

# Community Use of School Facilities

## Rental Terms and Conditions

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

### Health and Safety Requirements

The Licensee must comply with all applicable health and safety laws, regulations, orders, directives, guidelines and recommendations of the federal, provincial, municipal, regulatory and courts having jurisdiction relating to the global Covid-19 pandemic or any other public health and safety event.

The Licensee must have a Health and Safety Plan in place that complies with all Provincial Health Authority orders relevant to their program, as required by the Provincial Health Officer. The Licensee must abide by this plan throughout the course of their rental activities while on North Vancouver School District sites, both indoor and outdoor, including following all rules, protocols and orders with respect to both their individual plan and general federal and provincial health and safety requirements.

The Licensee is responsible for providing all hand hygiene products and personal protection equipment deemed necessary under their Health and Safety plan.

The Licensee will be responsible for providing the contact information of their program participants to the Health Authorities, should it become necessary.

The North Vancouver School District will not be held liable should any participant in a Licensee’s program contract Covid-19.

In order to meet the changing Health & Safety Protocols referenced above, the North Vancouver School District may incur additional custodial costs resulting from the rental of space. Licensees will be charged on a cost recovery basis for any such incremental costs.

Please note that the North Vancouver School District reserves the right to cancel any reservation at any time. We will do our best to provide notice as early as possible should such a situation arise.

## 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](#).

## 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](mailto: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 minus the contract administrative fee. Cancellation notices can be delivered via email to: [rentals@sd44.ca](mailto: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](http://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 of 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.
8. Endure 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](mailto: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.

In accordance with Policy 804: Use of Tobacco, Vapour Products and Cannabis on Board Facilities, all School District properties are designated no smoking and no vaping allowed. The use of tobacco, vapour products and cannabis is banned on all public and private kindergarten to Grade 12 schools in British Columbia.

The ban extends to all school property 24 hours a day, 7 days a week, regardless of whether or not school is in session. The ban also includes vehicles, parking lots, sports fields, driveways, courtyards, private vehicles parked on school property and areas abutting school property.

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 Issues

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 named an additional 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, contractors, volunteers, and invitees including those responsible by law except to the extent that such loss arises from the negligence of the District. The Licensee agrees to waive all rights of subrogation or recourse against the District with respect to use.

## Additional Terms and Conditions Specific to a Facility Rental for the Purpose of Filming Only

Licensee may photograph (e.g. stills, film, tape or otherwise) the rented Facility on such dates and times as specified in the Facility Rental Agreement.

District grants to Licensee and its successors, assignees, and affiliated entities the irrevocable and perpetual right to use the photography taken hereunder for any and all purposes as Licensee may elect, in all media, now known or hereafter devised, including, without limitation, the right to incorporate and otherwise to use such photography in and in connection with (the "Program") and the marketing, advertising, publicity and promotion thereof. The rights herein granted include, without limitation, the right to refer to the Facility by any fictitious name and the right to attribute fictitious events as occurring in the Facility.

Nothing contained in the Agreement will grant, transfer or convey any right, security interest, lien or other encumbrance to District in or to any property of Licensee, including without

limitation any film, stock, negative, disc, element, tape or other material of any kind or nature in connection with the Program.

District will be limited to an action for money damages for any breach of this Agreement by Licensee and will not be entitled to rescission or any form of equitable or injunctive relief. Without limiting the foregoing, in no event will District be permitted to prevent or inhibit the production, broadcast, exhibition, distribution, marketing, advertising, publicity, promotion or other exploitation of the Program or the photography taken hereunder.

Nothing herein shall obligate Licensee to use any of the photography taken hereunder. This Amendment shall survive any cancellation, termination, or expiration of the Agreement.

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.