

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 space 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”. Both terms refer specifically to this document 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, Terms & Conditions, Appendices, and Addendums herein and attached hereto this agreement. Together, these documents form the complete agreement between the School District and the Licensee.
7. Please return signed the provided License as part of this agreement upon registration, the Licensee confirms that they have fully read, understand, and will abide by the License, Terms & Conditions, Appendices, and addendums outlined that form part of the Richmond Schools Community Use Agreement.
8. These Terms and Conditions, and the accompanied License, together with any Appendices, and Addendums form the complete agreement between the School District and the Licensee.
9. On the Richmond School District website <https://sd38.bc.ca/> under Services you will find additional documentation and the districts policies, regulations, and administrative guidelines for Community Use of District Facilities.
10. Failure to comply with the Community Use Agreement and/or the License Agreement may result in any or all the following:
 - Liability for additional charges and/or damages.
 - Termination of the License.
 - Cancellation of any other existing licenses.
 - Rejection of future license applications.
 - No refund will be issued if the License is terminated for non-compliance with the License Agreement.

APPLYING FOR A LICENSE:

11. RICHMOND SCHOOL DISTRICT OBJECTIVE

The primary focus and responsibility of the School District is to provide K-12 education as outlined in the *School Act*. The School District will prioritize use of space, facilities, grounds, and staff to meet this objective. Use of grounds or facility space in the School District granted to the Licensee must not interfere with K-12 curricular and extra curricular programming.

12. APPLICATIONS

All potential Licensees must submit requests for space no less than fifteen (15) business days prior to the first date of use requested. Access to space is not granted the Licensee prior to receipt of an approved License from the School District.

All requests for space must include:

- 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 fifteen (15) 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 fifteen (15) business days prior to the first date of use.

13. SUPERVISION

The Licensee must have someone nineteen (19) years of age or older supervising all activities during the use of Facility. Minors cannot be left unattended during the use of the Facility.

The Licensee must designate an event supervisor to be on site at all times of Facility use for handling of emergency situations if different from the Licensee. The designate(s) name(s) and telephone number(s) must be listed as an event supervisor on the permit application. The designated event supervisor(s) must ensure participants are aware of the conditions of use of the Facility.

14. EXCLUDED DAYS

Unless special permission is granted, statutory holidays, school breaks (Winter, Spring and Summer), Professional Development Days, and dates blocked for school events are not available for rent. Applications may be submitted separately for these dates and space is not guaranteed until the License is approved by the School District. There are no rentals on Halloween and Halloween weekend.

15. REQUIRED DOCUMENTS

Upon License approval, the Licensee is required to provide payment in full (refer to Clauses 19 & 20) and a copy of their Certificate of Insurance (refer to Clause 29).

The Certificate of insurance must be in the name of the person or group renting the space.

16. NON-TRANSFERABLE

Licenses will be issued to the Licensee as stated on the application for License to Occupy only.

Licenses or licensed space may not be transferred, sublet, or lent out to groups other than the group stated on the application.

17. 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.

18. 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 Facilities or grounds by the Licensee.

PAYMENT & FEES:

19. 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) 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:

- License 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.

20. PAYMENT

Payment is accepted in the following forms:

- In-person (payable to School District #38). In person payments can be made at the Facilities Services Centre located at 5200 River Road, Richmond, BC V7C 1A4.
- Mail – Cheque (payable to School District #38). Ensure your permit number is listed on the cheque or enclosed in an envelope with payment.

21. PERFORMING RIGHTS FEES AND ROYALTIES

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.

22. REFUNDS

In circumstances where the School District or Licensee modifies a previously approved rental License, a credit may be applicable.

EQUIPMENT & FURNITURE:

23. 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 may vary by Facility.

Requests for rented equipment should be made no less than ten (10) business days prior to the first date of intended 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.

24. 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's Facility Rentals department is provided.

If items not approved to stay at the Facility are not removed at the end of the License Period, the School District will remove and dispose of those items and the costs of removal and disposal will be charged to the Licensee.

The Licensee has no right to claim damages or losses against the School District related to the removal of items left at the Facility at the end of a License Period.

CANCELLATION:

25. CANCELLATION BY SCHOOL DISTRICT

The School District may cancel or revoke 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 losses, damages or expenses arising therefrom.

Substitute space in the School District will not be made available. A refund or credit will be provided.

26. 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.

27. AMENDMENT OR CANCELLATION 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 Facility 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.

28. 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 School District Facilities or on School District grounds, are in whole or in part:

- obscene, slanderous, libelous, racist, and contrary to the spirit and intent of the Canadian Charter of Human Rights and Freedoms and/or Board Policy and Regulation, and/or may reasonably cause a conflict between groups, and/or is otherwise improper or detrimental to the Board.
- on 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:

29. 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 it is 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, BC 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 thirty (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 seven (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:

30. 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.

31. 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, Addendums and Rules and Board Regulations.
- The Licensee will leave the Facility in good repair at the end of the License.
- The Licensee must leave the Facility in the same 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.

32. 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:

33. GOVERNING LAWS

The License Agreement is governed by the law of the Province of British Columbia and the laws of Canada applicable therein.

34. COMPLIANCE WITH LOCAL REGULATIONS

The Licensee shall comply with rules made by the school principal and by the School District.

35. 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.

36. INCIDENT REPORTING REQUIREMENT

An Incident Report form must be completed and submitted (available through the Facility Rentals Department) within forty-eight (48) hours whenever:

- a) medical/first-aid attention is administered; and/or
- b) loss or damage to School District property occurs.

37. COMMUNICABLE DISEASE

The Licensee is required to remain informed and ensure all Attendees 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 events or activities including, but not limited to, recommended or required protocols from: Provincial Health Office, British Columbia Centre for Disease Control, WorkSafe BC, BC Ministry of Health, BC Ministry of Child and Family Development, ActSafe BC, and Via Sport (the "Rules").

The Licensee shall enforce the Rules for all Attendees, and any resulting contravention of the Rules shall result in the dismissal of the Licensee and all attendees from the Facility. The School District reserves the right to cancel or amend a License at any time due to health orders or advice from any relevant government agency. Where a License is cancelled, the Licensee will be provided with a refund for the effected License Period.

PROHIBITED ITEMS, ACTIVITIES AND EQUIPMENT:

38. UNAPPROVED ITEMS

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.

39. 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.

40. PERFUMES/COLOGNES

The Licensee will not use any perfumes/colognes or any scented products while in the Facility.

41. INFLATABLES

Inflatables, such as bouncy castles, slides or similar items are not permitted to be used on School District property.

42. 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.

ACTIVITIES AND EQUIPMENT REQUIRING APPROVAL:

43. FOOD AND BEVERAGES

No food or drinks, with the exception of water, are permitted inside the Facility, unless the Licensee or participants have permission in writing. Those who will be preparing and/or serving food and/or drinks will be required to obtain the necessary food permit(s) as per Vancouver Coastal Health's food preparation and service guidelines. The Licensee will provide copies of the required food permits to the School District Facility Rentals Office a minimum of 7 business days prior to the first License Period. Under no circumstances is any food or drinks permitted other than water in gymnasiums.

44. ALCOHOL

All alcohol service by external user groups is prohibited. Alcohol may not be served on District property.

45. SMUDGING

Smudging activities may be permitted outdoors where the School District provides written approval in advance of the License Period. The License Holder must request a copy of the rules for smudging and must comply with those rules.

46. BARBECUES

Propane barbecues may be permitted outdoors where the School District provides written approval in advance of the License Period. The Licensee must supply one fire extinguisher per barbecue. Each fire extinguisher must be in good working order and kept near the barbecue. Indoor storage or propane tanks, flammable, and combustible materials is prohibited.

47. 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.

GENERAL:

48. 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.

49. 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's Facility Rentals Office. School District Facility name can only appear on promotions and advertisements as a location site. School District staff will not respond to public inquiries 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.

50. VIDEO SURVEILLANCE

The Licensee may not install or operate any video surveillance equipment that is used to monitor (a) School District staff or students; or (b) areas of the School or the surrounding lands other than the Space. If the Licensee wishes to use such equipment that results in monitoring School District staff, students or areas other than the Space, the Licensee shall seek prior written consent from the School District, and follow all guidance issued by the Office of the Information and Privacy Commissioner of British Columbia (OIPC) surrounding Overt Video Surveillance. Additional information can be found at the link (<https://www.oipc.bc.ca>)