



POLICY ON USE OF CITY HALL FACILITIES

Policy Number	P2023-07
Classification	ADM
Effective Date	2023-11-20
Approval Authority	COUNCIL
Supersedes	1997-02
Mandated Review	2028

1. PURPOSE

The purpose of this policy is to provide guidance for requests for use of City Hall facilities. The process begins with the receipt of a facility request and ends with the decision to approve or deny its use.

2. SCOPE

This policy applies to all bookable City Hall facilities with the exception of Council Chambers.

3. DEFINITIONS

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|--------------------------------|--|
| (1) ACTIVE SOLICITATION | means the act of directly approaching people for the purposes of sharing information, recruitment or sales. |
| (2) USER GROUP | means the group or organization requesting to use space at City Hall, as identified on the City Hall Booking Form. |

4. POLICY STATEMENT

The City of Bathurst seeks to make effective use of facilities at City Hall and recognizes the importance of providing its facilities to community groups and individuals due to the value it offers in being a part of that community. The City will, where possible and within reason, provide facilities space for various groups or individuals, provided the space is not being used for commercial, political or religious events.

1. Use of City Hall Building

- a) The meeting rooms and other spaces inside City Hall shall be used primarily by Bathurst City Council, City of Bathurst staff and the general public to carry out day-to-day civic business.
- b) When not being used by City staff and/or Bathurst City Council, the following rooms and spaces may be booked for a one-time event by not-for-profit organizations, or groups by filling out the attached form.

2. Council Chambers

- a) It is the policy of the City of Bathurst that the Council Chambers at City Hall be used exclusively for meetings of Council and/or functions related to the administration of municipal services.

3. Pavilion Boardroom

- a) The Pavilion Boardroom will be available on a first come first served basis at no charge for non-profit organizations. It cannot be used for commercial, political or religious events. Organizations cannot charge for attending any of their sessions nor can any item be sold during the event. The room will be available during the City's working hours.
- b) The user group agrees to follow all of the terms and conditions as outlined in this policy.
- c) The City is not responsible to provide any equipment which may be needed by a presenter. Internet access is available via the public library.
- d) The City is not responsible for any lost or stolen items.

4. 2003 Canada Games Boardroom

- a) If not in use by the City, this room will be available at no charge during working hours under the same terms and conditions as the Pavilion Boardroom.

5. Pavilion Gymnasium

- a) The gymnasium is available for lease, on a first come first serve basis. A disclaimer provided by the City of Bathurst must be signed by the users. (A copy of the disclaimer is attached hereto).
- b) The Lessee agrees to follow all of the terms and conditions as outlined in the Disclaimer.
- c) The fee for the rental of the gymnasium is outlined under section "City Hall Facilities" in the Tariff of Fees Policy No. 2003-02.

6. Availability

- a) All public booking of City Hall building space is subject to availability at the time of the booking. Furthermore, if Bathurst City Council or a member of the City's Senior Management Group deem it necessary to use the space in question, the booking shall be cancelled and the user group informed as soon as possible. This is necessary to ensure the ongoing operation of City Hall. User groups are informed of this provision on the form to request a reservation.

7. Allowed Activities

- a) Within the City Hall building, the following activities are prohibited:
 - i. Public rallies involving people protesting, promoting or supporting an issue;
 - ii. Collection of names on a petition, recruitment or membership drives; and
 - iii. Registered or unregistered political party events or displays.
 - iv. Active solicitation.

- b) City Hall is a non-partisan venue year-round. Council Members, members of the Legislative Assembly and Members of Parliament are welcome to attend events at City Hall to fulfill their roles and responsibilities as elected officials during an election campaign, but shall refrain from any campaigning.

8. Conditions of Use

- a) The following conditions of use shall apply to the use of City Hall spaces:
- i. Activity that interferes with or disrupts normal legislative, business or booked activity at City Hall shall not be permitted.
 - ii. Events will be managed to respect the ongoing operation of City Hall. Noise levels will be kept to a minimum. Any complaints regarding noise shall be directed to the staff liaison associated with the booking.

5. RELATED POLICIES

- Tariff of Fees Policy No. 2003-02.

6. RELATED DOCUMENTS

- Disclaimer – Pavilion Gymnasium (Schedule A).
- Form for Reserving Boardrooms at City Hall (Schedule B).

7. REPEALED

1997-02 AVAILABILITY OF CITY HALL FACILITIES POLICY is repealed and replaced with the proposed new policy.

8. REVISION HISTORY

Date (mm/dd/yyyy)	Description of Change	Sections	Person who Entered Revision (Position Title)	Person who Authorized Revision (Position Title)
07/03/2025	Updated Schedule A	Schedule A	Amy-Lynn Parker (City Clerk)	Amy-Lynn Parker (City Clerk)

SCHEDULE A

DISCLAIMER PAVILION GYMNASIUM
GENERAL TERMS AND CONDITIONS
PLEASE READ CAREFULLY, SOME OF THE FOLLOWING CLAUSES CONCERN YOUR PERSONAL RESPONSIBILITY AND LIABILITY FOR THE USE OF THE PAVILION GYMNASIUM
1. Seasonal contracts shall be paid monthly upon receipt of invoice. Non-seasonal contracts must be paid in full at time of booking. A non-refundable payment in full is required for non-seasonal contracts made less than 5 days in advance of booking date.
2. The City of Bathurst reserves the right to cancel or adjust the time on this agreement or any reserved times upon notification at least one week prior to the date of the use, or by reason beyond the control of the City of Bathurst. Time lost may be re-scheduled to an alternative date/time upon mutual agreement between the parties involved. If a re-scheduled time is not available, the time lost shall be credited.
3. The City of Bathurst may terminate this Agreement immediately where the fees have not been paid as set out or where the contract holder is in breach of any of the terms and conditions of this Agreement.
4. The City of Bathurst is not responsible for any loss or damage to any equipment or personal property owned or used by the contract holder or any other person(s) present in the facility by reason of the activities contemplated by this Agreement. The contract holder agrees to indemnify the City of Bathurst for any such loss or damage.
5. Contract holder is responsible for any damage incurred to the facility or City property and equipment because of any act or omission of the contract holder or the group represented by or affiliated with the contract holder, your members, users, and invited guest. In the event of any damage, the City will make all repairs necessary, and the contract holder will be responsible for repayment to the City of Bathurst.
6. Food & beverages of any kind, are not permitted on the playing surface. Furthermore, any drugs, alcohol or illegal substances are not permitted inside the facility.
7. The Pavilion Gymnasium is a non-smoking facility – as required by the City of Bathurst Smoking By-law. Anyone caught smoking in the facility may be charged and fined and will be evicted.
8. Any group misusing the facility, causing public disturbance, or harassing City maintenance staff will be suspended from any further use of City recreation facilities and all fees will be forfeited.
9. All cancellations must be received at least five (5) days in advance to be eligible for a full refund, unless cancellation is due to inclement weather or if the cancelled reservation has been transferred to another user group. Cancellations not meeting the aforementioned criteria will be invoiced according to their original booking.

SCHEDULE A

10. The contract holder is responsible for ensuring that the facility and any other areas used by the contract holders' participants are left in a clean and orderly condition.
11. The contract holder will be responsible for the setting up, removing and properly storing of equipment within their designated rental time.
12. All users associated with a facility reservation must access and exit the facility at the times stipulated within their agreement.
13. The contract holder is responsible to conduct a pre and post inspection of the facility with each use and for immediately reporting any damage, vandalism, or any other incident deemed worthy.
14. For profit activities within the facility are strictly prohibited without prior written consent from the City.
15. The contract holder must ensure that the outside doors are properly locked upon exiting the facility.
16. This Agreement or any rights and obligations of the contract holder under the Agreement shall not be assigned without the prior written consent of the City of Bathurst.
17. The contract holder hereby releases the City of Bathurst, their successors and assigns, of and from any and all liability of any kind for any foreseen or unforeseen bodily and personal injuries, or damage to personal property, and the consequences thereof arising directly or indirectly out of or occurring during the contract holders rental or occupation of the facility or any part thereof and the contract holder agrees to and does hereby indemnify, hold and save harmless, the City of Bathurst against any claim for bodily and personal injuries or damage to property and the consequences thereof by or through persons who were in attendance under the auspices of, sponsorship of, or as a member, guest, or customer of, or otherwise in connection with the contract holder.

I, the undersigned, have read, understood and agree to the above conditions and terms as listed in this contract and acknowledge they are not enforceable until signed and submitted to the City of Bathurst.

PRINT NAME: _____

SIGNATURE: _____

DATE: _____

SCHEDULE B

	Form for Reserving Boardrooms at City Hall Formulaire pour réserver les salles de conférences à l'hôtel de ville The boardrooms are available to book for one-time activities <i>Les salles de conférences peuvent être louées pour un événement ponctuel</i>
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EVENT INFORMATION

RENSEIGNEMENTS SUR L'ÉVÈNEMENT

Name of Event / Nom de l'évènement _____

Name of Group or Organization _____

Nom du groupe ou de l'organisme _____

Event description _____

Description de l'évènement _____

Date _____

Start Time
Heure de début _____

End Time
Heure de fin _____

EVENT DETAILS

DÉTAILS DE L'ÉVÈNEMENT

Type of Event _____

Type d'évènement _____

☐ Cultural / Culturel

☐ Other / Autre _____

☐ Not-for-profit / Sans but lucratif

How many people are expected? _____

Combien de personnes sont attendues? _____

CONTACT INFORMATION

COORDONNÉES

Name / Nom _____

Address / Adresse _____

City / Ville _____

Postal Code / Code Postal _____

Phone / Téléphone _____

Email / Courriel _____

SECONDARY CONTACT

COORDONNÉES SECONDAIRES

Name / Nom _____

Phone / Téléphone _____

Email / Courriel _____

I have read, understand, and agree to the conditions and terms as outlined in Policy 2023-07 relating to use of City Hall Facilities.

J'ai lu, compris et j'accepte les conditions énoncées dans la politique 2023-07 concernant l'utilisation des installations de l'hôtel de ville.

I also understand that the booking may be cancelled if it is deemed necessary by Bathurst City Council or a member of the City's Senior Management Team.

Je comprends également que la réservation peut être annulée si elle est jugée nécessaire par le conseil municipal de Bathurst ou un membre de l'équipe de la haute direction de la Ville.

Signature

Date