

**TERMS OF AGREEMENT & CONTRACT**

No one may use any property or facility owned or operated by Cariboo-Chilcotin (School District No. 27) without first entering into a *Terms of Agreement & Contract*.

**PAYMENT OF FEES AND OTHER COSTS**

Application User Groups must pay, in advance, all applicable fees, custodial costs and other charges as established by the school district. Applicants must pay, upon receipt of an invoice, any other charges resulting from the facility's use (i.e., additional custodial charges, emergency call out etc.).

**INDEMNITY**

Accidents arising from sporting and other recreational activities occasionally happen on school district property and facilities. Indeed, many activities include a foreseeable risk of harm and personal injury that are inherent in the activity itself. While the variety of risks are more than can be listed here, among the more obvious and frequent are trips and falls on playing fields, falls from equipment in gymnasiums, collisions with other users of school district property and facilities, and being struck with sports equipment such as balls and bats. In view of these risks, the following is a term of the contract:

*The applicant agrees to indemnify and save harmless the Board of Education of School District No. 27 (Cariboo-Chilcotin) and its officers, employees and agents from any claim, lawsuit, liability, debt, demand, loss, or judgment (including costs, defence expense, and interest) whatsoever and howsoever arising either directly or indirectly as a result of this contract of the use of the property or facilities.*

*Signature Accepting Indemnity*

The applicant will also indemnify and pay to the school district forthwith upon demand for any loss or damage to the school district property and facilities or power wastage occurring or arising either directly or indirectly as a result of the use of the property of facilities under the terms of the contract.

This includes the responsibility of ensuring the facilities are correctly “locked up”, at the end of use. Any losses or costs incurred due to callouts for security due to a facility being left open by the applicant shall be paid by the applicant.

**INSURANCE**

All applicants must have appropriate comprehensive general liability insurance coverage in the minimum amount of \$3,000,000.00, inclusive per occurrence for bodily injury and property damage, under which the school district is an additional insured. The applicant must provide evidence of this to the school district before use and after on demand. Such evidence of insurance shall be in the form of a certificate of insurance.

**WAIVER OF SUBROGATION**

The applicant agrees to waive all rights of subrogation or recourse against the school district with respect to the use or occupation by the user of the school district property or facility described in the contract.

### **ELIGIBILITY OF APPLICANTS**

The applicant must represent a properly constituted community group capable of accepting responsibility for the conduct of participants and be financially responsible for any damage. The minimum age of users is 19 years.

### **SUITABILITY OF FACILITIES**

There is no warranty, expressed or implied, on the part of the school district as to the suitability or condition of any property or facilities and the user accepts same at their own risk. If the applicant has any questions as to suitability, they must arrange to inspect the property or facility in question to determine suitability.

### **USE OF FACILITIES**

School district property and facilities are to be used for recreation and leisure use only or as otherwise permitted in the school district's sole discretion. All activities must be confined to the parts of the building and playing fields stipulated in the contract. No subletting of facilities is permitted.

### **TYPE OF ACTIVITY**

Applicants must limit themselves and their group to the activity or activities specified in the contract unless otherwise authorized in writing by the school district in advance.

### **SUPERVISION**

Applicants are responsible for the admission, actions, and behaviour of all participants and/or spectators. Applicants or designated supervisor(s) are responsible for confining participants and spectators to the area indicated in the application agreement. The district reserves the right to evaluate supervision. The supervisor must:

- Make themselves known to the custodian on duty in the building, if applicable
- Be in attendance throughout the event.
- Enforce all regulations concerning the use of district facilities and playfields.
- Supervise entrance and adjacent area to prevent unauthorized persons from entering the building.
- Limit activities and participants to the area assigned to the group.
- Ensure that specified days and times are adhered to as stated in the application agreement.
- Ensure that all participants have vacated the property or facilities when the activity ends.
- If you see anyone causing damage to the school district's property, call 9-1-1.
- Immediately report any damage or incidents noted by, or caused by, the group to the authorized school district employee, or the Secretary-Treasurer's office.
- Make all group members aware of these terms of agreement and Board Policy 730 – Community Use of Facilities before use of the property or facility.
- Enforce the terms of the agreement.

### **PARKING**

Parking vehicles is prohibited on all school grounds, except in specified parking lots. Fire lanes must always be kept clear. This is the responsibility of the applicant (event holder).

### **CANCELLATION**

Priority for school use is for student activities. There may be situations where emergent school events may need to displace a booked user group. As per AP 730:

*The District reserves the right to cancel or revoke any user agreement at any time with or without cause and no claim may be made against the District for damages or reimbursement due to any loss, damage or expense except for user fees already paid. In the case of a labour dispute, strike, or lockout resulting in the closure of schools, all application bookings will be suspended.*

## **LOCKING UP**

Doors will remain locked while the building is in use.

A building FOB will be provided for access during the applicant (permit) booking times. The applicant or supervisor will then be responsible for letting the rest of the group into the property or facility. Leaving the door ajar and unattended will not be tolerated.

## **EMERGENCIES**

In the case of an emergency (fire alarms, power outages, etc.) the user or supervisor and all members of the application group must evacuate the facility. The applicant or supervisor must report to the authorized school district employee on or off-site. Emergency lighting ensures that everyone has enough time to leave the building. Staying in a building during an emergency event is a safety hazard and against safety regulations.

## **ALTERATIONS**

No alterations, installation, or fastening shall be permitted in any building unless authorized in writing. Any field lining can only be done after consultation with the Director of Operations or designate.

## **FOOTWEAR**

All footwear with heels and/or hard soles is forbidden on playing floors. No street shoes, street runners or cleats are permitted in gymnasiums. The district reserves the right to ban any other footwear shown to cause damage to the floor surface.

## **RESTRICTED SPORTS AND EQUIPMENT**

Only indoor regular gymnasium equipment is permitted for various activities, as follows:

- Field/Floor Hockey (inside): must use only approved plastic equipment.
- Baseball: must use only approved soft training softballs
- Soccer: must use only indoor soccer balls
- Other sports and equipment are subject to the approval of the Principal and/or Secretary-Treasurer

***NOTE: Failure to observe these restrictions will result in immediate cancellation of the activity without further warning.***

## **CEREMONIAL TOBACCO**

By law, smoking and the use of ceremonial tobacco are only for cultural events and may occur outside in designated areas to ensure the safety of the school buildings.

## **ALCOHOL/DRUGS/SMOKING/VAPING**

Use is prohibited in district buildings, on grounds, and vehicles. Users must make this condition known to anyone using such property and facilities and take active steps to stop any such activity. For further information, refer to Policy 520 – Smoking and Smokeless Tobacco Restriction.

Generally, alcohol use is prohibited. Though in exceptional circumstances serving alcohol may be approved but requires special written permission from the Secretary-Treasurer.

All application employees, volunteers, clients, and invitees are prohibited from using such substances and can result in cancellation of the event.

### **LANGUAGE**

Profane or insulting language is prohibited in district facilities.

Acts of verbal, physical, and/or emotional abuse will not be tolerated. The School District reserves the right to interrupt or terminate an event if, in the School District's opinion, the activity or event taking place in the facility, in whole or in part, is obscene, slanderous, defamatory, racist, or contrary to spirit and intent of the Canadian Charter of Human Rights and Freedoms and/or Board Policy and Regulation. On the exercise of such discretion, all rights of the applicant (event holder) under this Agreement will terminate immediately, and the Board will be entitled to retain all monies and fees paid, payable or agreed to be paid under the application agreement (permit).

### **PLAYING FIELDS**

The district has the right at any time to cancel, without notice, the right of any user to use any property or facilities if, in the sole discretion of the district, such use may damage the property or facilities. This discretion is most often exercised in the event of inclement weather, but it is not restricted to weather. The school district is the final judge of the condition of its property and facilities but expects the user to exercise good judgment in the use of the property or facilities during inclement weather. Activities or behaviour deemed to be a nuisance or unacceptable to the public will not be tolerated.

### **TOURNAMENTS/DAY CAMPS**

During tournaments or day camps, and after consultation with the Director of Operations or designate, users, may be required to provide, at their own expense, on-site, self-contained, portable toilet units in sufficient numbers for reasonable anticipated demand and to make all arrangements for the delivery, servicing, and removal of same by the contract end date and time. Users are also responsible for garbage clean-up and removal by the end of the contract.

### **LINING OF FIELDS**

The district only provides lining seasonally or for special events as requested by the principal. With the approval from the Director of Operations or designate, users may choose to line a playing field if needed for game use. No permanent markings will be permitted.

### **USE OF EQUIPMENT**

Sports equipment such as volleyball and badminton nets/stands, where available, may be used by groups using school gyms, at the principal's discretion. Fees will apply and requests must be made upon permit. Applicants must provide supplies such as balls, mats, racquets, etc. Games involving the use of equipment or supplies in such a manner as to damage school district property and facilities are strictly prohibited.

### **STORAGE OF USER'S EQUIPMENT**

The applicant assumes all responsibility for any property left damaged, or lost, on school premises. No equipment should be left or stored on school premises.

**POLICY AND ADMINISTRATIVE PROCEDURES**

In addition to the above, the applicant agrees to adhere to all requirements outlined in Board Policy 730 – Community Use of Facilities and any other supporting policy and administrative procedures.

*Signed on behalf of the Application Group*

*Signed on Behalf of the School District*

\_\_\_\_\_  
*Applicant*

\_\_\_\_\_  
*Secretary-Treasurer or Designate*

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

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