

# WM Sobey Indoor Sports Complex

## Facility Use & Allocation Policy

**Category: Operations**

**Responsibility: Facility Manager, HDSA Executive Director**

**Adoption Date: May 2021**

### **1. Purpose/Reason for Policy**

- a) To establish guidelines under which the Facility Manager, under the supervision of the Executive Director, will allocate, distribute and administer the use of its space, facilities and equipment in a way that is efficient and transparent.
- b) To share the rate schedule and identify costs that will be charged to user groups for use of space, facilities and equipment, operated by the Highland District Soccer Association (HDSA).
- c) To establish policies for the use of space and facilities operated by the HDSA.

### **2. Scope of this Policy**

This policy applies to all the physical spaces operated by the HDSA, which are available to book and applies to all individuals and groups who may book these spaces (either at a cost or no charge).

### **3. Policy Statement**

All individuals and groups booking spaces for rent (or at no cost), which are operated by the HDSA, must adhere to the procedures and guidelines outlined in the *Facility Use & Allocation Policy*.

### **4. Guiding Principles**

- a) To maximize the use of facility space.
- b) To prioritize the allocation of facilities by preferred activity.
- c) To be fiscally responsible.
- d) To allocate consistently and fairly, available facility space to user groups.
- e) To provide safe and accessible services for all user groups.

## 5. Definitions

The following definitions apply to this policy:

*Seasonal Allocation Period:* through tracking of rental patterns, user groups rarely book for the entire year and often fall into seasons of use. There are four seasons that are described in Section 6.1 - Fall, Winter, Spring, and Off-season.

*Non-profit organizations:* includes community sport organizations, schools, and municipalities

*Commercial events:* bookings that are being organized by for-profit enterprises or are for the express purpose of generating revenue for a third party business.

*User Group:* organization/entity that is submitting the request for use of the facility.

## 6. Reservations & Booking Procedures

### 6.1 Seasonal Allocation Periods

The calendar year has been divided into four seasons. All User Groups must submit the Facility Booking Request Form by the designated date to be included in the assignment process.

**Fall Allocation Period: November 1 to December 31**

Submit request by October 1st

**Winter Allocation Period: January 1 to February 28**

Submit request by December 1st

**Spring Allocation Period: March 1 to May 31**

Submit request by February 1<sup>st</sup>

**Off-Season Allocation Period: June 1 to October 31**

Submit request by May 1<sup>st</sup>

Users Groups interested in multiple season usage, can submit their request at the earliest intake. The Facility Manager will check in with the User Group at the beginning of each season to confirm that the details of the original request remain correct.

## 6.2 Reservation Review Process

All potential users of the Sobey Indoor Sport Complex shall be required to submit Facility Booking Request Form to the Facility Manager by email to [complex@highlandsoccer.ca](mailto:complex@highlandsoccer.ca)

A weekly schedule and special events schedule shall be prepared from the requests that were received.

A seasonal **User Group Meeting** will be held before the beginning of each season, to discuss the upcoming activities and resolve any scheduling conflicts that might exist. Final negotiations will occur at the meeting to finalize the upcoming seasonal schedule. A final schedule will be circulated to all groups within one week following the meeting. Contracts will be issued thereafter.

Any unresolved conflicts arising from the schedule shall be reviewed by the Executive Director. Each group involved with the sport facility request conflict will submit, in writing, to the Executive Director the rationale for their requirement. The following factors may also guide the final decision:

- User group historical use allocation.
- The degree in which the user group's time request has been met, apart from the conflict.
- The type and age of the user group as it relates to the period of time in conflict.
- If sport, the requirements of the activity involved. This would include requirements of governing sport bodies and logistics involved.
- The impact on fiscal operations.

## 6.3 Short Notice Requests

Reservations with less than **ten (10) days** advance notice will be accepted if resources allow.

## 7. Guidelines for Allocation of Space

7.1 The W M Sobey Indoor Sports Complex was built as a training facility for soccer and other sports during the winter months. Even in the early days, it was acknowledged that a variety of users would be necessary to sustain its financial viability.

Using the process outlined in Section 6, preference for bookings shall be given as follows:

- a) Non-profit organizations that offer soccer programming that spans a full season (see seasonal allocation periods in Section 6.1).
- b) Non-profit organizations that offer other sport and active recreation programming that spans a full season.
- c) Regular annual tournaments and special events.
- d) Individual/private/internal bookings for social connection & celebrations.
- e) Commercial events.

Request for facility use from other organizations for purposes beyond what is listed here will also be considered based on the remaining availability.

Any activity that is deemed necessary to maintain the fiscal responsibilities and continued operations of the Complex may take precedence over these preferences.

## **8.0 Fees & Charges**

### **8.1 Rental Fees for Facility Space and Equipment**

The charges that user groups are required to pay when making use of Indoor Sports Complex are determined based on the category of the user group as defined under Section 7.0 above.

The current fee structure is established under a separate policy and is posted and maintained on the W M Sobey Indoor Sports Complex website at <http://www.sobeysportscomplex.ca/>.

GST-HST is charged for all complex rentals, except for any activities where the participants are considered members of the HDSA and are youth age activities, with such activities exempt from GST-HST.

### **8.2 Equipment Rental**

Additional equipment fees may be charged for items such as tables and chairs, sports equipment, and audio/visual equipment. Requests for the use of equipment must be included in *the Facility Booking Request*. Equipment fees will be assessed based upon group size and requirements.

### **8.3 Set-up & Labour Charges**

Set-up for space, including tables/chairs or other equipment, must be requested at time of booking. Additional fees will be assessed for events requiring set-up, based upon group size and set-up requirements. Any additional costs associated with a rental will be passed on to the renter. In addition to set-up fees, examples include custodial, security, supervisor or maintenance needs. Rentals outside normal operating hours of the Sobey Indoor Sports Complex will be charged for all staffing costs.

### **8.4 Mandatory Event Management**

The HDSA reserves the right to require mandatory event management by Indoor Sports Complex staff at events or recreational/sport activities, based upon expected attendance, nature of event, facility type, or security and public safety concerns. If it is determined that mandatory event management is required for a rental group, labour and other charges will be at the cost of the renter.

### **8.5 Custodial Services**

Bookings that require additional cleaning or garbage removal, will have additional charges added to the contract, which will be at the cost of thereafter.

#### 8.6 Audio-Visual Services

Any arrangements for audio & visual services are the responsibility of the user group. Any equipment or set-up that will be used in the W M Sobey Indoor Sports Complex must be communicated at the time of booking.

#### 8.7 Catering

The complex possesses a Food Establishment License and staff have necessary certification to provide basic food services to clients. The Complex includes a small kitchen/canteen where food can be prepared and served. Users have the option to make arrangements with the complex to either provide catering services directly or through a third party. Alternatively, external catering service may be used, or individuals/groups may bring their own food/drinks into the W M Indoor Sport Complex.

It is expected that all catering service items will be removed from the facility at the completion of the event, or an additional clean-up fee may be assessed and applied to the final invoice.

#### 8.9 Parking

Parking is available onsite at no charge. Additional services can be provided for an additional fee.

#### 8.10 Use of Outside Contractors/Vendors

If any user wishes to utilize an outside vendor for event support (i.e., décor, lighting, sound, staging, tables and chairs, etc.), that vendor must be approved in advance by the Facility Manager. All outside contractors and vendors will be expected to satisfy mandatory insurance requirements or other requirements instituted by the HDSA. The HDSA reserves the right to refuse the use of any outside vendor at any time for any reason.

#### 8.11 Proof of Insurance

If requested, the user shall maintain in force, at their expense and for the period of time it uses the facilities or equipment, a comprehensive general liability insurance policy in a form and with limits satisfactory to the HDSA, covering bodily injury and property damage, with inclusive limits of at least two million dollars per occurrence, which policy shall contain a cross-liability clause and name the HDSA as an additional insured. The user shall provide evidence of such coverage satisfactory to Facility Manager at the HDSA's request.

#### 8.12 Rental Payment & Refunds

a) Multi-Week/Seasonal Bookings

- Require a payment schedule which will be included in the Facility Rental Agreement.
- All rental payments are due in full net at the day of the event (or last day of a booking where one or more dates are booked).

b) Special Events

- Deposits of \$25 or 10% (whichever is greater) is required at the time of booking to confirm the rental agreement.
- All rental payments are due in full at the day of the event (or last day of a booking where one or more dates are booked).
- A fee of \$25 or 10% of the full rental fee (whichever is greater) will apply for cancellations made within 10 days of the scheduled booking.

c) Payments

- Invoices can be paid by cash, e-transfer, cheque, Visa or Mastercard. Any cheques returned “non-sufficient funds” will be subject to a \$40 administrative fee.

#### 8.13 Inclement Weather

If inclement weather occurs, and the W M Sobey Indoor Sport Complex closes, users will have the option of rescheduling. Users are responsible for notifying all participants if a booking or event is closed due to inclement weather.

The process for dealing with situations *when a User Group cancels their program* due to weather/road conditions will be included in their Facility Rental Agreement.

#### 8.14 Authority to Cancel

The HDSA reserves the right to cancel a booking and to revoke any rights and privileges that may have been granted for facility use to an individual or group at any time without cause, notice, penalty or payment.

#### 8.15 Statutory Holidays

The W M Sobey Indoor Sport Complex shall generally be closed to the public, annually, on Christmas Day, Boxing Day, New Year’s Day and Easter Sunday unless otherwise directed. On Christmas Eve and New Year’s Eve, facilities will be closed at 12 noon and rentals limited to booking no later than 11:00 a.m.

#### 8.16 Outstanding Fees

Any group that has an outstanding balance for rental fees prior to the start of a new season shall not be allowed any rental time until the account balance is paid in full or other payment arrangements have been made with the Executive Director.

## 8.17 Fee Waivers to Support Local Charities

The HDSA will consider requests for facility rental fee waivers to provide in-kind support to local charitable organizations for events that support public health and safety, youth development, or local fundraising efforts.

In addition, fees may be reduced to reduce financial barriers for local organizations who work with the HDSA in support of an active, engaged and energized community.

The HDSA will grant complimentary space up to a maximum of three (3) registered charity organizations in each calendar year. Requests for complimentary space will be considered on a first-come, first-served basis. Any set-up requirements, cleaning, or staffing that may be needed for an event will be at an additional cost to the charitable organization.

Any such organization must follow the same seasonal booking procedures that apply to all bookings, but with a longer 3 months advance notice for any such activities. Additional services will be charged.

## 9. Safety and Access and Control

### 9.1 Additional Staff

Due to the many demands for facility use, and bearing in mind statutory requirements, the HDSA must always ensure the safety and security of all guests. The Facility Manager may request the provision of supervisory staff at their discretion or oversight for additional supervision by HDSA. Any costs associated with this will be the responsibility of the renter.

## 10. Facility Use Responsibilities

### 10.1 Adherence to Policy

All individuals and groups booking spaces for rent (or at no cost), which are operated by the HDSA, must adhere to the procedures and guidelines outlined in this *Facility Use & Allocation Policy*, as well as provisions listed in the Facility Rental Agreement.

### 10.2 Access to Space

Individuals and groups may only access the facility space identified in their Facility Rental Agreement and during the scheduled time - no extra time will be offered before or after the event. If use of another facility space is needed at the time of the rental, this must be requested through the onsite staff and will

be based on the availability of space and the discretion of staff. All charges for the additional space will be billed to the individual or rental group.

### 10.3 Smoke Free Facility

In accordance with the Smoke Free Places Act by the Province of Nova Scotia, the W M Sobey Indoor Sports Complex is a smoke-free facility.

<https://nslegislature.ca/sites/default/files/legc/statutes/smoke-free%20places.pdf>

### 10.4 Alcohol Usage

No alcohol is permitted on the premises, unless approved as part of the Facility Rental Agreement.

### 10.5 Pets

Pets are not permitted inside the W M Sobey Indoor Sports Complex, except for service animals or unless approved as part of the Facility Rental Agreement

### 10.6 Usage of Turf

Groups using the turf surface must abide by the guidelines outlined in Appendix A

## **11. Tournaments and Special Events**

The tournament or special events designated shall meet with the Facility Manager at least five (5) days before the tournament to ensure the facility use details are arranged and to ensure that information on needs is known.

The HDSA also has working agreements with various accommodation businesses in the area and can provide any such user group with assistance in blocking off several rooms at a discounted rate.

## **12. Policy Monitoring**

The Facility Use and Allocation Policy will be reviewed annually by staff. Any recommended changes will be presented for the HDSA's consideration by April of each year so changes can be communicated to users before the Fall allocation period.

Monitoring activities are completed to ensure the policy is meeting its intended purpose as stated in Section 1.

Monitoring activities may include but are not limited to:



- a) Reports on facility usage by preferred categories (Section 6).
- b) Fiscal success.
- c) User satisfaction survey.
- d) Feedback from Facility Manager & staff.
- e) Formal complaint mechanism.

## APPENDIX "A"

### Responsibilities for Use of Artificial Turf Field

This guideline outlines responsibilities for individuals and groups renting the artificial turf field at the Sobey's Indoor Sport Complex.

#### Guidelines

- All users must respect the start and end times as outlined in their contract.
- Maximum cleat size of 13mm (1/2") or less for all activities.
- Rugby shoes must be fitted with safety studs.
- Molded soccer shoes are recommended.
- Nothing may be inserted into the field (e.g., Posts, poles, wickets, etc.)
- Teams should change in designated changerooms, not outside.
- All users must receive prior approval from the Facility Manager before bringing any portable nets or heavy equipment on the field (balls excluded).
- For safety and for the sport teams spectators/parents must watch from the viewing area on the second floor.
- No smoking, pets (other than service animals), bicycles, or skateboards permitted.
- No food, gum, or sunflower seeds on the field
- Help us keep our facility clean. Use the receptacles provided for garbage and recycling.