



GENERAL GUIDELINES FOR RENTING SPACE AT THE BCC

The Buckhorn Community Centre (BCC) provides an equitable, consistent, and transparent framework for making space and/or equipment available to the general public while minimizing risk, through the BCC Agreements for the Use of Space and the Use of Exterior Grounds.

Procedure

The General Manager (GM) is responsible for space bookings at the BCC.

The GM will:

1. Meet with prospective Users to understand their needs and provide an Application for the Use of Space to be completed by the User by phone or in person.
2. Ensure that all collected information will be held per BCC Privacy, Confidentiality, and Records of Consent Policy.
3. Prepare a Quote promptly, i.e., max. five (5) days, and discuss it with the User. Once the User agrees with the Quote, an Agreement for the Use of Space will be finalized by the GM, and signed by the GM and User. This will be a contract between the BCC and User.

The User will:

1. Comply with all policies of the BCC specifically relating to risk, safety, and security protocols.
2. Complete the Application for the Use of Space as required.
3. Ensure whoever signs the Agreement for the Use of Space is on-site for the event or activity at the BCC or assigns a designate who will take responsibility for the event. This person must be identified with the GM before the event.
4. Abide by the law regarding fire regulations, health & safety, Accessibility for Ontarians with Disabilities Act accommodations, and human rights.
5. Cooperate with BCC staff and respect the neighbours and neighbourhood around the BCC paying particular attention to noise levels, road safety with people and cars, and strobe-like lights that may affect neighbours.
6. Report any damage or deficiencies to the GM. 1

7. Provide a Damage Deposit at the time of booking or signing the Rental Contract. The balance of payment for the use of space is on the day of the event or as pre-arranged with the GM before the event.
8. Leave the space in the condition it was found unless noted in their Use of Space Agreement.
9. Remove all personal belongings from the BCC after the event or activity.
10. Ensure any promotion or advertising for the event or activity is approved for publication by the GM. This includes social and print media.

GENERAL GUIDELINES:

Users should:

- Be mindful of waste; use reusable packaging where possible. The BCC is mindful of our natural environment and has adopted the practice of *Reduce, Reuse, and Recycle*.
- Provide tap water to participants versus bottled water.
- Request assistance from BCC staff or designate when an adjustment to the temperature is required in a space.
- Turn off any electrical equipment when not in use, including lights, kitchen appliances, and the projector.

Available Space and Equipment:

- Bookable space, amenities and fees are listed in Application for the Use of Space
- Fees are dependent on the User Group.
- Space bookings only include access to the space booked, washrooms as included, and access to common areas.
- Exclusive use of the entire BCC may be negotiated at the discretion of the GM.
- The BCC has limited space for storage of users' equipment and materials and is provided at the discretion of the GM.
- The BCC has limited sporting equipment available.

Set-Up & Takedown & Storage:

- Users holding a single event may store equipment, materials, and supplies, including perishable food items, up to twenty-four (24) hours before the event's start. Clean-up must occur up to twenty-four (24) hours following the event's conclusion or not later than 2 p.m. the day following the event or as pre-arranged with the GM before the event.
- The ability of the BCC to accommodate either long- or short-term storage requests is dependent upon the availability of space. The BCC reserves the right to refuse requests to store items if space is unavailable.
- All equipment, materials, or supplies stored at the BCC, whether long- or short-term, must be clearly labelled with the User's name and phone number.
- While the BCC will make all reasonable efforts to secure items left in storage, the BCC accepts no responsibility for the loss, theft, or damage to any User's equipment, materials, or supplies stored at the BCC.

Applying to Use Space:

- The BCC is available for single or repeat events.
- Space is available on a first-come, first-served basis to all Users with the following exception: BCC official programming and events take priority over all other Users for access to BCC space.
- Prospective Users must complete the Application for the Use of Space
- Users at the BCC generate varying levels of liability risk. While all groups should consider the purchase of liability insurance, activities that generate minimal liability exposure are exempted from a liability insurance requirement.
- Where insurance is required, before using the BCC, Users are required to produce evidence of a \$2 million liability insurance policy where the organization is named insured and the BCC is an additional insured.

Use of Space Agreement:

- All Users are required to sign an Agreement for the Use of Space which will detail specific times needed for set-up and take-down.
- The person who signs the Agreement for the Use of Space is responsible for ensuring all policies and procedures are followed by organizers and participants of the event and must have full signing authority to do so. 3

Smoking, Vaping, or Cannabis Use:

By Order from Peterborough Public Health and in compliance with the Smoke-Free Ontario Act, of 2017, the BCC shall:

<https://www.ontario.ca/page/where-you-cant-smoke-or-vape-ontario>

- Permit no person to use or consume tobacco or any related products, vape of any kind, or use or consume cannabis of any kind on BCC property other than in the designated area which is located away from the roadway, building, and public gathering areas.
- Prohibit cannabis on all BCC property except for physician-authorized medical use. Persons who engage in any medical cannabis use must do so with discretion, recognizing the effect cannabis has on others around them.
- Allow Bylaw Officers from Peterborough Public Health will make random stops at the BCC to check for compliance with this smoking and vaping policy. Offenders may be fined.
- Instruct employees to indicate where the designated smoking or vaping area is upon request.
- Instruct employees or volunteers not to act as an enforcer of this policy.

Definitions:

“smoking” means smoking (inhaling and exhaling) or holding lighted tobacco or cannabis (medical or recreational).

“vaping” means inhaling or exhaling vapour from an electronic cigarette (e-cigarette) or holding an activated e-cigarette, whether or not the vapour contains nicotine.

Events Where Alcohol is Served:

- Refer to the BCC Alcohol, Smart Serve, and Liquor License Policy.
- The BCC has its permanent liquor license. All events must use BCC SMART Serve Bartenders.
- The BCC will ensure anyone who serves alcohol at the event has received and completed the required SMART SERVE Training.
- User Groups will pay the BCC for the bartenders required for their event through the rental fees charged. The BCC will then reimburse the bartenders following the event. User Groups do not pay bartenders directly.

- The event will be monitored to ensure participant safety.

NOTE: Homemade Wine

- Permitted for religious events only, i.e., a wedding
- Need to acquire a special occasion permit
- The BCC bar must remain closed until all of the homemade wine is off the tables and put away
- BCC will provide SMART Serve trained bartenders to serve the homemade wine
- Corkage on every bottle of homemade wine served will be charged

Reasons for Refusing a Use of Space Application:

The BCC reserves the right to refuse applications for space bookings. The BCC will not make space available for:

- Any purpose deemed not in keeping with BCC's By-laws or strategic plan.
- Any activity which breaks the law including contravening the Canadian Charter of Rights & Freedoms or the Ontario Human Rights Code.
- Any activity not consistent with BCC's policy statement prohibiting discrimination and harassment and protecting the right to be free of hate activity.
- Inappropriate use of space, including but not limited to, any use which is likely to cause damage to the space or where required safety or security conditions cannot be met.
- Requested booking for an amount of time or space that denies fair access to BCC space for other Users.
- Space is not suitable for the event, including but not limited to, an event that cannot be safely held at the BCC.
- Failure to comply with BCC's policies and procedures including but not limited to providing required documentation for an event or having previously caused damage to BCC property or disruption to BCC operations.
- Repeatedly failing to use space during booked time.
- Outstanding fees or charges owing to the BCC by the User.
- 'Jack and Jill' or stag-type party events are not permitted.

Fees Paid by User Groups:

- Users are classified into User Groups which detail how fees will be charged.
- Fees will be reviewed annually. Pre Booked events or activities will be charged at fees noted in the Agreement and any increase will not be applied retroactively.
- HST is applicable on all rentals
- Users using space outside of regular business hours (Monday-Friday, 9:00 am – 4:30 pm), may be charged a premium to cover extra staffing costs.
- Deposits must be paid before the event and submitted with the signed Agreement for the Use of Space form.
- Balance of full payment is due on the day of the event and as pre-approved before the event by the GM.
- Prices are subject to change.
- User Groups will not provide or offer employees or volunteers any cash or gifts in exchange for work or services.

Kitchen Facilities:

- BCC kitchen facilities are available for rent.
- Anyone under the age of fourteen (14) must be accompanied by an adult, eighteen (18) years of age and older, to enter and use BCC's kitchen facilities and must be under direct supervision when using any of its contents.
- Users must leave the kitchen area as found.
- Food Handling Certification is recommended for a minimum of one (1) supervisor who will be on-site for the full duration of the booking.
- Practice safe food handling protocols.

Cancelled Bookings, Cancellation Fees, and Refunds:

- Users should notify the BCC at the earliest possible time to cancel or rebook the requested space. 6

- The BCC does not charge for cancelled events if the BCC did not incur any charges, expenses, or fees related to the event. BCC-related expenses of a cancelled event may be charged to the User.
- Occasionally the BCC may need to relocate, reschedule or cancel an event that has been booked due to an emergency or other unanticipated circumstances.
- If the booking is cancelled, the BCC will work to reschedule the cancelled booking to another convenient date.
- If another date cannot be found, all fees paid to the BCC will be refunded.

Deposits on Reserved Space:

- The BCC will not hold or guarantee the availability of space without full payment of fees or receipt of a deposit.

Cleaning:

- Regular cleaning of areas is included in the rental fees.
- The Damage Deposit may be reduced, or result in an extra charge if cleaning requires extra effort, product, or staff time.

Service Animals & Pets:

- A customer with a disability that is accompanied by a guide dog, service animal, or service dog will be allowed access to BCC areas that are open to the public unless otherwise excluded by law.
- Service animals must be identifiable by a vest or other visible means. ● 'Pets' will not be considered a service animal and are restricted from all buildings. ● Owners are responsible for cleaning up after their service animal or pet. ● Owners are responsible for keeping their animal under control and on a leash at all times anywhere on the property.

Car & Boat Winter Storage

Owners are responsible for:

- driving their car or boat in and out of a pavilion of the BCC. Staff will direct a driver to the correct positioning of their vehicle.
- the keys to their cars. BCC staff will not move or touch a vehicle once in position. ● remittance of full winter storage fees for all vehicles to the BCC before storage begins.

- not entering or removing any items from the vehicle while in storage unless permission is given by the General Manager (GM) or Facility Manager (FM).
- leaving their vehicle in storage until notification is received that their vehicle is ready for pickup. Requests for early removals may not be accommodated; no reduction of fees if the vehicle is removed early.
- providing a plastic ground cover under their vehicle in storage to protect the floors and carpets in the BCC pavilion.
- their own vehicle insurance while in storage at the BCC. Proof of insurance will be requested.
- repairs to a pavilion should damage occur from the movement of their vehicle in the space.

The BCC reserves the right to place vehicles in pavilions accordingly; owners will not be able to request particular placement unless pre-arranged with the Facility Manager (FM). ● The BCC does not offer rodent control in the pavilions.

- The pavilions of the BCC are not heated.

Loss, Theft, or Damage:

- Users will be held responsible for any damage to the BCC spaces and/or loss, theft, or damage to BCC equipment.
- The charge for damage to BCC spaces, including, but not limited to, walls, windows, and doors will be based on the cost of materials and the wages of staff performing the repair, or the cost of a qualified contractor, if necessary.
- The charge for loss, theft, or damage of BCC materials or equipment will be based on the full replacement cost of identical or comparable items.

Access to the BCC without Staff present:

- Users may be given access to the BCC without staff present to offer their activity or event. Access will be authorized by the GM. The User Group will be given a key to the facility which must be returned the following day of the event.
- Users given access to the BCC without staff present will be held responsible for any damage, loss, or theft to the facilities or resources.