



The word 'Renter' is used to identify the community user group  
The word 'District' is identified as Sooke School District #62

## Terms & Conditions

### **AGREEMENT**

The District 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 the District and the Renter one (1) week prior to event.

### **PAYMENT**

The Renter will submit payment to the District 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 the District. The Renter shall ensure they have purchased and maintain applicable liability insurance, in the amount of \$5 million with the District added as an additional insured, and forward said copy to the District within five (5) days prior to the event.

The Renter shall not in any manner whatsoever, commit or purport to commit, the District 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 the District. 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 the District.

### **EMERGENCY CANCELLATIONS**

Due to 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 the District 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 the District invoicing the Renter for lost revenue and expenses incurred in preparation for use of the facility requested.

The District reserves the right to cancel and/or modify any reservation for District 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 the District 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 District from and against any and all losses, claims, damages, actions, causes of action, cost and expenses that the District 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 the District.

#### **GYMNASIUMS**

The 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 the use of tape on floors 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.

#### **FLOOR HOCKEY**

Unless otherwise approved by the District all floor hockey equipment used by the Renter must meet the following requirements:

- Sticks – all sticks must be comprised of plastic shafts and blades. Manufacturers Cosom, DOM or ProShot.
- Goalie Gear – Must have plastic straps and/or buckles.
- Hockey Nets – Must have felt or similar non marking material under the posts and net base.

#### **KEYS**

Keys may be assigned to the Renter at the discretion of the District. 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 the District Facilities office within five (5) business days upon conclusion of event.

### **RENTER'S BELONGINGS**

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

### **SAFETY**

The 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. During the rentals, no exterior doors should be wedged or propped open.

### **DESIGNATED SPACE**

Except as stated below, the Renter and its attendees are not permitted to use or access any part of the Facility other than the Designated Space listed in the rental agreement.

### **DISTRICT EQUIPMENT**

Use of other District equipment and supplies such as art supplies, books, toys, paper, pencils, pens, sports equipment, nets, balls, pinnies, cones, audio visual equipment, computers, telephones, photocopiers or fax machines, is not permitted unless otherwise stated on the rental agreement or approved in writing by the District.

### **DAMAGE TO FACILITIES AND EQUIPMENT**

If the Renters use cause damage to the District 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 District 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 District 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 indoors.
- e) No advertising or signage may be posted on District 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 District 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.