Appendix D

West Vancouver School District #45 Rental Contract for DURING SCHOOL HOURS Programs:

The RENTER will:

a) Have approval/agreement of School Principal to use school premises during school hours or prior to 5:00 p.m. on weekdays. School hours are defined as between 8:00 a.m. and 5:00 p.m. weekdays unless otherwise defined by individual schools.
b) Where services are provided to children: provide proof of criminal record check (performed within the last 5 years); and ensure that all persons employed or retained to provide the services are competent to perform them and are properly trained, instructed and supervised and have a recent criminal record check;
c) Provide, maintain and pay for business liability insurance, with a minimum $2,000,000 liability limit, naming West Vancouver School District 45 as Additional Insured; and provide any other insurance, permits and licenses which may be required of you by law or are necessary to cover any risks you may assume as a result of entering into this agreement; and upon request, provide proof of this insurance to West Vancouver School District 45;
d) Provide a first aid kit on site and be prepared to administer basic first aid treatment as necessary. First aid certification for service providers is recommended.
e) Provide adequate adult supervision of all children participating in the program;
f) Have a process for ensuring that children are picked up by an authorized adult and not left on their own at the end of the class;
g) Comply with all applicable municipal, provincial and federal laws;
h) Be an independent Renter and not the employee, agent or partner of West Vancouver School District 45;
i) Not assign or subcontract your obligation under this agreement without our prior written consent.
j) Treat as confidential all material and not permit its disclosure without our prior written consent except as required by applicable law;
k) Indemnify and hold harmless, us and our employees from any losses, claims, damages, actions, causes of action, costs and expenses that you may sustain, incur, suffer, which are based upon, arise out of, or occur by reason of any act or omission by you or by any of your agents in providing the service, except liability arising out of any independent negligent act by us;
l) Not provide any service to any other person, firm or corporation which, in the reasonable opinion of West Vancouver School District 45 may give rise to a conflict of interest;
m) Not consume, or permit to be consumed, any alcoholic beverages in the facility or anywhere on School District 45's property;
n) Not smoke tobacco or other substance or permit the same to be smoked in the facility or on School District 45's property;
o) Not hinder or obstruct any agent or employee of West Vancouver School District 45 in or about the facility;
p) Acknowledge that any agent or employee of West Vancouver School District 45 may at any time enter and inspect the facility and any activities in the facility;
q) Keep and leave the facility in a tidy, sanitary, clean and safe condition, including the removal of goods, chattels, and equipment of the Renter;
r) Ensure that only soft white-soled runners or street shoes are worn unless floors are covered by tarps;
s) Not permit floor hockey, field hockey, lacrosse and football to be played in gymnasiums or other indoor areas. Soccer is only permitted if indoor soccer balls are used. Baseball/softball is only permitted if wiffle balls are used for batting, and soft indoor balls are used for pitching and throwing;
t) Adhere to West Vancouver School District 45's rule that no rollerblading or skateboarding is to be permitted on any property owned by School District 45.

RENTAL RATES

1. Rental rates are assessed on an hourly basis. These rates are subject to review and may increase with each new school year.

Appendix D

2. In addition to the above, where the School District must clean or restore the facility used due to the Renter's failure to adhere to item "q" above, the Renter will be charged for the cleaning and/or repair of the facility;

CONTRACTING AGENCY

3. West Vancouver School District 45 may, at its discretion, cancel any rental agreement for which it believes the Renter has failed to meet the conditions of agreement contained herein.
4. If the Renter fails to comply with this Agreement, West Vancouver School District 45 may, in addition to terminating this Agreement, pursue any remedies it considers necessary.

GENERAL

5. Any notice, to be effective, will be in writing and delivered by either fax or email.
6. This Appendix is part of the Agreement.
7. Where the Renter is a corporation, the Renter represents and warrants to West Vancouver School District 45 that the Renter authorizes its signatory to enter into and execute this Agreement without affixing its corporate seal.
8. All amendments or modifications to this Agreement must be in writing and signed by all parties.