

**Policy Title: Payment and Refund of Facility Rental Fees**

**Policy Number: 04-01-05**

Section:	<b>Finance and Accounting</b>	Subsection:	<b>Fees and Other Revenue</b>
Effective Date:	<b>July 16, 2018</b>	Last Review Date:	<b>September, 2016</b>
Approved by: <b>Council</b>	Owner Division/Contact: <b>Recreation Division Community Services Department</b>		

## Policy Statement

Facility rental fees and refunds are administered according to this policy.

## Purpose

This policy establishes payment terms for all Facility rentals and the criteria under which refunds may be given.

A quick reference chart, attached as Appendix 1, provides a snapshot of payment requirements and cancellation penalties by Facility rental type.

## Scope

This policy applies to

- All Facility rentals, including those that include food services provided by the City (i.e. Banquets and Golf Tournaments)
- All users and user groups, including groups having affiliated group status under Corporate Policy and Procedure - Community Group Registry Program

## Exclusions

This policy does not apply when the use of the Facility is subject to internal charge-back (i.e. Facilities used for the operation of City programs, staff meetings, etc.).

Fees to rent City Facilities are mandatory. Rental fees and other applicable charges are established annually by by-law and are not included in this policy. The Customer Service Centre (CSC) can provide the current rental rate schedule.

## Definitions

For the purposes of this policy:

“Banquet” means a plated (seated), buffet line or similar style food service where customer needs are met by service staff throughout the function.

“Catering Charges” means the total cost of food and beverage purchases and other sundry and miscellaneous items associated with the function (e.g. upgraded linens).

“Contract” means a formal issuance, by the City, to a person or group for the rental of space under the City’s standard terms and conditions and may include additional charges for costs incurred for services over and above the Facility rental fees (e.g. SOCAN, Re:Sound music fees; insurance).

“Director” means the Director of Recreation, the Director of Parks and Forestry or the Director of Culture or his/her designate.

“Facility” means meeting rooms, lobbies, auditoriums, pools, arenas, gymnasiums, museums, theatres designated Banquet facilities, golf course club houses, parks, picnic areas, sports fields and other facilities which are owned or operated by the City of Mississauga. It does not include cemeteries, marina slips or properties which are leased or under a management and operation agreement for long-term use.

“Golf Tournament” means events booked at City of Mississauga golf courses that include golf and/or food services. The Facility rental applies to the food service component of the event where an indoor space is utilized.

“Long Term Contract” means a Contract that includes a series of regular dates over a span of more than one month.

## **Contracts**

A Contract listing the date(s) booked is issued for all Facility rentals. The terms and conditions for use must be accepted by the customer prior to use of the Facility. Failure to acknowledge a Contract or to comply with the terms and conditions of a Contract will result in the City cancelling the booking. If the customer wishes, he or she may re-book, providing all terms and conditions are met and the space is still available.

## **Placing Facilities on Temporary Hold**

Due to demand, rentals for ice, pools, sports fields and parks will not be placed on temporary hold. Otherwise, in order to allow the customer to view the Facility prior to booking or to arrange to provide the required payment, a Facility may be put on temporary hold. In such cases, the temporary hold period cannot exceed five calendar days (with the exception of filming productions, designated Banquet facilities, Meadowvale Theatre and the Small Arms Inspection Building, which may exceed this period) and will be cancelled by the City if the booking is not finalized within the required time period.

If the rental agreement involves an event where alcohol will be served, the Facility may be put on temporary hold for a maximum of twelve calendar days to allow time for the customer to meet the Conditions for Serving Alcohol outlined in Corporate Policy and Procedure – Use of Public Property – Serving Alcohol at City Facilities.

## Payment Terms

The City's standard payment terms are based on the principle of full payment in advance of use. Post-dated payments, if required, must be supplied at the time of firming the Contract and may take the form of preauthorized credit card payments or post-dated cheques. Standard payment terms are as follows:

### Bookings Other Than Long Term Contracts

Bookings other than Long Term Contracts

- If the rental agreement is for three hours or less, full payment is required at the time of booking
- If the booking is made within 30 days of the rental date noted on the Contract, regardless of the duration, full payment is required at the time of booking, and
- If the rental agreement is for greater than three hours, a 25% initial payment is required at the time of booking, with full payment due 30 calendar days prior to the rental date noted on the Contract (see Note, below)

### Long Term Contracts

- If booked less than 30 calendar days prior to rental start date, payment is required at time of booking for the current month and following month (e.g. booking for July and made in July – payment for any July dates and August 01 payment due), and
- If booked 30 calendar days or more prior to rental start date, full payment is required on the first day of the previous month (e.g. booking in May for July – July payment due June 01) (see Note below)

Note: The City may require full payment at the time of booking due to previous non-compliance with the City's standard payment terms.

### Banquets

Standard payment terms for Banquets are:

- Full Facility rental fee, based on the approved rental rate, plus 25% of minimum per person Catering Charges and 25% of any additional Contract fees at the time of booking
- 50% of the total Catering Charges and Contract due 90 calendar days prior to Contract date
- Full payment of outstanding balance due 30 calendar days prior to the Contract date, based on the guest number provided on the last issued Contract
- Payment of charges due to adjustments to the final guest count or other items due 5 business days prior to the Contract date
- Full payment of host bar charges, where applicable, due at the conclusion of the event, and

- Payment of additional charges incurred after this date due within 30 calendar days of the final invoice date

### **Celebration Square**

Standard payment terms for Celebration Square are:

- Small events (expected attendance of less than 1,000)
  - Estimated event fees are due at time of Contract signing
  - Payment of additional charges incurred after this date due within 30 calendar days of the final invoice date
- Large events (expected attendance of 1,000 or more)
  - 10% of total Contract on signing
  - Full payment due 7 calendar days prior to the event
  - Payment of additional charges incurred after this date due within 30 calendar days of the final invoice date

### **Golf Tournaments**

Standard payment terms for Golf Tournaments are:

- An initial payment of \$500, required at the time of booking
- Golf Tournaments that include any catering services, which must be purchased from the City, are not charged a Facility rental fee
- Full payment of the outstanding balance is due 30 calendar days in advance of the event date, based on the guest number provided on the last issued Contract, and
- Payment of additional charges incurred after this date due 30 calendar days from the final invoice date

### **Meadowvale Theatre**

Standard payment terms for Meadowvale Theatre when using Meadowvale Theatre box office services are:

- An initial payment of a non-refundable deposit equal to 20% of the total estimated fees (including tax), as outlined in the Facility Rental Contract, required at time of booking
- Full payment of the balance of estimated event fees due no later than 10 business days prior to the reserved date
- Ticket sales collected by Meadowvale Theatre Box Office can be applied to outstanding amounts, as per the Facility Rental Contract, and
- Payment of additional charges incurred after this date due 30 calendar days from the final invoice date

Standard payment terms for Meadowvale Theatre when NOT using Meadowvale Theatre box office services are:

- An initial payment of a non-refundable deposit equal to 50% of the total estimated fees (including tax), as outlined in the Facility Rental Contract, required at time of booking

- Full payment of the balance of estimated event fees due no later than 30 calendar days prior to reserved date, and
- Payment of additional charges incurred after this date due 30 calendar days from the final invoice date

### **Small Arms Inspection Building**

Standard payment terms for the Small Arms Building are:

- An initial payment of a non-refundable deposit equal to 50% of the total estimated fees (including tax), as outlined in the Facility Rental Contract, required at time of booking
- Full payment of the balance of estimated event fees due no later than 10 calendar days prior to reserved date, and
- Payment of additional charges incurred after this date due 30 calendar days from the final invoice date

### **Exceptions to Standard Payment Terms**

Exceptions to the City's standard payment terms are made for Statement Payment Customers, who are allowed to pay after using a Facility rather than in advance, and in cases where the applicable Director authorizes alternate payment terms.

### **Statement Payment Customers**

Statement Payment Customers are issued a statement on the first day of the next month for all amounts owing, including any cancellation charges. Payment is due immediately. The accounts of Statement Payment Customers will be monitored by the Manager, Sport Development and Customer Service Centre (CSC), Recreation Division, Community Services Department. Those that do not meet the required payment terms may be removed from the Statement Payment Customer list and required to pay in advance.

Statement privileges are available upon request to government agencies, school boards and youth-serving community groups affiliated under the Community Group Registry Program policy. Statement privileges are not extended to Banquets, Golf Tournaments and Meadowvale Theatre.

### **Alternate Payment Terms**

Alternate payment terms may be established for an individual Contract with written approval from the applicable Director when, in their opinion:

- The customer has an established history of meeting payment commitments, and/or
- The magnitude of the dollar value of the Contract does not allow the customer to pay in advance

### **Failure to Meet Payment Terms**

All payments must be made when due. The Manager, Sport Development and CSC may cancel bookings if payments are not made when due. In addition, the applicable Director is authorized to

withhold all future bookings and/or cancel statement privileges if payments are not made when due.

New booking requests will not be considered until all outstanding balances are paid in full or until the applicable Director has authorized an alternative payment plan. Collection of overdue accounts will be undertaken in accordance with Corporate Policy and Procedure – Finance and Accounting – Invoicing and Collections.

## Payment Methods

Payments may be made by credit card, cash, debit card or cheque, payable to the City of Mississauga.

Note: Cheques are only accepted if the rental is greater than 14 days from the payment date or the customer is a Statement Payment Customer. Certified cheque(s) will be accepted for rental payments, including Banquets, Golf Tournaments and Meadowvale Theatre, if the rental is 14 days or less from the payment date.

## Declined Payments

Payments which have not been honoured by the bank must be rectified immediately upon notification by the City. The City reserves the right to cancel the booking or to revoke booking and/or statement privileges until full payment is received. An administrative fee, in the amount established by the City's Fees and Charges By-law, will be charged for each declined payment.

Certified cheques may be required from customers with a history of declined payments.

New booking requests will not be considered until the payment has been replaced or until the applicable Director has authorized an alternative payment plan. Staff should refer to Corporate Policy and Procedure – Finance and Accounting – Returned Payments and to the Community Services Department Cash Handling Procedures for information on handling returned cheques.

## Transfers

Transfers to another location or date at the request of the customer may be permitted a minimum of 14 days' prior to the original rental date, in accordance with allowable advance booking limitations and depending on the availability of alternate Facilities and staff resources.

Transfer requests with less than 14 days' notice will be considered on a case-by-case basis and may be approved by the Manager, Sport Development and CSC, in consultation with the appropriate Facility manager.

When transferring from one bookable area to another at a higher rate, the additional fees will be charged. When transferring from one bookable area to another at a lower rate, the payment due

will be adjusted to the lower rate. If full payment has been made, the difference will be refunded or credited to the customer's account.

Circumstances may arise which would necessitate the City transferring a booking to another City location. In this case, no additional charges will be applied. If the customer is transferred to a Facility at a lower rental rate, the City will refund the difference or credit the customer's account. The City may offer additional customer compensation for the inconvenience with the written approval of the applicable Director. Justification for the transfer and/or compensation provided must be documented and retained for audit purposes at the CSC, along with the original Contract.

## **Cancellations and Refunds**

The customer may cancel a Contract or an individual date within a Contract at any time; however, penalties may apply.

Cancellation and refund terms, included in the Facility booking Contract, are as follows

Note: Any amounts collected for SOCAN and Re:Sound music fees and City insurance will be refunded in full at the time of cancellation.

### **Bookings Other Than Long Term Contracts**

Bookings other than Long Term Contracts

- All bookings for a duration of three hours or less are non-refundable
- All bookings for a duration of more than three hours
  - 25% of the Contract is non-refundable if cancelled 30 days or more prior to the rental date
  - 100% non-refundable if cancelled less than 30 days prior to the rental date

### **Long Term Contracts**

- Where Facility space has been allocated by an allocation policy no cancellations or refunds will be permitted, unless specified in the Contract
- Where the full Contract is cancelled, all bookings within the first 30 days are 100% non-refundable. Remaining dates will be cancelled without penalty
- Where individual ("spot") bookings are cancelled with 30 days or more advance notice of the rental date, 25% of the cancelled value is non-refundable
- Where individual ("spot") bookings are cancelled with less than 30 days advance notice of the rental date, 100% of the cancelled value is non-refundable

### **Banquets**

- Facility rental fees are non-refundable
- 25% of minimum per person Catering Charges and any additional Contract fees are non-refundable if cancelled 90 days or more prior to the event

- 75% of the total value of the Catering Charges and any additional Contract fees are non-refundable if cancelled 89 to 15 days prior to the event
- 100% of the total value of the Catering Charges and any additional Contract fees are non-refundable if cancelled 14 days or less prior to the event

### **Celebration Square**

- Small events (expected attendance of less than 1,000)
  - Estimated event fees are non-refundable
- Large events (expected attendance of 1,000 or more)
  - Initial deposit (i.e. 10% of original estimated event fees) are non-refundable if cancelled 30 calendar days or more prior to the event
  - 100% of the event fees are non-refundable if cancelled less than 30 calendar days prior to the event

### **Golf Tournaments**

- Initial payment of \$500 is non-refundable
- 100% of the remaining balance is non-refundable if cancelled 7 days or less prior to the event

### **Meadowvale Theatre**

- Initial deposit is non-refundable
- 100% of the estimated event fee is non-refundable if cancelled less than 30 calendar days prior to the event

### **Small Arms Inspection Building**

- Initial deposit is non-refundable
- 100% of the estimated event fee is non-refundable if cancelled less than 30 calendar days prior to the event

### **Community Groups**

Meeting rooms that are booked at no charge in accordance with the Community Group Registry Program must be cancelled if they will not be used. The cancellation charges outlined in the Recreation Fees and Charges By-Law, as amended from time to time, will be applied if such notice is not provided.

### **Statement Payment Customers**

Statement Payment Customers must adhere to the standard cancellation requirements and will be charged on their monthly statements for cancelled bookings in accordance with the cancellation and refund terms outlined in this policy.

### **Cancellation by the City**

The City may cancel a Contract, or individual dates within a Contract, due to inclement weather,



poor golf course conditions, emergency situations, unscheduled facility maintenance or government elections. Should the City be required to cancel a booking without transferring the customer to another City Facility, a full refund or a credit to the customer's account will be provided.

### **Inclement Weather**

Customers with Contracts for outdoor sport facilities, excluding golf courses and outdoor pools, may cancel a booking due to inclement weather, without penalty, in accordance with the ["Inclement Weather Procedures for Rental Facilities - RAC-06-01"](#) available on the City's external web site or from the CSC.

Note: City staff are responsible for determining if bookings for golf courses and outdoor pools will be cancelled due to inclement weather. A full refund will be provided.

Customers with Contracts for picnic areas or wedding photography may cancel a booking due to inclement weather. Customers must contact the CSC by the next business day at the latest. In accordance with the Fees and Charges By-law, as amended, a cancellation fee will apply.

### **Exceptions**

Non-refundable amounts may be refunded or credited to a customer's account, in whole or in part, including Banquets and Golf Tournaments, if:

- The customer is dissatisfied with the Facility and/or services (e.g. food and beverage or booking process), or
- A staff booking error occurred, or
- There are extenuating circumstances such as a medical condition, a death in the family, or
- Any other significant occurrence which could not be foreseen or prevented by the customer (e.g. power failure, fire alarm, or broken equipment)

The City may require documentation to support the claim.

The reason for the dissatisfaction must be thoroughly investigated by the applicable Community Services Facility and, where applicable, the Manager of Golf and Food Services and found to be justified.

The following approvals and consultation to determine the refund and/or compensation are required:

- Events other than Banquets and Golf Tournaments – the Manager, Sport Development and CSC, after consultation with the manager of the applicable Facility
- Banquets – the Manager of Golf and Food Services, after consultation with the District Manager and the Manager, Sport Development and CSC and

- Golf Tournaments – the Manager of Golf and Food Services, Recreation Division, Community Services Department, after consultation with the District Manager and the Manager, Sport Development and CSC

All other exceptions require the approval of the applicable Director.

In all cases, documentation outlining the justification for the refund or credit must be retained for audit purposes at the CSC, along with the original Contract.

## Revision History

Reference	Description
GC-0034-2005 – 2005 02 09	
GC-0444-2013 – 2013 07 03	
September 28, 2016	Revised to include banquets and golf tournaments and update current practices.
November 21, 2017	Revised to include Meadowvale Theatre.
March 28, 2018	Housekeeping to rename Community Group Support Program to Community Group Registry Program.
July 16, 2018	Administrative revision to add Small Arms Inspection Building detail.

**APPENDIX 1 - QUICK REFERENCE - PAYMENT AND CANCELLATION CHART**

<b>Contract Type</b>	<b>Deposits and Payments</b>	<b>Cancellation Penalties</b>	<b>Notes</b>
<b>Bookings Other Than Long Term Contracts</b>	<ul style="list-style-type: none"> <li>Rental agreement is for three hours or less = full payment at the time of booking</li> </ul>	<ul style="list-style-type: none"> <li>100% non-refundable</li> </ul>	Any amounts collected for SOCAN and Re:Sound music fees and City insurance will be refunded in full at the time of cancellation
	<ul style="list-style-type: none"> <li>Booking is made within 30 days of the Contract rental date, regardless of duration = full payment at time of booking</li> </ul>	<ul style="list-style-type: none"> <li>100% non-refundable</li> </ul>	
	<ul style="list-style-type: none"> <li>Rental agreement is for greater than three hours = 25% initial payment at time of booking</li> </ul>	<ul style="list-style-type: none"> <li>25% of the Contract is non-refundable if cancelled 30 days or more prior to the rental date</li> </ul>	
	<ul style="list-style-type: none"> <li>Full payment due 30 days prior to Contract rental date</li> </ul>	<ul style="list-style-type: none"> <li>100% non-refundable if cancelled less than 30 days prior to the rental date</li> </ul>	
<b>Long Term Contracts</b>	<ul style="list-style-type: none"> <li>If booked less than 30 days prior to rental = payment due at time of booking for the current month and following month (e.g. booking for July and made in July – payment for any July dates and August 01 payment due)</li> </ul>	<ul style="list-style-type: none"> <li>If entire Contract cancelled, all bookings within the next 30 days are non-refundable. Remaining dates will be cancelled without penalty.</li> <li>If individual (“spot”) bookings cancelled 30 days or more in advance of the rental date, 25% of the cancelled value is non-refundable</li> <li>If individual (“spot”) bookings cancelled with less than 30 days’ notice of the rental date 100% of cancelled value non-refundable</li> </ul>	Where Facility space has been allocated by an allocation policy no cancellations or refunds will be permitted, unless specified in the Contract
	<ul style="list-style-type: none"> <li>Booked more than 30 days prior to rental = full payment on the first day of the previous month (e.g. booking for July – payment due June 01)</li> </ul>		
<b>Banquets</b>	<ul style="list-style-type: none"> <li>Full Facility rental fee, plus 25% of minimum per person Catering Charges and 25% of any additional Contract fees at time of booking</li> </ul>	<ul style="list-style-type: none"> <li>Facility rental fees are 100% non-refundable</li> <li>25% of the total Catering Charges and any additional Contract fees are non-refundable if cancelled 90 days or more prior to the event</li> </ul>	Any amounts collected for SOCAN and Re:Sound music fees and City insurance will be refunded in full at the time of cancellation

Contract Type	Deposits and Payments	Cancellation Penalties	Notes
	<ul style="list-style-type: none"> <li>Additional 50% of the total Catering Charges and Contract due 90 days prior to Contract date</li> </ul>	<ul style="list-style-type: none"> <li>75% of the total value of the Catering Charges and any additional Contract fees are non-refundable if cancelled 89 to 15 days prior to the event</li> </ul>	
	<ul style="list-style-type: none"> <li>Full payment of outstanding balance due 30 calendar days prior to the Contract date, based on guest number on last issued Contract.</li> </ul>	<ul style="list-style-type: none"> <li>100% of the total value of Catering Charges and any additional Contract fees are non-refundable if cancelled 14 days or less prior to the event</li> </ul>	
	<ul style="list-style-type: none"> <li>Payment of charges due to adjustments to final guest count or other items = payment due 5 business days prior to Contract date</li> </ul>	<ul style="list-style-type: none"> <li>100% of the total value of Catering Charges is non-refundable if cancelled 14 days or less prior to the event</li> </ul>	
	<ul style="list-style-type: none"> <li>Payment of host bar charges due at conclusion of event</li> </ul>		
	<ul style="list-style-type: none"> <li>Payment of additional charges incurred after this date = payment due within 30 calendar days of final invoice date</li> </ul>		
<b>Celebration Square - Small events</b> (expected attendance < 1,000)	- Estimated event fees due at time of Contract signing	- 100% non-refundable	Any amounts collected for SOCAN and Re:Sound music fees and City insurance will be refunded in full at the time of cancellation
	<ul style="list-style-type: none"> <li>Payment of additional charges incurred after this date = payment due within 30 calendar days of the final invoice date</li> </ul>		
<b>Celebration Square - Large events</b> (expected attendance 1,000 or more)	<ul style="list-style-type: none"> <li>10% of total Contract on signing</li> </ul>	<ul style="list-style-type: none"> <li>Initial deposit (10% of original estimated event fees) is non-refundable if cancelled 30 calendar days or more prior to the event</li> </ul>	Any amounts collected for SOCAN and Re:Sound music fees and City insurance will be refunded in full at the time of cancellation
	<ul style="list-style-type: none"> <li>Full payment due 7 days prior to the event</li> </ul>	- 100% of the event fees are non-refundable if cancelled less than 30 calendar days prior to the event	

Contract Type	Deposits and Payments	Cancellation Penalties	Notes
	<ul style="list-style-type: none"> <li>Payment of additional charges incurred after this date = payment due within 30 calendar days of the final invoice date</li> </ul>		
<b>Golf Tournaments</b>	<ul style="list-style-type: none"> <li>Initial payment of \$500.00, at time of booking</li> <li>Full payment of outstanding balance due 30 days in advance of the event date, based on guest number provided on last issued Contract</li> <li>Payment of additional charges incurred after this date = payment due within 30 days of the final invoice date</li> </ul>	<ul style="list-style-type: none"> <li>100% non-refundable</li> <li>100% of remaining balance is non-refundable if cancelled 7 days or less prior to the event.</li> </ul>	Golf Tournaments that include any catering services, which must be purchased from the City, are not charged a Facility rental fee
<b>Meadowvale Theatre – When Using Box Office Services</b>	<ul style="list-style-type: none"> <li>20% at time of booking</li> <li>Full payment of balance of estimated event fees no later than 10 business days prior to the reserved date</li> <li>Payment of additional charges incurred after this date = payment due within 30 days of final invoice date</li> </ul>	<ul style="list-style-type: none"> <li>100% non-refundable</li> <li>100% of remaining balance is non-refundable if cancelled 30 days or less prior to the event.</li> </ul>	Any amounts collected for SOCAN and Re:Sound music fees and City insurance will be refunded in full at the time of cancellation
<b>Meadowvale Theatre – When NOT Using Box Office Services</b>	<ul style="list-style-type: none"> <li>50% at time of booking</li> <li>Full payment of balance of estimated event fees no later than 30 business days prior to the reserved date</li> <li>Payment of additional charges incurred after this date = payment due within 30 days of final invoice date</li> </ul>	<ul style="list-style-type: none"> <li>100% non-refundable</li> <li>100% of remaining balance is non-refundable if cancelled 30 days or less prior to the event.</li> </ul>	Any amounts collected for SOCAN and Re:Sound music fees and City insurance will be refunded in full at the time of cancellation

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Last Review Date: September, 2016

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<b>Contract Type</b>	<b>Deposits and Payments</b>	<b>Cancellation Penalties</b>	<b>Notes</b>
<b>Small Arms Inspection Building</b>	<ul style="list-style-type: none"><li>50% at time of booking</li></ul>	100% non-refundable	Any amounts collected for SOCAN and Re:Sound music fees and City insurance will be refunded in full at the time of cancellation
	<ul style="list-style-type: none"><li>Full payment of balance of estimated event fees no later than 10 business days prior to the reserved date</li></ul>	100% of remaining balance is non-refundable if cancelled 30 days or less prior to the event.	
	<ul style="list-style-type: none"><li>Payment of additional charges incurred after this date = payment due within 30 days of final invoice date</li></ul>		