



## THE CORPORATION OF THE VILLAGE OF FRUITVALE

### Facility Rental Rates Bylaw 878, 2016

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**WHEREAS**, the *Community Charter* authorizes Council of the Village of Fruitvale by bylaw to establish rates to be charged for the use of municipal facilities provided by the Village of Fruitvale.

**NOW THEREFORE**, Council of the Corporation of the Village of Fruitvale, in open meeting assembled, enacts as follows:

#### 1. CITATION

This Bylaw may be cited as "Village of Fruitvale Facility Rental Rates Bylaw 878, 2016".

#### 2. DEFINITIONS

**"BOOKING AGREEMENT"** means the terms and conditions, general and special arrangements, rules, specifications, and standards that form an integral part of an agreement or contract.

**"CANCELLATION FEE"** is a sum of money to be paid upon cancellation the agreement reservation after the cancellation deadline.

**"COUNCIL"** means the Council of the Corporation of the Village of Fruitvale;

**"FACILITY"** means any portion of the Fruitvale Memorial Hall or any other premises owned by the Village.

**"EMPLOYEE"** means an employee of the Village of Fruitvale including an officer.

**"PLACE SETTING"** means the group of dishes, cutlery, glasses, set at a place of each person at a meal.

**"RATES"** means charges for the facilities provided.

**"SCHEDULE"** means a schedule attached to and forming part of this Bylaw.

**"USER"** means an individual, organization or government using a facility.

**"VILLAGE"** means the Village of Fruitvale.

#### 3. GENERAL PROVISIONS

- a. Charges for use of municipal facilities will be levied in accordance with this Bylaw.
- b. Charges are considered to have been paid when payment is received at the office of the Village of Fruitvale.

- c. 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. Such agreement will include insurance provisions

#### 4. DAMAGE DEPOSITS

- a. The Village of Fruitvale has the right to charge users a security deposit equal to the anticipated rent to maximum of \$500.00
- b. Deposits will be retained until all keys are returned and all charges have been paid in full.
- c. Damage other than normal wear and tear will be repaired by the Village unless it is deemed necessary to hire a contractor, in which case the user will pay for all repairs.
- d. Items missing or broken, other than normal wear and tear, will be replaced by the Village and the user will be charged for the cost of replacement plus ten percent (10%).
- e. Users will be charged fifty (\$50.00) for keys not returned to the village office within (2) two hours on the first day of normal office operations.
- f. All damage, cleaning, and key loss charges are payable within (2) two working days of written notification by the Village. Users will not be permitted to use the facilities until all outstanding charges are paid in full.

#### 5. RATES FOR USE OF FACILITIES

- a. Advance bookings are required by all users.
- b. The use of the Village’s facilities is subject to availability.
- c. If a staff callout is required after normal working hours, a minimum charge of (4) hours will be charged to the user at the current labour rates plus overhead, plus ten (10) per cent.
- d. The following charges will be levied for use of the Fruitvale Memorial Hall:

AREA	RENTAL FEE
Main Hall with full kitchen	\$500.00 plus place setting fee \$1.00 per person
Main Hall – no kitchen – no table service	\$350.00
Confirmed access on day prior	\$100.00
Special rates for non-profit groups, club and community meetings <b>NO</b> table service and <b>NO</b> kitchen	\$175.00
Special Rates for non-profit groups, club and community meetings <b>WITH</b> kitchen and table service	\$175.00 plus place setting fee \$1.00 per person
Beaver Valley Recreation Programs – per session	\$10.00
Beaver Valley Lions Club Bingo – per session	\$150.00
Beaver Room small meeting room	\$30.00

## 6. REFUNDS AND CANCELLATIONS

### REFUNDABLE DAMAGE DEPOSIT

- a. Equal to amount of rent
- b. Damage deposit to be paid in full before keys will be released to renter
- c. Deposits will be retained until all keys are returned and all charges have been paid in full

### BOOKING & CANCELLATION POLICY

- a. Full Fee is Due on Hall Booking
- b. 75% refund on 6 month's notice
- c. 50% refund on 3 month's notice
- d. 25% refund on 1 month's notice

**No refund in last month** (compassionate considerations excepted)

READ A FIRST TIME this 12<sup>th</sup> day of December, 2016.

READ A SECOND TIME this 12<sup>th</sup> day of December, 2016.

READ A THIRD TIME this 12<sup>th</sup> day of December, 2016.

RECONSIDERED, FINALLY PASSED AND ADOPTED this 14<sup>th</sup> day of December, 2016.

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Mayor

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Chief Administrative Officer

CERTIFIED a true copy of Bylaw 878 cited as "Village of Fruitvale Facility Rental Rates Bylaw 878, 2016".

Dated this 14<sup>th</sup> day of December, 2016

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Chief Administrative Officer