



POLICY ON USE OF CITY HALL FACILITIES
--

Policy Number	P2023-07
Classification	ADM
Effective Date	2023-11-20
Approval Authority	COUNCIL
Supersedes	1997-02
Mandated Review	2028

1. PURPOSE

The purpose of this policy is to provide guidance for requests for use of City Hall facilities. The process begins with the receipt of a facility request and ends with the decision to approve or deny its use.

2. SCOPE

This policy applies to all bookable City Hall facilities with the exception of Council Chambers.

3. DEFINITIONS

- (1) **ACTIVE SOLICITATION** means the act of directly approaching people for the purposes of sharing information, recruitment or sales.
- (2) **USER GROUP** means the group or organization requesting to use space at City Hall, as identified on the City Hall Booking Form.

4. POLICY STATEMENT

The City of Bathurst seeks to make effective use of facilities at City Hall and recognizes the importance of providing its facilities to community groups and individuals due to the value it offers in being a part of that community. The City will, where possible and within reason, provide facilities space for various groups or individuals, provided the space is not being used for commercial, political or religious events.

1. Use of City Hall Building

- a) The meeting rooms and other spaces inside City Hall shall be used primarily by Bathurst City Council, City of Bathurst staff and the general public to carry out day-to-day civic business.
- b) When not being used by City staff and/or Bathurst City Council, the following rooms and spaces may be booked for a one-time event by not-for-profit organizations, or groups by filling out the attached form.

2. Council Chambers

- a) It is the policy of the City of Bathurst that the Council Chambers at City Hall be used exclusively for meetings of Council and/or functions related to the administration of municipal services.

3. Pavilion Boardroom

- a) The Pavilion Boardroom will be available on a first come first served basis at no charge for non-profit organizations. It cannot be used for commercial, political or religious events. Organizations cannot charge for attending any of their sessions nor can any item be sold during the event. The room will be available during the City's working hours.
- b) The user group agrees to follow all of the terms and conditions as outlined in this policy.
- c) The City is not responsible to provide any equipment which may be needed by a presenter. Internet access is available via the public library.
- d) The City is not responsible for any lost or stolen items.

4. 2003 Canada Games Boardroom

- a) If not in use by the City, this room will be available at no charge during working hours under the same terms and conditions as the Pavilion Boardroom.

5. Pavilion Gymnasium

- a) The gymnasium is available for lease, on a first come first serve basis. A disclaimer provided by the City of Bathurst must be signed by the users. (A copy of the disclaimer is attached hereto).
- b) The Lessee agrees to follow all of the terms and conditions as outlined in the Disclaimer.
- c) The fee for the rental of the gymnasium is outlined under section "City Hall Facilities" in the Tariff of Fees Policy No. 2003-02.

6. Availability

- a) All public booking of City Hall building space is subject to availability at the time of the booking. Furthermore, if Bathurst City Council or a member of the City's Senior Management Group deem it necessary to use the space in question, the booking shall be cancelled and the user group informed as soon as possible. This is necessary to ensure the ongoing operation of City Hall. User groups are informed of this provision on the form to request a reservation.

7. Allowed Activities

- a) Within the City Hall building, the following activities are prohibited:
 - i. Public rallies involving people protesting, promoting or supporting an issue;
 - ii. Collection of names on a petition, recruitment or membership drives; and
 - iii. Registered or unregistered political party events or displays.
 - iv. Active solicitation.

- b) City Hall is a non-partisan venue year-round. Council Members, members of the Legislative Assembly and Members of Parliament are welcome to attend events at City Hall to fulfill their roles and responsibilities as elected officials during an election campaign, but shall refrain from any campaigning.

8. Conditions of Use

- a) The following conditions of use shall apply to the use of City Hall spaces:
 - i. Activity that interferes with or disrupts normal legislative, business or booked activity at City Hall shall not be permitted.
 - ii. Events will be managed to respect the ongoing operation of City Hall. Noise levels will be kept to a minimum. Any complaints regarding noise shall be directed to the staff liaison associated with the booking.

5. RELATED POLICIES

- Tariff of Fees Policy No. 2003-02.

6. RELATED DOCUMENTS

- Disclaimer – Pavilion Gymnasium (Schedule A).
- Form for Reserving Boardrooms at City Hall (Schedule B).

7. REPEALED

1997-02 AVAILABILITY OF CITY HALL FACILITIES POLICY is repealed and replaced with the proposed new policy.

8. REVISION HISTORY

Date (mm/dd/yyyy)	Description of Change	Sections	Person who Entered Revision (Position Title)	Person who Authorized Revision (Position Title)

SCHEDULE A

DISCLAIMER PAVILION GYMNASIUM
GENERAL TERMS AND CONDITIONS
PLEASE READ CAREFULLY, SOME OF THE FOLLOWING CLAUSES CONCERN YOUR PERSONAL RESPONSIBILITY AND LIABILITY FOR THE USE OF THE PAVILION GYMNASIUM
a) This contract shall be paid through the terms laid out by the facility owner.
b) Management reserves the right to cancel the use of the facility upon advance notice to the Lessee due to events or other unexpected eventualities. Time lost may be rescheduled to an alternative date/time, within a 30-day period, upon mutual agreement between the parties involved. If a rescheduled time is not available, the time lost shall be credited.
c) Management may terminate this agreement immediately where the Lessee is in breach of any of the terms and conditions of this Agreement.
d) The Pavilion gymnasium will not close for snowstorms. If, due to extreme conditions, i.e. Lessee is unable to access the gymnasium at the accountability of the Landlord, then the customer will be reimbursed or an alternate mutually agreed upon date/time will be scheduled within thirty (30) days.
e) The Lessee agrees that if Management shall be prevented, delayed or restricted in whole or in part in fulfilling any of its obligations under this Agreement by reason of strikes or work stoppages, failure of any service, facilities or utility whether or not under the Management's control or by reason of any statute, law or regulations, or any cause beyond the City's reasonable ability to control, the City shall not be responsible or liable for any loss or damage sustained to the Lessee as a result.
f) The Lessee hereby releases the City of Bathurst, their successors and assigns, of and from any and all liability of any kind for any foreseen or unforeseen bodily and personal injuries, or damage to personal property, and the consequences thereof arising directly or indirectly out of or occurring during the Lessee's rental of occupation of the City of Bathurst or any part thereof and the Lessee agrees to and does hereby indemnify, hold and save harmless, the Staff and the City of Bathurst against any claim for bodily and personal injuries or damage to property and the consequences thereof by or through persons who were in attendance at the Pavilion gymnasium under the auspices of, sponsorship of, or as a member, guest, or customer of, or otherwise in connection with the Lessee.
g) The City is not responsible for any loss or damage to any equipment or personal property owned or used by the Lessee or any other person(s) present in the Facility by reason of the activities contemplated by this Agreement. The Lessee agrees to indemnify the city for any such loss or damage.
h) The Lessee agrees not to charge admission for any activity without receiving the prior written consent of the Facility Manager.

SCHEDULE A

i) When the facility is rented for a purpose other than for its primary intended use of sports and if food and/or beverages are served, the user shall ensure the field of play is properly covered so as to ensure absolute cleanliness and no damage.
j) The Pavilion gymnasium is a non-smoking facility – as required by the City of Bathurst Smoking By-Law. Anyone caught smoking in the facility may be charged and fined and will be evicted.
k) The Lessee will be responsible, if necessary, for setting up, removing and properly storing the equipment required for use during their rental within their rental time period for example: badminton poles and nets. All users and patrons must vacate the facility within one-half (1/2) hour of the end of their scheduled rental.
l) The Lessee will be responsible to complete the pre and post inspection of the facility with each use.
m) The Lessee is responsible for ensuring that the Facility and any other areas used by the Lessee’s participants are left in a clean and orderly condition.
n) The Lessee is responsible for immediately reporting any damage, vandalism, or any other incident deemed urgent and worthy of the Management’s attention.
o) I, the undersigned, have read, understood and agree to the above conditions and terms as listed in this contract.

Signature _____ Date _____

Name _____
(Please print)

Address _____

Telephone _____

SCHEDULE B



Form for Reserving Boardrooms at City Hall *Formulaire pour réserver les salles de conférences à l'hôtel de ville*

The boardrooms are available to book for one-time activities
Les salles de conférences peuvent être louées pour un événement ponctuel

EVENT INFORMATION

RENSEIGNEMENTS SUR L'ÉVÈNEMENT

Name of Event / *Nom de l'évènement* _____

Name of Group or Organization
Nom du groupe ou de l'organisme _____

Event description
Description de l'évènement

Date _____ Start Time
Heure de début _____ End Time
Heure de fin _____

EVENT DETAILS

DÉTAILS DE L'ÉVÈNEMENT

Type of Event Cultural / *Culturel* Not-for-profit / *Sans but lucratif*
Type d'évènement Other / *Autre* _____

How many people are expected?
Combien de personnes sont attendues? _____

CONTACT INFORMATION

COORDONNÉES

Name / *Nom* _____
Address / *Adresse* _____
City / *Ville* _____ Postal Code / *Code Postal* _____
Phone / *Téléphone* _____ Email / *Courriel* _____

SECONDARY CONTACT

COORDONNÉES SECONDAIRES

Name / *Nom* _____
Phone / *Téléphone* _____
Email / *Courriel* _____

I have read, understand, and agree to the conditions and terms as outlined in Policy 2023-07 relating to use of City Hall Facilities.

J'ai lu, compris et j'accepte les conditions énoncées dans la politique 2023-07 concernant l'utilisation des installations de l'hôtel de ville.

I also understand that the booking may be cancelled if it is deemed necessary by Bathurst City Council or a member of the City's Senior Management Team.

Je comprends également que la réservation peut être annulée si elle est jugée nécessaire par le conseil municipal de Bathurst ou un membre de l'équipe de la haute direction de la Ville.

Signature

Date