

**TOWN OF INUVIK
BY-LAW #2188/REC/04**

**A BY-LAW OF THE MUNICIPAL CORPORATION OF THE TOWN OF INUVIK IN THE
NORTHWEST TERRITORIES TO PROVIDE FOR THE LEVYING OF RATES FOR USE OF THE
MIDNIGHT SUN RECREATION COMPLEX**

WHEREAS pursuant to Sections 169 and 104 of the Cities, Towns and Villages Act of the Northwest Territories, R.S.N.W.T. 1988, c. C-8, and subsequent amendments thereto, which state:

- 104.** A council may, by by-law, provide for the establishment and operation of recreation programs, services and facilities.
- 169.** A council may, by by-law, provide for the establishment, levy and collection of charges for services provided by the municipal corporation.

NOW THEREFORE BE IT RESOLVED that the Council of the Municipal Corporation of the Town of Inuvik, in Council duly assembled, enacts as follows:

SHORT TITLE

1. This by-law may be cited as the “**Rate Schedule By-law for the Midnight Sun Recreation Complex**”.

INTERPRETATION

2. In this by-law:
- (a) “**Council**” means the Council of the Municipal Corporation of the Town of Inuvik in the Northwest Territories;
- (b) “**Town**” means the Municipal Corporation of the Town of Inuvik in the Northwest Territories;
- (c) “**Midnight Sun Recreation Complex**” means the Town owned and operated recreation facilities located on Lot 6, Block 21, Plan 3420 in the Town of Inuvik in the Northwest Territories;
- (d) “**Adult Group**” means a group of person not defined as youth groups in this by-law;
- (e) “**Youth Group**” means Inuvik Minor Hockey Association, Inuvik Figure Skating Club, the Boy Scouts of Canada and recognized Associate Organizations, the Girl Guides of Canada and recognized Associate Organizations, Student Councils of Sir Alexander Mackenzie School and Samuel Hearne Secondary School, and any other group recognized by a majority vote of Council;
- (f) “**Special Functions**” means all functions not specifically named in this by-law.

RATES

3. (a) Midnight Sun Recreation Complex Arena Rental Agreement

Terms and conditions for rental of the Midnight Sun Recreation Complex Ice Rink shall be as detailed on the Midnight Sun Recreation Complex Arena Rental Agreement as per Schedule "A" attached to and forming part of this by-law.

(b) Midnight Sun Recreation Complex Facility Rental Agreement

Terms and conditions for rental of the Midnight Sun Recreation Complex Community Hall shall be as detailed on the Community Hall Rental Agreement as per Schedule "B" attached to and forming part of this by-law.

(c) Special Functions

Terms and conditions for Special Functions will include all terms as laid down in the rental agreement for that area, plus any extraordinary terms as approved by Council. These special terms, including rates, will be attached as a part of the rental agreement and shall apply for this one Special Function only.

(d) Rates for use of the Midnight Sun Recreation Complex are outlined in Schedule "C" attached to and forming part of this by-law.

(e) Lighting

Terms and conditions for lighting used in the Ice Rink area shall be as detailed in the MSRC Lighting Policy as per Schedule "D" attached to and forming part of this by-law.

REPEALS

4. By-law #1956/REC/01 and any amendments thereto are hereby repealed.

EFFECT

5. This by-law shall come into effect on April 1, 2004.

READ A FIRST TIME THIS 28TH DAY OF JANUARY , 2004 A.D..

READ A SECOND TIME THIS 28TH DAY OF JANUARY , 2004 A.D.

READ A THIRD TIME AND FINALLY PASSED THIS 11TH DAY OF FEBRUARY , 2004 A.D.

MAYOR

SENIOR ADMINISTRATIVE OFFICER

SCHEDULE "A"
TOWN OF INUVIK ARENA RENTAL AGREEMENT
Page 1

THIS ARENA RENTAL AGREEMENT made this _ day of _____, _____.

BETWEEN

The Municipal Corporation of the Town of Inuvik, in the Northwest Territories
(hereinafter called the "Town")

AND

_____, on his or her own behalf as an agent for participating members of the

Primary Contact

Secondary Contact

Mailing Address

Mailing Address

Work Phone

Work Phone

Home Phone

Home Phone

(hereinafter called the "Licensee")

That in consideration of the rates in Section IV, which is the amount to be paid by the Licensee to the Town, the Town agrees to rent the Arena for the period as detailed in Section III, subject to the following terms and conditions:

I. TERMS

- (a) All fees for regularly scheduled rental of said Arena are to be paid monthly in advance.
- (b) All fees for occasional rental of said Arena are to be paid in advance.
- (c) Notice of the cancellation of any Arena will be required twenty-four (24) hours prior to the event. If the notification is not received, that person, persons or organization will be responsible for said rental fees. Notification must be made in the first instance to the Recreation Co-ordinator, or secondary to the Facility Foreman. Faxed or phone notification to the Recreation Office will be considered acceptable due to long weekends or Statutory Holidays.

II. CONDITIONS

- 1. The Licensee:
 - (a) Shall advise the Recreation Co-ordinator or Facility Foreman at least seven (7) days in advance of any change in regular activities.
 - (b) Shall be responsible for ensuring their membership preserves good order, maintains facility cleanliness and observes safety regulations.
 - (c) Shall notify the Recreation Co-ordinator or Facility Foreman twenty-four (24) hours prior to cancellation of any even for which ice time has been allotted. Faxed or phone notification to the Recreation Office will be considered acceptable.
 - (d) Shall ensure that no person, team or groups shall bring alcoholic beverages or non-prescription drugs into the building or consume such items during the rental period.
 - (e) Shall observe the no smoking regulations.

TOWN OF INUVIK ARENA RENTAL AGREEMENT
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- (f) The Licensee, its principals, agents, guests or invitees will be fully responsible and liable to compensate the Town for any willful or negligent damage done to the property of the Town, whether the building, fixtures, goods or equipment which occurred during the Arena rental period.
 - (g) The Licensee shall be responsible for any extraordinary costs to clean the facility caused by the negligence of the Licensee, its principals, agents, guests or invitees during the Licensee's rental period.
 - (h) Shall be responsible for notifying the Arena Staff of any unsafe condition creating a safety hazard or damages on the premises prior to the use of the area. Failure to comply with the requirement may result in the current Licensee being held responsible for damages found at the end of the Arena Rental period. Such damages shall be billed directly to the Licensee.
 - (i) Shall ensure no group, organization or person makes any alteration to the present building without written permission from the Town of Inuvik.
 - (j) Shall ensure that all youth organizations, groups or individual(s) have a responsible adult (19 years of age or older) to supervise them, both on and off the ice.
 - (k) Shall be held responsible for individual, team, group supervision at all times and are liable for any resulting damages. Such damage to the facility may result in individual, team or group suspension from the Arena.
 - (l) Shall be responsible for assigning at least three (3) supervisors, and other required staff during special events (i.e. Tournaments) to supervise spectators.
 - (m) Shall ensure no individual(s) are permitted on the surface until the Arena Staff have given permission.
 - (n) Shall leave the dressing rooms thirty (30) minutes after the conclusion of their scheduled event.
 - (o) Shall ensure that food and beverages are consumed in the lobby only.
 - (p) Shall not sublet rented time.
 - (q) Shall indemnify and save harmless the Town of Inuvik, its officers, agents, servants and employees from and against any action or cause of action alleging bodily injury, personal injury, sickness, death or disease of any person(s) and loss or damage to property of the Licensee of others and loss of use thereof and any and all costs or expenses (including legal and other professional fees) occurring in or about the premises or resulting directly, indirectly or in any way connected with the use of the premises or in any way connected with the activities of the Licensee.
 - (r) Shall advise its members and participants of the inherent risk of the activity and will take all actions and precautions necessary to conduct activities in a safe and orderly manner.
 - (s) Shall be aware that any violation of the above rules and regulations may result in the offending organization being barred from future use of the Midnight Sun Recreation Complex.
2. The Town:
- (a) Agrees that all revenue earned by the Licensee through gate receipts is to be kept the sole property of the Licensee.
 - (b) Shall not be responsible for the loss, theft or damage of any Licensee's equipment, materials, supplies or personal property from the Midnight Sun Recreation Complex regardless of how such loss shall occur.
 - (c) The Town of Inuvik will not be held responsible for injuries that might occur to any person while using the Facility.
 - (d) Agrees that whenever possible, all washrooms, dressing rooms and spectator areas will be functional, clean and safe before the commencement of the said activity.

TOWN OF INUVIK ARENA RENTAL AGREEMENT
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- (e) Will notify the Licensee in advance as to when a legal holiday may interfere with the regular schedule or when any other changes in time may be required pursuant to the terms of this agreement. The Town and the Licensee further agree that notice will not be given in case of emergency or other situations wherein the Town cannot reasonably give such notice.
- (f) Authorizes the Facility Foreman and his staff to be responsible for the operation of the Midnight Sun Recreation Complex and to enforce the above rules and regulations.
- (g) May terminate this Agreement, initiate legal actions, and suspend or otherwise penalize the Licensee or its representative for willful damage, damage arising from negligent acts or omissions, misconduct and violations of established rules and regulations or a breach of any of the terms of this Agreement.
- (h) The Town reserves the right of seven (7) days' notice to cancel any booked or reserved times where considered in the best interests of the citizens of Inuvik in order to arrange for special events. Every effort will be made to replace such cancelled time if desired by the Licensee. Notwithstanding the above, this is not to be interpreted as a guarantee by the Town to replace such lost time.

III. TOTAL SCHEDULED ARENA RENTAL PERIOD

Day	Start	Finish	Start	Finish
Sunday				
Monday				
Tuesday				
Wednesday				
Thursday				
Friday				
Saturday				
Sunday				

Rental Period From: _____ to _____

Total Scheduled Hours: _____ hours

IV. RENTAL RATES

The Licensee further agrees to pay the Town of Inuvik, as rent during the Total Scheduled Rental Period as defined in Section III, in lawful money of Canada without deduction, set-off or abatement.

_____ Per hour x _____ hours = \$ _____
 (The total scheduled hours in Section III)

7% GST = \$ _____

TOTAL RATE = \$ _____

- Note:
- (a) The Rental Rates for SEASON USER GROUPS are prepaid on a monthly basis, based upon the prepayment notice sent to each Licensee by the Town of Inuvik.
 - (b) Unused portions of proposed monthly rentals will be credited to SEASONAL USER GROUPS at the end of the season or duration of the activity. This amount will be rebated to the Licensee by issuance of a cheque.

**TOWN OF INUVIK ARENA RENTAL AGREEMENT
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The signatories hereto, on behalf of the Licensee, represent that they have the authority to enter into this agreement as agent for all participating members of the Licensee, and agree to convey to the participating members the terms and conditions of this Agreement.

UNINCORPORATED:

In witness whereof I (We) _____, on my (our) own behalf and as agent for participating members of the _____ do hereby set my (our) hands this _____ day of _____.

INCORPORATED

In witness where of the _____ by its duly authorized officer(s) set his (her) hands this _____ day of _____.

LICENSEE

In witness whereof the Town of Inuvik by duly authorized representative(s) hereby sets its hands

This _____ day of _____.

**RECREATION CO-ORDINATOR
TOWN OF INUVIK**

**FACILITY FOREMAN
TOWN OF INUVIK**

SCHEDULE "B"
MIDNIGHT SUN RECREATION COMPLEX & CONFERENCE CENTRE RENTAL AGREEMENT
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Agreement made this _____ day of _____, _____ AD

BETWEEN

The Municipal Corporation of the Town of Inuvik in the Northwest Territories
(hereinafter called the "Town")

AND

(hereinafter called the "Tenant")

The Town agrees to rent the Midnight Sun Recreation Complex for a _____ for the period from:

DAY/DATE	TIME OPEN	TIME CLOSE	EVENT TIMES	LOBBY AREA	COMM. CENTRE	MEETING ROOM #1	MEETING ROOM #2	OTHER	RENTAL CHARGE	EQUIPMENT CHARGE
									\$	\$
									\$	\$
									\$	\$
									\$	\$
									\$	\$
Sub-Totals									\$	\$
10% SURCHARGE									\$	\$
GST									\$	\$
TOTAL RENTAL CHARGE									\$	XXXXX
TOTAL EQUIPMENT CHARGE									XXXXX	\$
TOTAL										

Hereinafter called the "Said Term" and subject to the following terms and conditions:

Rate Per Day

Community Hall (capacity approx. 300):

Licensed Event \$900.00
Non-Licensed Event: \$600.00
Non-Profit Event: \$300.00
Wedding: \$300.00
Bereavement: \$50.00

Upstairs Meeting Rooms (per room):

Licensed Event: \$250.00
Non-Licensed Event: \$150.00
Non-Profit: \$50.00

Note: All of the above are subject to \$150.00 Security Deposit. Additional charges may apply to Special Functions, as specified by Council.

MIDNIGHT SUN RECREATION COMPLEX & CONFERENCE CENTRE RENTAL AGREEMENT
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I. TERMS

- (a) All bookings must be made with a \$150.00 refundable security deposit (or other amount as determined by Council for Special functions), per booking at the time of booking.
- (b) Any group with outstanding charges from previous events will not be allowed to use or rent Facilities until such charges are paid in full.
- (c) A group/club may hold a maximum of three (3) bookings at any one time, for each of which the \$150.00 Security Deposit (or amount as determined in Section A) is required at the time of booking.
- (d) Each booking must be paid in full five (5) working days prior to the event booked, or the Tenant forfeits the booking. Rates are specified in Section II (a).
- (e) If fees for an event have been waived by Council, or for any other reason, the group holding the event will still be required to make a damage deposit. Said damage deposit will be refunded to the Tenant following post-event inspection by the Events Co-ordinator and Facility Foreman. Conditions under sub-section I (d) will still apply.
- (f) Rescheduling is considered the same as a cancellation. To reschedule, the Tenant must do so and will be withheld \$50.00 from their \$150.00 refundable Security Deposit as an administration fee for cancellation.
- (g) The Tenant is solely responsible for making payment within the required timeframe.
- (h) Refunds will be given only if the group/club booking the facility advises the Town of the cancellation at least five (5) working days prior to the scheduled event. (A \$50.00 cancellation fee will be withheld from the \$150.00 Security Deposit).
- (i) Should the circumstances beyond their control force the Town to cancel the scheduled event, a refund of the full prepayment (including deposit) will be made to the Tenant.
- (j) The Tenant agrees with any additional terms as laid down by Council under Special Functions.

PAID – Before Booking \$150.00 (circle) Yes No	P.O. or L.C # (if applicable) #	DATE	SIGNED (Town Employee)
FACILITY CHECK After Booking	APPROVED (circle) Yes No	DATE	SIGNED (Recreation Foreman)
REFUNDED – After Booking (circle) Yes No	AMOUNT/DETAILS	DATE	SIGNED (Town Employee)

II. CONDITIONS:

1. The Tenant:

- (a) Shall be responsible for having staff or members present in the facility during the rental period, and be responsible for any and all security needed.
- (b) Shall be responsible for doing any decorating, subject to approval by Events Co-ordinator. No tape, nails or tacks of any kind may be used on walls. If you wish to hang decorations from the Community Hall ceiling, the Town of Inuvik will rent the Tenant, during regular facility hours, a Genie Lift plus Operator at the regular hourly rate.
- (c) Under no circumstances will the Genie Lift be used by non-authorized or non-Town of Inuvik Employee.
- (d) If the fees for an event have been waived by an order of Council, or for any other reason, the Tenant shall be responsible for all set up, take down, security and janitorial activities during the event, ensuring that the facility is in the same condition it was in when it was given to them. Any extra time spent by Recreation Staff cleaning up after such an event, as well as damages as per section (d) will be billed back directly to the Tenant.

MIDNIGHT SUN RECREATION COMPLEX & CONFERENCE CENTRE RENTAL AGREEMENT
Page 3

- (e) Shall enter the facility and vacate the facility within thirty (30) minutes of the start and end of the rental period, ensuring that all participants have departed from the facility. Tenants shall not enter earlier than regular facility opening time of 8:00 a.m. Requests to get into the facility earlier or stay after the said rental period must be approved by the Events Co-ordinator and Facility Foreman.
 - (f) Shall be liable for the costs of any extraordinary repairs required to correct damages attributable to the Tenant's use of the facilities during the said term. It shall be the responsibility of the Tenant to submit, in writing, a report of damages to the premises, prior to occupancy of the premises, to the Events Co-ordinator. Failure to comply with this requirement shall result in all damages found after termination of tenancy being attributable to the Tenant most recently occupying said premises. Such damages shall be billed directly to the Tenant.
 - (g) Shall agree to the seating capacity as follows:
 - Banquet Hall.....Maximum 325 persons
 - Divided Meeting Room.....Maximum 25 persons
 - Upstairs Full Meeting Room.....Maximum 50 persons
 - Arena Dry Floor.....Maximum 500 persons
- These numbers must include all staff/volunteers necessary to run each function.
- (h) Shall also ensure that any and all equipment, decorations or any item(s) not belonging to the Town of Inuvik be removed before 12:00 noon the next business day (except where prior arrangements are made with the Events Co-ordinator and Facility Foreman). Section 3 (b) shall still apply, otherwise the Tenant will be subject to paying any and all expenses incurred from the removal of these item(s) plus storage fees not to exceed one hundred dollars (\$100.00) per month. Neither the Town nor the movers will be held liable for any damages incurred during such said moving and storage. None of the above equipment is stored in areas designated to other organizations.
 - (i) The person or persons signing the rental agreement for the use of the Midnight Sun Recreation Complex Banquet Hall must be a member of the Executive of the club or group leasing that facility. If the person or persons signing the rental agreement is not an Executive member or does not have a letter of authorization from said club or organization, that person or persons will assume personal liability for rental fees and pursuant to the conditions outlined in paragraph (e).

2. The Town:

- (a) Agrees that all Tenant receipts are to be kept the sole property of the Tenant.
- (b) Shall not be responsible for the loss of any equipment, material or supplies not owned by the Town regardless of how such a loss shall occur.
- (c) Agrees that all facilities be functional and clean before the commencement of the said term and extra supplies and equipment be provided (see Part 5).
- (d) Retains the right to refuse rental of said premises for any reason.

3. Conference/Meeting Equipment:

The Midnight Sun Recreation Complex has presentation equipment for groups and organizations to use during the rental period. Included in the cost of the facility rental, please check off any of these items that you may require:

- _____ (2) flip charts (must bring your own paper)
- _____ overhead projector
- _____ large screen (mounted in the Banquet Hall)
- _____ portable microphone system Model L56B Serial 670133
- _____ podium
- _____ coffee urns
- _____ in-house sound system (Community Centre)
- _____ microphones (how many?)
- _____ lobby registration desk
- _____ conference phone (long distance charges will apply)

Note: The Tenant is responsible for the replacement value of any of the above equipment that they use should it be missing or damaged.

SCHEDULE "C"
MIDNIGHT SUN RECREATION COMPLEX FEE SCHEDULE

CATEGORY	BASE RATE Per Hour	GST	TOTAL
Ice Rental			
Youth	\$50.00	N/A	\$50.00
Adult	\$100.00	\$7.00	\$107.00
Adult Tournament	\$80.00	N/A	\$80.00
Youth Tournament	\$40.00	N/A	\$40.00
Arena Dry Floor			
Sport – Adult	\$50.00	\$3.50	\$53.50
Sport – Youth	\$25.00	N/A	\$25.00
Non-sport Event	\$1,000.00/day	\$70.00	\$1,070.00
Public Skating		FREE	

MEETINGS	BASE FEE	GST	TOTAL
Community Hall			
Licensed	\$900.00	\$63.00	\$963.00
Non-licensed	\$600.00	\$42.00	\$642.00
Non-profit, Non-licensed	\$300.00	\$21.00	\$321.00
Wedding	\$300.00	\$21.00	\$321.00
Bereavement	\$50.00	\$3.50	\$53.50
Upstairs Meeting Rooms			
Licensed	\$250.00	\$17.50	\$267.50
Non-licensed	\$150.00	\$10.50	\$160.50
Non-profit, Non-licensed	\$50.00	\$3.50	\$53.50

*All above subject to a \$150.00 refundable security deposit.

NOTE:

Youth: Activities/events involving participants 18 years and under. In order to receive the youth rate, over 50% of the participants must be 18 years and under.

Adult: Activities/events involving participants 19 years and over. *Events that have 50% or more participants who are 19 years and over will be required to pay the adult fee.

Licensed Event: Events that require a liquor license.

Non-licensed Events: Any event that is used for fundraising and any other event excluding a licensed event.

SCHEDULE “C”
MIDNIGHT SUN RECREATION COMPLEX FEE SCHEDULE
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Town of Inuvik
2001 Tradeshow Equipment Pricing

OPTION 1 – Set-up Included <i>(The Midnight Sun Conference Staff are responsible for set-up.)</i>	RATES
Standard 10 x 10 booth – with drape and skirted table and chairs	\$50.00
Standard 10 x 10 booth – with drape only	\$25.00
8’ high drape only	\$3.00 per linear foot
3’ high drape only	\$1.50 per linear foot
6’ skirted and table clothed tables	\$25.00
5’ skirted round and table clothed tables	\$15.00
OPTION 2 – Set-up not included <i>(The renter is responsible for set-up.)</i>	RATES
Standard 10 x 10 booth – with drape and skirted table and chairs	\$30.00
Standard 10 x 10 booth – with drape only	\$15.00
8’ high drape only	\$2.00 per linear foot
3’ high drape only	\$1.00 per linear foot
6’ skirted and table clothed tables	\$12.50
5’ skirted round and table clothed tables	\$7.50
CONFERENCE/MEETING EQUIPMENT	RATES
1 Kodiak Ektagraphic III Slide Projector	\$25.00 per day
1 Proxima Desktop Projector Model DP9210	\$100.00 per day
1 Toshiba Personal Laptop Computer TECRA 8000 System Unit	\$50.00 per day
Photocopier and Fax Machine	\$50.00 per day
1 TV/VCR Rental	\$25.00 per day
All inclusive equipment rental rate	\$150.0 per day
Genie lift machine plus operator, available 8am-5pm only	\$35.00 per hour

- Trade show drapery and equipment are for indoor use only.
- Prices do not include GST.

SCHEDULE “D”
MIDNIGHT SUN RECREATION COMPLEX LIGHTING POLICY
USER GROUPS

Group

Public Skating, SAMS School	One Bank of Lights (Central)
Casual Hockey, Figure Skating, Speed Skating, Minor Hockey	Two Banks of lights (Banks 2 and 3)
Old Timers, REC Hockey, Mixed REC Hockey, Intermediate Hockey	Three Banks of Lights (Banks 1, 2 and 3)

When Rink lights are turned on, bleacher lights are to be OFF.

Lighting for any other events will be allocated at the discretion of the Recreation Facility Foreman.

Any user groups wanting additional lighting can purchase it at the rate of \$20.00 per bank per hour.

Please contact the Town of Inuvik Recreation Department for further details, or to make arrangements to purchase additional lighting. User groups and individuals are reminded that this policy is a part of Town of Inuvik Energy Conservation Policy.

The Town of Inuvik wishes to thank you for your co-operation and understanding in this matter.