

RESORT VILLAGE OF MANITOU BEACH

SPECIAL EVENTS IN PARKS & PUBLIC SPACES

BYLAW 12-2022

1. **Purpose:** To Guide Acceptable Uses of Park Space within the Resort Village of Manitou Beach
2. **Authority:** Council
 - i) Upon APPROVAL of Council, permitted events applied for by Resort Village of Manitou Beach Committees under Council shall be exempt from rental fees.
3. **Not Permitted in Parks During Events:**
 - i) Alcohol
 - ii) Fireworks
 - iii) Food Trucks
 - iv) No Driving or Parking on Green Spaces
 - v) No Cutting or Trimming of Trees and Shrubs
4. **Village Responsibility:**
 - i. The RVMB will cut grass and trim area 1-3 days prior to event.
 - ii. The Resort Village will post signage indicating the vicinity is rented for a private function. Please be aware that these are still public spaces, and there may be residents, and/or tourists that may be in the general area.
 - iii. Any applicable keys to be picked up the day prior to the rental, and dropped the following business day, or in the drop box at the Village Office.
 - iv. The Resort Village of Manitou Beach reserves the right to refuse rental of facilities.
 - v. Every effort is made to prevent double bookings, however, if such condition should exist, the facility shall remain rented to the party that paid the deposit first. Under these conditions, the other party would be refunded their deposit if paid.
5. **Licensee Responsibility:**
 - vi. The permit issued is granted to the exclusive use of the Licensee (and if applicable; its extended group), and may not be transferred, assigned, or sub-licensed to another person or group.
 - vii. The Licensee is responsible to comply with all applicable Resort Village of Manitou Beach Bylaws and polices, and if applicable, is responsible to educate their group on said Bylaws and Policies.
 - viii. Licensee usage refers only to area specified on permit.
 - ix. The Licensee is responsible for the conduct and supervision of all persons using the facility, Park, or open spaces with respect to the activities described on the permit.
 - x. The Licensee will be provided with an 'On Call' phone number to use in case of emergency. Emergency call outs can be subject to an additional fee up to \$100.00.
 - xi. No trimming of trees or shrubbery in any RVMB Park Area.
 - xii. The Licensee is responsible for their own garbage clean up and will supply their own garbage bags, to either take off site, or as instructed by Village Staff. Failure to cleanup garbage will result in an additional charge of \$100.00.
 - xiii. All vehicles must use existing roadways and parking lots. Parking is not permitted on grassed areas.
 - xiv. The Renter must keep a copy of the permit issued as proof of booking.

6. Access:

- i. Access is permitted for people with disabilities and mobility issues with a golf cart, making minimal trips across green space.
- ii. No personal light or heavy-duty vehicles, or terrain vehicles are allowed in the parks at any time.
- iii. The Licensee agrees that they will not access the facilities prior to or after the booked times as specified on permit.

7. Decorations:

- i. Decorating, set up, and tear down must be done within the stated booking time on permit.
- ii. Only non-offensive decoration that are in good taste will be allowed.
- iii. Absolutely no confetti, glitter, silly string, or sprinkles of any kind are allowed in the Resort Village of Manitou Beach Parks. If used, an additional clean up fee of \$100.00 will be charged.
- iv. Decorations must be placed using existing nails or hanger. No staples, nails, or screws will be added to the gazebos or trees. If not available, low tac masking tape may be used.

8. Liability:

- i. The Licensee assumes all risk and responsibility for all personal injuries that might occur to self, or persons at the event, or personal property when using the venue during the rental period stated on the application. The Licensee releases the Resort Village of Manitou Beach and its employees and directors from any liability for such injuries and damages. The Licensee agrees to make no claim against or sue the same for injury, death, or damages resulting from rental of the facility.
- ii. The Resort Village is not responsible for items lost, misplaced, or left at the venue.
- iii. The Licensee is responsible for any items removed from the venue or damage done at the venue. The Licensee assumes financial responsibility for any damages caused to the facility.

9. Rental Rates:

A deposit of half the rental rate is needed to secure your reservation. With full payment one week prior to the event with credit card left on file in the event of any other fees charged out in accordance with Section 4. Please note that all deposits are non-refundable, and all proceeds go to the upkeep of Resort Village of Manitou Beach Parks & Parks Facilities.

8:30 am to 11:00 pm (or part thereof)- \$350.00

8:30 am to 3:30 pm (or part thereof)- \$200.00

4:00 pm to 11:00 pm (or part thereof)- \$200.00

Wedding Surcharge- \$100.00

Public Events Surcharge- \$250.00

Definition of Public Events: referring to events open to & attended by the public, or which include, but are not limited to such events as concerts, workshops, festivals, parades, performances, and other gathering or exhibition, regardless of any fee or age requirement.

10. Effect:

This bylaw takes effect on the day of adoption by resolution from the elected officials of the Resort Village of Manitou Beach.

Read a first time this 11th day of April 2022: Resolution 2022-0095

Read a second time this 11th day of April 2022: Resolution 2022-0096

Read a third time and takes effect on this 25th day of April 2022: Resolution 2022-00108

SEAL

Mayor

Chief Administrative Officer