

Terms and Conditions for Community Groups Using Richmond School District Facilities

IDENTIFICATION:

1. The term “School District” herein is used to identify the Board of Education of School District No. 38 (Richmond). The term “Licensee” as named on the License provided separately which forms a part of the full agreement herein, is used to identify the individual, organization, or company renting or using grounds or Facility in the School District.
2. The term “Facility” herein is used to identify facilities or grounds that are being rented by the Licensee.
3. The “Terms and Conditions” listed here are can also be referred to as “Rules and Regulations”. The two terms refer to this document specifically and can be used interchangeably.
4. The Licensee must be the legal signatory on behalf of the group or organization requesting to rent space with the School District. If the group are friends/family renting, the Licensee assumes all responsibility on behalf of said group for activities taking place during the rental of the Facility.
5. British Columbia is the governing law for the License.
6. The Licensee must read and understand the License, Appendices, Addendums and Terms & Conditions herein and attached hereto this agreement. Together, these documents form the complete agreement between the School District and the Licensee.
7. Please return the provided checklist as part of the agreement upon registration, the Licensee confirms that they have fully read, understand, and will abide by the License and Terms & Conditions, including addendums outlined that form part of the Richmond Schools Community Use Agreement.
8. These Terms and Conditions, and the accompanied License, together along with any appendices, form the complete agreement between the School District and the Licensee.
9. On our website <https://sd38.bc.ca/> you will find the Richmond School District under services your will find additional documentation and the districts policies, regulations and administrative guidelines for Community Use of District Facilities.

APPLICATION:

10. **APPLICATIONS** - All potential renters or Licensees must submit requests for space no less than seven (7) business days prior to the first date of use requested. Access to space is not granted unless the Licensee receives an approved License from the School District prior to use of Facility.
 - Full details of the booking are required at the time of application.
 - Requests for extension of booking time or dates must be received no less than seven (7) business days prior to the first date of use requested.
 - Applications must include all time required for set up and/or take down.
 - The Licensee must ensure accurate numbers of participants are included on their application and must make any adjustments no less than seven (7) business days prior to the first date of use.
11. **SUPERVISION** - The Licensee must have someone 19 years of age or older supervising all activities during the use of Facility. Minors cannot be left unattended during the use of Facility.
 - The Licensee must designate an event supervisor who is on site at all times of Facility use for handling of emergency situations if different from the Licensee.
 - This person’s name(s) and telephone number(s) must be listed as an event supervisor on the permit application.
 - The event supervisor must ensure participants are aware of the conditions of use of the Facility.

12. EXCLUDED DAYS - Unless special permission is granted, school breaks (Statutory Holidays, 1st week of September, Winter and Spring Break, 1st Professional Development Days, last 2 weeks of June, and Summer Break) and dates blocked for school events are removed from multi-date bookings. Applications may be submitted for these dates separately and space is not guaranteed until the License is approved by the School District. There are no rentals on October 31 (Halloween).
13. REQUIRED DOCUMENTS - Upon License approval, the Licensee is required to provide payment in full (Clauses 17 & 18) and a copy of their Certificate of Insurance (Clause 27). Certificate of insurance must be in the name of the person or group renting the space.
14. NON-TRANSFERABLE - Licenses will be issued to the Licensee as stated on the application only. Licenses or licensed space may not be transferred, sublet, or lent out to groups other than the group stated on the application.
15. INDEMNIFICATION AND HOLD HARMLESS - The Licensee shall indemnify and hold harmless the School District and its officers, employees, servants, agents and contractors from any and all loss, liability, claims or expenses arising out of the use and/or occupation of Facility or grounds belonging to the School 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 School District.
16. WAIVER OF SUBROGATION - The Licensee 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 Facility by the Licensee.

PAYMENT & FEES:

17. CHARGES - The Licensee must submit payment in full, or the first payment due (in the case of monthly or quarterly payments, subject to approval by the School District) along with post-dated cheques for the balance up to seven (7) business days prior to use of the requested Facility for License approval. The Licensee is responsible to pay the School District the following charges as determined by the School District:
 - Rental fees;
 - Costs for clean-up of Facility and custodial coverage;
 - Damages to Facility and/or equipment; and
 - Applicable sales taxes.An Administrative Fee will be charged for NSF cheques
18. PAYMENT - Payment is accepted in the following forms:
 - In person or Cheque (payable to School District #38). In person payments can be made at the Facilities Services Centre located at 5200 River Road, Richmond, BC.
 - Mail – Cheque (payable to School District #38) – ensure your permit number is listed on the cheque or enclosed in an envelope with payment.
19. SOCAN - The Licensee will pay all applicable fees and royalties required by performing rights societies or bodies such as Broadcast Music Incorporated (BMI); Re: Sound Music Licensing Company; the Society of Composers, Authors and Music Publishers of Canada (SOCAN); the Composers, Authors and Publishers Association of Canada (CAPAC); or any other performing rights society or body.

EQUIPMENT & FURNITURE:

20. RENTED EQUIPMENT - The Licensee is responsible for the safe use and keeping of any rented School District equipment. Any damage caused to the equipment during the Licensee's use, including the cost of repair, cleaning or moving of said equipment, will be charged to the Licensee. Equipment available for rental is subject to change at any time and will vary from Facility to Facility. Requests for rented equipment should be made at the time of the request being submitted, and no less than 10 business days prior to the first date of use.
 - The Licensee will not have access to district telephones, photocopiers, nets, projectors, sound equipment, or supplies during use of the Facility unless approved in writing and included on an approved License.

21. LICENSEE'S EQUIPMENT - The School District is not responsible for any property owned by the Licensee. The Licensee will remove all of their own equipment, supplies and chattels at the conclusion of the daily rental unless approval and expressed written consent from the School District Rentals Department is provided.
22. INFLATABLES – Inflatables, such as bouncy castles, slides or related items are not permitted to be used inside School District Facility. Such structures may be used outdoors but must follow specific rules of use. The Licensee must inform the School District Rentals Department in writing of use of inflatables no less than seven (7) business days prior to the rental and request a copy of the rules for use of inflatables.

CANCELLATION:

23. INCLEMENT WEATHER - If a school is closed during the day, it will not be open for Licensee rentals that evening. If schools are open during the day, Licensee rentals may still be cancelled due to snow, ice and to perform required maintenance or due to other weather conditions (e.g., power outage). Please listen to the radio or visit <https://sd38.bc.ca/> for cancellation information.
24. AMENDMENT OR CANCELATION BY LICENSEE - To receive a refund or credit, notice in writing must be provided no less than seven (7) business days in advance of the date of use being cancelled by email to the School District Rentals Department at rentals@sd38.bc.ca. Requests for amendment and/or cancellation are only accepted from the Licensee contact that is identified on the application and/or License. The Licensee understands, upon cancellation of the License or partial License, they will lose their historical status and ability to have first right of refusal upon the renewal period for the cancelled dates.
25. CANCELLATION BY SCHOOL DISTRICT - The School District may cancel or revoke either specific usage or a License without cause and at any time and the Licensee will have no claim or right to damages or reimbursement on account of any loss, damages or expense arising there from. Substitute space in the district will not be made available. A refund or credit will be provided.
26. ABUSE OF PRIVILEGES - The School District reserves the right to cancel a License and the privilege to enter into future Licenses, where there has been abuse of rental privileges or negligence in complying with the conditions outlined here by a Licensee. Acts of verbal, physical or emotional abuse will not be tolerated. The School District reserves the right to interrupt or terminate a rental License if, in the School District's opinion, the activity or event taking place in the Facility, in whole or in part, is obscene, slanderous, libelous, racist, contrary to spirit and intent of the Canadian Charter of Human Rights and Freedoms and/or Board Policy and Regulation, may reasonably cause a conflict between groups, or is otherwise improper or is detrimental to the Board and on the exercise of such discretion all rights of the Licensee 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 rental License.

LIABILITY & INSURANCE:

27. INSURANCE - The Licensee shall, without limiting its obligations or liabilities herein and at its own expense, provide and maintain the following insurances with insurers licensed in British Columbia and in forms and amounts acceptable to the District. The Licensee must also obtain, maintain and pay for any additional insurance that is it legally required to carry, or otherwise considers necessary at its sole discretion.
 - General liability insurance with a limit of not less than Two Million Dollars (\$2,000,000.00) inclusive per occurrence for bodily injury and property damage including loss of use thereof.
 - Such insurance shall extend to cover the Licensee, its officers, employees, servants, agents, contractors, and volunteers and shall include "The Board of Education of School District No. 38 (Richmond)" as additional Insured with respect to liability arising out of the use or occupation by the Licensee of the Facility belonging to the School District. If an address is required for insurance purposes use 5200 River Road, Richmond, B.C. V7C 1A4.
 - It shall include a cross liability clause and tenant's legal liability insurance. The Licensee's policies of insurance shall require that the board receive 30 days' notice of material change or cancellation. Host Liability insurance covering the service of alcohol is required where an event includes alcohol.

- The Licensee shall provide the District with evidence of all required insurance upon License approval and no less than 7 business days prior to the Licensee's use of the School District's premises. Such evidence of insurance shall be in the form of a certificate of insurance. When requested by the School District, the Licensee shall provide certified copies of required insurance policies.

SUITABILITY OF FACILITY:

28. SUITABILITY - The School District provides no stated or implied warranty as to the suitability or condition of the Facility for the Licensee's purposes; and the Licensee accepts the Facility on an "as is" basis at the Licensee's own risk. The Licensee acknowledges that the permitted premises and the buildings in which some are located may contain asbestos and/or asbestos-containing materials and the applicant or Licensee, hereby accepts the permitted premises subject to this caveat; and will not drill, hammer or pin or otherwise disturb the structures of the Facility.
29. RESPONSIBILITY FOR FACILITY DAMAGES - The Licensee shall maintain the Facility in a sanitary, tidy, and safe condition, to a standard consistent with that set by the School District as listed on the License, Terms and Conditions, Appendices and Rules and Regulations. The Licensee will leave the Facility in good repair at the end of the License. The Licensee must leave the Facility in exactly the condition in which it was upon arrival including placement of furniture and equipment. The Licensee shall pay the School District for the costs of any repairs (including reasonable charges for the School District's staff time, equipment and materials) that arise directly from the Licensee's use of the Facility, reasonable wear and tear expected. The Licensee is not permitted to perform any repair or maintenance work on the Facility, other than tidying and light cleaning. The Licensee will use the Facility for the purposes set out in the License only. No changes or alterations shall be made to any Facility unless expressly permitted and provided for in this License.
30. REPAIRS AND MAINTENANCE - The Licensee acknowledges that repairs and maintenance to the Facility will be completed by School District staff or contractors only. The Licensee is not permitted to perform any repair or maintenance work on the License area, other than day to day light cleaning. Repairs and maintenance include, but are not limited to, janitorial services, snow removal, paint repair, repair or replacement of permanent fixtures, and provision of utilities.

LOCAL LAWS/REGULATIONS:

31. COMPLIANCE WITH LAWS AND LICENSING REQUIREMENTS - 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 Program including food safety, service and health permits. The Licensee will pay all required fees as they become due and will maintain all required regulatory Licenses and certificates in good standing.
32. COMPLIANCE WITH LOCAL REGULATIONS - The Licensee shall comply with rules made by the school principal and by the School District.
33. INCIDENT REPORTING REQUIREMENT - An Incident Report form must be completed and submitted (available through the School District Rentals Department) within forty-eight (48) hours whenever: a) medical/first-aid attention is administered; b) loss or damage to School District property occurs.

GENERAL:

34. PROHIBITED - 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.
35. SMOKING, VAPING, CANNABIS AND ILLEGAL DRUGS PROHIBITION - The Licensee shall ensure that there is no smoking, vaping, the use of cannabis or illegal drugs in School District Facility or on School District grounds by any of the Licensee's employees, volunteers, clients or invitees. If smoking, vaping or the use of cannabis persists, the License will be cancelled immediately.

36. ALCOHOL - All alcohol service by external user groups is prohibited unless approved in writing by the School District no less than 15 business days prior to the date of use. No internal School District groups may serve alcohol on School District property (including school, School District, or PAC groups). Contact rentals@sd38.bc.ca for more information
37. PERFUMES/COLOGNES - The Licensee will not use any perfumes/colognes or any scented products while in the Facility.
38. FLAMMABLE/COMBUSTABLE MATERIALS - The use of candles, open flames or any other smoke generating device on Board premises is strictly forbidden. Upon site approval, only propane barbecues will be permitted outdoors, provided that the event organizer/applicant supplies one fire extinguisher per barbecue unit. Indoor storage of propane tanks, flammable and combustible materials is prohibited.
39. ANIMALS - The Licensee will not have any live animals in the School District Facility without express written consent unless they are a certified guide/service animal.
40. INTERNET/NETWORK - The Licensee acknowledges that the only available network access for internet use, is the public network available at the Facility. The Licensee understands that 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. Access to the network is not guaranteed. The public network will restrict internet access to any websites/applications deemed unsafe/inappropriate by the School District. The Licensee shall indemnify and hold harmless the School District and its officers, employees, servants, agents and contractors from any and all loss, liability, claims or expenses arising out of the network use, accessibility, availability, strength, and reliability.
41. ADVERTISING - Promotions and advertising distributed by the Licensee will not be presented in such a way that the School District is seen to endorse or be connected to 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 School District Rentals Department. School District Facility name can only appear on promotions and advertisements as a location site. School District staff will not respond to public inquires of any kind regarding activities and events for which permitted use of space has been granted. Licensee should ensure clear contact information is displayed so public inquiries are directed towards the Licensee and not the School District. The Licensee should not advertise until they have received an approved License from the School District.