

## **TOWN OF GRAND BAY-WESTFIELD USAGE POLICY**

1. Users are responsible for their own set up, take down, and clean up. To ensure the facility is returned to the same order and cleanliness. Clean-up must take place immediately following the event, no exception.
2. Bookings are to be on a first come first serve basis and are to be made through the Community Facility Booking process through the Town Website. The rental fee is to be paid to confirm the booking and may be cancelled by the Town if not paid 7 days after the Town has made the booking.
3. Set-up, take-down and clean-up time must be included in the total time you request for your booking.
4. Cancellation of a booking will be subject to the Facility Refund Policy of the Town of Grand Bay – Westfield as shown in Appendix A.
5. Only persons 19 years of age or older may rent the facilities.
6. If alcoholic beverages are to be served, a license must be obtained from the N.B. Liquor Licensing Board. (*NOTE: Alcohol is NOT to be stored on the premises in advance of the day of the event*).
7. All activities are to be confined to the specific area rented.
8. Booking requests are reviewed and approved by facility management. Approval will be granted only to events that demonstrate a clear commitment to the safety and security of attendees, staff, and the surrounding community.
9. The lessee is responsible for all equipment, including damaged, lost, or stolen items, and agrees not to hold the Town of Grand Bay-Westfield responsible for any injury or loss of personal belongings. The lessee covenants and agrees to indemnify and save harmless the Town of Grand Bay-Westfield of and from any and all manner of claims, damages, loss, costs and charges whatsoever occasioned to or suffered by, or imposed upon the Town or its property, either directly or indirectly in respect of any matter or thing in consequence of or in connection with or arising out of the lessee's occupancy or use of said premises hereby demised or out of any operation in connection therewith or arising or in respect of any accident, damage or injury to any person, or property, from or on account of the same. The lessee's covenants for indemnity herein contained shall extend to all damages and claims for damage by reason of improper or faulty erections, or construction of structures hereafter erected or installed on or in the said premises or in connection therewith by the lessee, her/his or its servants or agents, and by any reason or any

**USAGE POLICY**  
**September 2025 (Approved)**

---

- insufficiency in said structures and whether or not same have been approved by the Town, its servants, or agents.
10. Upon request the Town of Grand Bay-Westfield may request the user submit a complete list including names, addresses and phone numbers of its attendees and/or membership.
  11. If equipment is brought into the facility, it is to be removed immediately following the event. The Town is not responsible for the safety of any items left overnight.
  12. No Fireworks are permitted to be used on any land owned by the Town of Grand Bay – Westfield.
  13. All late time-slot rentals activities are to be completed by 12:00 AM, building restored to order and the building vacated by 1:00 am.
  14. On completion of activities, any supplies used are to be cleaned and returned to their proper places, tables cleaned off, tables and chairs stacked in the proper location, floor swept, dishes, cutlery and glassware are to be cleaned and put away and garbage placed in tied bags inside the main door.
  15. If any damage occurs to the building or site of any equipment within, the cost of repair or replacement will be charged to the lessee.
  16. When through, turn off lights in the rental area and in washrooms, close all windows, and ensure the rental premises are secure on departure.
  17. The throwing of confetti, rice, etc., or helium balloons in of building, is not allowed- cost of clean-up will be charged to the lessee.
  18. No foreign substances are to be placed on the floor, e.g., powdered wax, sand, cornstarch, etc., or any other substance used for dancing. “Smoke” or “fog” machines are not permitted on the premises.
  19. No signs are to be placed on the premises without permission of Facility Supervisor.
  20. Decorations or signs are to be attached by removable tape only. Tacks, nails, screws, or staples are not allowed in walls or on tables or chairs.
  21. Washroom toilets and sinks are to be monitored to ensure they are not left running.
  22. All Town owned facilities are smoke free. Therefore, smoking of any kind is not permitted in any Town owned facilities.

**USAGE POLICY**

**September 2025 (Approved)**

---

23. All Town owned facilities are animal / pet free unless written permission is granted by the CAO or their designate for a period of time.
24. The lessee shall, during the term of the rental, ensure all the fire exits of the said premises are kept open and free from obstruction.
25. The lessee shall be entitled to have free use of all parking facilities connecting the said premises in common with others lawfully entitled thereto, including patrons of all facilities.
26. The lessee will not allow anything to be done or permit anything to be carried on upon the said premises which is illegal and may cause any increased premium for fire insurance on the said premises, or which may make void or voidable any policy of insurance, but in such event the lessee shall thereupon pay to the Town, on demand as additional rent, an amount equivalent to the difference between the current premium and the increased premium.
27. The lessee shall comply with all Government of New Brunswick Public Health Regulations including seeing proof of vaccination and government-issued identification from all patrons and participants.
28. Any deviation from the policies herein established shall be referred to the CAO.

APPENDIX A

**POLICY STATEMENT**

1. The Town is committed to the principle and practice of fair and reasonable financial policies related to facility rentals.

**PURPOSE**

2. This policy sets out the criteria for processing refunds for all facility rentals under the purview of the Town of Grand Bay – Westfield.

**DEFINITIONS**

3. In this policy
  - a. Community Partners
    - i. Means any user group providing a community based, non-profit or charitable, service to the residents of Grand Bay – Westfield.
  - b. External Party
    - i. Means any user group that is not affiliated with the Town or Partnered with the Town on a program or event.
  - c. Facility Rentals
    - i. Means a rental to an external party for the use of Town Facilities
  - d. Recreation Facilities
    - i. Means Town controlled sport, recreation and common spaces that are owned or operated by the Town of Grand Bay – Westfield.
  - e. Rental Credit
    - i. Means a defined amount of funds available for a future rental of a Recreation Facility.
  - f. Re-occurring bookings
    - i. Means any group that is booking 6 or more separate bookings in any 3-month period or 12 or more bookings in a calendar year.

**REFUND PROCESS**

4. Refunds for External Parties
  - a. Administration must follow these criteria for all requested refunds from external parties for private and/or individual bookings

- i. In alignment with the facility usage policy all rentals must be confirmed through full payment for rental no later than 7 days after the rental is confirmed and invoice issued for payment.
  - ii. Refund requests made more than 30 days from the first date of rental will be charged an administrative fee of \$25, or 10% of the rental fee, whichever is greater, and refunded the remaining balance from the invoiced payment.
  - iii. Refund requests made between 15 and 29 days from the first date of rental will be charged the \$25 administrative fee, forfeit 25% of the total invoice and refunded the remaining balance from the invoice.
  - iv. Refund requests made between 7 and 14 days from the first date of rental will be charged the \$25 administrative fee, forfeit 50% of the total invoice and refunded the remaining balance from the invoice.
  - v. Refund requests made less than 7 days from the first date of rental will forfeit the entire rental fee.
5. Refunds for Community Partners and Re-occurring Bookings
  - i. In alignment with the facility usage policy all rentals must be confirmed through full payment for rental no later than 7 days after the rental is confirmed and invoice issued for payment.
  - ii. Refund requests made more than 14 days from the first date of rental will be charged an administrative fee of \$25 and refunded the remaining balance from the invoiced payment.
  - iii. Refund requests 14 days or less from the first date of rental will be charged the \$25 administrative fee and be given a booking credit for the balance of the invoice.
6. Refund Appeals
  - a. Refund appeals may be made to the Recreation Director, in writing, and may result in a rental credit for a portion of the forfeited penalty assessed, minus the administrative fee, being issued to the External Party.

## **RESPONSIBILITIES**

7. The Recreation Director
  - a. Ensures that Town staff making refund decisions are aware of, and act in accordance with, this policy and
  - b. Provides the final decision on any Recreation Refund Appeals

**POLICY REVIEW**

8. This Policy will be reviewed by Council every four years.

**RELATED DOCUMENTS**

9. Parks & Recreation Services Policy
10. Facility Allocation Policy
11. Facility Usage Policy