

## TERMS & CONDITIONS GOVERNING USE OF SCHOOL FACILITIES

1. **IDENTIFICATION:** The term School District herein is utilized to identify The Board of Education of School District No. 37 (Delta)
2. **USE OF FACILITIES:** All user groups are required to enter into a rental agreement for the use of any facility. Subletting of facilities is not permitted. No changes or alterations may be made to the rental agreement unless authorized by the School District Facility Rental office. Delta School District reserves the right to deny rentals if the activity is deemed by it to be unsafe, discriminatory, or otherwise inappropriate based on School District policies and community standards.
3. **SUPERVISION:** The designated person in charge of the group while on site is responsible for the admission, actions, and behaviour of all participants and/or spectators on the property of Delta School District. All groups using school facilities shall provide adequate supervision of the participants in the activity by a mature person(s).

The individual designated as "in charge" will:

- a) make themselves known to the custodian on duty in the building;
  - b) enforce all School District policies and regulations concerning the use of school facilities, including the School District's COVID-19 Safety Plan: Highlights Affecting Rental Groups;
  - c) supervise entrance and adjacent area to prevent unauthorized persons from entering the building;
  - d) limit activities and participants to the area assigned to the group;
  - e) ensure that specified days and times are adhered to as stated on the rental agreement;
  - f) ensure that all members are out of the building when the activity ceases;
  - g) take all and any action that may be required for the preservation of the School District's property, and ensure that the school premises are left in the same order and condition as they were left by school personnel;
  - h) accept that the School District may require the attendance of a school custodian to assist the group carrying out the above conditions. The cost of the custodian's fee will be added to the rental charge; and
  - i) ensure that persons attending any function in the school obey all directions of any School District employee authorized by the School District to give directions to users.
4. **CHARGES:** The user is responsible to pay the School District rental fees plus applicable taxes, and, if required by circumstances:
    - a) costs for clean-up of facilities, based on the School District's wages and benefits costs;
    - b) costs for security services; and/or
    - c) damages to facilities and/or equipment.
  5. **FIRE REGULATIONS & SAFETY:** The user of school facilities must comply with all applicable fire by-laws and regulations. Without limiting the generality of the foregoing, these include: using only fireproof stage props, not exceeding the capacity of any space, and keeping exits and travel routes clear. Copies of applicable fire regulations and by-laws are available upon request through Facility Rentals.

All Delta School District facilities are declared "SMOKE FREE". The user acknowledges that smoking is prohibited in all School District buildings and on all School District grounds.

Groups must provide their own phone for emergencies as there will be no access to school phones.

The group using the school shall supervise the parking where necessary. Fire lanes must be kept clear at all times.

6. **RESPONSIBILITY FOR FACILITIES/DAMAGES:** The user shall indemnify and save harmless the School District and its trustees, officers, employees, and agents from all loss, liability, costs, claims, or expenses (including fines and actual legal fees and disbursements) arising out of the use of School District property, including the rented space and access routes to the space (including, but not limited to, school grounds, hallways, and washrooms), or arising out of any breach of this agreement. This obligation does not apply to the extent that such loss arises from the wrongful act or omission or independent negligence of the School District or one or more of its trustees, officers, employees, agents, contractors, or invitees.

Users will be required to pay for damage done to the facilities or equipment during the term of use. All facilities are rented on an 'as is' basis and the School District makes no representations, conditions or warranties, express or implied, as to the suitability, fitness, condition and service, and the School District's obligation is restricted to the provision of facilities as they exist at the time of the rental. The user shall leave facilities in the same condition as they were immediately prior to the user commencing to use the said facilities. If, following a user's occupancy or use of

school facilities, additional custodial, repair or maintenance services are necessary as a result of any damage, litter, or the premises being left in a dirty condition, Facility Rentals may, in its discretion, levy an additional charge to cover the School District's reasonable estimate of the costs of such additional services, and the user shall promptly pay such additional charge to the School District when invoiced.

7. **INSURANCE:** The user is responsible for carrying its own accident and liability insurance protection. The user shall, without limiting its obligation or liabilities herein and at its own expense, maintain the following insurances with insurers licensed in British Columbia, and provide proof of such insurance upon request:
  - a) Comprehensive general liability insurance with a limit of not less than two million dollars (\$2,000,000.00), inclusive per occurrence for bodily injury and property damage including loss of use thereof. Such insurance shall extend to cover the user, its officers, employees, agents, contractors and volunteers and shall include the Delta School District, trustees, employees, servants, agents and contractors as additional insured with respect to liability arising out of the use or occupation by the user of property belonging to the Delta School District.
  - b) Such comprehensive general liability insurance shall contain coverage for premises and operations, products and complete operations, blanket contractual liability, cross liability, contingent employers liability, occurrence property damage, employees and/or volunteers as additional named insured, broad form property damage and tenants all risk legal liability (in an amount sufficient to cover the replacement cost value of the rented space) to apply to the use and /or occupation by the user of the premises described in this contract.
8. **USE OF EQUIPMENT AND GYMNASIUM:** Where available, volleyball and badminton stands, nets, soccer nets and other such equipment may be used by groups only when requested through Facility Rentals and subsequently approved by the school principal. Supplies such as balls, racquets, etc. must be provided by the user group. All sports equipment supplied by rental groups must be made entirely of a plastic material that will not damage gymnasium floors. Examples of acceptable sports equipment: rag, nerf or indoor soccer/lacrosse/baseballs. Games involving the use of equipment or supplies in such a manner as to harm the building will not be permitted. White soft-sided "court" shoes must be worn in the gymnasium for activities of an athletic nature. No black soled or other marking footwear are permitted.
9. Rental of facilities for parties (e.g. birthday parties) is at the discretion of the school principal. No food is to be served in school gymnasiums, and school equipment will not be available to party renters, without requesting through Facility Rentals and receiving subsequent approval in writing.
10. The user agrees that the School District is not a bailee for hire with respect to any items left by the user in school facilities for storage or otherwise, and further agrees that the School District is not responsible for any of the user's property left or stored in the school facilities. Stage or property fixtures may be left on stage, or stored in the school, upon request through Facility Rentals and receiving subsequent approval in writing.
11. No advertising may be done through the school, nor may advertising be attached to the outside of the school building.
12. **LIQUOR LICENSE:** The District Superintendent of Schools may approve the consumption of liquor on school premises upon written request, for adult functions at which no minors are present where the liquor is served. The user is responsible for obtaining a Special Occasion Licence from BC Liquor Stores as well as a Serving It Right Certificate available at [www.responsible-service-bc.ca](http://www.responsible-service-bc.ca).
13. **PREEMPTION OF USAGE:** The user acknowledges that its use of facilities provided herein may be preempted when required for school or School District functions. In such cases, the School District will endeavour to provide the user with appropriate notice of preemption.
14. This agreement may be revoked or cancelled by the School District at any time with or without cause and, in such event, the user shall have no claim or right to damage or reimbursement on account of any loss, damage or expense whatsoever. The user agrees not to assign this agreement without the express written permission of the School District and such permission may be withheld in their absolute discretion. In the event that any term or condition of this agreement is rendered void or voidable by a Court of competent jurisdiction, same shall be severed from this agreement and all remaining terms and conditions shall remain in full force and effect. Additional terms and conditions may apply to situations not specifically addressed within this agreement, consistent with School District policies and procedures. Upon approval by a School District Official and signature by the user, the terms, conditions and regulations herein are binding.

**FAILURE TO COMPLY WITH THESE TERMS & CONDITIONS  
MAY RESULT IN CANCELLATION OF THE RENTAL  
PLEASE TREAT YOUR SCHOOLS AS YOUR OWN...THEY ARE!**