UPDATED TERMS AND CONDITIONS GOVERNING USE OF SCHOOL FACILITIES

- **1. IDENTIFICATION:** The term "School District" refers to The Board of Education of School District No. 37 (Delta).
- **2. USE OF FACILITIES:** All user groups must enter into a rental agreement. Subletting is not permitted. Changes require authorization from the Facility Rental office. The School District reserves the right to deny rentals if the activity is unsafe, discriminatory, or otherwise inappropriate based on School District policies, community standards, and the <u>Justice and Equity Action Plan</u> (JEAP). Facility use must align with the principles of equity, inclusion, and respect, ensuring that all participants feel safe and welcomed.

The School District, including Genesis Theatre, reserves the right to terminate any rental agreement under the following circumstances:

- If the event, its organizers, or associated individuals engage in or promote activities that are contrary to the JEAP values.
- If the event is found to be discriminatory, exclusionary, or harmful to marginalized groups.
- If the user, their organization, or key affiliates are found to have engaged in conduct, publicly or privately, that contradicts the JEAP principles, whether within or outside the context of the rental.
- If any violation of these principles is identified prior to or during the event, the School District reserves full discretion to cancel the agreement without refund.
- **3. SUPERVISION:** A designated person must supervise participants and comply with all policies, including those related to equity, inclusion, and anti-discrimination as outlined in the JEAP. They must also enforce the School District's policies and regulations concerning facility use and ensure that all behaviors reflect respect and inclusivity.
- **4. CHARGES:** Users are responsible for rental fees, applicable taxes, and additional costs such as cleanup, security, or damages. Any costs incurred due to actions that contravene the JEAP may be billed to the user group.
- **5. FIRE REGULATIONS & SAFETY:** Users must comply with all applicable fire and safety regulations. All facilities are smoke-free. Fire lanes must remain clear. Users must have access to an emergency phone.
- **6. RESPONSIBILITY FOR FACILITIES/DAMAGES:** Users must indemnify the School District from any claims or damages arising from their activities. Facilities must be returned to their original condition. Additional costs may be charged for necessary cleanup or repairs. Any conduct that violates the JEAP or creates an exclusionary or unsafe environment may result in termination of the rental agreement.
- **7. INSURANCE:** Users must carry their own accident and liability insurance and provide proof upon request.

- **8. USE OF EQUIPMENT AND GYMNASIUM:** Gymnasium and equipment use must be approved through Facility Rentals. Only non-marking, soft-sided sports equipment is allowed.
- **9. EVENTS & RENTALS:** Rentals for private parties are at the discretion of the school principal. No food is allowed in gymnasiums without approval. Events must adhere to the principles of fairness and inclusivity as outlined in the JEAP.
- **10. PROPERTY & STORAGE:** The School District is not responsible for stored or left-behind items. Storage of stage or property fixtures requires prior approval.
- **11. ADVERTISING:** No advertising may be done through the school or attached to school buildings without permission.
- **12. LIQUOR LICENSE:** Consumption of liquor on school premises requires written approval, a Special Occasion Licence, and a Serving It Right Certificate.
- **13. PREEMPTION OF USAGE:** The School District may preempt facility use for school functions with prior notice where possible.
- **14. CANCELLATION & ENFORCEMENT:** The School District may revoke or cancel rentals at any time. Users must comply with all terms, including those set out in the JEAP, ensuring that facility use aligns with principles of justice, equity, and inclusion. If at any time user behavior—either professionally or personally—fails to align with the JEAP, the School District reserves the right to terminate the rental agreement without notice.

FAILURE TO COMPLY WITH THESE TERMS & CONDITIONS, INCLUDING JEAP COMMITMENTS, MAY RESULT IN RENTAL CANCELLATION.

PLEASE TREAT SCHOOL FACILITIES WITH RESPECT. THEY BELONG TO EVERYONE.