

File No. 04-1000-20-2016-347

October 5, 2016

s.22(1)

Dear s.22(1)

Re: Request for Access to Records under the Freedom of Information and Protection of Privacy Act (the "Act")

I am responding to your request of September 14, 2016 for:

**A copy of the rental agreement with and proof of payment from the Province of B.C. and its agents and representatives (including, but not limited to, Government Communications, Office of the Premier, Intergovernmental Relations, Medal of Good Citizenship Committee), for the use of the Creekside Community Centre for the Sept. 14, 2016 event at which Kevin England was presented with the Medal of Good Citizenship.**

All responsive records are attached. Please note that the agreement was made with the event organizer and not with the Province. Also, the outstanding balance shown is due to an extension of the booking time.

Under section 52 of the Act you may ask the Information & Privacy Commissioner to review any matter related to the City's response to your request. The Act allows you 30 business days from the date you receive this notice to request a review by writing to: Office of the Information & Privacy Commissioner, [info@oipc.bc.ca](mailto:info@oipc.bc.ca) or by phoning 250-387-5629.

If you request a review, please provide the Commissioner's office with: 1) the request number assigned to your request (#04-1000-20-2016-347); 2) a copy of this letter; 3) a copy of your original request for information sent to the City of Vancouver; and 4) detailed reasons or grounds on which you are seeking the review.

Please do not hesitate to contact the Freedom of Information Office at [foi@vancouver.ca](mailto:foi@vancouver.ca) if you have any questions.

Yours truly,

A handwritten signature in black ink, appearing to be 'B. Van Fraassen', with a stylized flourish at the end.

Barbara J. Van Fraassen, BA  
Director, Access to Information  
*City Clerk's Department, City of Vancouver*

Encl.

:kt

Rental Agreement Contract

**Creekside Community Recreation Centre**  
 1 Athletes Way  
 Vancouver, BC V5Y 1V4  
 Phone: (604) 257-3050  
 FAX: --  
 Email: creekside@vancouver.ca

**Rental Agreement #25868, Approved**  
 Sep 1, 2016 4:57 PM



**Company:** Brand.LIVE Group  
 #308 - 611 Alexander Street  
 Vancouver, BC V6A 1E1

Customer Type: Customer  
 Prepared By: PBJFY PBJFY

**Agent:** Catherine Runnals  
 Email: crunnals@brandlivegroup.com

Contact: (604) 612-4391

Charges	Taxes	Discounts	Total Charges	Deposits	Deposit Taxes	Total Payments	Refunds	Balance
\$1,063.89	\$53.20	\$0	\$1,117.09	\$0	\$0	(\$956.40)	\$0	\$160.69

**RESERVATIONS**

Event	Resource	Center	Notes
Community Service Award #25868 Type: CC Room Rental - Creekside Attend/Qty: 100	Gymnasium - Creekside Attached equipment: 1 Service: Room Set Up and Take Down	Creekside Community Recreation Centre 1 Athletes Way Vancouver, BC, CA V5Y 0B1 (604) 257-3050	--
Days Requested		Event Begins	Event Ends
Day	Date	Duration	
Wednesday	Sep 14, 2016	3:00 PM 4 hours, 45 minutes	Sep 14, 2016 at 7:45 PM
Summary			Notes
Total Number of Dates: 1			--
Total Time: 4 hours, 45 minutes			

**RESERVATIONS**

Event	Resource	Center	Notes
Community Service Award #25868 Type: CC Room Rental - Creekside Attend/Qty: 10	Multipurpose Room 1	Creekside Community Recreation Centre 1 Athletes Way Vancouver, BC, CA V5Y 0B1 (604) 257-3050	--
Days Requested		Event Begins	Event Ends
Day	Date	Duration	
Wednesday	Sep 14, 2016	4:00 PM 3 hours, 45 minutes	Sep 14, 2016 at 7:45 PM
Summary			Notes
Total Number of Dates: 1			--
Total Time: 3 hours, 45 minutes			

**RESERVATIONS**

Event	Resource	Center	Notes
Community Service Award #25868 Type: CC Room Rental - Creekside Attend/Qty: 1	Service: Room Set Up and Take Down	Creekside Community Recreation Centre 1 Athletes Way Vancouver, BC, CA V5Y 0B1 (604) 257-3050	--
Days Requested	Event Begins	Duration	Event Ends
Day: Wednesday Date: Sep 14, 2016	3:00 PM	4 hours, 45 minutes	Sep 14, 2016 at 7:45 PM
Summary			Notes
Total Number of Dates: 1			--
Total Time: 4 hours, 45 minutes			

**CHARGES**

Description	Event / Resource	Unit Fee	Units	Tax Charge
*Rental: Room/Facility Charges	Community Service Award #25868 Gymnasium - Creekside	\$153.04	4.75	GST PB: \$763.29 \$36.35
*Rental: Recovery of Charges	Community Service Award #25868 Gymnasium - Creekside	\$153.04	1.00	GST PB: \$160.69 \$7.65
*Rental: Room/Facility Charges	Community Service Award #25868 Multipurpose Room 1	\$35.71	3.75	GST PB: \$140.61 \$6.70
*Rental: Staff Charges	Community Service Award #25868 Service: Room Set Up and Take Down	\$50.00	1.00	GST PB: \$52.50 \$2.50

**Payments and Refunds**

Receipt #	Date	Charge Description	Resource Event	Payment
1021270.004	Sep 7, 2016	*Rental: Room/Facility Charges	Gymnasium - Creekside Community Service Award #25868	\$763.29
1021270.004	Sep 7, 2016	*Rental: Room/Facility Charges	Multipurpose Room 1 Community Service Award #25868	\$140.61
1021270.004	Sep 7, 2016	*Rental: Staff Charges	Service: Room Set Up and Take Down Community Service Award #25868	\$52.50

**Payment Schedule for Original Balance of \$1,117.09**

Due Date	Amount Due	Amount Paid	Withdrawal Adjustment	Balance
Sep 9, 2016	\$1,117.09	\$956.40	\$0	\$160.69
<b>Current Balance</b>				<b>\$160.69</b>

**CUSTOM QUESTIONS**

Question	Answer
If you a booking on behalf of a non-profit organization, please provide your non-profit society #	no
What is the nature of your event? Specify:	Other

	Award Ceremony
Do you intend to sell tickets or charge admission for your event?	No
Will you be serving alcohol at your event?	Yes
Will you be serving food and/or beverages at your event?	Yes
Will you be playing recorded/copyrighted music at your event? If so, will there be dancing as well?	No

**▼ CHECKLIST ITEMS**

Checked	Description
<input type="checkbox"/>	Received: Insurance Certificate
<input type="checkbox"/>	Received: Special Occassion License

**▼ WAIVERS**

**>Creekside Centre Rental Agreement**

Waiver for:Catherine Runnals  
 Due Date: Sep 14, 2016

Vancouver Park Board GST# R121361042

If you have any questions or require any follow up, please contact creekside@vancouver.ca or 604-257-3050 ext 1. Payments can be made by phone at 604-257-1321 with visa/master/amex with any of our reception staff by quoting permit number and in person with debit/cash.

\*\*\*\*\* RENTAL DISCLAIMER \*\*\*\*\*

The Vancouver Park Board hereby grants the rental group and/or representative permission to use the facilities outlined, subject to the guidelines, terms and conditions of this agreement contained herein and attached hereto all of which form part of this agreement. In consideration of this contract, the rental group and/or representatives on behalf of the rental group agrees:

- \* To comply and to cause those using the facilities under this permit to comply with all of the guidelines, terms and conditions of this contract;
- \* To inspect the premises and facilities covered by this contract prior to any use by the rental group to ensure that the facilities are suitable for the rental group's intended use;
- \* Park Board premises and facilities are accepted "as is" and are used entirely at the rental groups own risk;

Accepting this contract from the Park Board constitutes an acknowledgement by the rental group and/or representative that he/she has read and understands the conditions and undertakings contained herein and further that he/she has the authority to represent and bind the licensee on all matters pertaining to this agreement.

The licensee is responsible for ensuring that: the assigned area is appropriate for the activity; the activity is conducted in a safe, orderly manner; the activity is restricted to the assigned area; the event/activities do not interfere with other facility users. A minimum of 1 adult for every 10 youth (ages 13-18 yrs) and 1 adult for every 10 children (under 12 yrs) must be maintained in the event area at all times while guests are present.

Any property damage which occurs during the permitted activity, set-up or take down, is the responsibility of the licensee. Damage to park property should be reported immediately. It will be assessed and repair costs billed to the licensee. The licensee is responsible for leaving the area clean and litter free and may be billed for any subsequent cost incurred by the Park Board for clean-up.

The Park Board is not responsible for any theft, loss or damage for any equipment, supplies or materials brought onto the premises by the licensee or a third party vendor providing event services for the licensee.

The Park Board reserves the right to cancel an activity for any reason and shall not be responsible for any associated costs or damages.

\*\*\*\*\* RENTAL GUIDELINES \*\*\*\*\*

1. Damage deposit: The damage deposit is a refundable deposit required for most rental contracts. The deposit will be used to cover the cost of any damages and any additional fees incurred. It is required in order to confirm the reservation. Payments can be made via Mastercard, Visa, American Express, debit card or cash.

2. Refund of damage deposit: Deposits will be refunded less any outstanding charges within thirty (30) days of the end of the rental.

3. Payment schedule and contract: All estimated costs (including the damage deposit) must be paid within seven (7) days of booking confirmation unless other arrangements have been agreed upon. Without receipt of these funds the Park Board reserves the right to cancel the tentative booking. Current fees, charges and cancellation policy can be viewed by visiting:  
<http://creeksidecentre.ca>

4. Post event: Any additional costs of the rental and services will be calculated immediately following the reservation date and submitted to the rental group; these costs must be paid seven (7) days after respective booking.

5. Cancellations: Cancellation requests must be received in writing and require a minimum of sixty (60) days? notice to receive a refund of fees, less a \$25 administration fee. Cancellation requests received prior to thirty (30) days before respective event will receive a refund which amounts to 50% of the rental fee, less a \$25 administration fee. Please note refunds of rental fees will not be issued for event cancellations received less than thirty (30) days prior to the event.

6. Staffing: A minimum of one staff member will be present in the facility at all times while a rental group is in the building to monitor activities and if necessary, ensure that emergency procedures are followed. Additional staff costs may be required for your reservation in order to maintain customer service and safety and will be charged at the regular staff rate with a minimum 4 hour call out. Please note that community centre staff on site only provide supervision of the building, assistance with any minor cleaning (e.g. garbage removal, wet mopping) and support during an emergency situation.

6a. Staff charges apply for the after hours operation of the building

6b. Staffing charges apply for the set up and clean up of community centre tables and chairs by centre staff at a standard rate of \$50 + GST per event date.

7. Fire and safety: Emergency exits must remain easily accessible and require a distance of four (4) feet between set up and respective exit. Absolutely no obstruction is permitted.

7a.No gas or propane equipment/fixtures may be used inside the facility. Any such material used outside of the facility must be approved by the Canadian Standards Association (CSA).

7b.No fire elements (candles/torches/butane burners/pyrotechnics) are permitted unless approved beforehand by a staff member.

8. Event marketing: If you are promoting your event to the general public, please do not list the name of our community centre on any web or print advertisement without prior permission. You may display our address (1 Athletes Way) but not the name of the community centre.

9. Event set up and equipment use: Access to the room will be provided at the start time specified on the permit. Please ask staff at the reception desk for access to the room and equipment. The permit holder is responsible for set up and clean up of all equipment and supplies within the times stated on the permit. A limited number of tables and chairs can be provided by the centre. No other equipment provided unless specified in this permit. Please ensure that you discuss and arrange any tables and chairs requirements before event. If the set up/clean up fee has been paid, centre staff will set up community centre tables and

chairs required for the event. All other furniture, equipment and materials set up is the responsibility of the permit holder.

10. Clean up: Depending on the size of the event and required cleanup, additional staff and waste disposal fees may apply. At the end of your event, all furniture, supplies and equipment must be removed from the space unless otherwise arranged. Please ensure that any and all garbage and recycling is put in the appropriate receptacles. Community centre tables and chairs must be collapsed and put back in their appropriate storage areas by the rental group unless the set up/clean up fee has been paid. Centre staff will remove any garbage and recycling from the room and will dry and wet clean the room floors. The centre will not be responsible for any loss or damage to any supplies or equipment left behind after the event. The room MUST be cleaned up and vacated no later than the end time on the permit or additional fees may apply.

11. Food/Catering: All food/beverages on site must be handled in accordance with safe food handling procedures. The Park Board reserves the right to take appropriate action should food/beverages be handled in unsanitary manner and reserves the right to halt any further food preparation or service.

11a. The community centre does not provide any food or beverage services. Rental groups are permitted to arrange catering services.

11b. Cooking utensils must be provided by rental group or caterer.

12. Alcohol: In order to serve alcohol, the rental group must receive staff approval and obtain a liquor license which indicates the time and date of event and the name of the space booked. Alcohol is not permitted outside the rental space identified on the liquor license. Failure to comply will result in loss of rental privileges. For more information regarding liquor licensing and serving, visit <http://www.pssg.gov.bc.ca/lclb/apply/index.htm> for more information.

12a. One copy of the liquor license must be submitted to staff seven (7) days before the rental group's respective event. In addition, a second copy of the liquor license must be provided by the rental group and must be posted by the serving area. Failure to do so may result in the loss of liquor privileges.

12b. In order to serve alcohol, an individual with a valid "Serving it Right" certificate must be present at all times.

13. Late night events: for events where guests are leaving the building after 11pm, we ask that guests please be respectful of our residential neighbours and exit the building quietly and not congregate in the outdoor areas. Guests that are waiting for a taxi are asked to wait inside the building until the taxi arrives.

14. Recorded music and dancing: SOCAN fees and ReSound fees are payable for any events that will play music to account for any copyright fees and recording fees. These fees are collected and remitted by the centre on your behalf.

15. Noise and Amplified Sound: The City of Vancouver Noise bylaw must be adhered to at all times. Amplified music cannot exceed 70 decibels before 10:00 pm and 65 decibels after 10:00 pm.

16. Parking: street parking is available in the surrounding community; however, a 2 hour limit is strictly enforced between the hours of 9:00am-8:00pm, Monday through Sunday. Additional pay parking is available in the underground parkade of the community centre. The hourly rate is \$2.75/hour or \$11.00/day from 6:30am until 6:00pm. There is a flat rate of \$5.00 in effect from 6:00pm-1:00am, Monday through Sunday. An elevator will provide access to the second floor from the parkade. If any guests wish to leave a vehicle overnight it is best for guests to park their vehicles on the street as monitoring will begin the next day at 6:30am.

17. Washroom/change room facilities: Each level of the building is equipped with both male and female public washrooms and change room facilities.

18. Accessibility: Creekside Community Recreation Centre is a fully accessible facility.

19. Wireless Internet: Public Wifi is available in the community centre: the network is called #vanwifi. Once on the network, you will need to agree to the terms and conditions. There is no password required.

20. Smoking restrictions: Creekside Community Recreation Centre is a non-smoking environment. This

includes Electronic Cigarettes. Vancouver's parks, beaches and facilities are entirely smoke-free (effective September 1st 2010).

\*\*\*\*\*INSURANCE REQUIREMENTS\*\*\*\*\*

Depending on the scope of the event and the associated risk, the permittee/licensee may be required to obtain Commercial General Liability Insurance protecting the City of Vancouver, Vancouver Board of Parks and Recreation and the Vancouver Police Board against third party claims for bodily injury, death or property damage arising out of the activities conducted by or behalf of the rental group/licensee. The minimum limits shall be \$2,000,000 inclusive per occurrence with a deductible no greater than \$5,000. The policy shall contain a cross liability clause and name the City of Vancouver, Vancouver Board of Parks and Recreation and the Vancouver Police Board as "additional insureds" with respect to liability arising out of the rental. Satisfactory evidence of insurance must be received by the Board of Parks and Recreation prior to use of any facilities covered under this contract.

The foregoing are minimum insurance required to be carried by the City. The City does not warrant that this insurance is adequate for the rental group/licensee's needs. The rental group/licensee is responsible for obtaining, at its own cost, any additional insurance required by law or deemed to be necessary to protect its interest.

Acceptable proof of insurance must be received by the Vancouver Board of Parks and Recreation prior to the use of any facilities covered under rental agreement.

Insurance can be obtained through any insurance broker. For your convenience, the following agency is familiar with Vancouver Board of Parks and Recreation requirements - Allsport Marketing Limited - please visit [allsportinsurance.com](http://allsportinsurance.com) or call 604-737-3018.

Users must comply with all applicable by-laws and Federal and Provincial legislation, including the British Columbia Human Rights Code which prohibits discriminatory conduct including conduct that would expose persons or groups to hatred or contempt.

Waiver Signed by: on (Date )