



## SCHOOL DISTRICT NO. 51 (BOUNDARY)

### FACILITY USE AGREEMENT

<b>Name of User</b>								
<b>Address</b>								
<b>Contact Name</b>								
<b>Telephone No.</b>								
<b>School Requested</b>	<b>BCSS</b>		<b>GES</b>		<b>WBES</b>		<b>BES</b>	
<b>Facilities</b>	<b>Theatre</b>		<b>Gym</b>		<b>MPR</b>		<b>Other</b>	
<b>Date of Rental</b>								
<b>Time of Activity</b>								
<b>Final Fee</b>						<b>Inv #</b>		
<b>Authorized Lighting/Sound Technician Signature</b>	Date(s):		Time(s):		Signature:			
<b>Authorized School District Supervisor Signature</b>	Date(s):		Time(s):		Signature:			

**Note:** The person or group using the School District's facilities are responsible for being aware of all regulations relating to rental of school facilities.

1. SCHOOL HOLIDAYS - Facilities are not available on school holidays unless special arrangements are made in advance.
2. ENTRANCE - Entrance to the building will be as directed.
3. NO SMOKING - Smoking is not allowed in any part of the school buildings or grounds inclusive of corridors and washrooms.
4. NO ALCOHOL OR NON-PRESCRIPTION DRUGS - Alcoholic beverages and non-prescription drugs will not be permitted in any part of the school premises or grounds.
5. RESPONSIBILITY - The Board shall not be responsible for damage to or loss of clothing or equipment of the applicant or any person attending the function.
6. SIGNS & DECORATIONS - There will be no tacking or nailing of any signs or decorations or other materials on walls, floors, ceiling nor any defacing of building.
7. SPRINKLER SYSTEM - No sprinklers or other irrigation equipment can be moved or tampered with.
8. NO ADMITTANCE TO OTHER PARTS OF THE BUILDING - No persons will be allowed in any other part of the building other than that rented.
9. REPAIR OR REPLACEMENT OF DAMAGE TO BUILDING AND/OR EQUIPMENT - Any damage to furniture or fixtures will be paid for by the above organization.
10. AUTHORITY - The custodian on duty, or the School Principal, is the Board's on-the-spot authority and her/his instructions will always be adhered to.
11. HOURS OF USE - The specified times asked for and agreed upon will always be strictly adhered to. Except for weekends, schools are only available for public use after school hours, 3:30 p.m. to 10:00 p.m.
12. GENERAL HIRING - Only the hirer's equipment will be used, and no equipment of the Board's will be used except for normal furnishings and fittings, unless specific arrangements are made.
13. COPYRIGHT - The Board shall not be responsible for the payment of copyright royalties and further; the lessee agrees to indemnify the Board for any actions resulting from breach of copyright laws by the lessee.
14. FOOTWEAR - Running shoes with non-scuff shoes must be worn in gymnasiums.
15. CANCELLATIONS - Notification of cancellation to Board Office one week in advance.
16. TERMINATION OF AGREEMENT - The Board reserves the right to terminate this Agreement at any time and all hirings are subject to change at the Board's discretion. It is the Board's privilege to refuse a rental if the request is not received in due time to notify all parties involved.

\_\_\_\_\_  
**School Board Signature**

\_\_\_\_\_  
**Rental Contact Signature**

\_\_\_\_\_  
**Date Approved**

Recent provincial legislation bans tobacco use on school property. This ban includes facilities, grounds and even private vehicles on school property. As a result of this regulation, a condition of on-going rental and use of District grounds and facilities are that the members of the group do not use tobacco products on school grounds and enforce this requirement within their group.

In addition, the User Group will need to make a diligent effort to communicate the same message to its audiences, guests, fans and observers who are present because of the group's sponsored event.

If the District deems a group does not meet this condition, then the Facility Usage Agreement will be terminated with one week's notice and future arrangements for facility use are in jeopardy.

The signature below acknowledges understanding of this condition for School District No. 51 (Boundary) facility use.

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**Signature**

**INDEMNIFICATION AND HOLD HARMLESS CLAUSE**

(User Group Name) 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 Name) 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.

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**Signature**

**LIABILITY INSURANCE CLAUSE**

(User Group Name) 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 (User Group Name) 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 (User Group Name) of the property belonging to the School District.

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**Signature**

**WAIVER OF SUBROGATION CLAUSE**

(User Group Name) hereby agrees to waive all rights of subrogation or recourse against the School District with respect to the use or occupation by (User Group Name) of the premises described in the Agreement.

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**Signature**