

Rental Terms & Conditions

The LICENSEE will:

At time of signing rental contract:

- a) Provide proof of current business liability and Workers Compensation insurance which comply with the minimum coverage as defined in “Insurance” below;
- b) Provide proof of non-profit status (if being claimed);
- c) Provide proof of criminal record checks (performed within the last 5 years) for Licensee and any of their staff that may have unsupervised access to children during the course of the rental period;
- d) Provide payment in full via credit card;
- e) **All required documentation must be provided, and rental contract signed, a minimum of one (1) week prior to commencement of rental period, for space to be reserved and rental to be approved.**

Rental rates:

- a) Rental rates are assessed on an hourly basis. These rates are posted on School District 45 (West Vancouver)’s website, and are subject to review and change at any time.
- b) In addition to the above, where School District 45 (West Vancouver) must clean or restore the facility used due to the Licensee’s use of the facility, the Licensee will be charged for the cleaning and/or repair of the facility on a cost recovery basis;

Scheduling:

- a) Schools have priority when using the facilities;
- b) Returning non-profit youth sports leagues have priority at previously booked sites;
- c) School facilities are available for rental between 5:00 pm and 9:00 pm on school days (some locations close earlier, between 8:00 or 8:30 pm), and from 9 – 4 on weekends;
- d) School playing fields rentals are administrated by the West Vancouver Parks & Recreation Commission on all non-school days, and after 5:00 pm on school days. Contact number is 604-922-4544

Scheduling During School Hours:

- 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.

Cancellations:

- a) Rental contracts must be cancelled no later than two (2) weeks prior to the contracted rental period to receive a refund; no refunds for cancellations made less than two (2) weeks prior to the contracted rental period. A processing fee of twenty-five (\$25.00) will be charged on all cancellations made by the renter.

- b) Rental fees will be refunded if the rental facility is closed due to adverse weather conditions, reason of fire, flood, earthquake or other damage, labour disruption, a pandemic or health situation, or in the event that School District 45 (West Vancouver) requires the facility for school use, in proportion to the period of loss of use of the facility.

Insurance:

- a) Licensee must provide insurance with a minimum \$2,000,000 liability limit, naming School District 45 (West Vancouver) as an Additional Insured; indemnify and hold harmless, School District 45 (West Vancouver) 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; 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.
- b) Licensee must provide Worker's Compensation Insurance, in compliance with all Laws

Contracting Agency:

- a) School District 45 (West Vancouver) may, at its discretion, cancel any Rental Contract without prior notice for which it believes the Licensee has failed to meet the conditions of agreement contained herein.
- b) If the Licensee fails to comply with the above conditions or any others contained within the Rental Contract, School District 45 (West Vancouver) may, in addition to terminating the Rental Contract, pursue any remedies it considers necessary.
- c) The Licensee must not represent or hold itself out as being an agent, affiliate, employee or otherwise a representative in any capacity for any purpose of School District 45 (West Vancouver) and agrees that the Licensee or its officers, employees, agents and others of the Licensee are not agents, employees or representatives of School District 45 (West Vancouver).

Copyright Fees and Royalties:

- a) The Licensee agrees to pay all fees, royalties and other charges that are required by law to be paid in respect of copyright, intellectual property of any kind or a patent relating to any activity in the Facility and without limiting any indemnity herein to indemnify and save harmless School District 45 (West Vancouver) from any and all claims arising from any copyright infringement or other property.

License:

- a) This License is personal to the Licensee and is limited, non-exclusive, non-assignable and revocable permission to use the Facility for the purposes and on the dates and times stated.

Alterations and Damage:

- a) Except with the prior written approval of School District No. 45 (West Vancouver) alter or add to the Facility in any way;
- b) Construct or erect any structure, affix and fixture or equipment or make any improvement to the Facility of School District No. 45 (West Vancouver) property;
- c) Damage the Facility; or

- d) Lose, remove or damage any property or equipment of School district No. 45 (West Vancouver).
- e) In the event that the Licensee breaches any of the above conditions within this clause, the Licensee shall pay to School District No. 45 (West Vancouver) all costs and expenses incurred by School District No. 45 (West Vancouver) of repairing, replacing and restoring the Facility, property and equipment, as the case may be.

Facility:

- a) The Licensee accepts the Facility in the condition in which it is provided and there is no warranty as to the condition of the Facility or its fitness for the purposes of the Licensee.

Licensee's Equipment and Property:

The Licensee agrees:

- a) To take sole and exclusive responsibility for all equipment, goods, chattels and other property brought onto School District No. 45 (West Vancouver) property and into the Facility. All risk of loss or damage to such equipment, goods, chattels and other property shall be solely the Licensee's; and
- b) That any equipment, goods, chattels or other property left in the Facility beyond the times provided for use in the Facility by the Licensee or after expiration of this license are not the responsibility of the School District, and School District No. 45 (West Vancouver) may dispose of the same at the expense of the Licensee.

Right to Refuse Admission:

School District No. 45 (West Vancouver) may refuse to allow into or permit to remain in the Facility or on School District No. 45 (West Vancouver)'s property, any person suspended or barred from the Facility by prior direction of the School District or any person who causes a disturbance or who is behaving in a dangerous, objectionable or improper manner.

Concessions:

School District No. 45 (West Vancouver) retains the exclusive right to operate all concessions in or about the Facility or School District No. 45 (West Vancouver)'s property.

At time of rental:

The Licensee will:

- a) 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.
- b) Provide adequate adult supervision of all children participating in the program;
- c) 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;
- d) Comply with all applicable municipal, provincial and federal laws;
- e) Not assign or subcontract your obligation under this Rental Contract without prior written consent from School District 45 (West Vancouver).
- f) Treat as confidential all material and not permit its disclosure without our prior written consent except as required by applicable law;

- g) Not provide any service to any other person, firm or corporation which, in the reasonable opinion of School District 45 (West Vancouver) may give rise to a conflict of interest;
- h) Not consume, or permit to be consumed, alcohol or marijuana or any other drug in the facility or anywhere on School District 45 (West Vancouver)'s property;
- i) Not smoke tobacco or permit the same to be smoked in the facility or on School District 45 (West Vancouver)'s property;
- j) Not hinder or obstruct any agent or employee of School District 45 (West Vancouver) in or about the facility;
- k) Acknowledge that any agent or employee of School District 45 (West Vancouver) may at any time enter and inspect the facility and any activities in the facility;
- l) Keep and leave the facility in a tidy, sanitary, clean and safe condition, including the removal of goods, chattels, and equipment of the renter;
- m) Ensure that only soft white-soled runners or street shoes are worn in gymnasiums unless floors are covered by tarps;
- n) 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;
- o) Adhere to School District 45 (West Vancouver)'s policy that no rollerblading or skateboarding is to be permitted on any property owned by School District 45 (West Vancouver).
- p) If exterior gym doors are used for entering/exiting the gym, please open and close with care. Do not push them too wide open, or swing them with force, as this can damage the hinges and hardware. Repairs are expensive and costs will be charged to the group responsible for damage.
- q) Lift, do not drag goalie nets, benches, and other items, to avoid damage to the floor. Please use low-tack painter's tape only.

General:

- a) Any notice, to be effective, will be in writing and delivered by either fax or email to the contract information provided in the Rental Contract.
- b) This Appendix A is part of the Rental Contract.
- c) Where the Licensee is incorporated, the Licensee represents and warrants to School District 45 (West Vancouver) that the Licensee authorizes its signatory to enter into and execute this Agreement without affixing its corporate seal.
- d) All amendments or modifications to the Rental Contract must be in writing and signed by all parties.