



TERMS OF AGREEMENT & CONTRACT

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

PAYMENT OF FEES AND OTHER COSTS

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

INDEMNITY & SAVE HARMLESS

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 user 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, defense 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 & Save Harmless

The user 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. Also, the user is responsible for any costs involved in "locking up" facilities left open by the user.

INSURANCE

All users must have appropriate comprehensive general liability insurance coverage in the minimum amount of \$2,000,000.00, inclusive per occurrence for bodily injury and property damage, under which the school district is an additional insured. The user must provide evidence of this to the school district in advance of use and thereafter on demand. Such evidence of insurance shall be in the form of a certificate of insurance. Special consideration, on a case-by-case basis, will be given by the Secretary-Treasurer to those groups who are not able to secure their own insurance.

WAIVER OF SUBROGATION

The user 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 USERS

The user must represent a properly constituted community group capable of accepting responsibility for conduct of participants and be financially responsible for any damage. 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 user has any question 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.

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TYPE OF ACTIVITY

Users 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

Users are responsible for the admission, actions, and behaviour of all participants and/or spectators. It is the responsibility of users or designated supervisor (s) to confine participants and spectators to the area indicated on the user 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 duration of 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 on the user agreement
- Ensure that all participants are off the property or facilities when the activity ends
- Take all and any action that may be required for the preservation of the school district's property
- Immediately report any damage or incidents noted by, or caused by, the group to the authorized school district employee or to the Secretary-Treasurer's office
- Make all members of the group aware of these terms of agreement and Board Policy 730 – Community Use of Facilities in advance of use of the property or facility
- Enforce the terms of agreement and contract

PARKING

Parking of vehicles is prohibited on all school grounds, except in specified parking lots. Fire lanes must always be kept clear. This is the responsibility of users or the designated supervisor.

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: Community Use of Facilities

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 community use bookings will be suspended.

In most situations, we expect the school to give reasonable notice.

LOCKING UP

Doors will always remain locked. An authorized school district employee may open the door just prior to the starting time for the group, subject to the presence of the user or designated supervisor. Alternatively, an access code may be provided. The user 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 emergency (fire alarms, power outages, etc.) the user or supervisor and all members of the user group must evacuate the property or facility. The user or supervisor must report to the authorized school district employee on 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 Manager of Facilities and Transportation 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 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.

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SMOKING

By law, smoking and the use of tobacco, is prohibited in all district buildings, grounds, and vehicles. Users must make this condition known to anyone using such property and facilities and to take active steps to stop any such activity. For further information, refer to Policy 3518 – Smoking and Smokeless Tobacco Restriction.

ALCOHOL/DRUGS

The sale, serving and consumption of alcoholic beverages and illegal drugs is prohibited anywhere on district property. Serving of alcohol may be approved in certain circumstances and requires special permission of the Secretary-Treasurer.

LANGUAGE

Profane or insulting language is prohibited in district facilities.

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 general 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 arrangement 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.

USE OF EQUIPMENT

Sports equipment such as volleyball and badminton nets/stands, where available, may be used by groups using school gyms, at the discretion of the principal. Fees will apply and requests must be made upon application. Users 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

With the permission of the school principal, and subject to the availability of suitable space, users may store their group's equipment on site. The user assumes all responsibility for any property left damaged, or lost, on school premises.

POLICY AND ADMINISTRATIVE PROCEDURES

In addition to the above, the user 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 User Group

Signed on Behalf of the School District

User

Secretary-Treasurer or Designate

Date

Date

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