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TSAWWASSEN FIRST NATION

Tsawwassen First Nation

Recreation and Community Facilities Policy

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Chief Administrative Officer

Table of Amendments

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1. Authority

This Policy is governed by Section 31(2) of the *Government Organization Act*, which states that the Executive Council is responsible for the general management, administration, operation, and good government of Tsawwassen First Nation (“TFN”).

Section 3(1) of the *Community Governance Act* states that Executive Council may provide or make arrangements to provide services that it considers necessary or desirable to Tsawwassen Members and non-Members on Tsawwassen Lands.

2. Definitions

In this Policy

- a) “**Applicant**” means any person or organization applying to use a Recreation Facility or Equipment for an Event, Special Use, or program/club activities where fewer than 50 people are in attendance.
- b) “**Chief Administrative Officer**” or “**CAO**” means a person appointed in that capacity under the *Government Organization Act*.
- c) “**Diverse User Groups**” means groups that offer Programming or Special Uses reserved for diverse participants such as those who are: female-identifying; LGBTQ2S+, Gender Diverse; mobility device users; over 55 years old; or other diverse groups.
- d) “**Equipment**” means tables and chairs, screen and projectors, and sporting Equipment owned by Tsawwassen First Nation and identified for use for Tsawwassen Member and non-Member Events, and any other Equipment authorized by the Manager of Recreation and Events.
- e) “**Event**” means an organized activity held in a space that is normally open to the public on Tsawwassen Lands.
- f) “**Field House**” means the building located at 2331 Tsawwassen Drive North, Tsawwassen, BC.
- g) “**Full day**” means a rental over 4 hours.
- h) “**Gender Diverse**” means individuals who do not identify as exclusively male or exclusively female (for example, individuals who are non-binary or two-spirit).
- i) “**Half day**” means a rental under 4 hours.
- j) “**Litter**” means trash or garbage, such as paper, discarded equipment or rope, fishing line, cans, and bottles, etc., that is left in or near a facility.
- k) “**Manager**” means the Tsawwassen First Nation employee assigned by the CAO to manage the Recreation and Events department, or their designate.
- l) “**Natural Materials**” means soil, gravel, rock, mineral, wood, driftwood, fallen timber, flora or fauna of any kind, or any other naturally occurring materials, whether animate or inanimate.
- m) “**Non-Member**” means an individual who has reached the age of majority under provincial law and who is not a Tsawwassen Member.
- n) “**Permit**” means an approved application authorizing an Applicant to use a Recreation Facility or Equipment.

- o) **"Prime Time"** means the period of time in highest demand as determined by the Manager of Recreation and Events.
- p) **"Recreation Centre"** means the building located at 1929 Tsawwassen Drive, Tsawwassen, BC.
- q) **"Recreation Facility"** means the Recreation Centre, the Sports Field Complex, and any other TFN community facility under the general management of the Recreation and Events department and of which does not have a facility-specific policy.
- r) **"Regular Program(s)"** or **"Regular Programming"** means any scheduled program that occurs at regular scheduled intervals at a Recreation Facility including those that are drop-in, ad hoc, or that require advanced registration.
- s) **"Special Event Permit"** or **"SEP"** means a permit issued by the Province of British Columbia to sell or serve liquor in a public place.
- t) **"Special Use"** means any commercial or non-commercial services, activity, or Events which attracts public participants or spectators, and includes, but is not restricted to, a festival, sport competition, tournament, regatta, animal show, fishing derby, orienteering, television or motion picture filming, or outdoor cinema event.
- u) **"Sports Field Complex"** means the lacrosse box, baseball diamonds, and fields located at 2331 Tsawwassen Drive North, Tsawwassen, BC.
- v) **"Spouse"** means a person who:
 - i. is married to a TFN Member, or
 - ii. lives with a TFN Member in a marriage-like relationship for a continuous period of at least one year, or
 - iii. lives with the TFN Member in a marriage-like relationship and has a child with the TFN Member.
- w) **"TFN Member Children"** means any person under 19 years old who has at least one parent or guardian who is a Tsawwassen Member.
- x) **"Tsawwassen Member"** means an Individual enrolled under the Final Agreement in accordance with Chapter 21 *[Eligibility and Employment]* of the Final Agreement.
- y) **"User Group"** means any organization, team, club, or group providing services, programs, games, practices, tournaments, or events at the Sports Field Complex.

3. Purpose

The purpose of this Policy is to regulate how TFN manages Recreational Facilities and the use of associated Equipment for private and public Events, scheduled programming, and ad hoc activities.

4. Application

This Policy applies to all users of Recreation Facilities, Applicants as defined in this Policy, and the staff implementing recreation programming.

5. General Management

The Manager retains ultimate responsibility for implementing this Policy.

6. Principles

The Recreation and Events Department is guided by the following principles.

səlīq̓ (All Together)

We are committed to helping each other build and enhance strong, tolerant, and effective social relationships and community connections for Tsawwassen Members and their families.

ʔəyám (Strong)

We are committed to building and broadening opportunities to engage in safe and socially supported physical activities that promote mental health and overall wellbeing.

xʷtetəl̓qt (Accountability)

We are committed to developing accountability for our words and actions and to taking appropriate steps towards correcting our mistakes.

syáθəstəl̓ ʔəy səlīq̓ tátəl̓ət (Teaching Each Other and Learning All Together)

We are committed to weaving Tsawwassen culture, teachings, and skills into the learning environment to foster self-expression, honour the past, voice the future, and enhance shared meaning in life.

xʷəl̓íwənstəxʷ təmekʷ (Respect for All Things)

We are committed to protecting Tsawwassen Lands and promoting a healthy environment for our current and future generations – taking every step possible to build and promote an ethic of responsible stewardship.

7. General Provisions

7.1. Public Events

- 7.1.1. If an Event or Special Use of any Recreation Facility exceeds or is expected to exceed fifty (50) people or if alcohol will be served, other than for funerals for Tsawwassen Members or their immediate family members, it is subject to the TFN *Public Events Regulation*, and a Public Event Permit may be required.
- 7.1.2. The Manager may, at their absolute discretion, request additional information on a proposed Event or Special Use to set safety or service requirements as appropriate, such as portable toilets or a traffic safety plan, among other possible items as necessary.
 - (a) Refusal to provide information to the Manager when asked may result in the rejection or cancellation of an Application as per section 8.3 of this Policy.
- 7.1.3. If additional safety or service requirements are set by the Manager in accordance with section 7.1.2 of this Policy, TFN is not responsible for any costs arising from the implementation of such requirements.

7.2. Unscheduled Closures and Schedule Modifications

- 7.2.1. The Manager may close a Recreation Facility or modify Programs and services due to adverse weather conditions or other unforeseen circumstances.

7.3. Waste Management and Care of Property

- 7.3.1. No person shall remove, destroy, or damage any TFN structures, maps, signs, notices, or regulations posted in or around Recreation Facilities.
- 7.3.2. No person shall deposit Litter on the ground of a Recreation Facility.
- 7.3.3. If provided waste receptacles are full or otherwise unavailable, the Applicant must promptly alert a TFN staff member.
- 7.3.4. No person shall in any way foul or pollute any stream, pond, wetland or watercourse or any outdoor Recreation Facility.
- 7.3.5. No person shall remove, destroy, or damage any cultural or heritage objects or belongings, or cause undue harm or removal of Natural Materials.
- 7.3.6. No person shall install, erect, or distribute signage, pamphlets, posters or other advertising or informational materials in Recreation Facilities without prior written permission of the Manager.

8. Recreation Facilities Booking

8.1. Facility and Equipment Use

- 8.1.1. Rental applications, cleaning checklists, and other relevant documents are made available by the Manager.
- 8.1.2. TFN Government-hosted Events or Special Use of a Recreation Facility do not require a rental application but must be approved by the Manager.
- 8.1.3. When not in use by TFN Government, Recreation Facilities and Equipment are available to rent for Events or Special Use.
- 8.1.4. Except for Tsawwassen Government Events, no staff support will be provided to users of Recreation Facilities to set-up, take-down, or relocate Equipment, unless otherwise approved by the Manager.
- 8.1.5. To book a Recreation Facility an Applicant must submit a completed rental application to the Events and Recreation Department at least 48 business hours in advance of the Event or Special Use.
- 8.1.6. Once approved by the Manager, the rental application acts as a Permit, and a signed copy must be kept with the Applicant for the duration of the booking.
- 8.1.7. Equipment is only available with a Recreation Facility booking with the following exception:
 - (a) Tsawwassen Members, Spouses, and TFN Member Children may rent Equipment using an Equipment check-out sheet provided by

the Manager and must return the Equipment clean and undamaged to its original location by the specified deadline and in the condition in which it was borrowed.

8.1.8. Equipment must not be removed from its original premise with the following exception:

(a) Tsawwassen Members or Spouses may relocate rented tables and chairs from the Field House to other Recreation Facilities but must return all Equipment to its original location.

8.1.9. The Manager can request additional Equipment and supplies from the Manager of Facilities or the Manager of Public Works and Utilities for inside Facilities or at the Sports Field Complex, for example, extra garbage and recycling bins, etc.

8.1.10. The Manager of Facilities is responsible for ensuring bathrooms located in a Recreation Facility are available for the duration of an Event or Special Use.

8.2. Insurance

8.2.1. Non-Member Applicants must provide TFN with a certificate of insurance evidencing \$5,000,000 Commercial General Liability Insurance, including Tenants Legal Liability. Such insurance shall name Tsawwassen First Nation as an additional insured and shall include a cross-liability clause.

8.2.2. The Applicant shall provide the insurance certificate to the Manager at least 2 business days before the Event or Special Use.

(a) Failure to provide an insurance certificate to the Manager at least 2 business days before an Event or Special Use may result in the rejection or cancellation of an Application as per section 8.3 of this Policy.

8.2.3. If alcohol will be served, the insurance certificate must include host liquor liability coverage, and the Applicant must provide a valid Special Event Permit (SEP) to the Manager.

8.3. Rejection or Cancellation of Application

8.3.1. The Manager may, in their absolute discretion, reject any rental application if:

(a) the proposed Event or Special Use could reasonably be expected to cause risk of damage to TFN property or Equipment, harm to cultural or heritage objects or belongings, waters, land, or air quality, or undue harm or removal of Natural Materials;

(b) if, in the opinion of the Manager, the proposed Event or Special Use creates an unacceptable safety risk; or

(c) if the Event or Special Use is contrary to Tsawwassen community values.

- 8.3.2. The Manager can vary or cancel an approved rental application to allow Recreation Facilities to be used for extraordinary events, such as, but not limited to, a community funeral, or a special sitting of the Tsawwassen Legislature.
- 8.3.3. If an approved rental application is cancelled by the Manager in accordance with 8.3.2 of this Policy, TFN is not responsible for any costs arising from the cancellation, other than as provided in 8.3.4 of this Policy.
- 8.3.4. If an Event is cancelled after a rental application has been approved, the Manager shall provide an explanation to the Applicant at the time of cancellation and promptly ensure that any fees paid to TFN are returned.

8.4. Consecutive or Overlapping Bookings

- 8.4.1. Only one Event or Special Use per day, per Facility, can be scheduled on weekends and that booking will be considered a Full Day booking unless otherwise stated in this Policy.
- 8.4.2. Double or overlapping bookings are not permitted except when:
 - (a) each event is indicated on the same rental application,
 - (b) the number in attendance does not exceed Facility capacity limits, and
 - (c) the Applicant assumes responsibilities as laid out in this Policy.
- 8.4.3. If two Half Day events are scheduled for the same weekday, a minimum of one hour will be provided between bookings to ensure the Applicant of the Event occurring earlier in the day has sufficient time to clear Equipment and/ or complete a cleaning checklist.
- 8.4.4. If two Half Day events are scheduled for the same weekday, the Applicant of the later event must ensure that they have enough time to set-up for their event and to clear Equipment, and/ or complete a cleaning checklist.

9. Use and Access

This section outlines the uses of Recreation Facilities and who may access them.

9.1. Program Facilitation

- 9.1.1. Only approved sports teams and certified instructors may facilitate programs for the purpose of gain or profit at a Recreation Facility.
- 9.1.2. Approved sports teams and certified instructors using the Sports Field Complex must comply with the *Field Allocation Policy*.

- 9.1.3. Certified instructors who wish to facilitate Regular Program(s) as part of the TFN Recreation Program schedule must submit to the Recreation and Events Department:
 - (a) a completed application, and
 - (b) proof of valid Fitness Instructor & Personal Trainer Insurance.
- 9.1.4. Persons facilitating Regular Programs do not require TFN business licenses.

9.2. Program Eligibility

- 9.2.1. The Manager may determine eligibility for program access, and may:
 - (b) reserve programs for Tsawwassen Members and TFN Member Children only;
 - (c) reserve programs for Diverse User Groups; or
 - (d) designate programs as open to Non-Members.

9.3. Recreation Centre

- 9.3.1. The Recreation Centre is not available to rent during sittings of the Tsawwassen Legislature.
- 9.3.2. Tables, chairs, speakers, microphones, projector, screen, or cables are available to rent with a booking of the Recreation Centre and must remain in the building unless written permission is provided by the Manager. A damage deposit and fees will apply as set out in this Policy.
- 9.3.3. The kitchen and all appliances are excluded from base rentals and must be indicated on the approved rental application to be included in a rental.
- 9.3.4. The kitchen and all appliances are not available for use by anyone other than the Applicant during the time of a booking.
- 9.3.5. The Applicant must comply with any specified conditions of use and complete the cleaning checklist provided by the Manager.
- 9.3.6. The Applicant must submit the completed cleaning checklist to the Events and Recreation Department within 24-hours following the Event or Special Use.
- 9.3.7. The Applicant must ensure that any Event or Special Use ends by 1:00am unless written permission is provided by the Manager.
- 9.3.8. The Applicant has one half-hour before the rental time for set-up and one half-hour following the rental for clean-up.
- 9.3.9. The use insignia of TFN insignia on banners, flyers, or other materials, printed or digital, is prohibited unless otherwise approved by the CAO.

9.4. Sports Field Complex

- 9.4.1. One Event or Special Use per day, per area of the Sports Field Complex can be scheduled on weekends and that booking will be considered a Full Day booking unless otherwise approved by the Manager.
- 9.4.2. All Events or Special Uses require an approved rental application, with a signed copy submitted to the Manager of Facilities or the Manager of Public Works and Utilities by the Manager.
- 9.4.3. Rental applications are processed based on the User Group priority levels established in the *Field Allocation Policy*.
- 9.4.4. For sporting games, practices, and tournaments, the Applicant has one half-hour before the rental time for set-up and one half-hour following the rental for clean-up.
- 9.4.5. For non-sporting Events or Special Uses, the Applicant has one hour before the event time for set-up and one hour following the event for clean-up.
- 9.4.6. The Applicant must ensure that any Event starts no earlier than dawn and ends no later than dusk unless written permission is provided by the Manager.
- 9.4.7. Drop-in use of the Sports Field Complex is permitted but Regular Programming is prioritized.
- 9.4.8. Drop-in activities are considered Regular Programming and subject to section 9.1 of this Policy if they continue for more than three consecutive days or two consecutive weeks.

10. Fees and Charges

10.1. Tsawwassen Members, Spouses, and TFN Member Children

- 10.1.1. Tsawwassen Members and Spouses may book Recreation Facilities for private functions, and rental rates and damage deposits will not apply.
- 10.1.2. If applying on behalf of an eligible User Group under the *Field Allocation Policy*, Tsawwassen Members and Spouses may request use of the Sports Field Complex, and no fees will apply to allocated time.
- 10.1.3. Tsawwassen Members, Spouses, and TFN Member Children may attend ad hoc, drop-in, or Regular Programming and fees will not apply.
- 10.1.4. Registration for programming is required where indicated; space is not guaranteed.

10.2. Non-Members

- 10.2.1. Non-Members Applicants are charged rental rates and damage deposits unless otherwise stated in this Policy.
- 10.2.2. Fees for renting a Recreation Facility must be paid in full at least one business day before the booking date or the booking will be cancelled.

10.3. Registered Not-for-Profit Organizations

- 10.3.1. Rental rates may be reduced or waived at the discretion of the Manager for registered not-for-profit organizations who provide proof of non-profit status.

10.4. Government Events

- 10.4.1. Rental rates may be waived at the discretion of the Manager for Non-Members booking a Recreation Facility for governance-related Events held by Indigenous Governments or governmental organizations.

10.5. Damage Deposits

- 10.5.1. Damage deposit rates are reviewed annually and subject to change at the discretion of the Manager.
- 10.5.2. A damage deposit is required for all Events or Special Uses of a Recreation Facility and must be paid at the time of booking with exception to section 10.1.1 of this Policy.
- 10.5.3. Damage deposits cannot be waived or reduced for any reason with exception to section 10.1.1 of this Policy.
- 10.5.4. If the Applicant is aware that a Recreation Facility or Equipment is unclean or damaged, they must promptly notify the Recreation and Events Department.
- 10.5.5. The Recreation Facility will be assessed within one business day following the event by TFN staff, after which TFN will return the damage deposit when:
 - (a) the Manager determines that the Recreation Facility has been left in good and proper condition;
 - (b) rented Equipment has been returned in good condition (if applicable); and
 - (c) the keys to the Recreation Facility have been returned to the Recreation and Events Department (if applicable).
- 10.5.6. The damage deposit will be subject to deductions for the following:
 - (e) charges for staff overtime resulting from failure of an event to end on time or failure to complete the *Cleaning Checklist* (found in Schedule A) at the rate of \$60.00 for each hour, \$30.00 for each 1/2 hour or portion thereof; and
 - (b) charges for lost or damaged Equipment or damage to the Facility at replacement or repair cost, as assessed by TFN facilities staff.

10.6. Refunds, Cancellations, and Withdrawals

- 10.6.1. The damage deposit will be fully refunded for bookings cancelled by the Applicant with at least 48-hours notice.
- 10.6.2. Half of the damage deposit will be refunded for bookings cancelled by the Applicant with less than 48-hours notice.

10.7. Program Fees and Classifications

10.7.1. Fees and charges are evaluated annually and are set with consideration for:

- (a) current operating costs, budgets, and business plans;
- (b) type of organization or group (e.g. adult, youth, non-profit, etc.)
- (c) market conditions and inflationary costs;
- (d) Prime Time demand on each recreation facility;
- (e) pricing to encourage fullest and most effective use;
- (f) funding lifecycle replacement of associated Equipment; and
- (g) feedback from consultation with Members and leasehold residents.

10.7.2. Fees apply to each rentable space whether rented separately or together.

11. Contraventions, Penalties, and Enforcement

11.1. An Applicant who contravenes this policy may be subject to the following penalties:

- (a) forfeiting the damage deposit, in whole or in part with exception to section 10.1.1 of this Policy;
- (b) additional charges to cover costs of cleaning, repairs, or replacement; and/or
- (c) prohibition from booking Recreation Facilities or borrowing Equipment.

11.2. The Manager will inform the Applicant in writing of any penalties being imposed.

11.3. The Manager may apply the penalties at their discretion.

12. Privacy and Confidentiality

12.1. TFN may collect, retain, use, and disclose personal information of Participants for the purposes of providing Programs and services, in accordance with the *Freedom of Information and Protection of Privacy Act*.