



CURVE LAKE FIRST NATION COMMUNITY CENTRE POLICIES

POLICY 01.002

Policies and Procedures

Policy Framework and Support Procedures to guide and properly manage the Curve Lake First Nation Community Centre.

Approved by Council on September 11th, 2017.

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INTRODUCTION

Application:

The purpose of this policy is to regulate and formalize the relationship between Curve Lake First Nation and those who wish to rent the Curve Lake First Nation Community Centre for events.

Exclusions:

Responsibilities:

Council is responsible to ensure that Policy is in place to ensure transparent and effective governance.

Administration is responsible to ensure that the Policies and Procedures of the Curve Lake First Nation are followed and to identify areas of policy concern.

Human Resources is responsible to ensure employment practices and procedures conform to legislation and the approved Curve Lake First Nation Policies.

Employees are responsible to meet the requirements of this policy and their job description, and carry out the functions in a professional manner

Review:

This policy will be reviewed every three years and may be amended from time to time.

Dates:

It was implemented on September 11th, 2017.

DEFINITIONS

IN THIS POLICY,

- a. **“Alcohol”** includes, but is not limited to, “beer”, “wine”, “spirits” or any homemade beverage with alcohol content.
- b. **“Ban”** means no longer being able to attend at the Centre, exemptions do apply.
- c. **“Caretaker”** is the person appointed by Chief & Council or the General Manager through delegation.
- d. **“Inventory List”** is a list maintained by the Caretaker of all CLFN property.
- e. **“No Incidents Report”** means a report issued after there have been no incidents, such as a disturbance, injury, or other issue, at an event at the Centre.
- f. **“Primary Inspection”** means an inspection of the Centre conducted by the Centre’s Caretaker and the renter, together.
- g. **“Rental Agreement”** is the agreement between Curve Lake First Nation and the renter.
- h. **“Renter”** means the person applying to use the Centre.
- i. **“The Centre”** refers to the Curve Lake First Nation Community Centre located at 20 Whetung St. E, Curve Lake, ON, K0L 1T0.

CHAPTER 1 – RULES & REGULATIONS

RENTAL

1. Any person or group wanting to rent the Curve Lake First Nation Community Centre must:
 - (1) Pay the rental fee in “*Schedule 1*” one week prior to the scheduled event;
 - (2) Pay the damage deposit in “*Schedule 1*” one week prior to the scheduled event, and;
 - (3) Agree to all the rules and regulations.

RENTER RESPONSIBILITIES

2. The applicant agrees to be totally responsible for:
 - (1) Loss of supplies and equipment;
 - (2) Damage to the interior or exterior of the building, parking lot, and property;
 - (3) Fixing any damage to a standard acceptable to Curve Lake First Nation.

MAXIMUM CAPACITY

3. The maximum capacity of the Centre is set at 240 persons.

SMOKE

4. Smoking is prohibited in the Community Centre except:
 - (a) Smoke for ceremonial purposes

LIABILITY

5. Curve Lake First Nation is not responsible for any injuries, accidents, or loss of property to the renter or any other person while on the premises of the Curve Lake First Nation Community Centre.

ALCOHOL AND LICENSING

6. Alcohol is not permitted on the premises, except under all of the following conditions:
 - (1) A valid Special Occasion Permit issued by the LCBO;
 - (2) Fully adhering to the Alcohol and Gaming Commission of Ontario’s laws and regulations;
 - (3) The bar must be closed and no alcohol served after 12:30am;
 - (4) The Centre will be closed to the public at 1:15am;
 - (5) The renter must have Licensed Servers manage the bar at all licensed events;
 - (6) The servers must show proof of their license;
 - (7) There is a two drink limit per person at any given time;

(8) The person whose name is on the permit must be present during the entire event.

7. All Special Occasion Permit's issued by the LCBO must state:

(1) Minors will be attending the function;

(a) For private functions, the applicant has the option of permitting or not permitting minors to attend;

(2) The applicant relieves the Curve Lake First Nation of any liability to which damages occurs either human or material during and after the caretaker report is completed, and if necessary, any damages rectified.

SECURITY

8. Renter must hire security officers at all liquor licensed events and other major events which may require security:

(1) Renter is responsible for the costs of security;

(2) A list of potential security officers and servers will be made available with the rental application package.

OVERNIGHT RENTAL

9. Prior approval from Curve Lake First Nation must be obtained before overnight rental is possible;

(1) This includes sleeping overnight in the Centre.

KITCHEN USE

10. When the kitchen is being rented, all supplies and equipment must remain in the building.

11. Renters must bring their own containers if they wish to remove any food or beverages from the Centre.

12. The kitchen must be cleaned upon completion of the event.

13. Styrofoam is not to be used. Dishes, flatware, etc, are to be used instead.

PREPARATION TIME

14. Preparation time for major events is allowed and included in the rental fee.

15. Major events include, but are not limited to;

(1) Weddings;

(2) Arts and crafts shows;

(3) Meetings;

- (4) Workshops.

DECORATIONS

16. Decorations, supplies, and equipment must be removed from the building immediately following the function unless approval is obtained from the caretaker.
17. No confetti is allowed on the premises at any time.

HYDRO HOOK-UPS

18. Hydro hook-ups for outdoor events are not permitted at any time.

SET UP AND CLEANING

19. Setting up a particular floor plan and cleaning up after the event can be provided for the fee in "*Schedule 1*";
 - (1) This excludes kitchen duties such as cleaning and storing of pots;
 - (2) The kitchen remains the renter's responsibility.

WAKES AND FUNERALS

20. The rental fee is waived for a wake and/or a funeral.
21. Wakes or funerals take priority over any bookings of the Centre.
22. If any event is cancelled because of a wake or funeral:
 - (1) All fees and deposits will be refunded.

DAMAGE DEPOSIT

23. The damage deposit referred to in "*Schedule 1*" is required for all rentals.
24. The damage deposit is refundable within three weeks after the rental if:
 - (1) There is no damage to the property;
 - (2) There is no theft;
 - (3) & there is no injury.
25. If there is damage, theft, or injury then:
 - (1) The actual cost of the above is calculated;
 - (2) If it is higher than the damage deposit, the renter is responsible for paying the difference;
 - (3) If it is lower than the damage deposit, the balance will be refunded to the renter upon completion.

APPLICATION PROCEDURE

26. Information packages and application forms for renting the Centre are available from the reception desk at the Curve Lake Government Services Building.
27. Applicants must contact the receptionist at the Curve Lake First Nation Government Services Building when reserving the Centre and specifying the date and time.
28. Applications will only be honoured when the applicant has submitted:
 - (1) A completed application form;
 - (2) The entire rental fee;
 - (3) And the damage deposit.
29. A detailed floor plan must accompany the application package if the applicant requires the Community Centre to be set up.

CANCELLING A RENTAL AGREEMENT

30. To cancel an agreement:
 - (1) One weeks' notice prior to the event date must be given to Curve Lake First Nation Government Services Receptionist:
 - (a) If one weeks' notice is not given, the rental fee is forfeited unless;
 - (b) An emergency prevented giving one weeks' notice;
 - (c) Refunds for emergencies are at the discretion of Curve Lake First Nation Chief or General Manager.

INSPECTION

31. The renter and Caretaker must conduct a primary inspection prior to the function;
 - (1) Any discrepancies must be noted at that time;
 - (2) This inspection will serve as an orientation session for the renter to obtain more information about the Centre.

CHAPTER 2 – CARETAKING

ARRIVAL

32. The Caretaker will arrive at least thirty minutes prior to the event/function start time;
 - (1) Upon renter's request, the Centre will be opened at a designated time.

REMAIN AT EVENT

33. The Caretaker will remain at the Centre during any event/function.

COMMUNITY CENTRE EVENT REPORT

34. Following every scheduled event, a Community Centre Event Report must be completed by the Centre Caretaker including:

- (1) A “no incidents” report;
- (2) An inventory list;
 - (a) The inventory check list is to be completed after all events, including wakes and funerals.

CHAPTER 3 – DISTURBANCES

CAUSING A DISTURBANCE

35. Any person or persons causing a disturbance or breaking laws, by-laws or the policies in this document, will be automatically banned from the Centre.

DISTURBANCES

36. A disturbance includes, but is not limited to:

- (1) Illegal drug use;
- (2) Illegal alcohol abuse;
- (3) Fighting;
- (4) Shouting loud enough to cause a commotion;
- (5) Vandalism;
- (6) Insulting or obscene language;
- (7) Impeding or molesting people;
- (8) Reasonable opinion of the Caretaker.

ACTS CONTRARY TO FEDERAL, PROVINCIAL, OR CLFN BY-LAWS

37. No action or display contrary to the Criminal Code of Canada, Provincial law, or Curve Lake First Nation By-Laws shall be allowed.

BAN LENGTH

- 38. First offence results in a six month ban;
- 39. Second offence results in a twelve month ban;
- 40. Third offence results in a twenty-four month ban;
- 41. Any further offences, after the third, results in a presumptive permanent ban.

BAN EXEMPTIONS

- 42. Any person barred from entering the Centre may enter the building for:
 - (1) The purpose of voting in all First Nation authorized elections and referendums;
 - (2) For the purpose of bereavement;
 - (3) For the purposes of an emergency.

LETTER OF SUSPENSION

- 43. A letter of suspension will be issued to the person(s) who has been barred.
- 44. Copies of that letter will be given to;
 - (1) Curve Lake First Nation Chief and Council;
 - (2) Curve Lake Anishinabek Police Force;
 - (3) Community Centre Caretaker.

PARDON

- 45. Pardons will be automatically given five years after the most recent suspension letter.

UPDATED LIST

- 46. A list of those suspended from the Centre will be:
 - (1) Kept updated;
 - (2) Available for public viewing.

RESPONSIBILITY OF RENTER

- 47. It is the responsibility of the renter to ensure that the people on the list are not permitted into the Centre.

POLICE ASSISTANCE

- 48. If any difficulties arise, and the Community Caretaker or security officers are not present, the renter should call the police for assistance.

AUTHORITY OF SECURITY

- 49. Security will be responsible for filing reports with the Community Caretaker;
- 50. Security has the authority to enforce policy and call police if needed.

CHAPTER 4 – APPEALS

Written Appeal

- 51. An individual who has been barred from the Centre may appeal this decision by filing a written appeal within five (5) business days of the written suspension notice.

CHIEF AND COUNCIL TO RESPOND

- 52. Chief and Council will convene to review the appeal and provide a written decision within 30 calendar days from receiving the written appeal notice;
 - (1) While the appeal is being reviewed, any barred members will remain barred.

DECISION FINAL & BINDING

- 53. Decisions of Chief and Council are binding and final.

CHAPTER 5- FORMER POLICIES

REPLACE

- 54. This policy replaces the former Community Centre policy that was approved on August 24, 1999 and amended on April 21, 2008.



SCHEDULE 1- FEES

RENTAL

- 1.** Rental fees for the Curve Lake Community Centre will be as follows;
 - a. Flat rate without use of kitchen- \$150;
 - b. Flat rate with use of kitchen- \$250;
 - c. Events that are two hours or less- \$50;
 - d. For the weekend (includes Friday, Saturday, Sunday)- \$500;
 - e. For community meetings (hosted by Chief and Council, Departments and Committees of Curve Lake First Nation)- \$50.

SET UP & CLEANING


- 2.** \$150

DAMAGE DEPOSIT


- 3.** \$200


POLICY APPROVAL

This Policy was passed during a duly convened meeting of the Curve Lake First Nation Council held on September 11th, 2017.



Chief Phyllis Williams


Councillor Laurie Hockaday

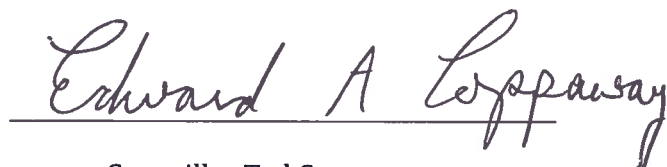

Councillor Gary Williams


Councillor Tiffany Taylor

Councillor Shane Taylor


Councillor Arnold Taylor


Councillor Deborah Jacobs


Councillor Ted Coppaway

Councillor Lorenzo Whetung