



634 Sixth Avenue East, Prince Rupert, BC V8J 1X1

RA# 2017-18-

RENTAL AGREEMENT FOR USE OF SCHOOL FACILITIES

(PLEASE SIGN ORIGINAL AND RETURN)

I, _____ (the "User") hereby agree to rent the following facilities/equipment from School District No. 52 (Prince Rupert) (the "School District"):

SCHOOL:			
ROOM(S):			
DATE(S):			
TIMES:			
PURPOSE / FUNCTION:			
EQUIPMENT REQUIRED: <i>See Fees Charts</i>		# ATTENDEES Estimated:	
SET-UP REQUIRED: <i>See Fees Charts</i>			
Person Responsible for OPENING/CLOSING FACILITY: <i>If SD52 volunteer not available, see Fees Charts - Operations</i>			

√	Rental Fees	Rates	Hours	Fees	Deposit
	Base Rental	\$30 /hour			
	Kitchens	<i>See Fees Charts</i>			
	Custodial Deposit	<i>See Fees Charts</i>			
	Open/Close Facilities (# of occurrences)	<i>See Fees Charts</i>			
	Equipment Delivery	<i>See Fees Charts</i>			
	Equipment Setup	<i>See Fees Charts</i>			
Totals Due:				\$	\$

The User further agrees to abide by the following listed regulations and be responsible for the conduct and supervision of all persons admitted to the school buildings and grounds by the User:

1. **Entrance:** Entrance to the building will be as directed by the designated supervisor or custodian in the building. Only the designated areas listed above can be used by the User.
2. **Liquor and Tobacco Use:** Alcoholic beverages will not be permitted in any part of the premises. Smoking or any other use of tobacco is prohibited in any part of the school buildings or school grounds.
3. **Signs and Decorations:** There will be no tacking or nailing of any signs or decorations or other material on walls, floors, ceiling, nor any defacing of the building.
4. **Use of Equipment:** Please contact the administration of the school facility to make arrangements or use of any school equipment. Equipment requested by the User must be specified (i.e. chairs, tables, PA system, lighting, screens, etc.) and agreed to by the principal. Furniture or equipment that has been moved must be returned to its original place of storage. Only equipment specified in this agreement will be used.
5. **Gym Footwear: Users participating in dance and physical exercise must provide clean, dry and white-soled runners before going on gym floor. Absolutely no tape on sticks.**
6. **Damages:** The User will be responsible for all damage caused during activity. The User will be expected to assume responsibility for reasonable care of the property and for obtaining any required permits. Lack of cooperation in this regard may result in cancellation of this agreement. Repair or replacement of damage to building and/or equipment and any damage to furniture or fixtures will be paid for by the User.
7. **Authority:** The custodian in charge, or the school principal, or his/her designate, is the School District's on-the-spot authority, and his/her instructions will be adhered to.
8. **School Holidays, Pro-D Days and School Functions:** Facilities are not available on school holidays unless special arrangements are made in advance. School activities have first priority for use of the facilities. Should one of the above scheduled days fall on a school holiday or professional development day, the use of the facilities for that particular day is automatically canceled. Please check with the school for scheduled professional development days. **Note: Schools may cancel other days for special events.**
9. **Hours of Use:** The specified times asked for, and agreed upon, will be strictly adhered to at all times. All arrangements are for the current school year only and must be renewed in September, if desired. The User must be out of the building one half hour prior to the custodian securing the building.

- 10. **Absences:** The User must notify the School Board office in advance if the User will not be occupying the facility as scheduled.
- 11. **Terminations and Refunds:** The User must provide a minimum of one (1) month advance notice to terminate the agreement. Refunds will only be provided for any rental dates after the conclusion of the notice period. Rental dates cancelled to accommodate school activities will be refunded at the conclusion of the agreement term.

LIABILITY

STANDARD CLAUSES	USER GROUPS		
	Commercial	Non-Profit	Community
Indemnification and Hold Harmless	X	X	X
Liability Insurance Requirement	X	X	
Waiver of Subrogation	X	X	X
Certificate of Insurance	X		

- 1. **Indemnification and Hold Harmless:** The User shall indemnify and hold the School District and any of its officers, employees, servants, agents and contractors harmless from any and all loss, liability, claims or expenses arising out of the use and/or occupation of the property belonging to the School District by the User 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 School District.
- 2. **Liability Insurance:** The User 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 accepted to the School District:
 Comprehensive general liability insurance with a limit of not less than \$1,000,000, inclusive per occurrence for bodily injury and property damage including loss of use thereof. Such insurance shall extend to cover the User, its officers, employees, servants, agents, contractors and volunteers, and shall include the School District, its officers, employees, servants, agents and contractors as additional insureds with respect to liability arising out of the use or occupation by the User of the property belonging to the School District.
 Such comprehensive general liability insurance shall contain coverage for premises and operations, products and completed operations, blanket contractual liability, cross liability, elevator and hoist liability, contingent employers liability, occurrence property damage, employees and/or volunteers as additional named insured, use of attached machinery, use of specially licensed or unlicensed vehicles (while operated off highway), broad form property damage and tenants all risks liability (subject to a minimum limit of \$1,000,000) to apply to the use and/or occupation by the User of the Premises described in this agreement.
- 3. **Waiver of Subrogation:** The User hereby agrees to waive all rights of subrogation or recourse against the School District with respect to use or occupation by the User of the premises described in the Agreement.
- 4. **Certificate of Insurance:** The User shall provide the School District with evidence of all required insurance prior to the effective date of the Agreement. Such evidence of insurance shall be in the form of a Certificate of Insurance. When requested by the School District, the User shall provide certified copies of required insurance policies.
 These certificates should be issued by the insurer or insurance broker of the User and must contain the following information:
 - (a) name of the insurance company and the binder or policy number;
 - (b) name and address of the insured (User);
 - (c) policy period (covering at least the period the agreement is in place);
 - (d) description of coverage;
 - (e) policy limits;
 - (f) description of insured operations and location(s);
 - (g) signature of authorized representative and date.

Note: Insurance coverage must not contain an exclusion regarding injury to participants.

SCHOOL DISTRICT NO. 52 (PRINCE RUPERT)

SIGNATURE OF AUTHORIZED REPRESENTATIVE
 (must be 19 years of age or older)

SIGNATURE OF AUTHORIZED REPRESENTATIVE

Name (please print)

Name and Title (please print)

Address

City **Postal Code**

Telephone **Email**

Original to SD52; copies to: User School SD Billing SD Staff Responsible