

School District No. 85
Vancouver Island North

2022 - 2023

Return to: **Jennifer Cattermole**
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V0N 2P0

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COMMUNITY USE OF DISTRICT FACILITIES APPLICATION / USER AGREEMENT

USER GROUP _____ DATE _____

BILLING ADDRESS _____

USER GROUP CONTACT _____

TELEPHONE #: _____ E-MAIL : _____

SCHOOL REQUIRED _____ DATE(s) REQUIRED _____

NATURE OF EVENT _____ DAY(s) OF WEEK _____

TIME OF USE: START _____ FINISH _____ TOTAL HOURS _____

FACILITY OR GROUNDS REQUIRED _____
(ROOM, GYM, MULTI-PURPOSE, ETC.)

EQUIPMENT REQUIREMENTS _____
(Please note: All requests for equipment use must be approved in advance by the Principal or Vice-Principal of the School.)

RENTAL CATEGORY: (Refer to Community Use Regulations – the School District will advise if the category indicated is within policy and advise the applicant prior to acceptance of any charges or fees)

CATEGORY _____ DAMAGE DEPOSIT _____

CATEGORY _____ RENTAL CHARGE _____

CATEGORY _____ EQUIPMENT CHARGE _____

Chairs required: (200 chairs) - \$50.00 per day + \$75.00 flat rate for delivery _____

Tables required: (20 tables) - \$20.00 per day + \$75.00 flat rate for delivery _____

Bleacher Assembly (PHSS MP Room) - \$75.00 flat rate _____

Custodial Fee - \$28.00 per hour (actual charges determined after event) _____

Note: A custodian or responsible staff member must be in attendance for supervision at all community use events. Custodians must be retained for clean up if required by School District No. 85.

Damage deposit and insurance must be received prior to event. Other rental fees may apply depending on the nature of the event

FOR ASSISTANCE IN DETERMINING CHARGES AND CATEGORY CONTACT JENNIFER AT 250-949-8155 (2521)

This individual or group wishing to access school facilities agrees: To accept the above noted school accommodation in the condition in which it would have been left in the course of the normal education program; that there is no warranty expressed or implied on the part of the Board as to the suitability or condition of the school premises hereby demised, to accept the said premises at your own risk,

School District No. 85 Vancouver Island North

INDEMNITY AND HOLD HARMLESS CLAUSE

The User Group shall indemnify and hold harmless the School District, 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 the School District by the User Group and any of its officers, employees, agents, contractors, and volunteers, during the Rental Period except to the extent that such loss arises from the negligence of the School District.

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 the School District:

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 Group, its officers, employees, servants, agents, contractors, and volunteers and shall include the School District, its officers, employees, servants, agents and contractors, and volunteers as additional Insureds with respect to liability arising out of the use or occupation by the User Group of the property belonging to the School District during the Rental Period.

The user group shall provide the School District with evidence of all required insurance prior to the effective date of the agreement. Such evidence of insurance shall be in the form of a certificate of insurance. When requested by the School District, the user group shall provide certified copies of required insurance policies.

NOTE: These certificates should be issued by the insurer or insurance broker of the user group and must contain the following information:

1. Name of insurance company and the binder or policy number;
2. Name and address of the Insured (user group);
3. Policy period (covering at least the period the agreement is in place);
4. Description of coverage;
5. Policy limits;
6. Description of insured operations and location(s);
7. Signature of authorized representative and date.

INCIDENT REPORTING REQUIREMENT

Following an accident or incident you must contact the Operations and Maintenance Department at 250 949 8155 so that an On-Line Incident Report Form can be completed and submitted within forty-eight (48) hours whenever:

- medical/first aid attention is required;
- loss or damage to (School District) property occurs.

THE SCHOOL DISTRICT IS NOT RESPONSIBLE FOR ANY PROPERTY LEFT OR LOST ON SCHOOL DISTRICT PREMISES.

This contract includes the terms and conditions set out in the Community Use Policy (Policy 6-50). I certify that I have read, understood and agreed to the terms and conditions of the User Agreement, including the Community Use Policy governing the use of School District facilities, grounds and equipment. I agree to accept the School District's facilities, grounds and equipment as indicated and to abide by the Policy.

USER:

SCHOOL DISTRICT NO. 85:

SIGNATURE OF AUTHORIZED REPRESENTATIVE
(MUST BE 19 YEARS OF AGE OR OLDER)

DISTRICT AUTHORIZED SIGNATURE

DATE:

NAME (Please print):

NAME AND TITLE (Please print):

BILLING ADDRESS:

School District No. 85 Vancouver Island North

MUNICIPAL AND PROVINCIAL FIRE BY-LAWS REGULATIONS

- 1) NO SMOKING ON SCHOOL BOARD PROPERTY
- 2) NO PARKING WITHIN TWENTY-FIVE FEET OF SCHOOL BUILDING
- 3) SEATING CAPACITY MUST NOT BE EXCEEDED. (FOR MORE INFORMATION, CONTACT THE OPERATIONS AND MAINTENANCE DEPT.)
- 4) EXITS MUST BE KEPT CLEAR.
- 5) ONLY FIREPROOF STAGE PROPS MAY BE USED.

REGULATIONS GOVERNING USE OF SCHOOL FACILITIES & GROUNDS

1. The School Board does not normally allow for the use of its facilities on statutory holidays. Those individuals requesting use during these periods, see Rental Conditions 5.13 Community Use Regulations.
2. Custodians may require individual groups to produce a copy of the approved application.
3. Individuals and groups using school facilities must comply with all applicable Fire By-Laws and Regulations. Failure to comply with these regulations and by-laws may result in the termination of the agreement.
4. The individual signing the agreement is responsible for the on-site supervision of the group activity during the time that the agreement covers. Please indicate alternatives if applicable.

Board employees in charge of the school facility should be approached in reference to any problems arising out of the use of facilities at the time of use.

5. All facilities are made available on an AS IS basis and only those facilities are indicated on the agreement may be accessed by the group or individual to which it applies.
6. In the event that an individual or group wishes to cancel its agreement for school accommodation, see Section 4
7. For use of School Board Equipment, see Section 3.4 and 5.3.
8. Non-school Board property, see Section 5.2.
9. Advertising of functions in the school is prohibited within the confines of School Board property, see Section 5.5
10. Requests for use of school facilities involving the serving or selling of alcoholic beverages is prohibited, see Section 5.6.

FAILURE TO COMPLY WITH REGULATIONS MAY RESULT IN CANCELLATION OF THE USE OF SCHOOL FACILITIES OR GROUNDS