
Title:	Ice Allocation Policy
Number:	SRV-05-01
Approved By:	City Council
Administered By:	Recreation Services
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Introduction

The City of Oshawa's goal is to promote and encourage participation in ice sports to the overall benefit of the community. This Ice Allocation Policy was originally developed and approved in 2005. The Policy serves as a means to address changing demographics in Oshawa, market supply of indoor ice, the distribution of ice in a fair and equitable manner, and the successful ongoing management of ice.

The Policies identified in this document establish and clarify the City's responsibility for ice allocation and administration and its' commitment to the management of:

- ice facility operations and capacities
- ice allocation and distribution
- the processing and management of tournament, special event and seasonal ice permits
- special ice management issues, and
- general administration requirements

1.0 Purpose

To ensure consistency in the programming and ongoing use of City arenas.

To provide a framework and consistent approach to the ongoing and seasonal use of City arenas in a fair and equitable manner.

To ensure that the City's investment in arenas is managed in the best interest of all clients and the citizens of Oshawa.

To establish clear guidelines and communication between the City and its clients.

To accommodate the needs of a growing municipality and the demands on City arenas.

To clearly define the rules of use and the departmental procedures in maintaining compliance.

2.0 Policy Statement

To provide transparency and structure for clients pertaining to the fair allotment and use of City arenas.

3.0 Scope

This policy applies to all facility permit holders and clients requesting use of City arenas, as well as City staff responsible for the use and/or operation of these facilities.

The City is fortunate to have a substantial inventory of arenas within the municipal boundaries of the City. These facilities primarily consist of seven ice surfaces from September through March, four ice pads in April and two ice pads from May through August.

Common uses include leisure skating, hockey, ringette and figure skating, but may include any sport or activity for which the playing surface is suitable.

4.0 Definitions

Adult client - an applicant/group/organization/affiliated client with participants 21 years of age and older.

Affiliated adult client - a client who organizes sports for participants who are generally 21 years of age and older and who meet the annual affiliation requirements as set by the City of Oshawa.

Affiliated minor client - a client who organizes sports for participants who are generally under 21 years of age and who meet the annual affiliation requirements as set by the City Of Oshawa.

Allocated time - ice time assigned to an affiliated or non-affiliated client at a city-owned or partner facility; the Facility Booking Office develops the allocation matrices to reflect various organizations entitlement and use of allocated time during various seasons.

Amendment - a change made to one or more bookings on a permit to a different date, time or facility.

Application - an established form used exclusively for requesting facilities.

Arena - a facility consisting of at least one arena ice surface.

Association, Club - a local organization operated and controlled by a duly elected Board of Directors, the member of which shall designate from among themselves the signing officers of that association or club.

Board of Education client - a publicly funded school or a not-for-profit school recognized by the Province of Ontario as an education institution located in the City of Oshawa.

Booking - a date, time and facility as specified on the rental permit.

Buffer time - time required for an organization to catch up for possible delays during tournaments and/or regular game play.

City - The Corporation of the City of Oshawa.

City-owned and operated facility - Delpark Homes Centre, Donevan Recreation Complex, Harman Park Arena.

Client - an individual who has submitted an application for use of a City facility, or a Permit Holder.

Commercial client - an organization and/or individual that uses ice time occasionally and/or with the intent of generating a positive net income.

Confirmation - communication from the Facility Booking Office regarding requested space. This communication may be by email/phone call or rental permit.

Event - any single event that is not regularly scheduled e.g. figure skating carnivals and shows; charity hockey games, etc.

Grandfathered adult client - adult users (existing prior to 2005/2006 ice season) that are provided Priority #3 status privileges.

Hour of ice - consists of 50 minutes of ice usage, 10 minutes of ice resurfacing.

House League - a community orientated minor program structured to provide development and competition at a recreational level. Teams are comprised of players who are eligible to play based on registration, who do not need to try out and who play primarily inside the city for league play.

Ice maintenance – periodic - to maintain an ice surface, the City will endeavor to conduct eight (8) hours of uninterrupted ice maintenance and repair every week per ice pad.

Ice maintenance – resurfacing/floods - to maintain the ice surface, the City will flood the ice every 50 minutes. Special ice resurfacing schedules can be arranged through the Facility Booking Office, where feasible.

In good standing - an organization in good standing has complied with all of its obligations and is allowed to carry out its activities or business.

Instructional program - programs taught by qualified instructors designed to improve specified skills. Registration and fees generally required.

Instructional skating - group instruction programs primarily to teach the basic learn to skate skills (e.g. Learn to Skate, Can Skate, Can Power).

League - a group of teams that play a schedule of games against each other, often divided into classes or levels, usually organized by an association of persons.

LOSSA - Lake Ontario Secondary School Association - the governing body for all high school sports in the Durham Region.

Minor client - any applicant/group/organization/affiliated client with all participants 21 years of age or younger.

Neighbouring Municipality – Clarington, Whitby, Township of Scugog

Non-Prime Time - refer to Section 8.2.2.

Non-resident - a participant of an organization whose home address falls outside of the Oshawa Municipal boundaries.

Occasional - any permit that does not consist of regular weekly bookings.

Partner facility - Campus Ice Centre, Tribute Communities Centre.

Permit - a document issued by Recreation Services staff to a client giving authorization and consent for seasonal or occasional use of a facility.

Prime Time - refer to Section 8.2.1.

Public/leisure skate - recreational indoor ice skating opportunities available to the public or to specific target groups at specific times as advertised.

Resident - a person who lives in, owns property in, or owns or operates a business in the City of Oshawa. Residency can be verified with a current utility bill or a current Notice of Assessment issued by the Canada Revenue Agency with current address.

Seasonal - a regular weekly booking of eight or more weeks.

Speed Skating - a sport for individuals that combines speed and technical expertise using speed skates on ice. Competitions occur at Regional, Provincial and National levels.

Sport Governing Body - a responsible regional, provincial or national organization. The choice of organization can be entirely at the discretion of the client.

Standard of Play - a formula used to determine the total number of weekly hours each affiliated client is entitled.

Statutory holiday - a Provincial or Federal holiday that falls on a weekday.

Time blocks - two or more hours of permitted time in sequence.

Tournament - an event in which more than two teams are participating.

Tryout - an official sanctioned activity of a team for the purpose of player evaluation and team selection.

Unused ice - permitted ice time that is not used.

Weekday - Monday to Friday.

Weekend - Saturday and Sunday.

The City reserves the right to add, delete, or modify any name or description included in this section of the policy during the term of this policy.

5.0 Clients

The Facility Booking Office will develop the annual allocation matrices that will best reflect the expressed needs of clients and the application of this policy. The Facility Booking Office will allocate requested time in a manner to gain maximum efficient facility usage.

The City reserves the right to reassign arenas as required.

5.1 Client Priorities

Arenas are allocated according to the following client priority levels:

1. City of Oshawa recreation programming and events, including programming/events operated by third parties on behalf of the City of Oshawa
2. Affiliated Minor Clients
3. Affiliated Adult Clients
4. Boards of Education
5. All other clients

Refer to section 6.4 regarding the allocation of tournaments and events.

5.2 Client Affiliation

Affiliation status was granted for the first time to arena ice clients in 2005. Affiliated clients are required to fulfill annual requirements to maintain affiliated status.

The City will grant affiliated status to new minor and adult clients who meet the following requirements:

- Provide proof of not-for-profit status
- Abide by a constitution and by-laws
- Governed by an elected board (with no financial compensation)
- Host an Annual General Meeting and submit meeting minutes to the City
- Be up to date on all outstanding balances by at the end of each season
- Maintain Commercial General Liability Insurance for a minimum of two million dollars naming the City of Oshawa as an additional insured.
- Have a registered membership of a minimum 80% Oshawa residents
 - Where a client's sport is not offered in a neighbouring municipality, residents of that municipality will count towards the affiliated client's residency requirement.

Note: Affiliated clients whose registered membership falls below 70% residents will have ice time allocated after the affiliated clients who maintain a minimum of 70% residents.

5.3 Minor Affiliated Clients

As of the 2022-2023 season, the City has eight Minor Affiliated Clients:

- Durham Crusaders (formerly Catholic Youth Organization – CYO); established 1953; Name change 2016

- Durham Speed Skating Club
- Neighbourhood Association of Sport Councils, established 1947
- Oshawa Community Hockey League (formerly Oshawa Church Hockey League), established 1947; Name change in 2022
- Oshawa Girls Hockey Association, established 1995
- Oshawa Minor Hockey Association, established 1933
- Oshawa Skating Club, established 1938
- Oshawa Storm Ringette, established 1967

5.4 New Affiliated Client

The City will recognize a new affiliated client once the requirements in Section 5.2 are met.

The City will first permit unallocated time to a new affiliated client and will work with existing affiliated clients to explore the potential reallocation of hours.

5.5 New Emerging Sport

The City will recognize a new emerging sport, which is not currently being offered by an existing client, to enable it to establish its programs and services in the City.

The City will first permit unallocated time to a new emerging sport and will work with existing affiliated clients to explore the potential reallocation of hours.

5.6 Non-affiliated Adult Clients – ‘Grandfather’ Status

Adult clients who permit two or less hours per week are not eligible for affiliated status and will become a Priority 5 level client. The City wishes to recognize long-term adult clients.

Grandfathered status will provide existing adult ‘league’ clients (clients prior to the 2005-06 ice season) Priority 3 status privileges without having to perform all affiliation process requirements. It also provides access to historical ice (same or similar date or time block) to all adult shinny and league users.

The City reserves the right to change the ice allocated to grandfathered clients only when facility closures or restrictions must be applied or when operational efficiencies are required. In these circumstances, every attempt will be made to find an equitable ice time replacement.

If a designated grandfathered permit holder disbands or fails to apply for ice in consecutive ice seasons, the client will lose their grandfather status. If the client reapplies in a subsequent ice season, they will be treated as a new client. The grandfather designation is not transferable.

5.7 Residency

The City recognizes the tax-based contribution provided by its residents toward the development and operation of recreation and sport facilities and recognizes that residents will receive priority over non-residents in the allocation of facility time.

The City reserves the right to impose residency requirements or limitations on permit applicants during periods where facility capacities are restricted and a deficit exists.

5.8 Application of the Standard of Play

- 5.8.1 The Facility Booking Office will apply registration data to the Standards of Play formula (Appendix A) which will determine the total number of weekly hours each affiliated client is entitled and agrees to assume each season. Additional needs will be satisfied pending ice availability and demand.
- 5.8.2 The application of the Standard of Play is not applicable from April through September.
- 5.8.3 During seasons when the total demand for facilities exceed supply, a client's entitlement will be pro-rated so that all affiliated clients experience equitable deficit adjustments to their entitlements.
- 5.8.4 Allocation of hours for Figure Skating and Speed Skating is based on each organizations yearly application. These clients are subject to Section 5.8.3.
- 5.8.5 An affiliated client whose registered membership is less than 50% residents will receive 50% of their entitled hours based on the Standard of Play formula.

5.9 Minimum Seasonal Commitment – Fall/Winter

- 5.9.1 Affiliated minor and adult clients, and all grandfathered adult Priority 5 clients are required to commit to a 24 consecutive week permit schedule to be completed between the Tuesday after Labour Day in September and the last Sunday in March.
- 5.9.2 Exceptions to the 24-week commitment may be made when the City is unable to supply replacement ice for disruptions to regular ice time during event weekends and facility closures.
- 5.9.3 Seasonal permits will exclude December 24 to January 1.
- 5.9.4 Seasonal permits may exclude March Break (Saturday through following Sunday).

5.10 Weekday and Weekend Ice

- 5.10.1 An ice distribution ratio of 75% weekday ice to 25% weekend ice be used as a guideline, and where possible, staff attempt to accommodate user groups in allocating ice to all competitive/rep individuals and teams scheduled by affiliated minor ice organizations and associations.
- 5.10.2 An ice distribution ratio of 25% weekday ice to 75% weekend ice be used as a guideline, and where possible, staff attempt to accommodate user groups in allocating ice to all house league and recreational individuals and teams scheduled by affiliated minor ice organizations and associations.

6.0 Processing of permit applications

6.1 Submission of Applications

6.1.1 All tournament, event, seasonal and occasional requests shall be submitted in the format prescribed and by the deadline set by the Facility Booking Office.

6.1.2 The City reserves the right to reject applications and requests from clients who submit forms that are not complete or contain falsified information.

6.2 Ice Rental Permit

An ice rental permit will be issued for all permitted ice within City facilities. The permit will be accompanied by the guiding conditions (which may be amended from time to time) that will dictate the governance of conduct both on ice and in the facility. Failure to adhere to these conditions may result in permit cancellation.

6.3 Allocation Procedures

6.3.1 Rental permits are allocated on an annual basis and no client shall assume they will receive the same date(s) or facilities from one season to the next.

6.3.2 Application(s) from affiliated clients cannot exceed their seasonal entitlement.

6.3.3 Any additional application(s) from an affiliated client in excess of their seasonal entitlement will be allocated after all applications from section 6.3.2 have been allocated and will be treated as a new request each season.

6.3.4 Where two or more clients apply for the same facility, date and time, priority will be given to the client who has permitted those hours for a minimum of two seasons immediately prior.

6.3.5 Applications received after the deadline date will be considered after all applications submitted prior to the deadline have been allocated.

6.3.6 Where possible, seasonal permits will be allocated in blocks of a minimum of two (2) hours.

6.3.7 No affiliated client will dominate a specific permit time block to the detriment of another affiliated client.

6.3.8 Clients who require more than one facility per night will be required to permit vertical (early to late) times at one facility before adding another.

6.3.9 Clients cannot permit facilities that will go unused with the exception of ensuring sufficient time is available to prevent a curfew situation.

6.3.10 Unused facilities (no shows) is not acceptable. Multiple instances of unused time may result in the cancellation of the permit or redistribution of the allocated time.

6.3.11 The City reserves the right to alter an application to meet the requirements in Section 6.3.

6.3.12 Seasonal ice timelines

Table 1: Seasonal ice application deadlines

Season	Season date range	Application deadline
Fall/Winter	Tuesday after Labour Day to March 31	April 1
Spring/Summer	April 1 to Labour Day	January 15

6.4 Tournaments and Events

The City recognizes the significant positive impacts that tournaments and events provide to the community. In order to accommodate these events, minimize disruption to regular programs, and league play, they will be considered and permitted in advance of seasonal applications into pre-determined event slots and facilities. The City is committed to achieving a balance between recreational and special event use during the regular ice season.

- 6.4.1 Delpark Homes Centre and Campus Ice Centre are considered the primary facilities to host tournaments and events. Requests for a tournament to be held at additional facilities will only be considered if there is no impact to seasonal clients.
- 6.4.2 City ice programs will be accommodated at Delpark Homes Centre during tournaments and events.
- 6.4.3 Ontario Tech varsity hockey schedules will be accommodated at Campus Ice Centre during tournaments and events.
- 6.4.4 Tournament and event applications will be allocated prior to seasonal applications.

Table 2: Tournament application deadlines

Season	Tournament Date Range	Application Deadline
Fall/Winter	Tuesday after Labour Day to March 31	March 1
Spring/Summer	April 1 to Labour Day	January 1

- 6.4.5 Tournament and event applications received after the deadline will only be considered if there is no impact to seasonal clients.
- 6.4.6 Tournaments and events will be restricted primarily to Friday, Saturday and Sunday. Requests for a tournament Monday to Thursday will only be considered if there is no impact to seasonal clients.
- 6.4.7 Amendments and cancellations of tournament/event bookings at City-owned and operated facilities will be accepted when provided in writing to the Facility Booking Office 60 days prior to the start of the tournament/event. Requests submitted with less than 60 days' notice will only be considered if the ice time can be sold to another client.

Amendment and cancellations of tournament/event bookings at a partner facility are at the sole discretion of the partner facility.
- 6.4.8 The City reserves the right to alter a tournament application or tournament permit amendments to ensure operational efficiencies.

- 6.4.9 A maximum of two weekend tournaments or events per month will be scheduled on non- consecutive weekends between September and March inclusive.
- 6.4.10 The City reserves the right to limit the number of tournaments and events held between May and August inclusive in an effort to minimize disruption to regular seasonal clients.

6.5 Replacement Ice

Clients hosting a tournament must turn back their seasonal ice allocated to them at all other arenas for the duration of the tournament. The turned back ice will be used in a replacement matrix and offered to clients who are displaced by the tournament.

The City recognizes that some clients may still require hours at other arenas during their tournament to facilitate their seasonal games and practices. The City requires these clients to request, in writing, by the tournament application deadline to keep those regular season hours, with appropriate justification. The City will grant this request, if the justification is warranted, as determined solely by the Facility Booking Office.

6.6 Instructional and Leisure Program Management

The City reserves the right to exclusively offer instructional programs and leisure skate services at its arenas. Instructional programs and ice services proposed to be offered by any permit applicant is subject to the City's review and approval, duplication of programs and services will be managed and/or eliminated.

7.0 Amendments and Cancellations

The City has the right to control all ice distribution and use at City-owned facilities for the duration of a permit. Controls must be in place to minimize the negative impacts that unused, returned, amended and cancelled ice can have on the City and its users. As such, the City will apply all guidelines outlined in this Ice Allocation Policy to manage unused ice or changing ice needs once permits have been issued.

7.1 Permit Amendments

Once a permit has been issued, any change to a permit or booking is subject to an administration fee.

7.2 Returned ice

- 7.2.1 If an affiliated client does not generate the registrations required to meet their weekly hours of entitlement, as calculated through the Standard of Play, the client has until the third Monday in September to request, in writing, to return full season blocks of ice.

- 7.2.2 Hours turned back must be in same ratio as booked (e.g. a proportionate number of prime and non-prime time ice, weekday and weekend ice).
- 7.2.3 The City reserves the right to accept only hours that hold the greatest potential to be sold.
- 7.2.4 Hours requested to be turned back at a partner facility will only be accepted if the hours are sold to another client or at the discretion of the partner facility.

7.3 Transferred or Sub-leased Ice

The City is the sole permit authority for all ice times. The City must be aware of and be able to control the intended use of all ice permitted within its facilities at all times.

- 7.3.1 Changing the intended use or users of ice (e.g. practice becomes a game, Team A replaces Team B) within a single organization's contract is acceptable. Related schedule updates are to be forwarded to the Facility Booking Office or Facility Staff.
- 7.3.2 The practice of occasionally transferring ice, trading ice or sub-leasing ice between permit holders is strictly prohibited and may result in the cancellation of a permit or reduction in future ice allocation.
- 7.3.3 If two clients agree to trade ice, the Facility Booking Office would facilitate the exchange by making the appropriate amendments to each client's permit.
- 7.3.4 It is recognized that last minute changes to the intended use of the ice may occur, however the permit holder must notify the Facility Booking Office with every occurrence.

7.4 Cancellations by the Permit Holder

- 7.4.1 Cancellations of a booking on a seasonal permit will only be refunded if the ice time can be sold to another client.
- 7.4.2 Once a permit is issued, single or occasional facility cancellations will be processed if initiated by the Permit Holder providing 14 days written notice to the Facility Booking Office. Cancellation requests received with less than 14 days' notice may not be considered.
- 7.4.3 The City reserves the right to apply a cancellation fee per date and facility affected.
- 7.4.4 Affiliated minor clients may cancel up to 25% of remaining ice within five days of the conclusion of each round of playoffs without penalty. Additional cancellations are subject to Section 7.4.1.
- 7.4.5 Cancellation requests at a partner facility are at the sole discretion of the partner facility.

7.6 Permit Cancellations by the City

- 7.6.1 The City reserves the right to reasonably postpone, reschedule or cancel any booking or permit due to justified circumstances.

7.6.2 The City reserves the right to cancel a permit or portion of the contract without notice should there be a breach of the permit conditions and/or should the City be of the opinion that the facilities are not being used for the purpose contained in the application.

7.6.3 Where postponement or rescheduling cannot be mutually coordinated, the permit holder will receive a full refund for the time owing.

7.7 Program or Leisure Skate Cancellations

The City will strive to not cancel instructional and leisure skate programs, however, there may be circumstances that require the City to reschedule or cancel these programs in cases such as:

- Significant and high profile special events as directed by Council
- Low registration or attendance in programs
- Emergency shut down situations

7.8 Temporary Ice Cancellation and Redistribution

In the event of an unplanned multi-day facility closure, the Facility Booking Office will act to redistribute ice permits so that all ice users are universally impacted while certain types of ice use are protected from cancellation over others. The City will apply predetermined ice priorities and procedures identified in this Ice Allocation Policy. The City reserves the right to make all final decisions regarding emergency ice cancellations and redistribution.

8.0 Facility Management

8.1 Opening and Closing Dates

Generally, arena ice surfaces will open and close on the following dates:

Arena	Ice season opens	Ice season ends
Delpark Homes Centre (2 pads)	Tuesday after Labour Day	Last Sunday in April
Delpark Homes Centre (2 pads)	Tuesday after Labour Day	Labour Day
Donevan Recreation Complex	Third Monday in September	Third Sunday in March
Harman Park Arena	Third Monday in September	Third Sunday in March

8.2 Prime and Non-Prime Ice

Affiliated minor clients will receive an equitable distribution of prime and non-prime hours. An affiliated client, regardless of gender orientation and level of competitiveness and total hours of entitlement, shall not receive relatively more or less prime time ice access than a similar client.

8.2.1 Prime Time hours

Day of week	Prime Time Hours	Facility
Monday to Friday	4:30 p.m. to 10:30 p.m.	<ul style="list-style-type: none"> Delpark Homes Centre – Pad 1 Harman Park Arena – South Pad
Monday to Friday	5:00 p.m. to 10:00 p.m.	<ul style="list-style-type: none"> Delpark Homes Centre – Pad 2 Donevan Recreation Complex Harman Park Arena – North Pad
Monday to Friday	5:15 p.m. to 10:15 p.m.	<ul style="list-style-type: none"> Delpark Homes Centre – Pad 3 Delpark Homes Centre – Pad 4
Saturday and Sunday	Open to Close	<ul style="list-style-type: none"> All arenas
Statutory Holidays	Open to Close	<ul style="list-style-type: none"> All arenas for Priority 5 Clients (refer to section 5.1)

8.2.2 Non-Prime Time hours

Day of week	Non-Prime Hours	Facility
Monday to Friday	Open to 4:30 p.m. 10:30 p.m. to close	<ul style="list-style-type: none"> Delpark Homes Centre – Pad 1 Harman Park Arena – South Pad
Monday to Friday	Open to 5:00 p.m. 10:00 p.m. to close	<ul style="list-style-type: none"> Delpark Homes Centre – Pad 2 Donevan Recreation Complex Harman Park Arena – North Pad
Monday to Friday	Open to 5:15 p.m. 10:15 p.m. to close	<ul style="list-style-type: none"> Delpark Homes Centre – Pad 3 Delpark Homes Centre – Pad 4

8.3 Flood Schedules

In order to maintain the efficient scheduling of staff, ice floods and to ensure the accurate communication of pad and room assignments to participants, the City requires that all affiliated clients provide ice use schedules and flood requests to the Facility Booking Office at least 7 days prior to the booking.

The City reserves the right to accept or modify ice flood requests to ensure the achievement of operational efficiencies and pad coordination. An additional game flood will be considered in a time block of less than two hours (i.e. a flood at the end of the second period) if the following conditions are met:

- The flood request is noted on schedules submitted to the Facility Booking Office.
- The game is curfewed after 80 minutes in a 90 minute scheduled time or after 95 minutes in a 105 minute scheduled time.
- The additional flood will not disrupt the flood schedule on an adjoining pad.

Special requests for a modification to ice flood schedules must be done through the Facility Booking Office.

8.4 Curfewed Ice

The City reserves the right to curfew any games, including tournament games, to maintain the schedule submitted and will consider the cancellation of any or all permits if the user does not cooperate in the implementation of this Ice Allocation Policy document. It is the responsibility of the client to inform the Facility Booking Office of any special requirements regarding curfews at the time the schedules are submitted.

8.5 Opening Arenas Outside of Hours of Operation

The opening of arena facilities on statutory holidays, when they are normally closed, or beyond established operating hours (as defined by this Ice Allocation Policy document), may be considered only if the applicant agrees to pay for the full operational costs for such an opening and pending the availability of staff. All reasonable requests will be reviewed. Submitting an application does not guarantee approval. Prior to commencing any appeal, the applicant must agree, in writing, to pay for the full operational costs, as described above.

8.6 Vendor and Concession Services

- 8.6.1 Permit holders must receive permission to provide any level of vendor or concession services at any City facility at any time, including but not limited to photographers, mouth guard clinics and apparel fittings.
- 8.6.2 All requests must be submitted in writing a minimum of 14 days prior to the booking.
- 8.6.3 The granting of permission to sell or distribute products and services will be respectful of existing concession contractual obligations and be contingent upon meeting all additional requirements as specified by the City.

8.7 Facility Conditions

It is the responsibility of the Permit Holder to inspect the facility including but not limited to change rooms, ice surfaces, doors, boards (glass) and bench areas to ensure that the facility is safe for the purposes of their activity. In the event that there is damage or maintenance required, the Permit Holder shall immediately notify staff. If there is an unsafe condition, the Permit Holder and all participants of the booking shall refrain from using the facility.

9.0 General Administration

9.1 Permit Requirements

Any structured usage of City facilities requires a valid permit (signed by the client or a designated representative of the applicant organization and the City). Un-permitted use is prohibited.

By signing the permit, the applicant is acknowledging that they and/or the organization they represent agrees with the policies, procedures, by-laws, rules and regulations, terms and conditions on the permit and shall be referred to as the Permit Holder.

9.2 Rental and Administration Fees

All clients will be charged rental, amendment and cancellation fees as outlined in Schedule B of the [General Fees and Charges By-law 13-2002](#).

9.3 Client Indemnification

The Permit Holder shall defend, indemnify and save harmless the City of Oshawa and its members of Council, officers, volunteers, employees and agents against any and all costs (including legal fees and disbursements), expenses, losses, liabilities, claims, demands, actions or causes of action, or direct, indirect, general, special, incidental or consequential damages suffered or incurred by the City of Oshawa (including claims made by third parties against the City of Oshawa) as a result of a breach of a term or provision of this Agreement by the Permit Holder or in any way, related to the Permit Holder's use and operation of the property and premises; the conduct of those persons in their care, custody or control and/or all activities occurring before, during and after their allocated time.

The Permit Holder (for itself and its insurers) shall release the City of Oshawa and its members of Council, officers, employees, volunteers and agents and waives any rights, including rights of subrogation, it may have against them for compensation for any loss and all costs (including legal fees and disbursements), expenses, losses, liabilities, claims, demands, actions or causes of actions, or direct, indirect, general, special, incident or consequential damages suffered or incurred by or damage occasioned by the Client's use, operation, activities and/or occupancy within the property and premises before, during and after their allocated time.

9.4 Insurance Requirements for Permit Holders

The Permit Holder shall during permitted time arrange, pay for and keep a Comprehensive General Liability (CGL) or General Liability insurance policy written on an occurrence basis with a limit of coverage of not less than two million dollars (\$2,000,000) in respect of any one accident or occurrence with The Corporation of the City of Oshawa named on the Policy as an Additional Insured. The liability policy cannot contain an exclusion for participants participating in any activities being held by the client. Policy coverage shall include, but is not limited to, third party bodily injury including death, property damage and personal injury. The Policy shall contain a cross liability and/or severability clause that protects each insured to the same extent as if they were insured separately. The Policy shall be endorsed to provide the City of Oshawa with not less than thirty (30) days' notice in writing of any cancellation, material amendment or change restricting coverage. The Policy must be with an insurance company or companies licensed to operate in the Province of Ontario and acceptable to and in a form satisfactory to the City of Oshawa.

The Permit Holder shall verify that valid insurance coverage as set out in this policy is in place by submitting an Insurance Certificate (I.C.) that must be acceptable in all respects to the City of Oshawa. Upon expiry of the I.C., the Permit Holder must provide an up-to-date I.C. The Permit Holder agrees to make the policy available to the City of Oshawa for review at any time from time to time in the event of a Claim.

The taking out of insurance shall not relieve the client of any of its obligations under this Agreement or limit its liability hereunder. No policy shall contain any provision, which would contravene the obligations of the client hereunder or otherwise be the detriment of the City of Oshawa.

9.5 Respect Check Policy

Respect Check is a code of conduct policy, which enforces a set of expectations to address inappropriate behaviours, violence and vandalism that negatively affects the experience of individuals or creates unsafe conditions. The Respect Check policy identifies how these behaviours will be addressed when it occurs within any City facility or in association with any service, program or event provided by, or associated with the City of Oshawa.

The City encourages and supports all organizations using City facilities to take primary responsibility for developing, implementing and managing their specific behaviour management policies to align with the City's [Respect Check Policy](#). The Corporation will make its best effort to mitigate all situations, however, in the course of public service, events may be beyond the Corporations' control. The Respect Check policy is aligned with the following policies, acts and regulations:

- City of Oshawa – Respect in the Workplace – Harassment and Violence Policy LR14.10
- Trespass to Property Act
- City of Oshawa – Trespass By-law 98-2013
- Occupational Health and Safety Act, R.S.O. 1990, c. 0.1
- The True Sport Movement: Canadian Centre for Ethics in Sport

A patron's experience with us is based on the values of fairness, excellence, inclusion and fun. All persons have the right to be safe and feel safe while attending or working at a program, facility or property so that they can enjoy their activity sport, or interest. With this right comes the responsibility to be accountable for actions or behaviours that put at risk the safety of others and encourages an environment where there is respect for others. The City of Oshawa has zero tolerance for any form of violence, vandalism or inappropriate behaviours in its recreational programs, facilities or properties.

9.6 Smoke-Free Ontario Act

The Smoke-Free Ontario Act combined with the Regional Smoking and Vaping By-law, prohibits smoking and vaping on municipal property, including publicly owned outdoor sporting areas, spectator areas, playgrounds, public areas, and parking lots. The Permit Holder is responsible in ensuring that no smoking occurs on City property for the duration of this permit and to ensure any person(s) smoking and/or vaping must leave City property or immediately extinguish the cigarette. Those person(s) who are caught smoking and/or vaping and do not leave the property shall be guilty of an offence and upon conviction is liable to a fine of not more than \$5,000 exclusive of costs, as per the *Provincial Offences Act*, R.S.O 11990, c. P. 33, as amended.

9.7 Municipal Alcohol Policy

The City considers each application for a facility permit for Special Occasion individually and based on the [Municipal Alcohol Policy](#) and the Alcohol and Gaming Commission of Ontario guidelines.

Facility permits shall not be issued for a Special Occasion Permit event where the primary audience is underage persons or any minor sports event.

The City may issue facility permits for Special Occasion Permit family events such as sports tournaments, anniversaries, weddings and christenings with the proviso that it is illegal to provide underage participants with alcohol. No alcohol advertising or sponsorship shall be permitted at these events.

9.8 Ice Allocation Policy review and update

The Ice Allocation Policy will be reviewed on a regular basis, initiated by the Facility Booking Office, and updated as required. The Facility Booking Office has the authority to adjust procedural items related to timing, process, etc. as appropriate and to respond to Council directions related to revenue achievement and strategic business approach.