

THE CORPORATION OF THE VILLAGE OF MONTROSE

BYLAW #682

A BYLAW TO ESTABLISH 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 Montrose, in open meeting assembled, hereby ENACTS AS FOLLOWS:

SHORT TITLE

1. (1) This Bylaw may be cited as the “**2010 COMMUNITY HALL RENTAL BYLAW**”

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) Notwithstanding section 2(1) of this Bylaw, the use of the basement hall shall be provided at no cost to:
 - (a) Montrose Community Chest, for the purpose of regular meetings;
 - (3) Except as provided in section 2(2) of this Bylaw, 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.
 - (5) All persons and organizations renting the Community Hall must be in possession of the following (if applicable):
 - a) “Serving it Right” and ICBC responsible drinking information for any event where alcohol service is to be provided;
 - b) “Foodsafe” as applicable for any event where the use of the kitchen to prepare food is to be provided;
 - (6) All persons and organizations renting the Community Hall understand that maximum capacities of the hall are as follows:
 - a) Upstairs portion - 113 people
 - b) Downstairs portion – 90 people
4. (1) If Staff or Council believes it to be in the best interest of peace and good government for the community, Staff or 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.
- (3) Bylaw # 611 is hereby repealed.

READ A FIRST TIME
 READ A SECOND TIME
 READ A THIRD TIME
 RECONSIDERED AND FINALLY ADOPTED

this 7th day of December, 2009
 this 21st day of December , 2009
 this 21st day of December , 2009
 this 4th day of January , 2010

 Mayor

 Village Clerk

Certified a true copy of Bylaw #682, as adopted

 Village Clerk

THE CORPORATION OF THE VILLAGE OF MONTROSE

BYLAW #682

SCHEDULE 'A'

2010 COMMUNITY HALL RENTAL FEE SCHEDULE

**MONTROSE COMMUNITY HALL
RENTAL FEE SCHEDULE**

1. Usage-Specific Rates	Rate	Deposit
a) WEDDINGS Main hall, full kitchen, bar, audio/video, day before and after for decorating & cleanup	\$ 250.00	\$ 250.00
b) NEW YEARS EVE PARTIES Main hall, full kitchen, bar, audio/video, day before for decorating	\$ 250.00	\$ 250.00
c) PRIVATE FAMILY DINNERS (dinner only, no party or dance) Main hall, full kitchen	\$ 125.00	\$ 250.00
d) OPEN HOUSE (e.g., Memorial Service, Anniversary, Tea) Main hall, partial kitchen	\$ 100.00	\$ 100.00
Basement hall	\$ 40.00	\$ 50.00
e) YOUTH BIRTHDAY PARTIES (parental supervision mandatory) Main hall, partial kitchen	\$ 40.00	\$ 50.00
Basement hall	\$ 30.00	\$ 50.00
f) YOUTH DANCES (parental supervision mandatory) Main hall, partial kitchen	\$ 100.00	\$ 250.00
g) MEETINGS, SEMINARS & GARAGE SALES (full day) Main hall, coffee service	\$ 50.00	\$ 50.00
Basement hall	\$ 30.00	\$ 50.00
h) MEETINGS & SEMINARS (half day) Main hall, coffee service	\$ 25.00	\$ 50.00
Basement hall	\$ 15.00	\$ 50.00
i) NON-PROFIT ORGANIZATION (adults – no party or dance) Main hall, partial kitchen	\$ 75.00	\$ 75.00
Basement hall	\$ 30.00	\$ 50.00
j) NON-PROFIT ORGANIZATION (youth - parental supervision) Main hall, partial kitchen	\$ 30.00	\$ 50.00
Basement hall	\$ 15.00	\$ 50.00
k) ADULT RECREATION GROUP (e.g., BVRC, Card Party) Main hall	\$ 10.00	\$ 10.00
Basement hall	\$ 10.00	\$ 10.00
 2. Default Rates	 Rate	 Deposit
Unless otherwise specified above, the rental rates For the Community Hall shall be those listed below:		
a) MAIN HALL	\$ 125.00	\$ 200.00
b) BASEMENT HALL	\$ 50.00	\$ 50.00
c) AUDIO / VIDEO EQUIPMENT (where not included)	\$ 15.00	\$ 50.00
d) FULL KITCHEN (where not included)	\$ 50.00	\$ 50.00
e) PARTIAL KITCHEN (where not included)	\$ 25.00	\$ 0.00
f) COFFEE SERVICE (where not included)	\$ 10.00	\$ 0.00
g) BAR FACILITY (where not included)	\$ 25.00	\$ 0.00
h) DECORATING ACCESS (after 5 p.m. - where not included)	\$ 20.00	\$ 0.00
i) DECORATING ACCESS (full day - where not included)	\$ 30.00	\$ 0.00

THE CORPORATION OF THE VILLAGE OF MONTROSE

BYLAW #611

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 Montrose 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)