

I, W. d'Easum, Director of Corporate Services for the Regional District of Central Okanagan, do hereby certify that the following 21 pages comprises a true and correct copy of Bylaw No. 1107, which was adopted by the Regional Board on the 11th day of April, 2005 and has been consolidated to include amending Bylaw Nos. 1188-2006.

Dated at Kelowna, B.C. this
2nd day of October, 2006.



W. d'Easum, Director of Corporate Services

REGIONAL DISTRICT OF CENTRAL OKANAGAN

BYLAW NO. 1107

CONSOLIDATED

(Includes Amending Bylaw No. 1188)

Being a bylaw to make rules and regulations governing the management, control and usage of property for recreation facility purposes.

WHEREAS the Regional District of Central Okanagan operates services of a recreation complex and seniors center under the Regional District of Central Okanagan Mount Boucherie Recreation Complex and Westside Senior Citizens Activity Centre Local Establishment Bylaw No. 408, 1989 and the Johnson-Bentley Aquatic Centre Specified Area Establishment and Loan Authorization Bylaw No. 329, 1987 and the Westside Recreation Services and Activities for Youth Local Service Establishment Bylaw No. 753, 1997.

AND WHEREAS the Regional District of Central Okanagan wishes to make rules and regulations governing the management, control and use of recreation facilities.

NOW THEREFORE THE REGIONAL DISTRICT OF CENTRAL OKANAGAN IN OPEN MEETING ASSEMBLED, ENACTS AS FOLLOWS:

1. This bylaw may be cited for all purposes as the "Regional District of Central Okanagan Recreation Facilities Regulation Bylaw No. 1107, 2005".
2. The Regional District of Central Okanagan Parks Regulation Bylaw No. 755, 1997 and all amendments thereto are hereby repealed.
3. **DEFINITIONS AND INTERPRETATION:**
 - (1) In this bylaw the following words and terms shall have the meaning hereby assigned to them.
 - (a) **"At Large"** means not being attached to a leash, not more than 2 (two) metres in length held under direct and constant control by a person.
 - (b) **"Board"** means the Regional Board of the Regional District of Central Okanagan.

- (c) **“Director”** means the Director of Parks and Recreation or persons authorized by the Director.
 - (d) **“Driveway”** means any way or thoroughfare set apart and improved for the use of pedestrians, vehicular or animal traffic, within any recreation facility.
 - (e) **“Dusk”** means 30 (thirty) minutes later than the official sunset time for Kelowna, BC as recorded by the Ministry of Water, Land and Air Protection.
 - (f) **“Household or other garbage”** includes garbage, trash, refuse, cans, bottles, papers, ashes, cuttings or other waste of any kind that is not generated by a person in connection with reasonable recreation facility use.
 - (g) **“Litter”** means any garbage, cans, bottles, papers, ashes, refuse, cuttings, trash or rubbish generated by a person while at the recreation facility engaged in activities ordinarily connected to reasonable recreation facility use.
 - (h) **“Owner”** means in respect of an animal or bird, the person who is possessor or harbourer.
 - (i) **“Physical game”** includes baseball, softball, football, soccer, rugby, cricket, lacrosse, hockey and other similar sports.
 - (j) **“Region or RDCO”** means the Regional District of Central Okanagan.
 - (k) **“Vehicle”** means and includes all conveyances for the carriage or transport of persons, passengers, goods or materials, whether drawn by animals or propelled or pulled by any mechanical or muscular device or other motive power whatsoever, and shall include trailers, bicycles, tricycles, in line skates and skateboards.
 - (l) **“Permit or Contract”** means the granted written permission under this bylaw, authorizing access, activity or a course of behaviour or conduct in or on any RDCO Property.
 - (m) **“Recreation Facility”** means any building or grounds owned by the RDCO.
- (2) The intent of this bylaw is to permit the reasonable use of recreation facilities by the public in a manner that accommodates individual rights, including the rights of freedom of assembly and freedom of expression, within the context of operating recreation facilities that are intended to provide the benefits of recreation and enjoyment for the general community.
 - (3) Recreation facilities are intended to offer recreational opportunities for the public in arenas, halls, senior centers, swimming pools and youth centres.

4. LITTER

- (1) No person shall deposit or leave litter in a recreation facility except in the receptacles provided for such purpose.
- (2) No person shall deposit any household or other garbage in a recreation facility.

5. PHYSICAL GAMES

- (1) No person shall play a physical game in a recreation facility contrary to the rules and regulations posted in the recreation facility or attached to the permit to regulate such game.
- (2) A permit pursuant to this bylaw is required to be obtained by the organizer before a tournament, organized sport or series of physical games is held in a recreation facility.
- (3) No person shall play a physical game in a recreation facility except upon or in such portions thereof as are specifically designated for such purpose by signs posted or as authorized on a permit pursuant to this bylaw.

6. DAMAGE

- (1) No person shall damage, destroy, deface or vandalize a recreation facility.
- (2) No person shall damage, destroy, deface or vandalize cut, break, pull up, injure, in whole or in part, plants, building facilities or appurtenances in a recreation facility.
- (3) No person shall damage, destroy, deface or vandalize any signs or regulations posted in a recreation facility by the Region.

7. WILDLIFE AND DOMESTIC ANIMALS

- (1) No person being the owner of any animal or bird shall allow such animal or bird to be at large in or around a recreation facility, with the exception of guide animals or with a special use contract.

8. NUISANCES AND DANGERS

- (1) No person shall engage in violent acts in a recreation facility.
- (2) No person shall engage in lewd or sexual acts in a recreation facility.

9. USE OF FIXTURES

- (1) No person shall climb, walk or sit upon any wall, fence or other structure in a recreation facility unless the wall, fence or structure has been designed and designated for such use.

10. LIQUOR

- (1) No person shall possess or consume liquor in a recreation facility except in premises where the liquor is possessed pursuant to and in compliance with a license issued under the *Liquor Control and Licensing Act*, (British Columbia).
- (2) No person shall possess or consume liquor in a recreation facility except in premises where the liquor is possessed pursuant to and in compliance with a permit issued by the RDCO.

11. ASSEMBLY

- (1) No person shall conduct any procession, march, drill, performance, ceremony, concert or other special event in a recreation facility without first obtaining a permit for such purpose from the Region.
- (2) No person shall obstruct or interfere with any person who is lawfully using any recreation facility, except that where a person holds a contract for an exclusive specific use for all or part of a recreation facility that person may inform others of their exclusive occupancy and use of that portion of the recreation facility which is subject to the contract by displaying their contract. No authority is granted or transferred to the contract holder to physically restrict access to or remove from the permitted area any individual who is not the contract holder or a member of their party.
- (3) No person shall obstruct or interfere with the exclusive occupancy and enjoyment of a contract holder within an area for which they hold an occupancy contract during those times designated on the occupancy contract.

12. FIRE PREVENTION

- (1) No person shall throw or place upon the ground in or on the surrounding property of a recreation facility a lighted match, burning cigarette, burning cigar or other burning material.
- (2) No person shall carry or have in his possession a burning cigarette, cigar or a pipe containing burning tobacco or burn tobacco or any other smoking material in any manner within a recreation facility.
- (3) No person shall smoke within four (4) metres of any Recreation Facility entrance.

13. COMMERCIAL ACTIVITIES

- (1) No person shall sell or expose for sale any refreshment, article, merchandise or thing in a recreation facility except as authorized by a permit pursuant to this bylaw.
- (2) No person shall conduct business or provide a commercial service in a recreation facility except as authorized by a permit issued pursuant to this bylaw.
- (3) No person shall post up, paint or distribute advertisements or handbills of any kind in a recreation facility, unless approved by facility staff.
- (4) No person shall remove for personal or commercial purposes any thing from a recreation facility.
- (5) No person shall contravene the directions, instructions or prohibitions set out in any sign posted in a recreation facility pursuant to the provisions of this bylaw.

14. VEHICLES AND USE OF ANIMALS FOR TRANSPORT

- (1) No person shall grease, wash, clean or repair any vehicle in or within the property of a recreation facility except where repairs are necessitated because of the breakdown of a vehicle in or adjacent to a recreation facility.
- (2) No person shall, in any recreation facility, park a vehicle or allow a vehicle to stand or remain parked during the hours that the recreation facility is closed pursuant to this bylaw.
- (3) No person shall ride or drive any horse or other animal or drive or propel or permit to be driven or propelled any vehicle within the property of a recreation facility except upon a driveway made and provided for such purpose unless otherwise posted.
- (4) No person shall, in a recreation facility, drive any animal or vehicle upon any driveway that is designated for the use of pedestrians by a sign posted pursuant to this bylaw, provided, however, mobility chairs and baby carriages shall be allowed on such posted paths but the same shall not be permitted to interfere with the free use of such paths by pedestrians unless otherwise posted.
- (5) No person shall drive a vehicle on the property of any recreation facility that is closed pursuant to the provisions of this bylaw.
- (6) No person shall, on the property of any recreation facility, ride or drive any horse or other animal or drive or propel any vehicle in excess of the speed posted on a sign limiting the rate of speed for such driveway.
- (7) No person shall, on the property of any recreation facility, ride or drive any horse or other animal or drive or propel any vehicle in a manner that is unsafe or a nuisance or danger to other persons or animals or property within the recreation facility.
- (8) No person shall, on the property of any recreation facility, fail to bring his horse, animal or vehicle to a stop upon the direction of a Peace Officer or any person authorized by the Region to supervise traffic within the property containing the recreation facility.
- (9) No person shall, on the property of any recreation facility, fail to stop a vehicle or animal under control of such person whenever any horse or other animal shows signs of fright or getting out of control as a result of the movement of such animal or vehicle.
- (10) No person shall, on the property of any recreation facility, ride or drive any horse or other animal or drive or propel any vehicle in any direction on any driveway contrary to a sign erected pursuant to the provisions of this bylaw.
- (11) No person shall, on the property of any recreation facility, use, stop on, occupy or travel along or upon any roadway in such manner as to obstruct or interfere with any person lawfully using the same.

- (12) No person shall, on the property of any recreation facility, park a vehicle in any area except in areas designated for such purpose.
- (13) No person shall drive any vehicle at a speed greater than 15 kmph on any driveway in a recreation facility unless otherwise posted.
- (14) No person shall park in a parking stall for the disabled unless their vehicle displays a valid permit for disabled parking.

15. AUTHORITY OF THE DIRECTOR OF PARKS AND RECREATION

- (1) The Director is authorized to order to be removed or cause to be removed from a recreation facility:
 - (a) any obstruction placed therein contrary to the provisions of this bylaw.
 - (b) any thing erected therein contrary to the provisions of this bylaw.
 - (c) any vehicle parked or left standing therein contrary to the provisions of this bylaw.
 - (d) any sign placed therein contrary to the provisions of this bylaw.
 - (e) any motor vehicle being used or driven in a manner contrary to the provisions of this bylaw.
- (2) The Director may cause signs to be erected in recreation facilities that:
 - (a) designate the maximum speed to be traveled by vehicles in driveways.
 - (b) designate areas and times where parking of vehicles is permitted.
 - (c) designate the direction that vehicles are to travel upon driveways.
 - (d) designate areas that are to be used for certain functions or purposes.
 - (e) set out rules and regulations governing the use of certain facilities.
 - (f) designate areas in which certain activities are prohibited.
 - (g) limit the use of driveways or other facilities.
 - (h) give warning of danger.
 - (i) prohibit entry to the recreation facilities.
 - (j) designate hours of operation.
- (3) The Director may issue permits to persons or organizations which authorize:
 - (a) the use or the exclusive specific use of a recreation facility or portion of a recreation facility for sports tournaments under the terms and conditions set out in such permits for periods up to 7 (seven) days or for the season of the sport.
 - (b) the selling of refreshments, articles, merchandise, or the conducting of business in accordance with the adopted policies of the Board.
- (4) Effective July 1, 2005 the Director is authorized to charge the fee set out in **Schedule A** for a permit for the use or exclusive specific use of a recreation facility or portion thereof.
- (5) Effective July 1, 2005 the Director is authorized to collect and hold a damage deposit in the amount set out in **Schedule A** where a permit is issued for the use

or exclusive specific use. Such deposit to be returned less any monies expended to repair damages.

- (6) The Region will not withhold a permit unless the proposed assembly:
- (a) would be too large to be reasonably accommodated in the recreation facility without damaging the recreation facility or without materially impairing the reasonable use or enjoyment of the recreation facility by other persons;
 - (b) would involve activities that are likely to cause damage to the recreation facility of a type that the Region considers unreasonable given the nature of the recreation facility; or
 - (c) would create a risk of dispute or interference with other persons using the recreation facility that would impair the ability of other persons to make reasonable use of the recreation facilities.

16. ENFORCEMENT

- (1) Where the Director removes or causes to be removed a vehicle or thing from a recreation facility pursuant to Section 14(2) of this bylaw, such removal shall be at the expense of the person who caused such structure, vehicle, sign or other thing to be within the recreation facility contrary to the provisions of this bylaw.
- (2) Any vehicle, structure or other thing removed pursuant to the provisions of this section may be moved to a place of safe keeping and the cost of storage at such place shall be paid by the person claiming ownership of such object in addition to the cost of removal. If the owner of such vehicle, structure or thing has not claimed the same within 30 (thirty) days of its removal from the recreation facility it may be disposed of by sale or destruction as directed by the Board.
- (3) (a) If a vehicle is removed and not reclaimed within 3 (three) days, and the vehicle bears a current licence plate the registered owner shall be given notice by registered mail of the location of such vehicle at the address of such registered owner as shown on the records of the Motor Vehicle Branch.
- (b) If the registered owner fails to claim the vehicle within 30 (thirty) days and pay the cost of removal and storage then the vehicle may be sold by public auction and any price obtained for such vehicle shall be applied first to the cost of removal and storage and secondly the balance, if any, shall be paid to the registered owner as shown on the records of the Motor Vehicle Branch

17. EXEMPTIONS

Notwithstanding anything contained in this bylaw, the officers, officials, employees and contractors of the Region, while carrying out their duties, or performing their functions shall be exempt from the provisions of this bylaw.

18. PENALTY

Every person who contravenes a provision of this bylaw is liable, on summary conviction, to a fine not exceeding \$10,000.00, or upon conviction of a ticket offence under the Municipal Ticket Information bylaw to the applicable fine imposed under that bylaw.

SCHEDULE A

(Regional District of Central Okanagan Recreation Facilities Regulation Amendment Bylaw No. 1188, 2006)



**GENERAL CONDITIONS AND FEES FOR THE RENTAL OR
USE OF REGIONAL DISTRICT OF CENTRAL OKANAGAN
RECREATION FACILITIES**

GENERAL PRINCIPLES FOR REGIONAL DISTRICT OF CENTRAL OKANAGAN RECREATION FACILITIES RENTALS, FEES & CHARGES

1. The Regional District of Central Okanagan (RDCO) has an obligation to sponsor, within constraints of limited available public resources, recreation services which:
 - a. meet socially and environmentally worthwhile goals and objectives and clearly demonstrate a benefit to residents serviced by each of the parks and recreation services provided;
 - b. are, as far as reasonably possible, accessible to all residents of the Central Okanagan;
 - c. to the extent that public subsidy of these recreation services is justified and is required, it should be provided.
2. Fees and charges should supplement tax appropriations as a source of revenue for the Parks and Recreation Department of the RDCO and should not be the primary revenue source for the operation of the department.
3. Using public sector funds with the objective of undermining the ability of the private sector to compete in the market place is unacceptable. Taxes should never be used unfairly to compete with the private sector. However, if the public good needs to be realized, and the private sector is unwilling or unable to realize it at a price that is affordable by the target market, the public sector can justify competing with the private sector to realize those public benefits.
4. Cost of administering and collecting revenues should be proportionate to the actual revenue gained.
5. The extension of the Parks and Recreation Department services should be based on the need and not the income value of the services.
6. Special services or exclusive privileges should entail a charge:
 - a) expendable materials – arts & crafts supplies
 - b) consumable materials – food
 - c) specialized instruction – pottery, dance, gymnastics
 - d) high cost facility – pool, arena, field, complex, community centre
 - e) use of equipment – kitchen, sport, chairs, tables, audio-visual
 - f) protection of property – personal, parking
 - g) exclusive occupancy – ice, floor, parking, building
 - h) admissions – skate, swimming, dance, show
7. Recreation public program delivery is considered the highest priority in use of recreation facilities. Allocation of recreation facilities will be in accordance with the following order of priority:
 - a) Community programs (i.e. Public skating, Let's Play, Pilates, etc.)
 - b) Organized recreational use (non exclusive organized sport)
 - c) Non-profit or fundraising initiatives that have a direct relationship with the delivery of Recreation services
 - d) Other Private and / or Commercial Users
8. With regard to recreation facility allocation priorities above, it must be recognized that no single use shall unreasonably monopolize or disrupt the operation of any other use.

9. In recognition of the community social and economic benefits associated with Provincial and National Tournaments and Competitions, Conferences and Major Special Events in the community, the Director of Parks and Recreation may adjust the fees and charges for these events, when the same can be accommodated without severely impacting the two highest allocation priorities identified above, and as deemed as appropriate after a thorough review of the individual proposal.
10. All fees subject to the Goods and Services Tax (G.S.T.) unless otherwise specified.
11. Fees and Charges Categories
- | | |
|---------------|--|
| Child | 12 years and under |
| Youth/Student | 13 to 17 years/or valid student card |
| Adult | 18 to 64 years |
| Senior | 65 years and over |
| Family | maximum 2 Adults & 3 Children under 18 years of age and adult must accompany children into family sessions |

**GENERAL CONDITIONS FOR RENTAL OR USE OF A
REGIONAL DISTRICT OF CENTRAL OKANAGAN (RDCO)
RECREATION FACILITY**

CONTRACT/USE AGREEMENT:

1. The Director of Parks and Recreation or designated authority reserves the right to approve or deny any recreation facility use request in order to ensure an appropriate schedule of activities at any RDCO facilities.
2. All recreation facility use agreements are to be documented with the standard contract form and invoiced accordingly.
3. The renter/user must understand and agree to all specific rules and regulations as printed on the contract with respect to other terms and conditions for the use of the facility.
4. Each recreation facility use agreement covers only the provision of the standard facility with the normal maintenance staff.

LIABILITY/INSURANCE:

1. Any personnel required to operate an event is the sole responsibility of the party renting the recreation facility (i.e. ushers, doormen, ticket takers, security). The type and number of personnel must be sufficient to ensure that no person violates the laws of the Province of British Columbia, and/or the Statutes of Canada and/or the Bylaws of the RDCO.
2. The renter/user shall be liable for any loss or damage and assume all risk for same, including injuries to any person, arising out of the use of the facility, and shall be required to carry appropriate liability insurance as specified by RDCO. Any damages in excess of the damage deposit will be invoiced to the user.
3. The renter/user must, prior to the signing of the contract, obtain and maintain comprehensive general liability insurance including, without limitation, coverage for the indemnity provided herein, on terms satisfactory to the RDCO. The RDCO must be included as "additional insured". Such policy shall be written on a comprehensive basis with inclusive limits of not less than \$2,000,000.00 per occurrence, including \$2,000,000.00 for bodily injury and/or death to any one or more persons including voluntary medical payments and property damage, or such higher limits as the RDCO may require from time to time. The policy shall contain a clause providing that the insurer will give the RDCO thirty (30) days prior written notice in the event of cancellation or material change. The renter/user must provide the RDCO with evidence of such insurance coverage in the form of an executed copy of a Certificate of Insurance in a form satisfactory to the RDCO. It shall be the sole responsibility of the renter/user to determine what additional insurance coverage, if any, including but not limited to Workers Compensation and Participants Insurance, is necessary and advisable for its own protection and/or to fulfill its obligations under the agreement. Any such additional insurance shall be maintained and provided at the expense of the renter/user.
4. The renter/user shall not permit over-crowding by spectators and/or participants in excess of the limits set by the Fire Commissioner, and shall not permit blocking of hallways, exits or other means of egress.

DEPOSITS/FEES/CHARGES:

1. All fees and charges must be paid fourteen (14) days prior to the first day of the event to validate the contract with the exception of users identified in Clause 5 below.
2. The RDCO reserves the right to demand payment of all charges at the time of signing the contract.
3. Rental and damage deposits must be paid by cash, credit card or cheque (payable to RDCO) and will be processed upon receipt.
4. Non-profit or complimentary use of a recreation facility by any organization must also include signing a contract for said usage in the usual manner. This non-profit or complimentary use is not exempt from any applicable S.O.C.A.N. assessment and/or insurance premiums.
5. Associations that rent recreation facilities on an ongoing basis, such as minor hockey, figure skating, ringette, square dancers and other qualified groups, will be invoiced at the end of every month and payment is required within thirty (30) days of receiving the invoice.
6. One-time or casual renters must be prepaid, as per clause 1 above, unless other arrangements have been agreed upon with RDCO.
7. Any person or organization renting facilities on a "per game" basis will pay the appropriate rent as negotiated, which will include any necessary maintenance time.
8. School rates, if applicable, apply only during regular school hours.
9. Any event that extends beyond the normal facility working schedule will be required to pay the additional labour costs. Any requests for use on a Statutory Holiday will be considered on an individual basis as most recreation facilities are closed. The RDCO reserves the right to charge for the extra labour costs associated with Statutory Holiday bookings at a minimum four (4) hour charge.
10. The RDCO reserves the right to determine the amount of rental and damage deposits. The rental deposit will be applied to the rental. The damage deposit will be returned, less costs for any incurred damages. A separate damage deposit must be made for each event.
11. Tentative bookings will only be considered to a maximum of **twelve (12) months** in advance of the intended first event booking.
12. All tentative bookings must provide confirmation of the booking **sixty (60) days** prior to the event and a facility rental deposit of fifty percent (50%) of the required fees and charges (or as negotiated) is required to hold the tentative booking.
13. In the event of a rate change, the rate identified in the appropriate service Regulation bylaw approved at the time of the booking will prevail.

FACILITY BOOKING CANCELLATION POLICY:

1. The Facility Booking Cancellation Policy applies to all RDCO Recreation Facilities in which user fees or facility rental charges are applied as set out by the associated recreation facility Regulation bylaw.
2. For non-regular bookings greater than three hours in duration, cancellation in writing for functions must be received at least sixty (60) days in advance. If cancellation notification is received by the RDCO **less than sixty (60) days** prior to the booking, the rental deposit will be forfeited. For non-regular bookings greater than three (3) hours in duration, cancellations received **less than fourteen (14) days prior** will forfeit full charges for the intended use or rental.
3. For non-regular bookings up to three (3) hours in duration, cancellation in writing for functions must be received at least thirty (30) days in advance. If cancellation notification is received by the RDCO **less than thirty (30) days** prior to the booking, the rental deposit will be forfeited. All cancellations received **less than fourteen (14) days prior** will forfeit full charges for the intended use or rental.
4. For regular bookings, cancellation in writing must be received five (5) business days prior to the booking.
5. Bookings made where there is less than the minimum cancellation time period will require payment by cash or credit card at the time of the booking.

***NO EXCEPTIONS WILL BE MADE TO THE FACILITY BOOKING CANCELLATION POLICY UNLESS AUTHORIZED BY THE DIRECTOR.**

OTHER:

1. **ALL buildings are designated NON SMOKING** (refer to RDCO policy 266/00).
2. **NO ANIMALS**, except guide animals, are permitted in buildings unless authorized in the contract.
3. The use of any RDCO sound system installed in a building can be included in the general contract.
4. Admittance to the building prior to the time stated on the contract can only be made with the express permission of the Director of Parks and Recreation or designate.

ADDITIONAL LICENSING:

1. Consumption of alcoholic beverages is strictly forbidden, with the exception of licensed functions. Licensed functions must be approved by the Chief Administrative Officer or designated authority before obtaining a Liquor Permit from the RCMP or any other permit-issuing agency. The Regional Board may in the future adopt additional regulations regarding the consumption/possession of alcohol in all of its parks/facilities.
2. The renter agrees to abide by the "Designated Driver Program" policy resolution #627/97.

**MOUNT BOUCHERIE ARENAS
2760 CAMERON ROAD, KELOWNA, B.C.**

Jim Lind Arena

- ice surface: 85' x 200'
- 4 dressing rooms
- ice event capacity: 285
- ice in hours of use: 5:00 am to 2:00 am (August 15 to April 30)
- dry floor event capacity: 1,400
- dry floor hours of use: 6:00 am to 1:00 am

Royal LePage Place

- ice surface: 85' x 200'
- 6 dressing rooms
- ice event capacity: 1500
- ice in hours of use: 5:00 am to 2:00 am (August 15 to April 30)
- dry floor event capacity: 2,500
- dry floor hours of use: 6:00 am to 1:00 am

GENERAL REGULATIONS FOR USE:

1. The Director of Parks and Recreation may require that a renter engage the services of bonded uniformed security personnel at certain functions and may stipulate the numbers of such security personnel.
2. The renter shall strictly adhere to the Fire Commissioner's regulations.
3. The renter shall not allow more people in the facility than specified.
4. The renter shall be liable for any damage to the building occurring as a result of the renter's use during the renter's contract time.
5. Dressing rooms will be available to the renter thirty (30) minutes before, and thirty (30) minutes after an event or practice, as defined in the Contract.
6. The renter shall not use any electrical outlets without prior approval from the Facility staff.
7. No imaging or recording devices permitted within any dressing room or washroom.
8. The renter is not permitted to install or use a closed circuit T.V. in any part of this building.
9. No posters to be installed without prior approval.
10. Any Renter or User Group using this facility not obeying the rules set out by the RDCO may be denied use for a time specified by the Director of Parks and Recreation or designated authority.
11. Any renter of this facility will be responsible to ensure that no person violates the laws of the Province of BC and/or Statutes of Canada or Regional District of Central Okanagan bylaws.

**MOUNT BOUCHERIE HALL
2760 CAMERON ROAD, KELOWNA, B.C.**

FACILITY:

- Capacity: Up to 300 people
- Four (4) meeting rooms / One (1) Main Hall
- Hours of use: 7:00 am to 2:00 am

GENERAL REGULATIONS FOR USE:

1. Any renter of this facility will be responsible to ensure that no person violates the laws of the Province of BC and/or Statutes of Canada or RDCO bylaws.
2. The renter shall strictly adhere to the Fire Commissioner's regulations.
3. The renter shall not allow more people in the facility than specified.
4. The renter shall be liable for any damage to the building occurring as a result of the renter's use during the renter's contract time.
5. The renter shall not use any electrical outlets without prior approval from the facility staff.
6. The renter is not permitted to install or use a closed circuit TV in any part of this building.
7. No imaging or recording devices permitted within any dressing room or washroom.
8. No posters shall be installed without prior approval.
9. Any renter or user group using this facility not obeying the rules set out by the RDCO may be denied usage for a time specified by the Director of Parks and Recreation or designated authority.
10. The Director of Parks and Recreation may require that a renter engage the services of bonded uniformed security personnel at certain functions and may stipulate the numbers of such security personnel.

**WESTSIDE SENIORS CENTRE
1661 OLD OKANAGAN HIGHWAY, WESTBANK, B.C.**

FACILITY:

- Capacity: Up to 130 people
- Activity Rooms
- All bookings must be authorized by the Seniors Centre Association President by calling 768-4004.

GENERAL REGULATIONS FOR USE:

1. Any renter of this facility will be responsible to ensure that no person violates the laws of the Province of BC and/or Statutes of Canada or RDCO bylaws.
2. The renter shall strictly adhere to the Fire Commissioner's regulations.
3. The renter shall not allow more people in the facility than specified.
4. The renter shall be liable for any damage to the building occurring as a result of renter's use during the renter's contract time.
5. The renter shall not use any electrical outlets without prior approval from the facility staff.
6. The renter is not permitted to install or use a closed circuit TV in any part of this building.
7. No imaging or recording devices permitted within any dressing room or washroom.
8. No posters to be installed without prior approval.
9. Any renter or user group using this facility not obeying the rules set out by the RDCO may be denied usage for a time specified by the Director of Parks and Recreation or designated authority.
10. The Director of Parks and Recreation may require that a renter engage the services of bonded uniformed security personnel at certain functions and may stipulate the numbers of such security personnel.

RECREATION FACILITY RATES AND FEES

TYPE OF FEE	Hourly Fee	DAILY MAXIMUM	NOTES
MT. BOUCHERIE COMMUNITY HALL			
Non-commercial	\$ 35.00	\$ 210.00	
Commercial	\$ 60.00	\$ 600.00	
Commercial - multi-day event	Negotiable		
Community Non-Profit	** see below		Includes kitchen; SOCAN and insurance not included
Youth Sport / Activities	\$ 15.00	\$ 90.00	Minimum 80% youth
Adult Sport / Activities	\$ 20.00	\$ 120.00	
Custodial set-up / clean-up	\$ 30.00	\$ 240.00	4 hour minimum charge
Mt. Boucherie Kitchen			
Includes use of all appliances & dishes	\$ 15.00	\$ 75.00	Or as negotiated
Mt. Boucherie Meeting Rooms			
Non-commercial	\$ 10.00	\$ 60.00	
Commercial	\$ 20.00	\$ 120.00	
Community Non-Profit	** see below		
Party	\$ 15.00	\$ 90.00	
Adult Sport/Activities	\$ 15.00	\$ 90.00	
Youth Sport / Activities	\$ 10.00	\$ 60.00	One (1) "Free" Meeting per User group / Month
Mt. Boucherie Hall Equipment			
Piano	\$ 15.00	\$ 75.00	On-site use only
TV/VCR/DVD	\$ 15.00	\$ 75.00	On-site use only
Overhead projector	\$ 5.00	\$ 30.00	On-site use only
Flipchart	\$ 2.50	\$ 15.00	On-site use only

** Community Non-Profit must apply for a rate reduction or to have fees waived.

RECREATION FACILITY RATES AND FEES

TYPE OF FEE	Hourly Fee	DAILY MAXIMUM	NOTES
MT. BOUCHERIE ARENAS			
Youth regular season	\$ 65.00		1 st Day Subsequent to Labour Day - March 31
Youth regular season non- prime	\$ 48.75		5:00 am - 3:00 pm
Youth summer season	\$ 75.00		April 1 – Day Preceding Labour Day
Statutory Holiday	\$ 105.00		
Tournament / Carnival	\$ 85.00		
Combination	\$ 75.00		Minimum 50% youth
Non-profit hockey school	\$ 75.00		50% rental fee deposit
Commercial hockey school	\$ 150.00		50% rental fee deposit
On ice / Sport / Special event	Negotiable		4 hour minimum
Adult	\$ 130.00		
Adult non-prime	\$ 100.00		11:00 pm - 2:00 am
Westside school	No charge		Regular school hours only
Non-Westside school	\$ 20.00		Regular school hours only
Junior level hockey	Negotiable		
Non-use Ice Rate	1½ x hourly rate		Ice booked but not used or cancelled
Dry floor - commercial	\$ 100.00	\$ 1,000.00	
Dry floor - youth sport	\$ 20.00	\$ 120.00	
Dry floor - adult sport	\$ 40.00	\$ 240.00	
PROGRAMS			
Public skating	\$3.00/person		
Shinny hockey	\$4.00/person		
Adult skating	\$2.00/person		
Parent and Tot (under 6 years)	\$1.00/person		
Therapeutic Skate	\$2.00/Participant		Fee per participant (including one (1) care provider)
MISCELLANEOUS			
Rental deposit (to hold tentative date)	\$ 100.00 (or as defined in Contract)		Deducted from rental fee
Damage deposits:	Daily Rate		
Hall	\$ 500.00		Negotiable - multi-day event
Arena	\$ 500.00		Negotiable - multi-day event
Meeting room	\$ 100.00		
Kitchen	\$ 100.00		For stand alone use only
General liability insurance	various		Fees not regulated by RDCO
S.O.C.A.N. Fees	various		Fees not regulated by RDCO
Storage (on-site)	\$6.00/sq. ft.		Annual billing
Office Space	\$10.00/sq. ft.		Annual billing; negotiable
RV Parking	\$15.00/RV/night		In designated areas only

JOHNSON BENTLEY MEMORIAL AQUATIC CENTRE
(All Prices Include G.S.T.)

POOL ADMISSION
ADMISSION TO THE POOL, HOT TUB AND STEAM ROOM

	Single	10 TICKET	1 MONTH	3 MONTH	6 MONTH	ONE YEAR
Infant (under 18 mo)	Free	Free	Free	Free	Free	Free
Preschool (18 mo–5 yrs)	\$1.40	\$11.55	\$13.00	\$33.30	\$57.85	\$107.10
Child (6-12)	\$2.55	\$20.25	\$23.40	\$59.85	\$104.15	\$192.65
Youth (13-17)	\$3.20	\$25.45	\$28.65	\$73.20	\$127.30	\$235.60
Adult (18 +)	\$4.35	\$34.75	\$39.10	\$99.75	\$173.60	\$321.30
Senior (65+)	\$3.45	\$27.75	\$31.25	\$79.85	\$138.90	\$257.00
Family	\$9.25	\$74.05	\$83.30	\$213.00	\$370.45	\$685.30

FITNESS ADMISSION – FT
ADMISSION TO ANY LAND OR AQUA FITNESS CLASS

	Single	10 ticket	1 month	3 month	6 month	One year
Youth	\$4.00	\$32.00	\$35.95	\$91.80	\$159.75	\$295.50
Adult	\$5.75	\$46.30	\$52.05	\$133.10	\$231.50	\$428.30
Senior	\$4.60	\$37.05	\$41.70	\$106.50	\$185.20	\$342.65

TRY 3 ADMISSION – FP
ADMISSION TO FITNESS CLASSES, SUPER CIRCUIT AND SWIMMING POOL

	Single	10 Ticket	1 month	3 month	6 month	One year
Youth	\$4.25	\$33.95	\$38.00	\$97.35	\$169.25	\$313.45
Adult	\$6.10	\$48.95	\$55.10	\$141.10	\$245.30	\$454.35
Senior	\$4.90	\$39.10	\$44.10	\$112.95	\$196.25	\$363.50
Family	\$13.00	\$103.65	\$116.85	\$299.15	\$520.05	\$963.25

CIRCUIT ADMISSION - SC
ADMISSION TO THE CIRCUIT ROOM

	Single	10 Ticket	1 Month	3 month	6 month	One year
Youth	\$3.05	\$24.25	\$27.30	\$69.70	\$121.25	\$224.40
Adult	\$4.15	\$33.05	\$37.20	\$95.00	\$165.35	\$306.00
Senior	\$3.30	\$26.45	\$29.75	\$76.05	\$132.30	\$244.75
Family	\$8.80	\$70.55	\$79.40	\$202.85	\$352.80	\$652.70

S.O.C.A.N. ASSESSMENTS
Society of Composers, Authors and Music Publishers of Canada

The Regional District of Central Okanagan is required under license, to collect S.O.C.A.N fees from renters of Regional District of Central Okanagan facilities for events at which recorded or live music is presented, such as:

Tariff No. 8 Receptions, conventions, assemblies and fashion shows (unless performances have been contracted for by a licensee of SOCAN)
- Main Hall: without dancing - \$31.63 / with dancing - \$63.32
- Meeting Room: without dancing - \$22.00 / with dancing - \$44.00
(church services exempt)

Tariff No. 9 Hockey games, tournaments
- where no admission fee is charged the minimum fee shall apply
- minimum fee \$19.00 per event

Tariff No. 11 Ice shows.
- 1.6% of gross receipts or a minimum of \$63.29 per event