

**Town of Osler
POLICIES**

TITLE: **THE GATHERING PLACE RENTALS**

INITIAL EFFECTIVE DATE: JANUARY 24, 2012

MOST RECENT AMENDMENT: JANUARY 1, 2021

POLICY NUMBER: **OSL.30**

Purpose of Policy:

This policy is intended to set out the criteria for rental of The Gathering Place.

Policy Statements

1. The Gathering Place is owned and operated by the Town of Osler.
2. Bookings with respect to The Gathering Place are handled by Administration in the Town Office.
3. These regulations are being instituted in accordance with previous practices set out by motion and shall continue in effect with the adoption of this policy.
4. The provisions of this policy shall not be construed as to limit or interfere with any existing or future bylaws of the Town of Osler including those which are designed for the safety and protection of the health and welfare of the public.
5. All rentals shall require the execution of an agreement as set out in the attached Schedule "A".
 - (a) All Recreational Facilitators/Instructors require the execution of a separate agreement.
6. Individuals interested in renting The Gathering Place should be provided with a copy of this policy and the Agreement attached.
 - (a) The Renter agrees to obtain the Public Health Guidelines respecting COVID-19 in effect for the date of rental. The Renter also agrees to abide by current Public Health Guidelines and Public Health Orders regarding COVID-19. Please visit www.saskatchewan.ca for information.
****I have read and agree to the terms_____****
7. The Gathering Place rental rates are as set out in Schedule "B" attached.
8. Individuals wishing to rent The Gathering Place will be required to provide a damage/booking deposit in the amount of \$100 as set out in the agreement (Schedule "A") attached ten (10) days prior to the requested booking. Failure to provide a deposit will result in the cancellation of the booking and the booking date will once again revert to an 'available date'.
9. The Town of Osler retains the right to refuse rental to any party and will, in any event, not allow a rental by persons who have not reached the age of majority.
10. When a renter enters into the Agreement set out in Schedule "A" it is understood that they shall comply with all sections of the Agreement and shall be held responsible for any and all damage done to the premises during the rental event. In the event that damage has occurred, the cost of clean-up and/or repair will be taken from the damage deposit. If the cost is more than the damage deposit a billing will be rendered to the responsible individual (renter).
11. In the event that the key is not returned to the office within 48 hours of the completion of the booking the damage deposit cheque will be cashed and the funds retained by the Town until such a time as the key is returned.
12. No alcohol is permitted in The Gathering Place.
13. No hot food is permitted in The Gathering Place.

14. Annually, at the beginning of each year, the rental rates for this facility will rise by 3%, rounded to the nearest \$1.00.

Accepted as Policy by the Council of the Town of Osler: Jan 24, 2012

Amended by the Council of the Town of Osler, Date: March 12, 2013 to amend the rates, to add Numbers 12, 13 & 14 to the Policy Statements, to move the rates onto a separate schedule

Amended Schedule B Jan 14, 2014, to reflect 5% increase in rates, as of Jan 1, 2014.

Amended Schedule B Jan 21, 2015 to reflect 5% increase in rates, as of Jan 1, 2015.

Amended Schedule B Jan 10, 2017 to reflect 5% increase in rates, as of Jan 1, 2017

Amended Schedule B Dec 13, 2017 to reflect 5% increase in rates, as of Jan 1, 2018

Amended Schedule B Dec 13, 2018 to reflect 5% increase in rates, as of Jan 1, 2019

Adding 5(a), 6(a), COVID-19 Section. Amended Schedule B Dec 16, 2020 to reflect 3% increase in rates, as of Jan 1, 2021 and to add recreational fees amended.

Amended Schedule B Feb 7, 2022 to reflect 3% increase in rates as of January 1, 2022.

Amended Schedule B January 4, 2023 to reflect 3% increase in rates as of January 1, 2023.

SCHEDULE "A"

Policy OSL.30

THIS AGREEMENT made in duplicate this ____ day of _____, _____

BETWEEN:

TOWN OF OSLER, a municipal corporation incorporated pursuant to the provisions of ***Municipalities Act*** hereinafter referred to as the "Town" (owner)

OF THE FIRST PART

and

Name: _____

Address: _____ Postal Code _____

Telephone: (Home) _____ (Work) _____ (Cell) _____

hereinafter referred to as the "Renter"

OF THE SECOND PART

WHEREAS at the time of making this Agreement:

- 1) the Town is the legal owner of the Osler The Gathering Place;
- 2) the Renter is desirous of renting the facility on the following date(s) and time(s):

Date: _____

Times: _____ to _____

NOW THEREFORE the Town of Osler and the Renter do hereby agree as follows:

1. The Gathering Place is a non-smoking facility and the Renter agrees to ensure all occupants adhere to this.
2. A damage/booking deposit in the amount of **\$100.00** has been received by the Town and will be held until our staff has inspected the facility following the event. In the event that the rental is on a recurring basis (eg: monthly), the deposit will be held until December, 31 of the current year. The Town must receive the full amount of the rental prior to the use of the facility.
3. The damage/booking deposit will be used to guarantee the date as well as to provide a damage deposit to cover any costs that may be incurred in cleaning of or repairing damages to The Gathering Place , contents and grounds resulting from carelessness or neglect on the part of the Renter or individuals in attendance during the rental. The Renter will be responsible for costs which exceed the damage/rental deposit amount. The deposit will be returned within ten (10) days following the event, provided no damage has been identified by the custodian or at year end, dependent on amount of rentals in the year.
4. If the event is cancelled less than one week (7 days) prior to the booking date the Town will have the option of retaining the deposit.
5. The renter is responsible for leaving the facility in the same condition as it was found (i.e. floors swept and washed, tables and chairs stacked).
6. Prior to lock-up, the renter should ensure that the windows and exterior doors are closed and locked as well as ensure all the toilets are flushed if required.
7. Because of the type of flooring installed in this facility, shoes are not allowed. As well, it is imperative that any water or spills of any type be wiped up immediately. Should the renter fail to comply the Town

will have the option of billing for special cleaning equipment and supplies required to clean up marks or damage done because of the spill.

8. The custodian will ensure that the facility is clean, adequate paper supplies and garbage bags are on hand, and will make the required arrangements for access to the facility if this has not already been handled by Administration at the Town Office.
9. If the individuals using the facility are less than the age of majority the individual signing the rental agreement takes full responsibility for the actions of the minor children in attendance.
- 10.
11. The Renter agrees to obtain the Public Health Guidelines respecting COVID-19 in effect for the date of rental. The Renter also agrees to abide by current Public Health Guidelines and Public Health Orders regarding COVID-19. Please visit www.saskatchewan.ca for information.

Please initial indicating agreement ***I have read and agree to the terms_____***

IN WITNESS WHEREOF a representative of the Town has executed this agreement

Town of Osler

Sign and Print Name

IN WITNESS WHEREOF the Renter has executed this agreement and indicates, by such signature, that they understand and agree to the terms of the Agreement and the Policy of the Town of Osler.

Renter

Signature

Witness

Printed Name

SCHEDULE "B"

Policy OSL.30

Prices: Gathering Place Rentals

Meeting rental rate - \$ 56.00 per 4-hour period

Recreation rental rate - \$3.10/person per 4-hour period

Instructor rate (program not affiliated with the Town of Osler) – \$74.00 for full day

Recreational Fitness - \$37.00 max 3 hours
- \$54.00 over 3 hours (full day rate)

Full Day Meeting/Event rate - \$87.00 per 8-hour period