

Communicable Disease Addendum for Community Use of District Facilities

Background

The Board of Education of School District No. 38 (Richmond) (“**Board**”) adheres to the current Public Health Guidance from the BC Centre for Disease Control (BCCDC) , the Office of the Provincial Health Officer (PHO), WorkSafeBC and the BC Ministry of Education which can be found [here](#) and to all general and applicable Government of BC communicable disease guidelines and regulations concerning communicable diseases (together “Board Guidelines”). “Communicable Disease”, for the purposes of this Addendum, include any diseases falling within the following WorkSafeBC definition of communicable disease, namely: an illness caused by an infectious agent or its toxic product that can be transmitted in a workplace from person to person (e.g. COVID-19, norovirus, and seasonal influenza). The Board reserves the right to specify by written notice to the Licensee other diseases or infectious agents covered by this Addendum.

Purpose of This Document:

1. To establish requirements for the Licensee to remain informed and comply with any and all laws, regulations, orders, guidelines, directions and advice from regulatory bodies concerning Communicable Disease management and prevention to the extent they are applicable to the Licensee or its activity or sector, including vaccination proof guidance and protocols from: PHO, BCCDC, WorkSafe BC, BC Ministry of Health, BC Ministry of Child and Family Development, ViaSport, BC provincial sport organizations (together the “**Applicable Licensee Guidelines**”)
2. To establish requirements for Licensees to ensure that their participants, spectators, parents, staff, volunteers, directors, officers, employees, contractors that the Licensee authorizes or permits to be present at Board facilities or grounds pursuant to the Agreement (together “the Participants”), know, understand and follow the Applicable Licensee Guidelines and other Board Guidelines and requirements while on site at a Board facility or grounds.
3. To establish requirements for Licensees to ensure that all Participants comply with Board Guidelines related to the prevention and management of Communicable Disease.

Cancellation or Amendment of Agreement

The Board reserves the right to suspend and/or cancel the Agreement, or amend usage privileges, partially or fully: (a) in the event of Licensee’s non-compliance with this Addendum; or (b) when and as needed to comply with public health, regulatory or legal guidance or requirements and applicable to the Board and the Facilities. While the Board will make reasonable efforts to give timely notice of such changes, changes may be imposed on little or no notice where necessary to comply with applicable legal requirements or Board Guidelines.

The Addendum

The Addendum, Terms and Conditions, and License to Occupy together make up the full License agreement between the Board and the Licensee (the “**Agreement**”) in relation to the Licensee’s access to and use of Board lands and facilities (the “**Facilities**”). The Addendum must be signed by a legal signatory of the Licensee and is entered into in consideration of and as a condition of access to rented Board facilities. If a Licensee fails to follow stated protocols and requirements, their rental license will be cancelled immediately.

Assumption of Risk

The Board cannot be certain that a Licensee or their Participants will not contract a Communicable Disease at a Board facility or grounds while participating in a Licensee’s programs. The **risk remains that a communicable disease outbreak could occur at any time** and those using the Facilities might become infected. In entering into this Addendum, the Licensee acknowledges and assumes this risk, and agrees to provide notice of this risk to all Participants to whom it provides access to the Board facility or grounds (including common areas) to which the Agreement applies (the “**Facility**”). The Licensee is responsible for following all Applicable Licensee Guidelines and taking all reasonable and prudent measures to mitigate this risk to Participants when present at the Facility.

Provincial and Sector Related Orders & Guidelines on Communicable Disease

As a condition of the Licensee being allowed to enter and use the Facility, the Licensee will: (a) , if required by the Board or Applicable Licensee Guidelines ensure all Participants who will be attending Board facilities or grounds related to the Licensee’s License Agreement wear a mask in all interior common areas of Board facilities at all times (b) seek out, know, read, understand and implement all present and future Board Guidelines and Applicable Licensee Guidelines including vaccination proof requirements; (c) notify Participants of all requirements of Applicable Licence Guidelines or Board Guidelines applicable to their use or attendance at the Facility; (d) ensure Participants follow all Applicable Licensee Guidelines and Board Guidelines.

Prevention and Contact Tracing

The Licensee will take reasonable steps to ensure that no Participant who is feeling or showing symptoms of Communicable Disease, visits or uses Board facilities or grounds. Where required by Board Guidelines or Applicable Licensee Guidelines, the Licensee must ensure they maintain a comprehensive list of all Participants (including their contact information) who attend its event/programs at the Facility for 45 days or such longer period as may be required under the applicable guidelines. The Licensee will follow all Licensee Guidelines on collection, retention and sharing of this information.

Effect of Non-Compliance

The Licensee acknowledges and agrees that failure to adhere to the terms of this Addendum could, at the discretion of the Board, result in termination of the License without refund of any fees and/or the Licensee, and any one or more of the Participants being banned from the Facility, being denied from future rentals of Board facilities or grounds, or the modification or restriction of usage rights under the Agreement. These termination rights are in addition to, and not in place of, any termination rights contained in the License Agreement and will apply notwithstanding any terms in the License Agreement.

<p>I have read, understand, and agree that this Addendum amends and shall form part of the License to Occupy between the Board and the Licensee regarding</p> <p>Facility Name: _____</p> <p>and shall be effective from and after this date: _____</p> <p>All terms and conditions of the License Agreement not specifically amended above shall remain unchanged and in full force and effect.</p>	<p>INITIAL HERE</p>
<p>I have reviewed and understand the Licensee Guidelines relevant to the event, activity, program or purpose of my rental, and will ensure all of the Applicable Licensee Guidelines are followed by my participants in the Facility and grounds and the times covered in my License Agreement.</p>	<p>INITIAL HERE</p>
<p>I have reviewed this Addendum to the License Agreement and the Applicable Licensee Guidelines with all Participants.</p>	<p>INITIAL HERE</p>

Print name clearly

Date

Signature

Organization

Cellular Phone Number

Email