



SD43 Terms & Conditions

Community User Groups

**The word "Licensee" is used to identify the community user group*

**The word "District" is identified as School District #43 (Coquitlam)*

**The word "Facilities" identifies the location in the school of the community use by the Licensee*

1. Access to Facilities

Facilities will be made available to the Licensee only for the time and date(s) listed on the License Rental Contract. Be on-time and leave on-time, in consideration of other Licensee user groups. All activities must be confined to the parts of the buildings and playing fields stipulated on the rental contract. A SD43 representative must be present to grant access to Facilities and remain present for the duration of the contracted use of the Facility.

2. Eligibility of Applicants

Licensees must represent properly constituted community groups or be individuals capable of accepting responsibility for conduct of participants and financial responsibility for any damages.

3. Notification of School

Prior to renting any facility, the district will ensure that the school Administration has authorized the use of the facilities.

4. Payments

Upon approval of a permit, payments must be submitted in full, or in the case of monthly payments, in advance and along with pre-authorized debit or credit card submission, before the first date of use. The Licensee is responsible to pay the district all charges as stipulated on the rental agreement a minimum of five business days before the first date of use. Failure to pay these fees may result in future rental privileges being revoked and/or legal proceedings, including collections and small claims notice.

5. Charges

Processing Fee – A \$25.00 processing fee per contract shall apply

4.1 Amendment and Cancellation

Where the Licensee wishes to cancel or amend an issued rental contract, they must provide notice in writing to the District Rentals Dept. by email: facilityrentals@sd43.bc.ca at least 10 business days prior to the booked event in order to receive a refund or credit. Failure to meet the notification period will result in the Licensee being charged the full cost of the rental fees and/or future rental privileges may be revoked. The Licensee will be charged an amendment fee

of \$25.00 for any changes that the Licensee itself requests. This includes changes to dates, times, location, or specifications, or for any cancellation of dates or bookings after the application form has been signed and submitted and the rental contract created and issued to the licensee. The fee will be charged in advance of making the required changes and is applicable to all rental contracts.

4.2 Cancellation by the District

The district reserves the right to cancel the rental contract and its privileges with or without cause, and the privilege to enter into a future contract in the case that the Licensee abuses any of the Terms and Conditions outlined in this form.

6. Use of Facilities

This license is for the current school year only. This license is issued to the user group stated on the license only. Sub-letting or transference of facilities is not permitted.

The Licensee acknowledges that the district has the right to cancel or revoke either specific usage or the rental contract when the facilities are required for School or District functions. In the case of school or district function usage, the district will do its best to provide the Licensee with appropriate notice. A provision of an alternate space in the district is NOT guaranteed. A credit will be provided to the Licensee for future use.

The district provides no stated or implied warranty as to the suitability or condition of the facilities for the Licensee's purposes. Any accident or incident should be reported to the Principal and District Rentals Department within 48 hours of the event.

6.1 Use of kitchen facilities and/or Cafeterias is not permitted in any school.

7. Use of Gymnasia

The Licensee and its members are expected to wear appropriate footwear in gyms. Outdoor footwear tracks dirt and debris into the gyms and is restricted. Footwear with heels and or hard soles are not permitted on the playing floors. Certain activities at the discretion of the principal will not be allowed in gyms. Some activities will require the use of protective flooring. This is labour intensive and may incur additional costs

8. Use of Equipment

The Licensee MUST supply their own equipment for their activity. Use of equipment within School facilities will be at the discretion of the Principal of the School and *must be requested through the District Rentals Department*. Community groups are expected to assume the cost of unusual wear or breakage of School equipment and building facilities. The licensee must provide their own internet services.

9. Supervision and Rules of Use

The Licensee will place a person in charge of the user group who is responsible for the admission, actions, and behavior of all participants and/or spectators. The individual designated as “in charge” will:

7.1 Make themselves known to the custodian on duty in the building.

7.2 Enforce all District rules, policies and procedures concerning the use of School facilities and playfields.

7.3 Supervise entrance and adjacent areas to prevent unauthorized persons from entering the building.

7.4 Limit activities and participants to the facilities assigned to the group

7.5 Ensure that specified days and times are adhered to as stated on the Rental contract

7.6 Ensure that all members are out of the Facility when the activity ceases

7.7 Take all and any action that may be required for the preservation of the district’s property and ensure that the school premises are left in the same order and condition as they were on your arrival including placement of furniture and equipment.

7.8 Gratuities/Gifts to District Staff members by Licensee members are not acceptable.

7.9 On site storage is not permitted without prior District approval.

10. Insurance

The Licensee is responsible for obtaining its own property insurance to protect personal property of the Licensee or that of its staff or members/participants. All groups will provide adequate liability insurance with a minimum of two million dollar (\$2,000,000) per occurrence for its own participants. School District No. 43 (SD43) Coquitlam must be listed as additional insured (1080 Winslow Ave, Coquitlam, BC, V3J 0M6). The legal name on the insurance MUST match the name on the rental permit OR be listed as “aka” or “oa” in addition to the insured party. The Licensee shall provide the district with evidence of insurance coverage upon request. The Licensee understands that they use the Facilities at their own risk. The Certificate of insurance shall be received by the Operator prior to the start of the first date of the rental.

11. Rental Agreement Renewal

The Licensee understands that the Rental Contract is for the current School year only. No changes will be made to the rental agreement unless authorized by the district. Reservations are for the current School year only.

12. Indemnification and Hold Harmless

The Licensee shall indemnify and hold harmless the district and its officers, employees, servants, agents, and contractors, from any and all loss, liability claims or expenses arising out of the use of the property belonging to the District by the Licensee and any of its officers, employees, servants, agents, contractors and volunteers, except to the extent that such loss arises from the independent negligence of the district. The Licensee agrees to waive all rights of subrogation or recourse against the district with respect to use.

13. Substance Use

Smoking (including all tobacco and vapour products) illegal and legal drugs (including cannabis) which when consumed impair a person's mental or physical ability or capacity to function are strictly forbidden in all areas of all SD43 properties in accordance with AP 171 Tobacco and Vapour Free Environment. This applies to all individuals, whether minors or adults.

14. Alcohol (Liquor)

Alcoholic beverages may only be served at functions, subject to the district's approval, provided:

15.1 That the group indicates at the time of reserving school facilities that the function will include the serving of alcoholic beverages

15.2 That the organization arranging the function will obtain a liquor permit covering the function and provide the document to the District Rentals Department.

15.3 That the organization undertakes to provide responsible supervision and control over the function.

15. Lost Property

The District and the School will not accept any responsibility for equipment, furniture, supplies or private property of any description left in any School. Such material may only be left in a School with the approval of the principal of the school and is left at the risk of the owner.

16. Advertising

Promotions and advertising distributed by the Licensee will not be presented in such a way that the School District is seen to endorse the Licensee or the specific activities of the scheduled event(s). No advertising in connection with a License shall be displayed on School District Property, unless otherwise approved by the District Rentals Department. School District 43 facility names may only appear on promotions and advertisements as a location site. Licensee should ensure clear contact information is displayed so public inquiries are directed towards the Licensee and not the School District.

17. Inclement Weather

If a school is closed during the day, it will NOT be open for Community Activities that evening. If a school is closed on a Friday, it will remain closed over the weekend. Please visit www.sd43.bc.ca for information on school closures.

18. Animals

No animals shall be brought onto School District 43 property without the express written consent of SD43 (except for Service Dogs)

19. School Not in Session

Unless special permission is granted, school breaks (winter, spring, District Pro-D Day, etc.) and dates booked by the school will be removed from multi-date bookings. If permission is granted, rates will be referred to category C, and additional custodial charges may apply.

20. Compliance with Laws:

The Licensee shall comply at its expense with all fire, safety, health, and governmental and other regulatory authority requirements applicable to the Licensee or the activity within the Province of British Columbia.