

Terms & Conditions

AGREEMENT

SD62 agrees to provide rental facilities and services as described and outlined in this agreement. In order for the rental facilities to be considered 'reserved', the Facilities Rental Agreement must be approved and signed by a representative of SD62 and the Renter one (1) week prior to event.

PAYMENT

The Renter will submit payment to SD62 for facility rental(s) and services incurred in connection therewith, the amounts, in the manner and at the time set out in the agreement. Payment is due in full in advance of event.

INSURANCE

The Renter shall be an independent entity and not the servant, employee or agent of SD62. The Renter shall ensure they have purchased and maintain applicable liability insurance, in the amount of \$5 million with SD62 added as an additional insured, and forward said copy to SD62 within five (5) days prior to the event.

The Renter shall not in any manner whatsoever, commit or purport to commit, SD62 to the payment of any money to any person firm or corporation.

All employees of the Renter providing services under this Agreement will remain at all times the employees or agents of the Renter and not of SD62. Such employees are not entitled to and will not receive any benefits, allowances or rights in any way associated with persons having the status of employees or functioning as employees of SD62.

EMERGENCY CANCELLATIONS

Due to the growing global health concerns, we want to remind all of our rental partners that the School District reserves the right to cancel individual rental incidences waiving the notice period, for health and safety risks. In these instances, the renter will not be charged due to emergency cancellation by the Board. Power outages, inclement weather, emergency maintenance, capital loss events, and school closures are some of the reasons the district has had to cancel permits in the past. The district may also cancel rentals when given direction from the health authority.

CANCELLATIONS

The Renter shall notify SD62 of any cancellation of a previously scheduled reservation at least five (5) working days prior to the scheduled use. All cancellations must be submitted through email. Failure to do so may result in SD62 invoicing the Renter for lost revenue and expenses incurred in preparation for use of the facility requested.

SD62 reserves the right to cancel and/or modify any reservation for SD62 requirements or for good cause. In the event of cancellation, there shall be no claim or right to damages or compensation resulting from any loss, damage, or expense whatsoever incurred by the Renter as a result of such cancellation.

It must be understood that the use of any facility is automatically cancelled when the facilities have been closed by SD62 due to local, provincial or natural disasters or emergencies including, but not limited to pandemic, earthquake, fire, flood, weather, and power or other mechanical failures.

INDEMNITY

The Renter shall indemnify and save harmless SD62 from and against any and all losses, claims, damages, actions, causes of action, cost and expenses that SD62 may sustain, incur, suffer or be put to by reason of any act, illness or omission of the Renter or of any servant, agent or sub-contractor of the Renter.

ASSIGNMENT

The renter may not assign this agreement or any of its rights, interests or obligations without the prior written approval of SD62.

GYMNASIUMS

Renter and its members are expected to wear appropriate footwear and use equipment that will not cause harm to gym floors or walls. Black soled shoes and tape are strictly prohibited.

ARTIFICIAL TURF FIELDS

The following items are not allowed on the field surface:

- Motor vehicles (except for maintenance and emergency)
- Spectators
- Tables or chairs unless mat is placed under equipment
- Spikes on shoes longer than ½ inch, no metal spikes at all
- Stakes or poles stuck into the turf
- Food or drink on the field – water only
- Golfing, shot putting, javelin or discus throwing

BOUNCY CASTLES

If applicable and approved, the Renter must ensure that bouncy castles are set up, dismantled, and adequately supervised.

If the Renter uses an outside vendor to provide a bouncy castle, the vendor must be licensed (proof of license must be submitted to the Renter and available upon request) and insured.

Outside vendors must set up, dismantle and instruct on the proper safe operation of the equipment.

KEYS

Keys may be assigned to the Renter at the discretion of SD62. The Renter will not duplicate keys or allow any unauthorized access of the facility. The Key Addendum, if applicable, must be completed and deposit paid in full in advance of the event. Keys must be returned to SD62 Facilities within five (5) business days upon conclusion of event.

RENTER'S BELONGINGS

SD62 will not be responsible for the belongings of the Renter and/or participants. SD62 is not liable for damages, lost or stolen items, and/or vandalism that may occur during the facility usage.

SAFETY

Renter assumes responsibility for the safety of all Renter officers, agents, staff, volunteers, participants, licensees, invitees, and individuals on or near the Facilities and Equipment as a result of Renters use of the Facilities and Equipment under this Agreement.

DAMAGE TO FACILITIES AND EQUIPMENT

If the Renters use cause damage to SD62 facilities or equipment, other than ordinary wear and tear, the Renter shall pay any costs associated with repairing the damage and restoring the facilities and equipment to their condition prior to Renters use thereof. If damage occurs during use, the Renter will report such damages to the School Custodian immediately.

DISTRICT POLICIES

The Renter agrees to adhere to all SD62 policies, including but not limited to the following:

- a) Smoking, including all tobacco, cannabis and vapor products, alcohol, illegal drugs in any form which when consumed impairs a person's mental or physical ability or capacity to function are strictly forbidden in all areas of SD62 properties at all times. This applies to all individuals associated whether minors or adults.
- b) Food and drink are restricted to designated areas.
- c) The Renter is at all times responsible for the conduct of persons in attendance during their use.
- d) Animals, other than service animals, are not permitted in SD62 Facilities or on District properties.
- e) No advertising or signage may be posted on SD62 Facilities, whether inside, outside or on any structure on District property. There will be no tacking, nailing or taping of any signs or decorations or other materials on walls, floors, ceiling, nor any defacing of the building. If necessary, maintenance charges may apply.
- f) While using SD62 facilities the Renter will ensure all its participants are adhering to Municipal, Provincial and Federal laws and regulations.

MISCELLANEOUS

This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.