

## **TERMS & CONDITIONS**

### **1. IDENTIFICATION**

“School District” “District” refers to ‘The Comox Valley Board of Education School District No. 71’.

“Facility” “Facilities” means District grounds and/or facilities.

“Permit Holder” as named on the Permit means the individual, organization, or company using District grounds and/or facilities.

“eBASE” District’s Facility Rentals online booking system.

“Business day(s)” means 8:00 AM to 4:00 PM Pacific Daylight Time [PDT], Monday to Friday, excluding holidays observed by the Owner.

“Calendar Day(s)” means consecutive days in the month, including all weekends and holidays.

“Excluded Date(s)” means pre-planned closures such as holidays, Pro-D days, and school breaks that may prevent public users from being in the building.

“Terms & Conditions” “Rules & Regulations” refers to this document specifically and can be used interchangeably.

British Columbia is the jurisdiction for governing law related to the Permit Agreement.

By clicking you have ‘read and agree to the Rules & Regulations’ upon registration of an eBASE account, the Permit Holder confirms they have fully read, understand, and will abide by the *Terms & Conditions* (accompanied by the Permit and appendices) to form the complete Agreement between the School District and the Permit Holder.

### **2. PERMIT REQUIREMENTS**

- 2.1. All permit requests are processed by the School District’s *Facility Rentals Department*.
- 2.2. As a guideline, the following priorities apply: School programs, continuing education, licensed child care providers, youth and non-profit groups, community and recreational activities, and commercial and private functions.
- 2.3. An ‘Approved’ permit from the School District is required prior to use.
- 2.4. Permits may not be transferred, sublet, or lent out to groups other than the group stated on the Permit.
- 2.5. Hours of access:
  - Instructional days: no earlier than 5:00 PM, no later than 9:00 PM.
  - Non-instructional days: no earlier than 7:00 AM, no later than 9:00 PM.

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- Time extension requests must be submitted to the Director of Operations for review and will be considered only in exceptional circumstances.
- 2.6. Full details of the booking are required at the time of application and will be entered by the requester into the School District's [Facility Rentals](#) online booking system.
- 2.7. Applications MUST include time required for set-up and take down.
- 2.8. Bookings for non-instructional days must be submitted within the following parameters:
  - School Programs: three (3) business days prior to the first date of use requested.
  - Community Use: seven (7) business days prior to the first date of use requested.

### **3. SUPERVISION**

- 3.1. The Permit Holder must provide a designated 'Event Contact' for each permit request.

The *Event Contact* must be:

- A current School District Employee;
  - Present for the entirety of the booking and assume full responsibility for supervision and safety of participants (such as: emergencies, site access/parking, and security of the premises);
  - Ensure that no minors are unattended;
  - Ensure that participants remain within the confines of the area assigned to the group, stay within the allotted time, and vacate the premises promptly;
  - Ensure all aisles, hallways, stairways, and exits in the building are free from obstruction for the entirety of the booking and that unauthorized persons do not enter the building;
  - Have approved permit readily available; and
  - Have a properly stocked first-aid kit on hand. Access to the School District's single-use medical supplies is not permitted, except an AED where available.
- 3.2. If the 'Event Contact' is NOT a current School District employee a *Safe School Liaison* will be assigned to your group for entirety of the booking. (Refer to '*AP 550 Appendix Rental Rates*').

### **4. CUSTODIAL**

- 4.1. Refer to '*AP 550 Appendix Rental Rates*'.
- 4.2. For interior usage during weekends / non-instructional days there will be a mandatory Custodial charge applied to the booking.

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- 4.3. If the booking takes place on a weekend / non-instructional day and the group does NOT have access to the Facility, a Custodian will be dispatched to open (fees apply).

### **5. INDEMNIFICATION AND HOLD HARMLESS**

The Permit Holder will indemnify and hold harmless the School District and officers, employees, servants, agents, and contractors from and against all manner of actions, suits, debts, loss, costs, claims and demands whatsoever, arising either directly or indirectly as a result of the Permit.

### **6. WAIVER OF SUBROGATION**

The Permit Holder hereby agrees to waive all rights of subrogation or recourse against the School District with respect to the use and/or occupation of the School District's facilities by the Permit Holder.

### **7. PAYMENT**

- 7.1. Payment is due in full upon permit approval.
  - 7.2. The School District currently accepts the following forms of payment:
    - o Online: Visa or MasterCard
  - 7.3. For long-term rentals, monthly payment schedules are acceptable subject to approval by the School District.
  - 7.4. The Permit Holder shall be responsible for any additional costs incurred by exceeding the time booked, additional clean-up, damages, and/or violations of the *Terms & Conditions*.
  - 7.5. The School District will NOT refund for unused time.
8. Any credit resulting from a cancellation (*Refer to Section 8 – Cancellation*) can be used towards the next payment or refunded directly to the credit card.

### **9. CANCELLATION**

- 9.1. To receive a full refund the Permit Holder must notify the *Facility Rentals Department* of the cancellation in writing no less than seven (7) business days in advance of the date of use OR pay a \$25.00 cancellation fee.
- 9.2. Booking(s) may be pre-empted by School Programs. In such instances, the Permit Holder will be notified, and a credit or refund will be applied (if applicable).
- 9.3. If a school is closed during the day, bookings will be cancelled for that evening. If schools are open during the day, bookings may still be cancelled due to inclement weather and/or to perform required maintenance. A credit or refund will be applied (if applicable). Please listen to the radio and visit the School District's website for closure information.

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- 9.4. The School District may cancel or revoke a permit, as well as the privilege to request future permits without cause at anytime and the Permit Holder will have no claim or right to damages or reimbursement on account of any loss, damages, and/or expense arising there from. Substitute space in the District will not be made available.
- 9.5. Acts of verbal, physical, and/or emotional abuse will not be tolerated. The School District reserves the right to interrupt or terminate a permit if, in the School District's opinion, the activity or event taking place in the Facility, in whole or in part, is obscene, slanderous, libellous, racist, or contrary to spirit and intent of the Canadian Charter of Human Rights and Freedoms and/or Board Policy and Regulation. On the exercise of such discretion, all rights of the Permit Holder under this Agreement will terminate immediately, and the Board will be entitled to retain all monies and fees paid, payable or agreed to be paid under the Permit.

### **10. SUITABILITY OF FACILITY**

- 10.1. The School District provides no stated or implied warranty as to the suitability or condition of the Facility for the Permit Holder's purposes.
- 10.2. The Permit Holder accepts the Facility on an "as is" basis and at their own risk.
- 10.3. The Permit Holder acknowledges and accepts that the Facility in use may contain asbestos and/or asbestos-containing materials.
- 10.4. The Permit Holder shall maintain the Facility in a sanitary, tidy, and safe condition, to a standard consistent with that set by the School District and will leave the Facility in the found condition, including but not limited to, placement of furniture & equipment.
- 10.5. The Permit Holder shall pay the School District for ANY costs of repairs (including reasonable charges for the School District's staff time, equipment, and materials) that arise directly from the Permit Holder's use of the Facility (reasonable wear-and-tear expected).
- 10.6. The Permit Holder is not permitted to perform any repair and/or maintenance work on the Facility, other than tidying and light cleaning.

### **11. INSURANCE**

- 11.1. The Permit Holder must provide, at its own expense, liability insurance of at least two-million dollars (\$2,000,000.00 CAD) which covers any personal injury to, death of, and damage or loss of property belonging to or in the possession of the Permit Holder, its officers, employees, servants, agents, contractors, and volunteers attending the permit activity. The Policy shall name '*The Comox Valley Board of Education School District No. 71*' as an Additional Insured and proof of coverage shall be provided at the time of permit approval.

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- 11.2. The Permit Holder shall provide the District with evidence of all required insurance upon permit approval and prior to the use of facilities. Such evidence of insurance shall be in the form of a Certificate of Insurance and must be in the name of the person or group using the space.

### **12. LOCAL LAWS & REGULATIONS**

- 12.1. The Permit Holder shall conform to all applicable government bylaws and regulations and shall not carry on any activities which may be deemed a nuisance or of an unlawful nature.
- 12.2. The Permit Holder shall not carry on any activities or make any statements on School District property that may be in contravention of the Board's policies and the Canadian Charter of Human Rights and Freedoms.
- 12.3. The Permit Holder will pay all required fees as they become due and will maintain all required regulatory licenses and certificates in good standing. An Incident Report form must be completed and submitted (available through the Facility Rentals Department) within forty-eight (48) hours whenever: a) medical/first-aid attention is administered; or b) loss or damage to School District property occurs.

13. The Permit Holder acknowledges that the only available network access for internet use is the public network available at the Facility and understands they are able to use the public (guest) network free of charge but are required to adhere to the School District's network guidelines for access and use. The public network will restrict internet access to any websites/applications deemed unsafe/inappropriate by the School District.

### **14. ADVERTISING**

- 14.1. Promotions and advertising distributed by the Permit Holder will not be presented in such a way that the School District is seen to endorse or be connected to the Permit Holder or the specific activities of the scheduled event(s).
- 14.2. No advertising in connection with a Permit Holder shall be displayed on School District property, unless otherwise approved by the Facility Rentals Department.
- 14.3. School District Facility name can only appear on promotions and advertisements as a location site.
- 14.4. School District staff will not respond to public inquires of any kind regarding activities and events for which space has been granted. Permit Holder should ensure clear contact information is displayed so public inquiries are directed towards the Permit Holder and NOT the School District.

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### **15. USE OF EQUIPMENT**

- 15.1. Available equipment varies from facility to facility and is subject to change at any time.
- 15.2. Equipment such as volleyball and badminton standards, nets, and hockey goals, where available, may be used by user groups if arranged through the Principal. Supplies such as balls and racquets are NOT provided.
- 15.3. The Permit Holder is responsible for the safe use of any approved School District equipment. Any damage to equipment during use, including the cost of repair, cleaning, and moving will be charged to the Permit Holder.
- 15.4. The School District is NOT responsible for any property owned by the Permit Holder. The Permit Holder must remove ALL their own equipment, supplies, and chattels at the conclusion of the booking.

### **16. USE OF GYMNASIUMS**

- 16.1. Non-marking rubber-soled shoes only.
- 16.2. No wax, powder, or other preparation is to be applied to the floors at any time.
- 16.3. The attachment of signs, tape, and/or nails etc. to the floors and walls is prohibited.
- 16.4. The consumption of food and/or beverages (except water) is not allowed in Gymnasiums at any time. (Refer to *Section 16.5*).
- 16.5. The following sporting activities are NOT permitted:
  - Football
  - Field Hockey
  - Roller Blading
  - Lacrosse
  - Golf
  - Handball
- 16.6. The following sporting activities are permitted provided:
  - Soccer: Nerf-type balls or approved indoor soccer balls only.
  - Floor Hockey: Cosum sticks, balls, and pucks only. Body checking into sidewalls is prohibited.
  - Softball: Incrediball or equivalent. Throwing/catching practice only, batting practice is prohibited.

### **17. USE OF GROUNDS**

- 17.1. The School District reserves the right to cancel and/or amend booking time, if necessary, for upkeep of grounds and/or school activities.

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- 17.2. Interior school access is not included with rentals of exterior spaces.
- 17.3. Use on water-saturated or frozen grounds is prohibited.
- 17.4. The following items are NOT permitted:
  - Barbeques;
  - Spikes or stakes;
  - Tents and trailers of any kind; and
  - Lime, salt, herbicide, diesel, or any marking paint.
- 17.5. Booking of school fields will be governed by the agreements signed with local governments who generally control the booking for community use.

### **18. GENERAL**

- 18.1. All fire department regulations must be adhered to. No open flames or smoke emitting substances are to be burned in or around school facilities. Smoke machines and pyrotechnic devices are prohibited.
- 18.2. Smoking, vaping, or use of cannabis or illegal drugs on the School District's premises by any of the Permit Holder's employees, volunteers, clients, or invitees is prohibited. Usage of such substances will result in cancellation of the Permit.
- 18.3. Balloons, chalk, confetti, glitter, paint, permanent markers, powder, rice, silly string, tape, or any other adhesives and wax applied to ceilings, doors, floors, grounds, walls, and windows are prohibited.
- 18.4. Animals within the Facility are prohibited unless they are a certified guide/service animal.
- 18.5. Consumption and sale of food and/or beverages (except water) is prohibited unless noted on the permit request and served in a designated area(s) approved by the *Facility Rentals Department*.
- 18.6. The School District cannot guarantee an "allergy free" environment. It is expected that the Permit Holder and participants take reasonable steps to establish an "allergy aware" environment that minimizes the risk of potential anaphylaxis.
- 18.7. Perfumes/colognes or any scented products are prohibited while in the Facility.
- 18.8. Parking is permitted only in designated areas. Vehicles parked in fire lanes or similar areas may be towed away with all costs borne by the vehicle owner. Supervision of parking is the responsibility of the Permit Holder.