

SD44 Terms and Conditions for Community Use of School Facilities

The Group or Organization in consideration of being granted permission to use the **Facility**, agrees to be bound by the following Terms and Conditions which form a part of the “**Facility** Rental Agreement”

Definitions

“Licensee” refers to the user group

“District” refers to The Board of Education of School District No.44 (North Vancouver)

“**Facility**” refers to the location at the school at which the community use occurs and “**Facilities**” refers to all such locations

“Agreement” refers to the **Facility** Rental Contract

Access to Facilities

The District is supportive of providing community access to **Facilities** when not required for the delivery of school programs. As such, the District may make its lands and buildings available for use by community groups, not for profit entities, and at the sole discretion of the District, private users. Licensees who wish to make use of District **Facilities** must agree to the terms and conditions set out in this Agreement.

Licensees must undertake to prevent damage, must hold the District harmless from liability, and must obey Municipal fire and safety regulations. Licensees acknowledge that District staff are not permitted to accept gratuities, or participate directly in events held by Licensees while working.

Only designated areas listed in the Agreement may be used by the Licensee.

Facility access will be permitted only for the duration identified in the Agreement. Access will not be permitted prior to the start time, and groups must vacate the building no later than the end time specified in the Agreement. Licensees may not prop open exterior **Facility** access doors.

Authority

A District representative will be present to grant access to the **Facility** and will remain on site for the duration of the event. The District representative has District authority to ensure the safety and security of the premises at all times.

Eligibility of Applicants

Licensee(s) must be individuals nineteen (19) years of age or older, or duly constituted community or not for profit groups. Licensees must accept responsibility for conduct of participants and assume financial responsibility for damage.

Fees

- Processing Fee – A \$25.00 non-refundable processing fee per agreement shall apply
- Damage Deposit- A damage deposit may be required at the time of booking.
- Non-Sufficient Funds (NSF) Fee- A \$25.00 fee will be charged for returned cheques
- Current rental rates may be found on the District website (<https://www.sd44.ca/District/Rentals>)

Payments

- Payments must be received in full by credit card at the time of booking or by cheque within 5 business days of booking.
- In the case where a monthly or quarterly payment plan has been approved, installment payments will be scheduled by credit card or the Licensee will provide postdated cheques.
- The District will adjust the final installment amount should changes be made to the Agreement during its duration that affect the total Agreement value.
- The Licensee is responsible to pay the District all charges as stipulated in the Agreement. Failure to pay these fees may result in cancellation of future rental privileges and/or legal proceedings, including collections and small claims notice.
- Interest will be charged to Licensee for outstanding payments at the prevailing rate

Changes

Requests for changes to the Agreement, including change of date, time or location, will be subject to a \$25.00 Change Fee. Change requests must be received in writing a minimum of 48 hours in advance of the booking or the full cost of the rental will be forfeited. The District may waive the Change Fee in the case where a Licensee has multiple agreements. Change requests can be emailed to: rentals@sd44.ca

Cancellations

Requests for cancellations must be received in writing a minimum of 5 business days prior to the booking in order to receive a full refund. Cancellation notices can be delivered via email to: rentals@sd44.ca Failure to provide required notice will result in forfeiture of the full cost of the rental, and/or future rental privileges may be revoked.

Refunds

Refunds will be issued for ONLY the following reasons:

- Cancellation by the District due to District use of the **Facility**
- Cancellation request received in writing from Licensee with sufficient (5 business day) notice.

Execution of Facility Rental Agreement

Bookings are not confirmed until the District receives payment, damage deposit (if applicable) and a signed copy of the Agreement. Failure to remit within five business days may result in cancellation of the booking.

Right of Refusal and Cancellation of Agreement

The District reserves the right, as its interests may require, to refuse any group or individual access to any **Facility**, or cancel any planned rental or use of a **Facility** with or without cause. Future rental privileges may be revoked should the Licensee not be in compliance with any of the Terms and Conditions outlined in the Agreement.

Damages

The Licensee is responsible for any and all damage to any District property arising from the Licensee's use or occupancy of District **Facilities**. The Licensee shall pay the District upon demand for the costs of repairs or replacements of District property resulting from such damage.

Use of Facilities

This license is for the term specified in the Agreement. This license is issued to the user group identified in the Agreement and is not transferable. Subletting or assignment of license for use of the **Facility** is not permitted. Use of kitchen and cooking equipment within the **Facility** must be preauthorized by the District at time of booking.

Availability of Facilities

Facilities are not available on public holidays, professional development days and during extended closures – Christmas Break, March Break and Summer holidays, unless special arrangements are made in advance. See District Calendar for school closures at www.sd44.ca. In the event of labour disruption due to strikes, lockouts, or emergency situations resulting in the closure of schools, all rentals will be suspended.

Condition

All **Facilities** are provided on an "as is" basis. This applies to suitability, condition, and service and the District's obligation is limited to the provision of **Facilities** as they exist at the time of the use. The Licensee must clean up after use and leave the **Facility** in its original condition. Maintenance or custodial fees may be assessed as a result of a failure to leave the premises in the same order and condition as upon arrival. The District will not undertake any special services such as snow removal for access to the **Facility** and parking lots over weekends or during periods and times when schools do not normally operate.

School District Priority

The Agreement identifies all rental dates. It is the user's obligation to advise its participants of excluded dates or location changes due to District usage or holidays.

The Licensee acknowledges that the District has the right to cancel or revoke either specific usage or the entire rental agreement when a **Facility** is required for District use.

The District will endeavor to provide the Licensee with adequate notice and employ best efforts to find an alternate location. If no alternative space is available, a refund or credit will be provided.

Supervision and Rules of Use

The Licensee will assign an eligible individual as the user group representative.

The user group representative will:

1. Identify themselves to the District representative on duty.
2. Be present for the duration of the rental period.
3. Provide supervision of and assume responsibility for the behavior of attendees.
4. Be responsible for monitoring the entrance/egress of attendees
5. Enforce all District and **Facility** rules, policies and procedures, and adhere to Municipal and Provincial fire and safety regulations and bylaws.
6. Ensure the **Facility** is left in the same order and condition as they were upon arrival.
7. Limit activities and participants to the **Facility** spaces identified in the Agreement
Ensure that all participants vacate the **Facility** at the termination of the rental period.

Reporting

The Licensee will report to the District Representative any accident or incident that occurs resulting in loss or damage to District property or requiring medical or first aid attention. These damages, accidents or incidents will also be reported in writing to rentals@sd44.ca within 48 hours of the event.

Signage

No advertising or signage may be posted on District **Facilities**, whether inside, outside or on any fencing or structure on District property. There will be no tacking, nailing or taping of any signs or decorations or other materials on walls, floors, ceiling, nor any defacing of the building. If necessary, maintenance charges may apply.

Use of Gymnasiums

The Licensee and its members must wear clean, dry, non-marking footwear in gyms. Footwear with heels and or hard soles are not permitted on the playing floors. Gymnasiums are rented at the discretion of the District.

Floor Hockey - Only plastic, cosom hockey sticks are to be used. No tape or wooden sticks allowed.
Indoor plastic pucks only.

Baseball/Softball - Only whiffle and nerf balls may be used.

Soccer - Indoor specialty balls are required.

Food and beverages are prohibited in gymnasiums unless arrangements have been made in advance

Use of Equipment

Use of **Facility** equipment by Licensees requires prior District approval and must be included in the Agreement. Licensee is required to put equipment away after use and assumes responsibility for unusual wear or breakage.

Parking

Vehicles may only access driveways and designated parking areas. Access to other areas require prior District approval and will be identified in the Agreement.

Smoking, Alcohol and Intoxicants

Smoking, vaping, cannabis use and other intoxicants are not permitted in District **Facilities** or on District properties.

Alcoholic beverages will not be permitted in any part of the premises or grounds except with prior approval of the District at the time of booking. Licensee's shall obtain a Special Occasion Liquor License and provide proof of such to the District at least 5 business days in advance of the rental. Failure to obtain a Special Occasion License will result in cancellation of the Agreement. Licensee will be responsible for the appropriate supervision and control over the service and consumption of alcohol throughout the duration of the event.

Animals and Pets

Animals, other than service animals, are not permitted in District Facilities or on District properties.

Lost Property

The District does not accept any responsibility for equipment, furniture, supplies or private property of any description left in any **Facility**. Such material may only be left in a **Facility** with the approval of a District representative and is left at the risk of the Licensee.

Consent/ Privacy Issue

Licensees and their attendees are prohibited from making recordings of students or staff without prior consent. Authorization to record pupils may only be granted by the **Facility's** administrator.

Insurance

The Licensee shall, without limiting its obligations or liabilities herein and at its own expense, provide and maintain the following insurance with insurers licensed in British Columbia and in forms and amounts acceptable to the District:

General liability insurance with a limit of not less than Five Million Dollars (\$5,000,000.00), inclusive per occurrence for bodily injury and property damage including loss of use thereof.

Such insurance shall cover the User, and the User's agents, representatives, employees, contractors, volunteers and invitees and shall include the District and the District's trustees, officers, employees, agents, contractors and volunteers for liability or loss arising from the use or occupancy by the user of any District property.

The Licensee shall provide the District with evidence of all required insurance prior to the Licensee's use or occupancy of any of the District's **Facilities** in the form of a certificate of insurance. The Board of Education of School District No. 44 (North Vancouver) shall be included as additional named insured. When requested by the District, the Licensee shall provide certified copies of required insurance policies.

Indemnification and Hold Harmless

The Licensee shall indemnify and hold harmless the District and its trustees, officers, directors, employees, servants, agents and contractors, from any and all loss, liability claims or expenses arising out of the use of the **Facility** by the Licensee and any of its trustees, officers, directors, employees, servants, agents and contractors and volunteers, except to the extent that such loss arises from the independent gross negligence of the District. The Licensee agrees to waive all rights of subrogation or recourse against the District with respect to use.

The Licensee accepts the District property at the Licensee's own risk and agrees that the District has made no warranties or representations respecting the suitability or condition of any District property.

The Licensee hereby unconditionally and irrevocably waives and releases any claim that the Licensee may have now or in the future against the District or any of the District's trustees, officers, employees, agents, contractors or volunteers for any damage to any Licensee property or any injury (including death) of any Licensee agent, representative, employee, contractor, volunteer or invitee.