

TITLE: Onoway Arena Policies & Operating Manual

APPROVAL: September 2019

EFFECTIVE DATE: September 17, 2019

POLICY STATEMENT: The Onoway Arena owned and operated by the Onoway & District Agricultural Society is a multipurpose recreational Facility serving the Town of Onoway and the surrounding region. The aim of ODAS is to provide a safe, inviting and environment that promotes recreation and culture in support of a healthy, and vibrant community.

PURPOSE: To provide for the orderly and consistent operation of the Onoway Arena.

PRINCIPLES:

A. DEFINITIONS

"Booking" means the process of renting all or portions of the facility for use or an event.

"Rental Fee" means the amount required to book use for the renter. The rental rate shall be determined by the ODAS board, and subject to GST.

"Business Day" means the next day from Monday to Friday 8:30 am to 4:30 pm excluding statutory holidays.

"Corporate/Private/Government" means rentals undertaken by a Corporation, Individual, or Government agency and shall include any event rentals licensed for alcohol use.

"Course" means any instruction supported by a lesson plan or curriculum.

"Damage Deposit" means the fee required to secure against any damages, cleaning or repair costs outside normal wear and tear caused by the renter. The deposit is not subject to GST and where applicable will be refunded within thirty (30) days of the event or use.

"Equipment" means any electrical, mechanical, hydraulic or pneumatic tools, clothing



or other items housed permanently or temporarily at the Facility and used for the purpose of maintaining and / or improving the Facility. It also encompasses any table, chair, property or other device utilized at the Onoway Arena whether owned ODAS, rented from a third party or owned by a tenant of the Onoway Arena.

- **"Event"** means any cultural, recreational, business or social occurrence at the Onoway Arena. This may be hosted by ODAS or other independent agency or organization.
- "Facility" means Onoway Arena 5004 53 Avenue Onoway AB, T0E1V0
- "Facility Manager" means the person hired or contracted by ODAS to oversee the daily operations of the Facility.
- "Facility Caretaker" means any employee or contractor hired by ODAS.
- "Facility Tenant" means a Corporate/Private/Government agency or Non-Profit Group that has a contract, lease, or rental agreement with ODAS for use of the Facility.
- "Facility Users" means a Corporation/Private/Government agency, individual or Non-Profit group that may not have a contract, lease, or rental agreement with ODAS for use of the Facility.
- "Ice Rental Agreement" means a written contract between ODAS and the Facility Tenant or Facility User for groups.
- "Lesson" means any private or semi-private personal training session.
- "Master Schedule" means a schedule of allocated ice times.
- "Program" means any regular scheduled activity that requires participants to register in and / or pay a fee prior to participation.
- "Rental Agreement" means a written contract between the Town and the Facility Tenant or Facility User and will be in the form of a Standard Rental Agreement, Equipment and Supplies Rental Agreement, Ice Rental Agreement, Condensed Rental Agreement or Sign Advertisement Agreement (attached as "SCHEDULE A, B, C, D and E").
- "Rental Fee" means the cost to a Facility Tenant or Facility User for renting the Onoway



Arena for a specific time allotment.

"Scheduling" means the process whereby a group or organization allocates ice access from their Booking to an individual team.

"Sponsor Company" means the business that has or will install Sponsor Sign in the Onoway Arena.

"Supplies" means materials, food and Equipment, needed to operate the Facility, or to carry out a task or activity

"Tentative Booking Period" means an interim period of a maximum of seven (7) days in which an event date is held to allow a client to formalize their Booking through signing of the appropriate Agreement and the payment of appropriate fees.

"ODAS" means the Onoway and District Agricultural Society.

B. GENERAL

1. Facility Operational Hours, Schedules and Closures

- a) The hours of operation for the Facility are based on the needs of Facility Tenants and Facility Users. Normal administration business hours for the Onoway Arena are to be managed by the Facility Manager during business hours Monday to Friday and weekends at the Facility Managers discretion.
- b) Onoway Arena will be closed Christmas Eve, Christmas Day, Boxing Day, New Year's Eve, New Year's Day, and Easter Sunday.

2. Emergency Information

- a) General and emergency contact numbers for the Facility shall be posted in visible locations throughout the building and various entry areas.
- b) Emergency Evacuation routes are posted in the building with the location of muster points indicated.

3. General Facility Booking Information



Onoway & District Agricultural Society ODAS

Onoway Arena Policies & Operating Manual

- a) A rental agreement will secure the rented area for the client. In any case a rental is not confirmed until the appropriate agreement has been signed and payment method approved.
- b) In general, an available rental will be tentatively held for a period of not more than seven (7) days to facilitate the confirmation process. The Booking is only confirmed once the appropriate Rental Agreement has been signed and the applicable Rental Fee paid, or payment method implemented.

4. Facility Rules and Regulations

- a) By entering the Facility or by enrolling in any Course, Lesson, Program or Event held at the Facility, Facility Users agree to abide by any Facility policy, follow any verbal direction provided by any ODAS employee, and to use the Facility at their own risk.
- b) The Facility has a zero-tolerance policy for harassment or bullying. Verbal or gestured profanity, provocation, pestering, intimidation, and fighting will not be tolerated. Such behavior will result in ejection from the Facility and suspension of Facility Privileges.
- c) Incidents of vandalism, theft, criminal trespass, break and enter and mischief will result in ejection from the Facility and suspension of Facility Privileges. These incidents will also be reported to the Royal Canadian Mounted Police.
- d) Any suspension of Facility Privileges will result in:
 - 1. First suspension minimum of thirty (30) consecutive days
 - 2. Second suspension minimum of ninety (90) consecutive days
 - 3. Third or subsequent suspension minimum of three hundred and sixty-five (365) consecutive days.
 - 4. Any appeal of suspension must be made in writing to the Onoway & District Agricultural Society Board, and to be received within fourteen (14) days of the suspension implementation.



Onoway & District Agricultural Society ODAS

Onoway Arena Policies & Operating Manual

In all cases, a written report as to the reasons for the suspension will be maintained by the Facility and kept on site.

- e) In order to meet the needs of Facility Tenants and Facility Users, unsupervised children creating a disturbance at the Facility will be asked to leave and their guardians will be notified. Continued disturbing behavior by the same children, will result in a meeting between the ODAS Board and the guardians to determine an appropriate course of action.
- f) Any Course, Lesson, Program or Event in which physical activity is required in areas floored with vinyl composite tile or linoleum will require Facility Users to wear non marking soles on their footwear during the physical activity. Similarly, bare feet, cleats, sandals, stocking feet or hard soled shoes will not be utilized in these same areas unless pre-authorized by ODAS. Shirts must always be worn in the Facility.
- g) The Facility is a pedestrian friendly area. Therefore, motorized conveyances, skateboards, roller skates, inline skates, push scooters, bicycles or mopeds are not to be used within the building. Any Course, Lesson, Program or Event that requires the use of such devices will be utilized only within certain confined areas where pedestrian traffic is discouraged or prohibited for the duration of the Course, Lesson, Program or Event. None of the provisions in this section will relate to aids to living devices.
- h) In accordance with the Public Health Act of Alberta guide dogs and service animals are welcome at the Facility. All other animals or pets may not enter in or remain within the Facility.
- i) Facility staff will not accept equipment, bags, parcels, valuables, materials, or supplies for safe keeping or storage. Dressing rooms and Facility Tenant storage areas will be supplied with suitable locks or safeguards to ensure a basic level of safe keeping.
- j) This Policy may change from time to time and without notice. When changes to this operational policy occur, the changes will be posted by ODAS.
- k) Smoking/vaping/marijuana is prohibited within the Facility. In keeping with



the Legislation of the Province of Alberta smoking is also prohibited within five (5) meters of any window, door, or intake vent.

- 1) Alcohol is prohibited within the Facility except as provided for by means of a liquor license or liquor permit.
- m) The Facility is stocked with appropriate cleaning supplies for Facility Users and Facility Tenants. Facility staff can supply the necessary cleaning supplies to keep an area clean or to replenish inventory where appropriate.

C. LOST AND FOUND

- 1. ODAS is not responsible for lost or stolen items at the Facility.
- 2. As a convenience, any found items turned into the Facility Caretakers office will be retained for thirty (30) days.
- 3. Any inquiries about found items shall be directed to the Facility Manager or Facility Caretaker on duty.
- 4. Unclaimed useable clothing or sports attire will be disposed of by turning them over to a charitable organization or the minor hockey give and take receptacle.
- 5. Unclaimed items of little or questionable value will be discarded into the trash.

D. SPONSOR SIGN ADVERTISING

- 1. Sponsor signs may be placed at the Onoway arena with the approval from ODAS.
 - 2. Rates are outlined by the User Groups.
 - 3. Signs will be prepared by the Sponsor Company at its own expense with the ODAS sign standards.



4. ODAS with help from User Group will install the Sponsor Signs during appropriate times for facility use.

F. EQUIPMENT AND SUPPLIES RENTALS - OFF SITE USE

- 1. Equipment and Supplies in the Facility are either the property of or under the control of ODAS. Facility Equipment and Supplies should not be misused or abused and when used by Facility Tenants or Facility Users should be returned in the same condition as originally supplied. Facility Tenants will be invoiced for damages, cleaning and/or repair costs to the Facility, Equipment or Supplies deemed outside normal usage or beyond fair wear or tear. Damages, cleaning or repair costs to Equipment or Supplies will be invoiced or charged against the Damage Deposit or to Facility Tenants or Facility Users. An additional twenty-five (25%) percent administration fee will be applied to all damages, replacement and/or repair costs.
- 2. Equipment and Supplies may not be removed from the Facility unless preauthorized by the Facility Manager or ODAS property owner. Equipment or Supplies may be rented to Facility Tenants or Facility Users for use outside of the Facility. In these cases, a Rental Agreement is required, and a Damage Deposit will be charged and held until the Equipment or Supplies are returned in good order. Any damage deemed outside normal usage or beyond fair wear and tear will be charged against the Damage Deposit plus the additional twenty-five (25) percent administration fee or invoiced as required.
- 3. In all instances it will be ODAS that replaces or repairs equipment and supplies.
- 4. No Equipment or Supplies will leave the Facility until the Rental Fee and Damage Deposit is paid in full.

G. ICE BOOKINGS

- 1. The Master Schedule is developed to create fair allocation of available ice.
- 2. The following priority ranking system will be used to develop the Facility Master Schedule and to resolve Booking request conflicts:
 - a) 1st Priority: Onoway Minor Hockey Association, Onoway Skating Club



Onoway & District Agricultural Society ODAS

Onoway Arena Policies & Operating Manual

and/or Youth Organizations

- b) 2nd Priority: Onoway Adult Organizations and Groups
- c) 3rd Priority: All other Facility Users
- 3. Bookings outside of 1st and 2nd priority requests for the upcoming ice season, including tournaments and Events, shall be submitted to the Facility Manager in writing during down season (June, July, August) of any given year. This information will be used to create the Master Schedule. Facility User and Facility Tenant requests received after this will be considered on a "first come, first served" basis.
- 4. Final approval of the Master Schedule rests with the board of ODAS. This will include resolution of any conflicts that arise with a meeting.
- 5. An annual user group meeting will be held during the month of June each year for the purpose of preparing the finalizing for the Master Schedule for the upcoming season.
- 6. For the purpose of renting ice, an ice Rental Agreement will be signed. The Ice Rental Agreement must be signed and returned to ODAS no later than September 15st or the requested ice time will be released for sale to other groups.
- 7. The Facility Manager employed by ODAS books ice usage, ODAS does not provide scheduler services for Facility Users or Facility Tenants. (example OMH ice use)
- 8. Where a Booking request conflict arises in the development of the Master Schedule, and the requests in question are determined by ODAS as equally justifiable, the higher priority ranked Facility User or Facility Tenant will be provided the ice time.
- 9. Facility Users or Facility Tenants shall book all scheduled playoff games during allocated Master Schedule times. If Facility Users or Facility Tenants require additional ice ODAS will attempt to facilitate Booking additional ice time.
- 10. All Facility Users and Facility Tenants require proof of Liability insurance in the amount of two million (\$2,000,000.00) dollars with ODAS as an additional insured. Users should consult the Facility Manager if they have any questions or



concerns.

- 11. Facility Users and Facility Tenants must provide ODAS with the name of their ice scheduler for Booking purposes. If applicable, an updated list of Board of Directors should also be submitted to ODAS and/or Facility Manager. The ice scheduler for each Facility User or Facility Tenant will communicate directly with the Facility Manager for any Booking changes. All changes are to be made by email to the Facility Manager. Only requests received from a designated ice scheduler will be acted upon by the Facility Manager.
- 12. Ice floods will be performed after each ice Booking unless otherwise requested by the Facility User or Facility Tenant and agreed to by the on-duty staff member. Ice floods may also be scheduled as deemed necessary by the on-duty staff member. The time allotted for an ice flood is fifteen (15 minutes). The time associated with floods occurring between two Bookings is not billable to any party. Flood times within a Booking (e.g. floods between periods, after warm-ups, etc.) will be included in the billing at the applicable rates.
- 13. Should a Facility User or Facility Tenant not be able to use a specific ice Booking from the Master Schedule, the appropriate ice scheduler will notify the Facility Manager by email or in writing, to release the ice to other possible renters, Facility Users or Facility Tenants. Notifications received a minimum of fourteen (14) days in advance of the Booking date. Notification received with less than the fourteen (14) day notification period will result in the Facility User or Facility Tenant being billed at the normal rate. This does not apply when Bookings are cancelled due to severe weather or uncontrollable situations.
- 14. Once league schedules are finalized (no later than November 25th), cancelled or unused ice will be billed to the Facility User or Facility Tenant at the applicable rate, unless resold.
- 15. For staffing purposes, the specific schedule for each tournament must be provided fourteen (14) days in advance to the Facility Manager, Concession Manager, and Facility Caretaker. Tournaments may be cancelled up to October 15th without penalty or advance notice requirement. Tournaments cancelled after October 15th will be billed at the applicable rate unless the ice time is resold to another Facility



User or Facility Tenant. The fourteen (14) day advance notice clause does not apply to tournament Bookings.

- 16. Dressing Rooms are provided for Facility Users or Tenants and are accessible as assigned. Keys can be obtained from Facility staff and must be signed out and in. Facility Users and Facility Tenants will be charged the actual replacement cost plus a twenty-five (25%) percent administration cost for keys not returned or lost. prior to signing the key back in.
- 17. Dressing rooms are to be left in a clean and tidy manner. Dressing rooms will be inspected by the Facility Caretaker. Facility Users or Facility Tenants will be charged for actual costs incurred for the extra ordinary cleaning of dressing rooms caused by the Facility User or Facility Tenant.

H. LICENSED EVENTS

- 1. Activities at the Facility involving liquor shall conform to all regulations and requirements of the Gaming and Liquor Act for the Province of Alberta. Where this policy conflicts with the Legislation or where the Legislation changes; the Legislation will be the guiding document.
- 2. The legal age for liquor consumption in the Province of Alberta is eighteen (18) years of age. Facility Users or Facility Tenants serving liquor where minors are present will ensure that the minors are accompanied & supervised by a parent or guardian and not served liquor. Likewise, appropriate measures will be taken to ensure minors are easily identified by servers, security and organizers.
- 3. Liquor service at the Facility will be supported by an appropriate license or permit which is prominently displayed. All servers, door supervisors and floor supervisors will be readily identifiable during the hours of operation.
- 4. Liquor service at the Facility will be supplemented by non-alcoholic drinks that are available at no charge or at a cost significantly lower than that of alcoholic beverages.
- 5. Prior to any licensed Event or Major Event occurring Facility Users or Facility Tenants will ensure an insurance policy of at least \$2,000,000.00 in liability insurance has been issued and that ODAS has been named as an additional



insured on this policy. A copy of the insurance policy information and a copy of the Special Events Permit will be supplied to the Facility Manager at least fourteen (14) business days in advance of the Event or Major Event or in extenuating circumstances as agreed to by the Facility Manager. More information is available from your insurance provider or at www.insurance-canada.ca. (ODAS Facility Manager can direct users to its insurer)

- 6. Facility Users and Facility Tenants will take appropriate measures to ensure that intoxicated or rowdy individuals or unsupervised minors are not allowed access. Likewise, Facility Users and Facility Tenants will take appropriate measures to prevent participants from becoming intoxicated; to refuse service to intoxicated or rowdy participants, to prevent service of liquor to minors and to ensure that unsupervised minors, rowdy, or intoxicated are safely removed from the Facility.
- 7. Any instances of violence must be reported to the local Royal Canadian Mounted Police by the Facility User or Facility Tenant at the time of occurrence.

I. PHOTOGRAPHY & VIDEOGRAPHY

- 1. The Onoway Arena is a use multi-purpose Facility utilized for Courses, Lessons, Programs and Events.
- 2. To protect personal privacy of Facility Users and Facility Tenants, all commercial photography and video shooting must be with the consent of all persons who appear in the captured images.
- 3. Under no circumstances will photographs or videos be taken in the washrooms or dressing rooms.
- 4. Photographers and videographers are not to disrupt ongoing Courses, Lessons, Programs or Events and shall always conduct themselves in a safe and professional manner.
- 5. Any damages incurred while taking photos or videos shall be the responsibility of the photographer or videographer who caused them or in the case where the photographer or videographer has been hired by a Facility User or Facility Tenant, the Facility User or Facility Tenant shall be responsible.



- 6. Nothing in this section will be construed to imply that families, organizations or clients cannot photograph or video their own activities if consideration is given to the appropriateness of the content.
- 7. The Facility incorporates a system of security cameras. These cameras are not located in areas of expected privacy. The images are used only for the purpose of Facility security and in keeping with the Freedom of Information and Protection of Privacy Act, will not be utilized for any other reason.

J. FREEDOM OF INFORMATION & PROTECTION OF PRIVACY ACT

1. ODAS adheres to the Provincial Freedom of Information and Protection of Privacy (FOIPP) legislation to ensure confidentiality. The FOIPP Act provides those seeking information from public bodies rights of access, while at the same time protecting the privacy of personal and confidential information. All personal information collected will be accessed, used and disclosed by the Town in accordance with the Freedom of Information and Protection of Privacy Act.

End of policy.