

THE CORPORATION OF THE VILLAGE OF WARFIELD

BYLAW #852

A BYLAW TO AMEND THE RENTAL RATES FOR THE COMMUNITY HALL

WHEREAS section 194 of the *Community Charter* SBC Chap. 26 authorizes Council to impose fees for the use of municipal property, and

WHEREAS section 12 of the *Community Charter* SBC Chap. 26 authorizes Council to establish variations, terms and conditions,

NOW THEREFORE, the Council of the Village of Warfield, in open meeting assembled, hereby ENACTS AS FOLLOWS:

SHORT TITLE

1. (1) This Bylaw may be cited as the “**Community Hall Rental Amendment By-law, No. 852, 2017**”

HALL RENTAL RATES

2. (1) Subject to section 2(2) of this Bylaw, the rental rates for the Community Hall shall be those set out in Schedule ‘A’ attached to, and forming part of this Bylaw.
- (2) A person or organization requesting an exemption from the provisions of section 2(1) of this Bylaw shall submit a request for a grant in lieu of rental to Council, and Council may, at its sole discretion and subject to such policies as Council may adopt from time to time, approve or reject such request.

CONDITIONS OF USE

3. (1) No person shall be entitled to rent the Community Hall without first having completed and signed a rental agreement in the form prescribed by Council resolution from time to time.
 - (2) All persons occupying the Community Hall shall comply with the terms and conditions governing the use of the Community Hall as prescribed by Council resolution from time to time.
 - (3) Terms and conditions governing the use of the Community Hall shall be:
 - a) posted on the notice board in the Community Hall, and
 - b) attached to and forming part of the rental agreement for the Community Hall.
 - (4) All persons and organizations renting the Community Hall, whether or not exempt from rental payment, shall sign a waiver as set out in Schedule ‘B’ attached to and forming part of this Bylaw.
4. (1) If Council believes it to be in the best interest of peace and good government for the community, Council may, at its discretion and without discrimination, refuse to rent the Community Hall to any individual, group, society, or corporation.

- (2) A refusal to rent the Community Hall pursuant to section 4(1) of this Bylaw shall be authorized by Council resolution, and the resolution shall state the specific reasons for the refusal to rent the hall, and the applicant shall be informed in writing of the reason for the refusal to rent the hall.

ENACTMENT

5.(1) If any section, subsection, sentence, clause or phrase of this Bylaw is for any reason held to be invalid by the decision of any court of competent jurisdiction, the invalid portion shall be severed and the part that is invalid shall not affect the validity of the remainder.

- (2) This Bylaw shall come into full force and effect on final adoption.

READ A FIRST TIME	this 15 th day of November, 2017
READ A SECOND TIME	this 15 th day of November, 2017
READ A THIRD TIME	this 15 th day of November, 2017
RECONSIDERED AND FINALLY ADOPTED	this 6 th day of December, 2017

Mayor

Corporate Administrator

Certified a true copy of Bylaw #852, as adopted

Corporate Administrator

THE CORPORATION OF THE VILLAGE OF WARFIELD

BYLAW #852**SCHEDULE ‘A’****COMMUNITY HALL RENTAL FEE SCHEDULE**

1. Usage-Specific Rates	Rate	Deposit
a) Wedding (flat rate) – Main hall, full kitchen, and park. Access at 5pm the night before the wedding until noon the day after the wedding for clean-up.	\$400.00	\$400.00
b) Kitchen only – per session* (2 hours)	\$ 40.00/session	\$150.00
c) Kitchen only – per day (flat rate)	\$150.00	\$150.00
d) Repeating community classes or meetings – per session* (2 hours) (Eg: yoga, art, meetings) Main hall	\$30.00/session	\$30.00
*A “session” is a minimum booking period of two hours. One session is 2 hours, two sessions is 4 hours, and so on.		
2. Default Rates	Rate	Deposit
Unless otherwise specified above, the rental rates for the Community Hall shall be those listed below:		
a) Main Hall Only (Full Day*) (flat rate)	\$200.00	\$200.00
b) Main Hall Only (Hourly)	\$40/hour	\$200.00
c) Main Hall with Kitchen (Full Day*)	\$250.00	\$200.00
d) Main Hall with Kitchen (Hourly)	\$50/hour	\$200.00
e) Committee Room Upstairs or Youth Room	\$30/hour	\$100.00
f) Committee Room (10 hours) Upstairs or Youth Room	\$30/hour	\$100.00
g) Additional Cleanup	\$150.00	Nil
3. Village Square Rental	Rate	Deposit
a) Village Square Park (Park, Washrooms and BBQ) (flat rate)	\$ 75.00	\$ 100.00
b) Village Square Park (Park and Washrooms Only) (flat rate)	\$ 50.00	\$ 100.00
c) Village Square Park BBQ (when added to full-day Hall Booking)	\$ 25.00	\$ 100.00

4. Cancellation of Booking

Cancelled bookings within two (2) weeks of rental date will be charged 50% of hall rental.

*A full day booking implies that the renter will vacate the hall no later than 2am the night of the booking.

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SCHEDULE ‘B’

WAIVER AND INDEMNITY CLAUSE

The Renter accepts and will use the Premises at their own risk and agrees that neither the Corporation of the Village of Warfield herein after referred to as the Village, nor its respective officers, employees, servants, agents, heirs, successors and assigns have made any warranties or representations respecting the suitability or condition of the Premises. The Renter further agrees that it will indemnify and save harmless the Village and its respective officers, employees, servants, agents, heirs, successors and assigns from and against any and all claims whatsoever, including all damages, liabilities, expenses, costs, including legal or other fees, incurred in respect of any such claim(s) or any action(s) or proceeding(s) brought thereon arising directly or indirectly from or in connection with the granting of this License and use of the Premises.

The Renter understands and agrees that this Permit may be revoked or cancelled at any time with or without cause. The Village will make every reasonable attempt to provide a minimum 48 hours notice of a cancellation to the Renter.

The Applicant warrants and represents that if he/she executes this Application on behalf of a Group or Organization that the Applicant has sufficient power, authority and capacity to bind the Group or Organization with his/her signature.

The Renter, in consideration of being granted permission to use the Premises agrees to be bound by the Terms of Rental referred to above and if *the Applicant represents a Group or Organization, the Applicant agrees to inform all responsible officials associated with the Group or Organization of the Terms of Rental and Waiver and Indemnity Clause.*

Signed and Witnessed this _____ Day of _____ 20_____

I have read the above and fully understand the Terms and the Waiver and Indemnity Clauses and will comply with said document.

(Renter)

(Witness)