

## SD43 Terms & Conditions for Community Use of Facilities

### DEFINITIONS

#### 1. Defined Terms

The following capitalized terms shall have the following meanings when used in the Permit:

- a. **"Amendment Fee"** means a fee in the amount as determined by the Board from time to time, in its discretion;
- b. **"Attendee"** means any individual, registered or non-registered, that attends or participates in the Permitted Activities at the Designated Space, including any participant, spectator, parent/guardian, supervisor, volunteer, or staff in attendance at the Designated Space;
- c. **"Board"** means THE BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 43 (COQUITLAM);
- d. **"Bookings"** means the bookings set out on the Permit;
- e. **"Designated Space"** means the Facility, or a portion of the Facility, that the Permit Holder is permitted to use, as set out in the Bookings;
- f. **"District Rentals Department"** means the Board department in charge of Facility Permits;
- g. **"Excluded Dates"** means any dates and times booked for School and/or Board events, or such other dates or times which may be excluded from time to time, at the discretion of the Board;
- h. **"Facility"** means the Board property or properties listed on the Permit;
- i. **"Facility Administration"** means the department or administrative body that operates a Facility.
- j. **"Fees"** means all fees and costs payable by the Permit Holder in relation to the Permit, as set out on the Permit, including, without limitation, all permit costs (including the non-refundable rental admin fee) and booking costs (including all rental fees) set out therein, and all applicable taxes thereon;
- k. **"Permit Holder"** means the person that is identified as such on the Permit;

- l. **"Permit"** means the Permit for Use of Board Property, whereby the Board grants to the Permit Holder a permit to use the Designated Space for the Permitted Activities, and which has been approved in writing by the Board, and includes these Terms and Conditions and the Policies and Procedures;
- m. **"Permit Application"** means a Permit which has been submitted by a Permit Holder, but has not yet been approved in writing by the Board;
- n. **"Permit Period"** means the date(s) and time(s) set out in the Bookings;
- o. **"Permitted Activities"** means the purpose for which the Permit Holder may use the Designated Space, as stated on the Permit;
- p. **"Policies and Procedures"** means the policies and procedures enacted by the Board from time to time, as applicable to the Permit, which can be found at the Board's main website under [AP 562](#);
- q. **"Responsible Person"** means a person in charge of all Attendees, including their admission, actions, and behavior;
- r. **"School"** means the school located at the Facility, if applicable; and
- s. **"Terms and Conditions"** means these terms and conditions.

## **2. Interpretation**

Unless the context otherwise requires, words importing the singular shall include the plural and *vice versa*.

## **3. Conflict**

In the event of a conflict between the terms contained in the body of the Permit and these Terms and Conditions and/or the Policies and Procedures, the body of the Permit will govern, to the extent of any such conflict. In the event of a conflict between these Terms and Conditions and the Policies and Procedures, the Terms and Conditions will govern, to the extent of any such conflict.

## **APPLYING FOR A PERMIT**

### **4. Timing of Permit Application**

All Permit Holders must submit a Permit Application no less than 10 business days prior to the first date of the Permit Period.

**5. Eligibility of Permit Holders**

Each Permit Holder must be an individual or a properly constituted community group or legal entity, capable of accepting responsibility for the conduct of Attendees and all obligations, financial or otherwise, under the Permit. If an individual, the Permit Holder must be at least 19 years old. The Board reserves the right to request proof of age before approving a Permit.

**6. Attendees**

The Permit Holder must ensure an accurate number of Attendees is included on its Permit Application.

**7. Authorization of Facility Usage**

Prior to approving a Permit, the Board will ensure that the Facility Administration has authorized the use of the Facility.

**8. Excluded Dates**

Excluded Dates will not be available for booking by any Permit Holder. Permit Applications may be submitted for Excluded Dates, but space is not guaranteed unless the Permit is approved. If permission is granted, rates will be referred to Category C, D, or E, as applicable, in the SD43 Rentals - Schedule of Rates, and additional custodial charges may apply.

**9. Amendments**

No changes will be made to a Permit unless authorized by the Board in writing.

**10. No Assignment or Subletting**

The Permit is issued to the Permit Holder stated on the Permit only. The Permit Holder shall not assign the Permit, or sublet any portion of the Designated Space.

**ACCESS TERMS**

**11. Access to Designated Space**

Access to the Designated Space will not be granted unless the Permit is approved in writing by the Board. The Designated Space will be made available to the Permit Holder only for the Permit Period. The requested Permit Period must include all time required for set-up and/or take-down. All activities must be confined to the Designated Area. The Permit Holder and Attendees are not permitted to use or access any part of the Facility other than the Designated Space as listed on the Permit. Use of the hallway or common areas is permitted only to gain access to the Designated Space and to the closest washroom if it is outside the Designated Space. A representative of the Board must be present to grant access to the Designated Area and will remain present for the duration of the Permitted Activities.

## **FEES & PAYMENT**

### **12. Fees**

Upon approval of a Permit, payment of all Fees must be submitted in full (or, in the case of monthly payments, the first monthly payment of the Fees must be submitted in full, along with a pre-authorized debit or credit card submission for future monthly installments), and before the first date of the Permit Period. Failure to pay any Fees due may result in the Permit being revoked and/or legal proceedings, including collections and small claims notice.

### **13. Additional Charges**

In addition to the Fees, the Permit Holder is responsible to pay the following additional fees and charges, as applicable, and as determined by the Board:

- a. administration fees for cheques that come back 'Insufficient Funds' or ISF;
- b. the full cost of the Fees, in relation to any cancellation of the Permit, or cancellation of any Booking, not in accordance with the cancellation provisions set out in these Terms and Conditions;
- c. the Amendment Fee, in relation to any amendment of the Permit;
- d. the costs resulting from any damages to the Facility, or any equipment therein;
- e. custodial fees for rentals outside of custodial hours or any additional needs;
- f. costs for a technician and/or equipment fees;
- g. fees for any additional set up or take down required for the Designated Area, as approved on the Permit; and
- h. all applicable taxes on any of the foregoing.

### **14. Method of Payment**

Payment is accepted in the following forms:

- a. **Cheque** – in person or by mail, payable to School District #43 (Coquitlam). Payment can be dropped off or mailed to the attention of District Rentals Department, Education Learning Centre located at 1080 Winslow Avenue, Coquitlam B.C., V3J 0M6
- b. **Credit Card** – Visa, Mastercard accepted online

## **AMENDMENT AND CANCELLATION**

### **15. Cancellation or Amendment by the Permit Holder**

- a. If the Permit Holder wishes to terminate or amend a Permit, and/or cancel any Booking at any time, the Permit Holder must provide notice in writing to the District Rentals Department through the 'Discussion Tool' in the applicable online Permit, or by email to [facilityrentals@sd43.bc.ca](mailto:facilityrentals@sd43.bc.ca) at least 10 business days prior to the commencement date of the Permit Period in order to receive a credit. Failure to meet the notification period will result in the Permit Holder being charged the full cost of the Fees and/or future rental privileges may be revoked.

- b. The Permit Holder will be charged an Amendment Fee for any changes that the Permit Holder requests, payable at the time of making changes to the Permit. This includes changes to dates, times, location, or specifications, or for any cancellation of any Bookings after the Permit is approved.
- c. The Permit Holder understands, upon cancellation of the Permit, or upon amending the days or times of the Permit, as applicable, it will no longer receive priority access over other community requests for those time(s)/day(s)/space(s) in the following year, if applicable.

#### **16. Cancellation or Amendment by the Board**

- a. The Board reserves the right to terminate or amend the Permit, and/or cancel any Booking at any time, with or without cause, and no claim may be made against the Board for any damages or expenses in respect of such termination, amendment, or cancellation.
- b. In the event the Board terminates a Permit due to a breach of any term of the Permit by the Permit Holder, in addition to any other rights or remedies available to it, the Board reserves the right to suspend or prohibit the approval of any future Permits to the Permit Holder.
- c. Without limiting the generality of the foregoing, the Permit Holder acknowledges that the Board has the right to terminate or amend the Permit, and/or cancel any Booking, at any time, if the Facility is required for School or Board functions. In such case, the Board will use reasonable efforts to provide the Permit Holder with reasonable notice; however, provision of an alternate space is NOT guaranteed.

#### **17. Refunds and Credits**

- a. If the Permit Holder terminates a Permit, or any Booking, subject to compliance with the termination provisions contained in these Terms and Conditions, and subject to payment of the Amendment Fee, any Fees paid in relation thereto will be credited to the Permit Holder's account for future use.
- b. If the Board terminates a Permit, or any Booking, due to a breach of any term of the Permit by the Permit Holder, any Fees paid in relation thereto shall be non-refundable.
- c. If the Board terminates a Permit, or any Booking, without cause, as determined in the Board's sole discretion, any Fees paid in relation thereto shall be refunded to the Permit Holder, which may either be credited to the Permit Holder's account for future use, or processed back to the original method of payment.

### **18. Inclement Weather**

If a Facility is closed during the day due to inclement weather, it will not be open for the Permit Holder's use that evening. If a Facility is open during the day, Permits may still be cancelled due to snow, ice, immediate or preventative maintenance, or other weather-related conditions (e.g. power outage). If a Facility is closed on a Friday, it will remain closed over the weekend.

Please visit [www.sd43.bc.ca](http://www.sd43.bc.ca) for information on Facility closures.

## **LIABILITY AND INDEMNIFICATION**

### **19. Damages to Facility or Equipment**

The Permit Holder is responsible for any and all damages to the Facility, or any equipment therein, or any adjoining property, arising out of the use of the Facility by the Permit Holder or any Attendee. The Permit Holder will pay the Board forthwith for the costs of any repairs or replacements of the Facility, or any equipment therein, required as a result of such use. This covenant shall survive the expiration or termination of the Permit, for any reason.

### **20. Indemnification by Permit Holder**

The Permit Holder shall indemnify and hold harmless the Board, its officers, employees, servants, agents, and contractors from any and all losses, liabilities, claims, damages or expenses (including legal costs on a solicitor client basis) arising out of, or in any way relating to: (a) the use and/or occupation of the Facility or the Designated Area by the Permit Holder, its officers, employees, servants, agents, contractors, and volunteers, the Responsible Person, the Attendees, or anyone else it is legally responsible for; or (b) any breach or non-performance by the Permit Holder of any representation, covenant or other provision of the Permit arising from or in connection with the granting of this Permit. This indemnity shall survive the expiration or termination of the Permit, for any reason.

### **21. No Warranty**

The Permit Holder agrees that there is no warranty, expressed or implied, on the part of the Board as to the suitability or condition of the Designated Space or the Facility, and that the Permit Holder accepts the said premises at its own risk.

### **22. Damage or Lost Property**

The Board will not accept any responsibility for equipment, furniture, supplies or personal property of any description left, lost or damaged in any Facility. Such items may only be left in a Facility with the approval of the District Rentals Department and the Facility Administration, and are left at the risk of the owner. The Board is not responsible for damage to or theft of vehicles or vehicle contents located on the Facility.

## **INSURANCE**

- a. The Permit Holder is responsible for obtaining its own property insurance to protect personal property of the Permit Holder or that of any Attendee.
- b. The Permit Holder will obtain and maintain adequate liability insurance with a minimum of two million dollar (\$2,000,000) per occurrence. The Board must be listed as additional insured (1080 Winslow Avenue, Coquitlam, BC, V3J 0M6).
- c. The Permit Holder shall provide the Board with evidence of insurance coverage in the form of an insurance certificate within 5 business days of written approval of the Permit, and before the first day of the Permit Period, and at any time thereafter upon request. The legal name of the insured party on the insurance certificate MUST match the name of the Permit Holder on the Permit OR be listed as "aka" or "oa" in addition to the insured party.
- d. The insurance policy must provide that the Board shall receive 30 days notice of material change to or cancellations of the insurance policy. Such insurance policy shall waive all rights of subrogation against the Board.

## **RULES OF USE**

### **23. Responsible Person**

The Permit Holder will designate a Responsible Person who will be present at the Designated Space during all Permitted Activities. The Permit Holder will cause the Responsible Person to:

- a. make themselves known to the custodian on duty at the Facility;
- b. enforce all Board rules, policies and procedures concerning the use of the Facility;
- c. supervise entrance and adjacent areas to prevent unauthorized persons from entering the Facility;
- d. limit activities and Attendees to the Designated Space assigned to the Permit Holder;
- e. ensure that specified days and times are adhered to, as stated on the Permit, and that all Attendees are out of the Facility when the Permitted Activities cease, or by the time indicated on the Permit, in consideration of other permit holders;
- f. take any and all action that may be required for the preservation of the Board's property, and ensure that the Facility is left in the same order and condition as it was on arrival, including placement of furniture and equipment;
- g. not touch or use any personal or School items in any rooms;

- h. ensure corridors, stairwells or exits are not blocked at any time during use of the Designated Space; and
- i. not permit on site storage without prior Board approval.

## **24. Rules of Use**

The Permit Holder agrees that, in exercising its rights under the Permit, it shall, and shall cause all Attendees to, abide by the following rules of use:

- a. **Kitchen Facilities** - Use of kitchen facilities and/or cafeterias is not permitted in any Facility.
- b. **Accidents** - Any accident or incident should be reported to the Facility's Administration and the District Rentals Department within 48 hours of the event.
- c. **Gymnasium Rules** - All Attendees must wear appropriate footwear in the 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 Facility Administration, will not be allowed in gyms. Some activities will require the use of protective flooring. This is labour intensive and may result in additional fees payable by the Permit Holder.
- d. **Use of Equipment** - The Permit Holder **MUST** supply its own equipment for the Permitted Activities. Use of Facility equipment will be at the discretion of the Facility Administration and must be requested through the District Rentals Department. The Permit Holder assumes the cost of unusual wear or breakage of Facility equipment and the Facility.
- e. **Internet Access** - The Permit Holder shall provide its own internet services, if required.
- f. **First Aid Requirements** - The Permit Holder must ensure it meets all relevant government, governing body, and WorkSafeBC requirements for first aid training and supplies while at the Facility. Access to the Board's or the Facility Administration's medical supplies, outside of an AED where available, is not permitted and the Permit Holder should make no assumption that the Board or the Facility Administration will provide any first aid in relation to the Permitted Activities.
- g. **Food and Beverage** - No food or drink, with exception of water, is permitted inside the Facility unless prior arrangements have been made with the Board and approved in writing. In no circumstances will food or drink, other than water, be permitted in gymnasiums and theatre seating.



- h. **Substance Use** - Smoking (including all tobacco, cannabis and vapour products) is strictly forbidden in all areas of the Facility, in accordance with AP 171 Tobacco and Vapour Free Environment. The Board also prohibits the use of an e-cigarette or holding an activated e-cigarette on School property. This applies to all individuals, whether minors or adults.
- i. **Alcohol** - Alcoholic beverages may only be served at events, subject to the Board's approval, provided that:
  - i. the Permit Holder indicates, at the time of applying for the Permit, that the event will include the serving of alcoholic beverages;
  - ii. the Permit Holder will obtain a BC Government issued Special Event Permit and the organizer plus any member serving alcohol has either a valid Serving it Right certificate or Special Event Server certificate covering the event. The above documents must be provided to the District Rentals Department in advance of the event; and
  - iii. the Permit Holder undertakes to provide responsible supervision and control over the event.
- j. **Advertising** - Promotions and advertising distributed by the Permit Holder will not be presented in such a way that the Board is seen to endorse the Permit Holder or the Permitted Activities. No advertising in connection with a Permit shall be displayed at any Facility, unless otherwise approved by the District Rentals Department. Facility names may only appear on promotions and advertisements as a location site. Permit Holder should ensure clear contact information is displayed so public inquiries are directed towards the Permit Holder and not the Board.
- k. **Animals** - No animals shall be brought onto the Facility without the express written consent of the Board, unless they are a certified guide/service animal.
- l. **Equipment with Power Requirements** - Equipment such as inflatables, arcade games, or related items must be approved by the District Rentals Department in advance of the event.
- m. **Parking** - Unless otherwise stated on the Permit, the Permit includes non-exclusive use of the Facility's parking lot. The Permit Holder must ensure that Attendees park in designated stalls as indicated by pre-painted lines, and must not block or impede access to garbage, recycling, organics bins, fire lanes or parking lot gates. Additional fees may be charged to the Permit Holder if the Permit Holder or Attendees block bins, fire lanes or parking lot gates.

- n. **Compliance with Laws** - The Permit Holder shall comply, at its expense, with all fire, safety, health, and governmental and other regulatory authority requirements applicable to the Permit Holder or the Permitted Activities within the Province of British Columbia.
- o. **Gratuities/Gifts** - Board staff members cannot accept gratuities/gifts from the Permit Holder or any Attendee.