

# Yara Centre Booking and Usage Policy for the City of Moose Jaw

## CITY OF MOOSE JAW

<b>POLICY: Yara Centre Booking and Usage Policy</b>	<b>EFFECTIVE DATE: December 9, 2019</b>
<b>SECTION: Parks and Recreation Department</b>	<b>APPROVED BY City Council – Motion 2019-12-09-560</b>

### 1. Policy Statement

In accordance with Bylaw #5374, the Parks and Recreation Advisory Committee acting in an advisory role for City Council, shall recommend policies, rules and regulations concerning the lands set aside for parks, cemeteries or recreational purposes.

The Parks and Recreation Department shall co-ordinate the scheduling of Yara Centre. User schedules are to be prepared by the Parks and Recreation Department in accordance with the policies recommended to and set by City Council.

Yara Centre Annual Schedule:

May – September	Monday – Friday Saturday and Sunday	6:00 a.m. – 8:00 p.m. 8:00 a.m. – 6:00 p.m.
October – April	Monday – Friday Saturday and Sunday	6:00 a.m. – 10:00 p.m. 8:00 a.m. – 9:00 p.m.

### 2. Definitions

- 2.1. Department  
The Parks and Recreation Department of the City of Moose Jaw and staff.
- 2.2. City Sponsored  
Programs directly sponsored by the City of Moose Jaw Parks and Recreation Department
- 2.3. Prime Tenants  
User groups that have signed tenant agreements with the City of Moose Jaw.
- 2.4. Minor Organization  
An organization in which all participants are eighteen (18) years of age or under as of December 31 of the current season.
- 2.5. Adult Groups  
Any organized adult group that has 4 or more participants nineteen (19) years of age and older.

- 2.6. Special Events  
Any program or event booked at the Yara Centre and planned by external organizations for a day or weekend time which are subject to track closure fees, set-up/clean up fees and additional labour fees outside the rental fees.
- 2.7. Summer Rate  
Rates and Fees in effect for the months of July & August.
- 2.8. Prime Time Turf  
Monday through Friday – 4:00 p.m. to 10:00 p.m.  
Saturday and Sunday – 8:00 a.m. to 9:00 p.m.  
Additional labour charges will be applied to Statutory Holidays.
- 2.9. Non-Prime Time Turf  
Monday through Friday – 6:00 a.m. to 4:00 p.m.  
Additional labour charges will be applied to Statutory Holidays.
- 2.10. Drop in Turf  
A set period of time determined by the Parks and Recreation Department that allows for spontaneous, multiuse and shared activities on Yara Centre turf.

### **3. Scheduling Timelines**

#### 3.1. Turf Allocation Timelines:

February	The Department shall ensure Prime Tenants, groups and individuals who had bookings the previous year are notified in writing and the applications are communicated and posted to the City of Moose Jaw website.
April 15	Deadline for user groups and organizations to submit booking requests for the upcoming September – August season. Booking requests submitted after this date will be based on availability.
April 30	The Department develops schedules for the next season according to established policies and agreements. Meetings to be held to review schedule with Prime Tenants.
May 15	Deadline to return hours for Prime Tenants.
May 30	Upcoming September – August Schedule is finalized. Changes made after this date are subject to Section 7 Cancellation Policy or as per the cancellation terms in Prime Tenant agreements.
June 1	Available booking times for upcoming season are communicated and posted to City of Moose Jaw website.

## **4. Booking Policy**

### 4.1 City Sponsored

Programs directly sponsored by the City of Moose Jaw Parks and Recreation Department shall have priority within Yara Centre.

### 4.2 Prime Tenants

Yara Centre Prime Tenants will have first priority to available dates and times. All bookings must be submitted to Yara Centre as per Section 3 or as per the terms of their lease agreement. Bookings after May 15<sup>th</sup> are based on availability and must be finalized 24 hours in advance during business hours of Monday to Friday from 8:15 a.m. until 5:00 p.m.

### 4.3 Regular User Groups

Groups that have had booking contracts in the past 12 months will be given the option to book similar week(s) and number of hours based on Yara Centre availability following Prime Tenant's requests. Bookings will only be confirmed as per Section 6 Payments Policy.

### 4.4 Other User Groups

Remaining time and availability will be based on a first come/first serve basis with user groups meeting the criteria in Section 6 Payments Policy.

## **5. General Usage and Booking Conditions**

### 5.1. Groups Booked

All assigned or booked hours must be used only by the team, group or organization that has booked these hours. Prime Tenants and other user groups are not permitted to sublet turf time.

### 5.2 Damages to the Facility

It is the responsibility of each user group to ensure that appropriate supervision and security is provided for all participants and users under their programs while utilizing Yara Centre. All vandalism, damages and/or excessive messiness issues found during or after use may result in the following:

- Removal or Suspension from Yara Centre.
- Financial penalty for actual replacement/repair cost plus administration charge billed to the user group.
- Cancellation of current and future rental contracts.
- Report of damages to the Moose Jaw Police Services for further prosecution.

Users groups are expected to clean up the turf, track and dressing rooms after use by picking up any garbage, tape, etc. so that it is ready for the next group.

### 5.3 Safety and Contact Information

The Department will post signage to reflecting current safety practices and contact information.

#### 5.4. Turf Inspection

User groups are encouraged to inspect the playing area before it's use to identify any immediate safety concerns with concerns being brought to the immediate attention of the Department and participants.

#### 5.5. Alcohol and Illegal Drug Use

Alcohol and illegal drug use are strictly prohibited in all Yara Centre areas, including but not limited to benches, stands, turf, dressing rooms, parking lots and all accessory premises.

#### 5.6. Smoking and Vaping

Smoking and vaping are prohibited at Yara Centre as per the City of Moose Jaw Smoking Bylaw No. 5575.

#### 5.7. Organized and Drop-in Use

User groups must book Yara Centre for all usage and cannot conduct practices, games and any organized activities under the drop-in rate. Drop-in users must pay at the front desk prior to entering the field and must wear the provided wristband upon payment. If the Department has confirmed that a group is not following drop-in procedures, the user group will be charged the booking rental rates as per the Department's Rates and Fees. Bookings are considered practices, games or organized activities if they meet one of the following criteria:

- Teams with uniforms.
- Presence of a referee or coaches.
- Teams supplies in the Facility.
- Participants arrive for pre-determined time.
- A group larger than 10.
- Usage does not meet the Drop in Turf definition as per Section 2.10.

#### 5.8. Turf Setup and Clean up

User groups are responsible for any set up they may require for their activity, which includes moving the soccer nets and curtains. This must be done within the allotted time of the booking.

- User groups accessing the turf early or staying late will be charged for this time.
- Nets must remain on the turf but can be moved to the sidelines outside of the netting.
- A \$100.00 set up and takedown fee will be charged for groups requiring Yara Centre staff assistance.
- User groups are not permitted on the track prior to the booking time.

#### 5.9. Use of Track During Booking

The track is included only for user groups that have rented the turf and does not include use of parents/guardians or spectators. Parents/guardians who would like to utilize the track during the booking time must pay a drop-in rate.

#### 5.10. Prohibited Activities

The following is a list of prohibited activities at Yara Centre unless approved in advance by the Department:

- Javelin, discus, shot-put or other throwing activities;
- Field hockey;
- Golf;
- Baseball/Softball/Slo-pitch activities without approved indoor regulated balls (all hitting with regular balls must be within the batting cage);
- Hitting pop flies;
- Lawn darts, drones, air soft guns, personal bouncy castles and any other type of activity that could result in damages to the turf and or the lighting in Yara Centre;
- Any items not listed must be approved by the Department.

#### 5.11. Meeting Rooms

Meeting Rooms usage is subject to the Department's Rates and Fees and are not included with track or turf rentals. Meeting Rooms may be included in Birthday Party Rentals.

#### 5.12. Intention of Use

Yara Centre Turf is divided into four quarters having intended use. User groups will be scheduled and may be moved to accommodate the intended use of each quarter.

### 6. Payments

#### 6.1. Prime Tenants

Payment is due according to the terms of their agreements.

#### 6.2. Credit Approved User Groups

Yara Centre requires a 50% deposit to hold a booking. The remaining amount is due the first day of the booking. If an account is unpaid on the first date of usage, the user group will not be allowed access to Yara Centre. Credit applications must be set up with Financial Services prior to the booking request.

#### 6.3. Non-Credit Approved User Groups

All new user rentals that have not completed a City of Moose Jaw credit application must pay for the invoice at the time of the booking.

#### 6.4. Credit Cards

Credit card payments must adhere to the City of Moose Jaw Financial Policies and limits.

### 7. Refunds and Cancellations

#### 7.1. Refunds

Refunds on deposits are subject to the following:

If Yara Centre can completely replace the booking, a full deposit refund will be provided.

Cancellations over 30 days	Full refund of deposit.
Cancellation 15 – 29 days	75% of deposit refunded.
Cancellation 8 – 14 days	50% of deposit refunded.
Cancellation 0 – 7 days	No deposit refunded.

#### 7.2. City Cancellations

The Department may, at its sole and absolute discretion, schedule or reschedule the use of any Yara Centre rental in such a manner as to ensure safe, maximum/efficient use of

the Yara Centre, to allow maintenance work to be performed, or to accommodate other circumstances as may be deemed necessary. If the Department cancels a turf rental, there shall be no rental charge payable. Every attempt for reasonable notice will be given to the user group upon cancellation of a rental by the Department.

7.3. No Show Fees

When a user group does not show up for scheduled time and the space sits idle, the user group will be billed at the regular rate for all booked and not used.

7.4. Weather

Cancellations due to weather conditions will be reviewed by the Department.

7.5. Transfers and Subletting

Bookings are non-transferable to other dates and subletting is not permitted.

**8. Insurance**

8.1. Insurance Coverage

Prime tenants must obtain and submit the insurance requirements indicated with their respective agreements with the City. It is strongly recommended that all other user groups that privately book the Yara Centre obtain commercial general liability insurance against all third-party claims for bodily injury, death, or property damage in respect to their usage of the facility. Such insurance shall be at the expense of the group, shall name the City as an additional insured, shall include 30 days' notice of cancellation and shall cover for an amount not less than Five Million Dollars (\$5,000,000.00).

**9. City's Exclusive Rights**

9.1. Food and Beverage

The Department reserves the exclusive right to sell or distribute food and beverages at Yara Centre. User groups will not engage in any of these aforesaid businesses without written consent from the Department.

9.2. Advertising and Marketing

The Department reserves the right to promote, sell and display all advertising, marketing and sponsorship inventories. All such revenues generated for such activities shall remain exclusively with the Department. User groups may display removable boards during user groups specific usage upon Department approval.

9.3. Admission Fees and Charges

The Department reserves the exclusive right to admission fees and charges to Yara Centre. User groups that want to collect admission fees or conduct any other sales must have prior written consent from the Department.