate a damage deposit may be required
- vii. All municipal facilities are smoke free and alcohol free unless the necessary license has been approved. The municipal smoking by law and the municipal alcohol policy will be strictly enforced.
- viii. It is the responsibility of the renter to be aware of and notify users of all rental procedures and requirements.
- ix. Special arrangements can be made for large users and special events by contacting the Manager of Community Services.
- x. It is the responsibility of the Manager of Community Services to resolve all conflicts or disagreements. If a compromise cannot be reached his/her decision is final.
- xi. Any change in By-laws or town policy that effect these facilities will be applied upon passing of the by-law or scheduled implementation date, written notice will be provided to the users.

C. Ice Facilities

- i. All previous user groups will be required to submit the upcoming season's ice time requirements by August 1st. Confirmation notices will be returned by September 15th.
- ii. Every effort to resolve conflicting ice time requests will be attempted through mutual compromise. In order to facilitate conflicting ice time requirements, the following priorities will be adhered to:
 - a) Provincial and National Championships
 - b) League Hockey Schedules, Playoffs and Figure Skating Ice Shows
 - c) Hockey Tournaments, Figure Skating Competitions and Test Days
 - d) Group practices, programs, and exhibition games.
- iii. Hockey games and other competitions will be limited to Tuesdays, Fridays, Saturdays and Sundays in order that user groups can have program time without interruption. The only exception to this will be provincial and national championships.
- iv. Cancellations and changes require 14 days notice and must have mutual consent, or renter is responsible for payment.
- v. All rentals are based on a 50-minute hour so as to allow for resurfacing.
- vi. The ice surface must be vacated during the resurfacing and kept clear until the resurfacing unit is completely off the ice surface. No additional time will be allocated if the user does not comply and there are delays in resurfacing.
- vii. Users must vacate dressing rooms within 30 minutes of the ice rental.
- viii. There is absolutely no smoking or alcohol permitted in the dressing rooms.

D. Auditorium and East End Hall

- i. A \$50.00 deposit is required for all hall rentals except for multi time renters that have arranged credit.
- ii. Where required, keys will be issued and the renter is responsible for securing the facility and supervising the event
- iii. Copies of the Smoking bylaw and Municipal Alcohol policy will be included in the rental contract.
- iv. All pop, mix and ice must be purchased from the Town (East End Hall excluded).
- v. Any damage and extra clean up due to abuse will be charged back to the renter. Under no circumstances will the equipment be removed from the building without approval from the staff.
- vi. If available, one day prior to the event may be booked for decorating for weddings and socials.
- vii. Renters of the East End Hall are responsible for the following clean up procedures:
 - a) Sweep and mop floor
 - b) Wash and put away dishes
 - c) Empty all garbage in bins (kitchen, bar and bathrooms)
 - d) Return tables and chairs to stage
 - e) Shut off lights
 - f) Renter must supply cleaning supplies, tea towels and dish cloths

D. Swimming Pool

- i. All renters must abide by the Ontario Health Regulations for Type A commercial pools. It is the responsibility of the Aquatic Director to ensure this.
- ii. All rentals are based on a 55-minute hour to allow for change over.
- iii. Previous user groups are required to submit season pool requests by June 1st.

F. St. Francis Sports Fields and Vanjura Park

- i. Under no circumstances will the consumption of alcohol be allowed at these facilities due to the existing agreement on use and access to the facilities.



TOWN OF FORT FRANCES FACILITY USE APPLICATION FORM

Facility Request (please check Left hand box)

52 Canadians	Kitchen	North Ball Diamond
Ice For Kids	Conference Room	Central Ball Diamond
Auditorium	Swimming Pool	South Ball Diamond
IFK Lobby	East End Hall	Vanjura Ball Diamond
52 Meeting Room	North Soccer Field	South Soccer Field

Name of Organization	
Contact Person	Contact Person
Address	Address
Business Phone	Business Phone
Expected Number of Participants	Liquor Licence (Yes or No)

Date	Time	Type of Function

All requests are subject to confirmation. Please complete and return to the attention of: Memorial Sports Centre, 740 Scott Street, Fort Frances, ON P9A 1K1 or fax to 807-274-3799. For additional information, please contact 274-4561.

Amount Paid:	Cash	Cheque	Visa	Master Card	Invoiced
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Facility Renter Signature	Date	MSC Signature	Date
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THE TOWN OF FORT FRANCES

Section: Community Services

Policy: Facility Rental

Creation Date: June 2004

Revised Date: February 2019

Resolution Number:

Supersedes Resolution Number: 1114 (consent) 10/13

Policy Number: 2.5

1. GENERAL STATEMENT

The Town of Fort Frances has developed several community based recreational facilities that provide positive leisure time opportunities and increase the quality of life for the community and its citizens. It is necessary that these facilities are made available to the community in a fair and equitable manner and that they are used to their maximum.

2. PURPOSE

This policy will provide a framework for management to ensure the maximum use of the community facilities identified, and ensures that the facilities are made available to the public in a fair and equitable manner.

3. PROCEDURE

A. Facilities

This policy will cover the rental of the following facilities unless otherwise stated in an agreement or separate procedure manual:

- i. Memorial Sports Centre Ice Surfaces, Auditorium, Meeting Rooms, and Swimming Pool
- ii. East End Hall
- iii. Townshend Theatre
- iv. St. Francis Sports Fields & Vanjura Park
- v. Sunny Cove Camp
- vi. Rainy Lake Market Square

B. General

- i. All bookings are completed at the Memorial Sports Centre, 740 Scott Street, (807) 274-4561.
- ii. All bookings are not considered confirmed without a signed permit.
- iii. Rental rates are subject to change and are approved by Council annually as part of the budget process. Rates will be implemented in order to cover the program season so user groups are able to budget accordingly.
- iv. Priority will given on the following basis:
 - a) Town of Fort Frances programs and services

- b) Youth, not for profit organizations
 - c) Other, not for profit organizations
 - d) For profit organizations
 - e) Other interested parties
- v. Payments are required in advance unless credit arrangements have been made with the Manager of Community Services.
 - vi. Where appropriate a damage deposit may be required.
 - vii. All municipal facilities are smoke free and alcohol free unless the necessary license has been approved. The municipal smoking by law and the municipal alcohol policy will be strictly enforced.
 - viii. It is the responsibility of the renter to be aware of and notify users of all rental procedures and requirements.
 - ix. Special arrangements can be made for large users and special events by contacting the Manager of Community Services.
 - x. It is the responsibility of the Manager of Community Services to resolve all conflicts or disagreements. If a compromise cannot be reached his/her decision is final.
 - xi. Any change in by-laws or town policy that effect these facilities will be applied upon passing of the by-law or scheduled implementation date, written notice will be provided to the users by email or letter.

C. Ice Facilities

- i. All previous user groups will be required to submit the upcoming season's ice time requirements by July 15th. Confirmation notices will be returned by September 15th.
- ii. Every effort to resolve conflicting ice time requests will be attempted through mutual compromise. In order to facilitate conflicting ice time requirements, the following priorities will be adhered to:
 - a) Provincial and National Championships
 - b) Playoffs, Tournaments, Figure Skating Ice Shows, Special Events
 - c) League Schedules, Figure Skating Competitions, Test Days
 - d) Group practices, programs, and exhibition games
- iii. Hockey games and other competitions will be limited to Tuesdays, Thursdays, Fridays, Saturdays and Sundays in order that user groups can have program time without interruption. The only exception to this will be provincial and national championships.
- iv. Cancellations and changes require 14 days notice and must have mutual consent, or renter is responsible for payment.
- v. All rentals are based on a 50-minute hour so as to allow for resurfacing.
- vi. The ice surface must be vacated during the resurfacing and kept clear until the resurfacing unit is completely off the ice surface. No additional time will be allocated if the user does not comply and there are delays in resurfacing.
- vii. Users must vacate dressing rooms within 30 minutes of the ice rental.
- viii. There is absolutely no smoking or alcohol permitted in the dressing rooms.

D. Auditorium and East End Hall

- i. Payments are required in advance for all hall rentals except for multi time renters that have arranged credit.
- ii. Where required, keys will be issued and the renter is responsible for securing the facility and supervising the event
- iii. The smoking bylaw, municipal alcohol policy, rental agreement terms & conditions, and waivers must be read and signed off on the rental permit.
- iv. Ice must be purchased from the Town for auditorium rentals.
- v. Any damage and extra clean up due to abuse will be charged back to the renter. Under no circumstances is Town property to be removed from a facility without approval from the staff.
- vi. If available, one day prior to an event, a facility may be accessed for decorating.
- vii. Renters of the East End Hall are responsible for the following clean up procedures:
 - a) Sweep and mop floor
 - b) Wash and put away dishes
 - c) Empty all garbage in bins (kitchen & bathrooms)
 - d) Stack tables and chairs on stage
 - e) Shut off lights
 - f) Renter must supply cleaning supplies, tea towels and dish cloths

E. Swimming Pool

- i. All renters must abide by the Ontario Health Regulations for Type A commercial pools. It is the responsibility of the Program Director to ensure this.
- ii. All swim teams must arrange for their own certified lifeguards and backup first-aider. Lifeguard & first-aider awards must be presented to the Program Director at least 1 week prior to rental.
- iii. All rentals are based on a 55-minute hour to allow for change over.
- iv. Previous user groups are required to submit season pool requests by June 1st.

F. St. Francis Sports Fields and Vanjura Park

- i. Under no circumstances will the consumption of alcohol be allowed at these facilities.

G. Townshend Theatre

- i. Please see the Townshend Theatre manual (available on the Theatre page of the Town's website fortfrances.ca).

H. Rainy Lake Market Square

- i. The rental of the Market Square is under review for the first two years to determine best practice (2018-2020).

Permit Contract

Memorial Sports Centre - Fort Frances

740 Scott Street
 Fort Frances, ON P9A 1H8
 Phone: (807) 274-4561
 FAX: (807) 274-3799
 Email: sports@fort-frances.com

Permit #2041, Approved

Dec 6, 2018 3:51 PM



FORTFRANCES
 BOUNDLESS

Customer Type: General Public

Prepared By: Melissa Belluz

Customer ID:
 Home: (807)

Charges Taxes Discounts Total Charges Deposits Deposit Taxes Total Payments Refunds Balance

▼ RESERVATIONS

Event		Resource	Center	Notes
Type: Wedding/Social Attend/Qty: 299		Auditorium	Memorial Sports Centre 740 Scott St Fort Frances, ON P9A 1H8 (807) 274-4561	--
Days Requested		Event Begins	Duration	Event Ends
Day	Date			Date
Saturday	Feb 16, 2019	8:00 AM	17 hours	Feb 17, 2019
		Summary		Notes
Total Number of Dates: 1				--
Total Time: 17 hours				

▼ CHARGES

Description	Event / Resource	Unit Fee	Units	Tax Charge
HST:				

▼ Payments and Refunds

Receipt #	Date	Charge Description	Resource Event	Payment
2019				

▼ CUSTOM QUESTIONS

Question	Answer
Do you need special setup?	rounds social
Do you plan on serving alcohol at your event?	

▼ WAIVERS

Facilities Waiver

Due Date: Feb 16, 2019

General Waiver When Renting All Facilities

I understand that I am responsible for my group and/or parties actions and conduct during my reservation. My current and future reservation requests may be cancelled if the following should occur: Fighting; Unseemly conduct: Health Violations (spitting, smoking, etc.) abuse of staff or property. Full payment is required at the time of the booking. I must provide at least two weeks notice of cancellation of my booking. If cancelled prior to two weeks I will receive a refund minus 10% of total. After the two week deadline a refund will NOT be issued. Regular contract users will not be subject to the 10% surcharge. Contract changes/cancellations will only be accepted from the individual originally booking the facility(s). My group will assume responsibility for providing adequate supervision, facility cleanliness and general order while using the facility. Damage and/or destruction of the above named properties will result in repair and/or replacement fees billed directly to me. In all circumstances, the Town of Fort Frances retains full authority for final approval and denial of facility reservation request.

Signature: _____

TOFF Alcohol Policy

Due Date: Feb 16, 2019

I have read and agree to abide by the terms and conditions of the Town of Fort Frances Alcohol Policy.

TOFF Alcohol Policy

Signature: _____

TOFF Smoking Policy

Due Date: Feb 16, 2019

I have read and agree to abide by the terms and conditions of the Town of Fort Frances Smoking Policy.

TOFF Smoking Policy

Signature: _____

TOFF Facility Rental Policy

Due Date: Feb 16, 2019

I have read and agree to abide by the terms and conditions of the Town of Fort Frances Facility Rental Policy.

TOFF Facility Rental Policy

Signature: _____

Auditorium Checklist

Due Date: Feb 16, 2019

Rental Agreement Terms and Condition:

- 1) I have been provided with the Town of Fort Frances Smoking Policy. Alcohol Policy. Facility Rental Policy.
- 2) I understand and agree that in the case of a cancellation, two weeks notice is required at which time a refund request will be submitted minus a 10% administration fee.
- 3) I agree to be responsible for any wilful damage to the premise and report any damage to the Memorial Sports Centre staff immediately at (807) 274-4561.
- 4) I agree to leave the facility clean and in good condition.
- 5) I agree to indemnify and save harmless the Town of Fort Frances, its officers, servants, and agents from and against all claims, demands, costs, actions, causes, of action, expenses whatsoever which may be taken or made against them by or any of them for any loss, damage, or injury, including deaths, of any nature or kind whatsoever arising out of or in consequence of any act, neglect, or omission of the Municipality, her servants or agents in relation to the operation of Auditorium
- 6) I understand that I need Third Party Alcohol Liability Insurance; this program provides protection when lawsuits are brought against individuals, organizations or companies who host single/multi-day functions with alcohol service. A valid liquor permit or license must be in place for service of alcohol. The policy would be in the name of the individual or organization that has rented the facility, and has taken out the liquor permit.
- 7) I understand and agree to provide copies of Smart Serve Cards, Liquor License, and Third Party Liability Insurance to Melissa at least one week prior to my event. I understand that I will not be given keys until this is done.
- 8) I have provided Melissa with the room set up request.
- 9) I understand that Ice is provided but I must supply my own Pepsi products for my event.

I/We have read and agree to adhere to the terms and conditions of this agreement and its entire links with the Town of Fort Frances for the use of Auditorium.

Name

Date

Town of Fort Frances Alcohol Policy:

APPENDIX ?B? - AGREEMENT FORM FOR SPECIAL OCCASION PERMIT HOLDER

1. I have received and reviewed a copy of the Town of Fort Frances Alcohol Policy for Special Occasion Permit Holders.
2. I understand that I must adhere to the conditions of the Alcohol Policy and the Liquor Licence Act of Ontario.
3. I understand that if I or other individuals at the event fail to adhere to the Alcohol Policy, the Fort Frances staff will take the appropriate action. This action may include eviction, revoking of the Special Occasion Permit and the notification of local authorities.
4. I understand I can be held liable for injuries and damages arising from failure to adhere to the Liquor Licence Act of Ontario.

Name

Date

Fee Change

Waiver for:

Due Date: Feb 16, 2019

User fees typically increase annually as authorized by Council. If the date of the user fee increase takes place between the time you book your event and the date the event is held your rental will be subject to the

amount of the increase [Schedule of fee rate for applicable event date]. Your down payment at the time of booking is considered a deposit for the event date.

Signature: _____