

Policy Title: Payment and Refund of Facility Rental Fees

Policy Number: 04-01-05

Section: Finance and Accounting

Effective Date: May 30, 2024

Approved by:

Council

Subsection: Fees and Other Revenue

Last Review Date: May, 2024

Owner Division/Contact:

Recreation and Culture Division

Policy Statement

Fees to rent City Facilities are mandatory.

Purpose

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

Scope

This policy applies to all Facility rentals and all users and groups that rent Facilities.

Note: A quick reference chart, attached as Appendix 1, provides a snapshot of payment requirements and cancellation penalties by Facility rental type. Rental Fees and other applicable charges are established annually in the User Fees and Charges By-law, as amended.

Exclusions

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

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 written agreement between the City and an individual or organization for the rental of a Facility under the City’s terms and conditions.

“Culture Event Facility” includes Paramount Fine Foods Centre (Main Bowl), Living Arts Centre, Small Arms Inspection Building, Mississauga Celebration Square and Meadowvale Theatre. This does not include meeting room bookings at Living Arts Centre and Paramount Fine Foods Centre.

“Event Fees” can include, but are not limited to, the recovery of costs associated with staff support, cleaning, box office, technology and/or equipment rental, special event administration and set up fees.

“Facility” means meeting rooms, lobbies, auditoriums, pools, arenas, gymnasiums, museums, theatres, designated Banquet facilities, golf course clubhouses, 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.

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

“Non-Ticketed Event” means a rental of a Culture Event Facility where box office services are not used.

“Rental Fee” means the base rate to rent a Facility as designated in the User Fees and Charges By-law.

“Statement Payment Customers” means customers with statement payment privileges, as identified in the Statement Payment Customers list.

“Sauga Celebrates” means bookings coordinated through the Outdoor Events team for events taking place in City parks.

“Ticketed Event” means an event where third-party organizers use City box office services to sell tickets and collect associated fees.

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 agree to a Contract or to comply with the terms and conditions of a Contract may result in the City cancelling the booking. If the customer wishes, they may rebook, providing all terms and conditions are met and the space is still available.

Placing Facilities on Temporary Hold

Due to demand, rentals for ice, gymnasiums, pools, sports fields and parks will not be placed on temporary hold and must be paid for at the time of booking. 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, subject to the exceptions set out below, the temporary hold period cannot exceed five business days and will be cancelled by the City if the booking is not finalized within the required time period.

Due to business considerations, temporary holds may exceed five calendar days for the following business areas:

- Banquet Facilities
- Living Arts Centre (LAC)
- Mississauga Celebration Square (MCS)
- Meadowvale Theatre (MT)
- Paramount Fine Foods Centre (PFFC)
- Small Arms Inspection Building (SAIB), and
- City parks for Sauga Celebrates

If a Contract involves an event where alcohol will be served, the Facility may be put on temporary hold for a maximum of twelve business days to allow time for the customer to submit a completed Municipal Alcohol Policy Package (MAP) and meet the Conditions for Serving Alcohol outlined in Corporate Policy and Procedure – 05-01-03 – Serving Alcohol at City Facilities.

Payment Terms - General

The City accepts cash, cheque, credit card, electronic funds transfer (EFT), and transfer from ticket sales, where applicable, as payment.

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 approving the Contract and may take the form of preauthorized payments, post-dated cheques or transfer from ticket sales. Standard payment terms are set out below.

Long Term Contracts

For the duration of a Long-Term Contract, payment for all rental dates in any given month is due on the first day of the previous month. For example, payment for all rental dates in June is due May 1 and payment for all rental dates in December is due November 1.

If the first rental date is within 30 days of Contract approval, payment for the month where the first rental date occurs, along with the following month, is due at the time of Contract approval. For example, if a booking is made on July 4 for weekly rentals beginning July 8, full payment for

all rental dates in July and August are required at the time of booking and payment for all rental dates in September is due August 1.

Bookings Other Than Long Term Contracts

Payment in full of the total Contract value is required at the time of booking for:

- Bookings of 3 hours or less
- Contracts valued at \$500 or less, and
- Contracts approved less than 30 days before the rental date, regardless of the duration of the rental

For all other bookings, payment of 25% of the total Contract value is due at the time of booking, with full payment due 30 calendar days prior to the rental date. Note that where a user or group has previously failed to comply with the City's standard payment terms, the City, in its sole discretion, may require payment in full of the total Contract value at the time of booking.

Banquets & Food Services

Standard payment terms for Banquets & Food Services are:

- An initial payment of the full Facility Rental Fee, where applicable, and based on the estimated guest count, a deposit of 50% of the food minimum per person spend requirements (as set out in the User Fees and Charges By-law, as amended) is due at the time of booking
- 75% of the estimated Contract value is due 45 calendar days prior to the event
- The balance of the estimated Contract value is due 10 calendar days prior to event (when the final guest count is due)
 - Payments made by cheque less than 14 days prior to an event must be by certified cheque
- Full payment of bar charges, where applicable, are due at the conclusion of the event, and
- Payment of any additional charges incurred during or after the event date is due within 30 calendar days after receipt of the final invoice

Golf Tournaments

Standard payment terms for Golf Tournaments are:

- An initial payment of \$500 is 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 14 calendar days in advance of the event date, based on the final guest number provided on the last issued Contract, and
- Payment of additional charges incurred after this date is due 30 calendar days from the final invoice date

Payment Terms – Culture Event Facilities

Ticketed Events (1 day rental)

- Full payment of the Facility Rental Fee (non-refundable) is due at the time of booking
 - A booking is only confirmed upon the receipt of the Rental Fee
- A secondary payment of 50% of the estimated Event Fees is due 45 calendar days prior to the event; payment may be made in full or in part from ticket sale revenues
 - If ticket sale revenue is insufficient to cover the secondary payment, a pre-authorized payment or a post-dated cheque for the balance of estimated Event Fees is required at this time
- The balance of estimated Event Fees is due 10 calendar days prior to the event; payment may be made in full or in part from ticket sale revenues
 - Payments made by cheque less than 14 days prior to an event must be by certified cheque
- Payment of any additional charges incurred during or after the event date is due within 30 calendar days after receipt of the final invoice

Ticketed Events (2 or more consecutive rental days)

- A (non-refundable) deposit of the first 2 days of Rental Fees is due at the time of booking
 - A booking is only confirmed upon the receipt of the Rental Fee deposit
- A secondary payment of 50% of the estimated Event Fees and the balance of the Rental Fees is due 45 calendar days prior to the start of the event; payment may be made in full or in part from ticket sale revenues
 - If ticket sale revenue is insufficient to cover the secondary payment, a pre-authorized payment or a post-dated cheque for the balance of estimated Event Fees is required at this time
- The balance of estimated Event Fees is due 10 calendar days prior to event; payment may be made in full or in part from ticket sale revenues
 - Payments made by cheque less than 14 days prior to an event must be by certified cheque
- Payment of any additional charges incurred during or after the event date is due within 30 calendar days after receipt of the final invoice

Non-Ticketed Events

- Full payment of the non-refundable Facility Rental Fee and pre-authorized payment or post-dated cheques for 100% of estimated Event Fees is due at the time of booking
 - A booking is only confirmed upon the receipt of both the Rental Fee and pre-authorized payment or post-dated cheques for estimated Event Fees
- 25% of the estimated Event Fees is due 60 calendar days prior to the event
- The balance of estimated Event Fees is due 30 calendar days prior to event

- Payment of any additional charges incurred during or after the event date is due within 30 calendar days after receipt of the final invoice

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 month following a rental 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 and Culture 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 or events at the Maja Prentice Theatre.

Alternate Payment Terms

Alternate payment terms may be established for an individual Contract with written approval from the applicable director, at their discretion.

Failure to Meet Payment Terms

All payments must be made in accordance with the payment terms outlined in this policy. Termination of bookings will follow the terms and conditions outlined in the Contract. Where applicable, the Manager, Sport Development and CSC, after consultation with the applicable Facility manager, district manager and/or director, 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. Collection of overdue accounts will be undertaken in accordance with Corporate Policy and Procedure – 04-07-02 – Invoicing and Collections.

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

Payment Methods

Payment of fees may be made by any method of payment accepted by the CSC.

Payments by Cheque

Certified cheque(s) are required if the Contract date is less than 14 calendar days 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 User Fees and Charges By-law, as amended, will be charged for each declined payment. Staff should refer to Corporate Policy and Procedure – 04-06-01 – 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 calendar 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 (excluding Culture Event Facility and Sauga Celebrates bookings).

Transfer requests with less than 14 calendar 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 staff, as required.

When transferring from one bookable area to another at a higher rate, additional fees will be charged, as appropriate. When transferring from one bookable area to another at a lower rate, the payment due may be adjusted to the lower rate at the discretion of the Manager, Sport Development and CSC.

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

Customers may cancel a Contract or an individual date within a Contract at any time; however, penalties may apply. Cancellation and refund terms are set out below.

Long Term Contracts

- Where a full Contract is cancelled, bookings are 100% non-refundable for all booking dates within 30 calendar days after the first cancelled date (note that Facilities are not available for use by the rental group during this period); all remaining booking dates are fully refundable
- Where individual (“spot”) bookings are cancelled 30 calendar days or more in advance of the rental date, 25% of the cancelled value is non-refundable, and
- Where individual (“spot”) bookings are cancelled less than 30 calendar days in advance of the rental date, 100% of the cancelled value is non-refundable

Bookings Other Than Long Term Contracts

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

Banquets & Food Services

Food and beverage charges that are due or past due at the time of cancellation will not be refunded, forgiven or waived (i.e. the City will collect all amounts owed to the City, regardless of the status of the associated event)

Golf Tournaments

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

Ticketed and Non-Ticketed Events

Facility Rental and/or Event Fees that are due or past due at the time of cancellation will not be refunded, forgiven or waived (i.e. the City will collect all amounts owed to the City, regardless of the status of the associated event).

Community Groups

Meeting rooms that are booked at no charge in accordance with the Community Group Registry Program must be cancelled in accordance with the cancellation notice timelines identified within this policy, if they will not be used. The cancellation charges outlined in the User Fees and Charges By-law, as amended from time to time, will apply 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, at its sole discretion. Should the City 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.

Unclaimed Credit Balances

Unclaimed credit balances are credit amounts on customer accounts within the Recreation Management Software which have been unused for greater than seven years, the time period necessary for retention in accordance with the City's Records Retention By-law, as amended.

Annually, the Supervisor, Recreation Accounts, Customer Service Centre (CSC) will prepare a report identifying all unclaimed credit balances that are seven years old and older.

CSC staff will make three attempts to contact the owner of each customer account in order to arrange for refund of the credit using one or more of the following methods:

- Phone number on the account
- Email and/or direct mail on the account, and
- A database scan for contact information from potential duplicate accounts

The notification will advise the account owner that they will be required to prove their claim before a refund will be provided.

If there is no response or the owner cannot be located, the credit will be included in the annual list prepared by the Supervisor, Recreation Accounts and provided to the Director, Recreation and Culture for review. The Director, Recreation and Culture may authorize transfer of the unclaimed credits to the City's general funds. Should a claim be brought forward within two years of an unclaimed balance being transferred to the City's general funds, a refund may be issued from the account the money was transferred to.

Inclement Weather

The Community Services Department [Inclement Weather Cancellation/Closure of Facilities and/or Programs SOP](#) shall guide any potential cancellations due to inclement weather.

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 operational concerns)
 - The reason for the dissatisfaction must be thoroughly investigated by applicable Community Services management staff and found to be justified, in staff's sole discretion
- A staff booking error occurred
- 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 following approvals are required to process a refund:

- Food or beverage concerns – the Manager, Food Services, after consultation with the District Manager and the Manager, Sport Development and CSC
- Golf Tournaments – the Manager, Golf Services, after consultation with the District Manager and the Manager, Sport Development and CSC
- Culture Events - the Manager, Venue and Event Services, after consultation with the District Manager, Sport Development and CSC
- All other concerns – the Manager, Sport Development and CSC, after consultation with the applicable manager

Any refund amounts greater than \$1,000 require written director approval.

In all cases, documentation outlining the justification for the refund or credit must be retained by the CSC for audit purposes.

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 3, 2018	Revised to include Paramount Fine Foods Centre, effective July 1, 2018.
July 16, 2018	Administrative revision to add Small Arms Inspection Building detail.
February 5, 2020	Scheduled review. Revisions to payment terms for Banquets and PFFC.

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July 14, 2021	Revised to add process for unclaimed credit balances.
October 27, 2021	Admin revision to add Maja Prentice Theatre; same processes as Meadowvale Theatre.
LT – 2024 05 30	Scheduled review. Substantial revision to include information pertinent to Culture Event Facilities and to reflect current practices.

Appendix 1 – Quick Reference – Payment and Cancellation Chart

Contract Type	Deposits and Payments	Cancellations and Penalties	Notes
<p>Ticketed Events</p>	<p>(1 day bookings) 100% Rental Fee due upon booking</p> <p>(bookings of more than 1 day) 100% of the first 2 days of the Rental Fee due upon booking. A secondary payment of 50% of the estimated Event Fees is due 45 days prior to start of event. Final balance payment is due 10 days prior to event. Payment of any charges incurred after the event date are due 30 days after receipt of final invoice.</p>	<p>Facility Rental and/or Event Fees that are due or past due at the time of cancellation will not be refunded, forgiven or waived (i.e. the City will collect all amounts owed to the City, regardless of the status of the associated event).</p>	<p>Any amounts collected for SOCAN and Re: Sound music fees and City insurance will be refunded in full at the time of cancellation.</p>
<p>Non-Ticketed Events</p>	<p>100% Rental Fee due upon booking. 25% of the estimated Event Fees due 60 days prior to the event. A final balance payment is due 30 days prior to event. Payment of any charges incurred after the event date are due 30 days after receipt of final invoice.</p>	<p>Facility Rental and/or Event Fees that are due or past due at the time of cancellation will not be refunded, forgiven or waived (i.e. the City will collect all amounts owed to the City, regardless of the status of the associated event).</p>	<p>Any amounts collected for SOCAN and Re: Sound music fees and City insurance will be refunded in full at the time of cancellation.</p>