

SCHOOL DISTRICT NO. 51 (BOUNDARY)

REGULATIONS

SECTION	TITLE	NO. 2060
FINANCE/FACILITIES	<u>Public Use of School Facilities</u>	

Terms & Conditions for Rental of School Facilities

The following terms and conditions shall apply to community use of all school buildings, grounds, and facilities.

1. No school facilities or grounds are to be used without a signed agreement. Applications for rental of school facilities must be completed at the School Board Office. A rental agreement must be signed by the user two (2) weeks prior to any reservation being accepted. THE PERSON OR GROUP USING THE SCHOOL DISTRICT BUILDINGS, GROUNDS, OR EQUIPMENT ARE RESPONSIBLE FOR BEING AWARE OF ALL REGULATIONS RELATING TO RENTAL OF SCHOOL FACILITIES.
2. The Principal of the school concerned shall be consulted before any rentals are finalized. Principals and/or designate may arrange all details for school and/or extra curricular activities, and shall advise the custodial staff and the School Board Office of all such arrangements.
3. The School Board reserves the right to request payment in advance of any rental and may require the posting of a damage deposit and/or proof of liability insurance. Depending on the user, documents referenced in Appendix C may be required.
4. Alcohol or non-prescription drugs are not to be brought onto nor consumed on School District premises.
5. Smoking is prohibited in the facility by the renting group or their customers.
6. No sprinklers or other irrigation equipment can be moved or tampered with.
7. All fire regulations shall be strictly observed.
8. Adequate adult supervision shall be provided for all youth activities.
9. The School Board reserves the right to refuse or to terminate any rental application.
10. In case of labour disputes (strikes, lockouts) resulting in the closure of schools, all rentals will be suspended.

11. No person or group shall use any School District buildings, grounds or equipment for any purpose other than normal school instruction without the permission of the Board through the Secretary-Treasurer. The exception to this regulation is for recreational or physical fitness users who arrange for use through the Recreation Commission. Costs for damages to school facilities will be billed to the user group. No goal posts or other fixtures or equipment, glass containers, line paint or other preparation shall be allowed on playing fields or lawns unless prior permission is obtained. No unauthorized vehicles are allowed on school grounds. Golfing is not allowed on School District property.
12. Outdoor Facilities – the use of the grounds is subject to the user being responsible for any damage to school property during the occupation of the grounds. Lessors must clean up papers, rocks, and other refuse left on the grounds by spectators and others that may be present. The Board may request a deposit in the amount of \$100 refundable on satisfactory clean up of the grounds by the users.
13. The following terms and conditions shall apply to community use of all School District equipment.
 - Equipment is not included except mats, badminton and volleyball nets and posts in gyms, and standard pianos in the auditorium.
 - If sound equipment is required the user must contact Cactus Music at 442-9519 or 442-3857. The school District has no sound equipment for public use.
 - Organizations using equipment shall be responsible for all costs if lost or damaged.
 - The Board and/or the school reserve the right to refuse any application for the use of School District equipment.
14. All groups using school facilities shall provide adequate supervision of the participants in the activity by a mature person or persons. The right is reserved by school officials to evaluate the supervision. An individual appointed by the organization on duty throughout the occupancy will:
 - Make him/herself known to the custodian-in-charge on duty in the building
 - Enforce all Board regulations
 - Supervise entrance and adjacent areas to prevent unauthorized persons from entering the building
 - Limit activities to the area assigned to the group and restrict participants to these areas
 - Ensure that specified time is adhered to or, if slight variation becomes necessary, advise custodian
 - Users are expected to make a reasonable effort to restore the facility to the order in which they found it
 - Ensure when activity ceases and in any event no later than 10:00 p.m.
15. Telephone service will not be made available to parties using facilities except where a pay phone is already provided.
16. Supervision – use of facilities on weekends, legal holidays, and other times where regular custodial staff are not on duty, will be contingent on the availability of appropriate supervision.

17. Advertising – no advertising may be done (for commercial purposes) through the school, nor can advertising be attached to the outside of the school.

18. Restricted Use

- Only areas specifically mentioned in the rental contract may be used when using grounds. Access to buildings not included unless previous approval has been granted by the Secretary-Treasurer or their designate.
- Libraries are not available for public use. This does not include the Adult Library use at Christina Lake Elementary School.
- Gymnasiums may be available during July and August subject to maintenance schedules and approval granted by the Secretary-Treasurer.
- School weight rooms are not available for public use.

19. Note that School District areas have maximum capacity ratings pursuant to local fire regulations – See Appendix A.

General

All users must complete a Facility Use Agreement – Appendix D

Fees for use of school facilities and/or equipment shall be administered by the School Board Office and reviewed periodically. District labour costs, calculated at the appropriate union rates, shall be charged for services exceeding normal duties (e.g. after normal custodial or maintenance shifts or for special electrical hookups during regular working shifts). See Appendix B.

Supervision & Clean-up Charges

A School District employee must be on supervision for all after-school use of a school building, but the organization authorized to use the facilities shall assume full responsibility for supervision of the activity in which it is involved.

When an event necessitates overtime supervision by a School District employee, the rate charged shall be in accordance with the salary schedule in effect at the time the facilities are in use by the organization. No direct payment to School District personnel is to be made by the organization.

When an event is held on a non-instructional day, the cost of custodial services will be the responsibility of the rentor.

APPENDIX A

Grand Forks Secondary School

Gymnasium	715.00 sq.m.	Maximum Capacity	675
Gymnasium Bleachers	223.57 sq.m.		350
Auditorium	320.77 sq.m.		335 fixed
Multi-Purpose Room	145.69 sq.m.		100

Dr. D.A. Perley Elementary School

Gymnasium	332.07 sq.m.		435
Library	203.07 sq.m.		145

John A. Hutton Elementary School

Gymnasium	332.07sq.m.		435
Library	146.22 sq.m.		85

Christina Lake Elementary School

Gymnasium	257.26 sq.m.		340
Library	146.22 sq.m.		130

Board Room	50.53 sq.m.		35
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School Facilities from Greenwood to Beaverdell are rented through Selkirk College.

APPENDIX B

RENTAL RATES

User Group	Room	Hourly Rate
Local Non-profit	• Gymnasiums – Secondary – Elementary	\$30.00 \$20.00
	• Multi-purpose room – Secondary	\$15.00
	• Auditorium & Dressing Rooms** - For Production	\$25.00
	- For Recital	\$20.00
	• Rehearsals/set-up/breakdown	\$10.00
	• Classroom	\$10.00

**Amounts collected for the Auditorium Rentals will be collected in a separate account. Monies collected will then be used to refurbish the facility.

User Group	Room	Hourly Rate
Other	• Gymnasiums – Secondary – Elementary	\$50.00 \$40.00
	• Multi-purpose room – Secondary	\$30.00
	• Kitchen– GFSS	\$65.00
	• Auditorium & Dressing Rooms	\$50.00
	• Rehearsals	\$40.00
	• Classroom	\$35.00

APPENDIX C

Commercial Users – Individuals, partnerships, corporations, or other businesses set up for commercial or profit purposes, using the facilities with the intention of making a profit (e.g., promoter presenting concert in School District theatre).

Non-Profit Users – Individuals, organizations, associations, cultural or religious groups, educational, youth or service groups, or sports organizations set up for nonprofit activities using the facilities for fund-raising events (e.g. Big Brothers and Big Sisters holding a fund-raising auction).

Community Users – Individuals, organizations, associations, societies, or other groups resident in the community using the facilities for any casual and/or information community activities (e.g., community soccer tournament).

STANDARD CLAUSES	USER GROUPS		
	Commercial	Nonprofit	Community
Indemnification and Hold Harmless	X	X	X
Liability Insurance Requirement	X	X	
Waiver of Subrogation	X	X	X
Certificates of Insurance	X	X	
Incident Reporting Requirement	X	X	X

INDEMNIFICATION AND HOLD HARMLESS CLAUSE

The _____(user group) shall indemnify and hold harmless School District No. 51 (Boundary) (owner) and any of its officers, employees, servants, agents, and contractors from any and all loss, liability, claims, or expenses arising out of the use and/or occupation of the property belonging to School District No. 51 (Boundary) by _____ (user group) and any of its officers, employees, servants, agents, contractors, and volunteers except to the extent that such loss arises from the independent negligence of the School District.

Signature

LIABILITY INSURANCE CLAUSE

The _____ (user group) shall without limiting its obligations or liabilities herein and at its own expense, provide and maintain the following insurances with insurers licensed in British Columbia and in forms and amounts acceptable to School District No. 51 (Boundary).

General liability insurance with a limit of not less than One Million Dollars (\$1,000,000.00), inclusive per occurrence for bodily injury and property damage including loss of use thereof. Such insurance shall extend to cover the _____ (user group), its officers, employees, servants, agents, contractors, and volunteers and shall include the School District, its officers, employees, servants, agents and contractors, and volunteers and shall include the School District, its officers, employees, servants, agents, and contractors as additional Insurers with respect to liability arising out of the use or occupation by the _____ (user group) of the property belonging to the School District.

Signature

WAIVER OF SUBROGATION CLAUSE

The _____ (user group) hereby agrees to waive all rights of subrogation or recourse against the School District with respect to the use or occupation by the _____ (user group) of the premises described in the Agreement.

Signature