

Facility Rental Terms & Conditions

The Individual, Group or Organization in consideration of being granted permission to use the Facility, agrees to be bound by the following Terms and Conditions which form a part of the “Facility Rental Contract.”

DEFINITIONS: “**Licensee**” refers to the user group; “**District**” refers to The Board of Education of School District No.45 (West Vancouver); “**Facility**” refers to the location at the school at which the community use occurs and “**Facilities**” refers to all such locations; “**Agreement**” refers to the Facility Rental Contract.

ACCESS TO FACILITIES: The District is supportive of providing community access to Facilities when not required for the delivery of school programs. As such, the District may make its lands and buildings available for use by community groups, not for profit entities, and at the sole discretion of the District, private users. Licensees who wish to make use of District Facilities must agree to the terms and conditions set out in this Agreement.

Licensees must undertake to prevent damage, must hold the District harmless from liability, and must obey Municipal fire and safety regulations. Licensees acknowledge that District staff are not permitted to accept gratuities or participate directly in events held by Licensees while working.

Only designated areas listed in the Agreement may be used by the Licensee. Facility access will be permitted only for the duration identified in the Agreement. Access will not be permitted prior to the start time, and groups must vacate the building no later than the end time specified in the Agreement. Licensees may not prop open exterior Facility access doors.

AUTHORITY: A District representative will be present to grant access to the Facility and will remain available on site for the duration of the event. The District representative has District authority to ensure the safety and security of the premises at all times and may at any time enter and inspect the facility and any activities in the facility.

RIGHT TO REFUSE ADMISSION: The District may refuse to allow into or permit to remain in the Facility or on the District’s property, any person suspended or barred from the Facility by prior direction of the District or any person who causes a disturbance or who is behaving in a dangerous, objectionable or improper manner.

ELIGIBILITY OF APPLICANTS: Licensee(s) must be individuals nineteen (19) years of age or older, or duly constituted community or not for profit groups. Licensees must accept responsibility for conduct of participants and assume financial responsibility for damage.

EXECUTION OF FACILITY RENTAL AGREEMENT: Bookings are not confirmed until the Licensee

a) Provide proof of current business liability insurance which comply with the minimum coverage as defined in “Insurance” below; b) Provide proof of non-profit status (if being claimed); c) Provide payment and damage deposit (if applicable) in full via credit card; d) Provide all required documentation, and the Agreement signed, a minimum of five (5) business days prior to commencement of rental period, for space to be reserved and rental to be approved.

RENTAL RATES: a) Rental 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 9:00 am – 4:00 pm on weekends; d) School playing fields rentals are administrated by the Sports Field Scheduler, District of West Vancouver on all non-school days, and after 5:00 pm on school days. Contact number is 604-925-7081 or cbaylis@westvancouver.ca.

SCHEDULING DURING SCHOOL HOURS: 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.

CHANGES: a) Requests for changes to the Agreement, including change of date, time or location, will be subject to a \$25.00 Change Fee. Change requests must be received in writing a minimum of five (5) business days in advance of the booking or the full cost of the rental will be forfeited. The District may waive the Change Fee in the case where a Licensee has multiple agreements. Change requests can be emailed to: rentals@wvschools.ca; b) The District will adjust the final installment amount should changes be made to the Agreement during its duration that affect the total Agreement value; c) The Licensee is responsible to pay the District all charges as stipulated in the Agreement. Failure to pay these fees may result in cancellation of future rental privileges and/or legal proceedings, including collections and small claims notice; d) Interest will be charged to Licensee for outstanding payments at the prevailing rate.

CANCELLATIONS: a) The Agreement must be cancelled no later than ten (10) business days prior to the contracted rental period to receive a refund; no refunds for cancellations made less than ten (10) business days 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 the District requires the facility for school use, in proportion to the period of loss of use of the facility.

RIGHT OF REFUSAL AND CANCELLATION OF AGREEMENT: The District reserves the right, as its interests may require, to refuse any group or individual access to any Facility or cancel any planned rental or use of a Facility with or without cause. Future rental privileges may be revoked should the Licensee not be in compliance with any of the Terms and Conditions outlined in the Agreement.

SCHOOL DISTRICT PRIORITY: The Agreement identifies all rental dates. It is the user's obligation to advise its participants of excluded dates or location changes due to District usage or holidays.

The Licensee acknowledges that the District has the right to cancel or revoke either specific usage or the entire rental agreement when a Facility is required for District use. The District will endeavor to provide the Licensee with adequate notice and employ best efforts to find an alternate location. If no alternative space is available, a refund or credit will be provided.

DAMAGES: The Licensee is responsible for any and all damage to any District property arising from the Licensee's use or occupancy of District Facilities. The Licensee shall pay the District upon demand for the costs of repairs or replacements of District property resulting from such damage.

USE OF FACILITIES: 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.

This license is for the term specified in the Agreement. This license is issued to the user group identified in the Agreement and is limited, non-exclusive, non-transferable, non-assignable and revocable permission to use the Facility for the purposes and on the dates and times stated. Use of kitchen and cooking equipment within the Facility must be preauthorized by the District at time of booking.

AVAILABILITY OF FACILITIES: Facilities are not available on public holidays, professional development days and during extended closures – Christmas Break, March Break and Summer holidays, unless special arrangements are made in advance. See District Calendar for school closures at www.wvschools.ca. In the event of labour disruption due to strikes, lockouts, or emergency situations resulting in the closure of schools, all rentals will be suspended.

CONDITION: All Facilities are provided on an "as is" basis. This applies to suitability, condition, and service and the District's obligation is limited to the provision of Facilities as they exist at the time of the use. The Licensee must clean up after use and leave the Facility in its original condition. Maintenance or custodial fees may be assessed as a result of a failure to leave the premises in the same order and condition as upon arrival. The District will not undertake any special services such as snow removal for access to the Facility and parking lots over weekends or during periods and times when schools do not normally operate.

LICENSEE'S EQUIPMENT AND PROPERTY: The Licensee agrees: a) To take sole and exclusive responsibility for all equipment, furniture, supplies or private property of any description brought onto the District property and into the Facility. All risk of loss or damage to such material shall be solely the Licensee's; and b) That any equipment, furniture, supplies or private property of any description 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 District, and the District may dispose of the same at the expense of the Licensee. Such material may only be left in a Facility with the approval of a District representative and is left at the risk of the Licensee.

SUPERVISION AND RULES OF USE: The Licensee will assign an eligible individual as the user group representative.

The user group representative will: a) Identify themselves to the District representative on duty; b) Be present for the duration of the rental period; c) Provide supervision of and assume responsibility for the behavior of attendees; d) Be responsible for monitoring the entrance/egress of attendees; e) Enforce all District and Facility rules, policies and procedures, and adhere to Municipal and Provincial fire and safety regulations and bylaws; f) Ensure the Facility is left in the same order and condition as they were upon arrival; g) Limit activities and participants to the Facility spaces identified in the Agreement; Ensure that all participants vacate the Facility at the termination of the rental period.

REPORTING: The Licensee will report to the District Representative any accident or incident that occurs resulting in loss or damage to District property or requiring medical or first aid attention. These damages, accidents or incidents will also be reported in writing to rentals@wvschools.ca within 48 hours of the event.

USE OF EQUIPMENT: Use of Facility equipment by Licensees requires prior District approval and must be included in the Agreement. Licensee is required to put equipment away after use and assumes responsibility for unusual wear or breakage.

USE OF GYMNASIUMS: The Licensee and its members must wear clean, dry, non-marking footwear in gyms. Footwear with heels and or hard soles are not permitted on the playing floors. Gymnasiums are rented at the discretion of the District.

Floor hockey, field hockey, lacrosse and football are not permitted 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.

Food and beverages are prohibited in gymnasiums unless arrangements have been made in advance.

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 Licensee.

SMOKING, ALCOHOL, AND INTOXICANTS: Smoking, vaping, cannabis use, and other intoxicants are not permitted in District Facilities or on District properties.

In accordance with Policy 804: Use of Tobacco, Vapour Products and Cannabis on Board Facilities, all School District properties are designated no smoking and no vaping allowed. The use of tobacco, vapour products and cannabis is banned on all public and private kindergarten to Grade 12 schools in British Columbia. The ban extends to all school property 24 hours a day, 7 days a week, regardless of whether or not school is in session. The ban also includes vehicles, parking lots, sports fields, driveways, courtyards, private vehicles parked on school property and areas abutting school property. Alcoholic beverages will not be permitted in any part of the premises or grounds except with prior approval of the District at the time of booking. Licensee shall obtain a Special Occasion Liquor License and provide proof of such to the District at least 5 business days in advance of the rental. Failure to obtain a Special Occasion License will result in cancellation of the Agreement. Licensee will be responsible for the appropriate supervision and control over the service and consumption of alcohol throughout the duration of the event.

PARKING: Vehicles may only access driveways and designated parking areas. Access to other areas require prior District approval and will be identified in the Agreement.

ANIMALS AND PETS: Animals, other than service animals, are not permitted in District Facilities or on District properties.

SIGNAGE: No advertising or signage may be posted on District Facilities, whether inside, outside or on any fencing or structure on District property. There will be no tacking, nailing or taping of any signs or decorations or other materials on walls, floors, ceiling, nor any defacing of the building. If necessary, maintenance charges may apply.

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 Agreement without prior written consent from the District; f) Not provide any service to any other person, firm or corporation which, in the reasonable opinion of the District may give rise to a conflict of interest; g) Adhere to the District’s policy that no rollerblading or skateboarding is to be permitted on any property owned by the District.

CONSENT/PRIVACY ISSUE: Licensees and their attendees are prohibited from making recordings of students or staff without prior consent. Authorization to record pupils may only be granted by the Facility's administrator. Treat all material as confidential and not permit its disclosure without our prior written consent except as required by applicable law.

INSURANCE: The Licensee shall, without limiting its obligations or liabilities herein and at its own expense, provide and maintain the following insurance with insurers licensed in British Columbia and in forms and amounts acceptable to the District a) General liability insurance with a limit of not less than Two Million Dollars (\$2,000,000), inclusive per occurrence for bodily injury and property damage including loss of use thereof; b) Such insurance shall cover the User, and the User's agents, representatives, employees, contractors, volunteers and invitees and shall include the District and the District's trustees, officers, employees, agents, contractors and volunteers for liability or loss arising from the use or occupancy by the user of any District property; c) The Licensee shall provide the District with evidence of all required insurance prior to the Licensee's use or occupancy of any of the District's Facilities in the form of a certificate of insurance. The Board of Education of School District No. 45 (West Vancouver) shall be named an additional insured. When requested by the District, the Licensee shall provide certified copies of required insurance policies.

INDEMNIFICATION AND HOLD HARMLESS: The Licensee shall indemnify and hold harmless the District and its trustees, officers, directors, employees, servants, agents and contractors, from any and all loss, liability claims or expenses arising out of the use of the Facility by the Licensee and any of its trustees, officers, directors, employees, servants, agents, contractors, volunteers, and invitees including those responsible by law except to the extent that such loss arises from the negligence of the District. The Licensee agrees to waive all rights of subrogation or recourse against the District with respect to use.

CONTRACTING AGENCY: a) The District may, at its discretion, cancel any Agreement 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 Agreement, the District may, in addition to terminating the Agreement, 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 the District and agrees that the Licensee or its officers, employees, agents and others of the Licensee are not agents, employees or representatives of the District.

COPYRIGHT FEES AND ROYALTIES: 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 the District from any and all claims arising from any copyright infringement or other property.

GENERAL: a) Any notice, to be effective, will be in writing and delivered by email to the contact information provided in the Rental Agreement; b) Where the Licensee is incorporated, the Licensee represents and warrants to the District that the Licensee authorizes its signatory to enter into and execute this Agreement without affixing its corporate seal; c) All amendments or modifications to the Agreement must be in writing and signed by all parties

The Licensee accepts the District property at the Licensee's own risk and agrees that the District has made no warranties or representations respecting the suitability or condition of any District property. The Licensee hereby unconditionally and irrevocably waives and releases any claim that the Licensee may have now or in the future against the District or any of the District's trustees, officers, employees, agents, contractors or volunteers for any damage to any Licensee property or any injury (including death) of any Licensee agent, representative, employee, contractor, volunteer or invitee.