

City of St. John's Corporate and Operational Policy Manual

Procedure Title: Use of Indoor City Facilities Procedures	
Authorizing Policy: Use of Indoor City Facilities Policy	
Last Revision Date: N/A	Procedure #: 09-19-01-01
Procedure Sponsor: Deputy City Manager, Community Services	

1. Procedure Statement

The City supports uses of its indoor facilities that are consistent with Council's commitment to equity, inclusion, diversity, and respectful workplaces.

2. Definitions

"Commercial Activity" means an activity in which goods, services, or entertainment are sold for profit for the benefit of an organization or individual.

"Employee" means any person employed by the City of St. John's as a permanent, term, part-time, casual, contract, seasonal, temporary, or student worker.

"Indoor City Facility" refers to any City-owned and operated facility available for rental/use by the general public.

3. Procedure Requirements

3.1 Booking of City Facilities

- a) The booking of an Indoor City Facility shall be for activities that are arts, cultural, civic, recreational, or educational in nature, to be determined at the sole discretion of the City.

- b) The City may consider a booking of an Indoor City Facility from (i) not-for-profit corporations or registered charities registered to carry on business and in good standing in Newfoundland and Labrador or from (ii) individuals.
- c) The City reserves the right to refuse the booking of an Indoor City Facility by individuals or groups for private personal use.
- d) The City reserves the right to:
 - i. seek clarification of the purpose of the rental/use request; and/or
 - ii. suspend or defer a booking of an Indoor City Facility as the City investigates any allegations of noncompliance with this policy;
- e) The City reserves the right to decline any booking of an Indoor City Facility that violates the booking terms and conditions, as solely determined by the City, including but not limited to:
 - i. past non-compliance or non-payment of fees;
 - ii. where the rental/use is considered to be, in the City's sole determination, in conflict with the City's values, strategic plan, goals, and/or objectives;
 - iii. where the rental/use is inconsistent with the City's commitment to equity, diversity, inclusion, and respectful workplaces or is a violation of the Human Rights Act 2010 or Charter of Rights and Freedoms;
 - iv. where the City considers, in its sole determination, that the rental/use may adversely impact the City's identity or reputation.
- f) Indoor City Facilities shall only be available to rent/use for Commercial Activity when the rental/use is consistent with the intended use of an Indoor Rental Facility as set out in 3.1(a) of these procedures, which is to be determined in the sole discretion of the City.
- g) Indoor City Facilities shall not be used as a place of worship for any religion but may be used by religious organizations for a rental/use that is consistent with the intended use of an Indoor City Facility as set out in section 3.1(a) of these procedures, which is to be determined in the sole discretion of the City.
- h) The City, in its sole discretion, may determine that certain activities or equipment shall not be acceptable and/or may require proof of liability

insurance acceptable to the Manager of Enterprise Risk and Insurance.

3.2 Application Review Process

- a) Employees shall review applications to determine the nature, purpose, and content of the use; and whether the rental/use appears at the time of the request to conflict with any of the requirements of the policy, procedures, or booking terms and conditions.
- b) If the rental/use is deemed to be consistent with the requirements, Employees shall book the requested facility and any required fees shall apply and shall be paid by the applicant.
- c) Employees shall report any observed behaviour of those present at an Indoor City Facility that does not comply with the requirements outlined in the policy, procedures, or Room Usage Agreement to management.

3.4 Room Usage Agreements

- a) Applicants booking Indoor City Facilities may be required to complete a Room Usage Agreement, at the sole discretion of the City.
- b) Applicants required to complete a Room Usage Agreement shall acknowledge their agreement to the booking terms and conditions, including acknowledging that they shall comply with all applicable legislation, policies, and/or procedures, including, but not limited, to this policy and related procedures and the City's Respectful Workplace Policy.
- c) Applicants shall agree to pay for any damage to the facility that occurs as a result of their activities or use of the facility.
- d) Applicants who intend to bring in equipment or participate in an activity for which the facility is not normally used shall indicate this on the appropriate form.
- e) The use and sale of alcohol, tobacco, and/or cannabis shall be prohibited in Indoor City facilities, with the exception of facilities detailed in 3.4(f) and Annex A.

- f) Alcohol may be served or sold at City Hall and the Shea Heights Community Centre where required certificates are supplied and at the sole discretion of the City.
- g) Cancellations, unless by the City, shall be received at least 14 days before the rental date for a refund or credit. If a cancellation is received less than 14 days before the rental date, a refund or credit may not be issued. The City may consider medical reasons or special circumstances where less than 14 days' notice is given.
- h) Users shall begin and end their rental according to the times indicated on their booking confirmation.

4. Application

These procedures shall apply to all City-owned and operated Indoor City Facilities available for booking by the general public.

5. Responsibilities

5.1 All Employees in Indoor City Facilities shall be responsible for:

- a) complying with the policy and procedures; and

5.2 All managers who supervise Employees in Indoor City Facilities shall be responsible for:

- a) communicating the requirements of the policy and procedures to their Employees and directing that they comply with them.

5.3 Applicants shall be responsible for:

- a) providing accurate and timely information to the City as required;
- b) complying with all conditions and requirements in their booking confirmation to the sole satisfaction of the City.

6. References

- [Human Rights Act, 2010](#)
- [Respectful Workplace Policy](#)
- Use of City Indoor Facilities Policy
- Room Usage Agreement

7. Approval

- Procedure Sponsor: Deputy City Manager, Community Services;
City Clerk
- Procedure Writer: Policy Analyst; Manager, Facilities and
Administration
- Date of Approval from:
 - Corporate Policy Committee: November 24, 2022
 - Senior Executive Committee: May 26, 2023

8. Monitoring and Contravention

- a) The Department of Community Services (Facilities and Administration Division) and the Office of the City Clerk shall monitor the application of the policy and procedures.
- b) Any contravention shall be reported to the Department of Community Services (Facilities and Administration Division), Office of the City Clerk, Department of Finance and Corporate Services (Human Resources Division), the Office of the City Solicitor, and/or the City Manager for further investigation and appropriate action.
- c) Appropriate action for Employees may include, but is not limited to, legal action and/or discipline up to and including dismissal.
- d) Appropriate action for applicants may include, but is not limited to, booking cancellation and/or access termination.

9. Review Date

Concurrent with the policy.

Annex A

Alcohol Serving Guidelines

1. Alcohol may only be served or sold at City Hall or at the Shea Heights Community Centre.
2. If an applicant intends to serve alcohol, the applicant shall obtain a Special Event License from the Newfoundland and Labrador Liquor Corporation.
3. Caterers shall include professional/trained servers.
4. Hosts shall:
 - i. be present throughout the event, or have a designate on site;
 - ii. monitor event attendance capacity so that it does not exceed limit of permit;
 - iii. ensure fire exits are well marked, unobstructed and functional;
 - iv. act as the sole contact with the servers during the function regarding opening and closing times, food/beverage arrangements, etc;
 - v. have bars attended to at all times;
 - vi. ensure alcohol is not served to individuals who are underage, or appear to be intoxicated;
 - vii. take steps to prevent abusive or unsafe behavior;
 - viii. take steps to prevent an apparently intoxicated attendee from driving after the function;
 - ix. provide designated driver program, or alternate transportation or accommodation where necessary;
 - x. contact the police if an incident occurs or an attendee disregards advice and attempts to drive in an intoxicated state; and ensure there are no games that encourage excessive drinking.
5. Responsible serving practices shall include providing food and non-alcoholic drinks, including coffee and tea.
6. Any hosting situation that results in inappropriate behaviour or risk to health and safety of attendees or the community may result in the user group being barred from future use of the room.