

# PUBLIC USE OF DISTRICT FACILITIES AND GROUNDS

## Background

District facilities are public assets that may be available for use on a rental basis provided that school programs and activities are not compromised.

## Procedures

The following procedures shall apply to community use of all District facilities and grounds.

### 1. Application

- 1.1. [Form 560-1](#): Agreement for the Use of School Facilities for School Based Events must be completed and forwarded to the Director of Facilities a minimum of fourteen (14) days prior to any reservation being accepted.
- 1.2. Once an application is approved, it becomes the rental agreement. The individual or group using the District's facilities, equipment and/or grounds is responsible for being aware of all the terms and conditions relating to the rental.
- 1.3. The application must be signed by a person 19 years or older and an official representative of the group. The rental form must indicate the name and contact information for at least one responsible adult who will be in attendance when children or youth are present.
- 1.4. Any changes to the signed rental agreement must be approved by the Director of Facilities. Rental bookings are only good for the current school year. Applicants must reapply every year.
- 1.5. Payment must be submitted in full, or in the case of monthly or quarterly payments, in advance with post-dated cheques, at least seven (7) days before the first date of use. The Licensee is responsible to pay the district all charges as stipulated on the rental invoice contract.
- 1.6. If adjustments are made to the rental, a refund or credit may be issued after the rental is complete and final payment has been received.

### 2. Liability

- 2.1. Persons using District facilities are responsible for carrying their own accident and liability insurance protection. The District carries liability insurance to indemnify it against its liability as the owner of the facilities, and the negligence of its employees in carrying out their employment duties. The District will only be liable when negligence on the part of the District or a District employee is proven by the person suffering the injury or damage. Therefore, applicants must provide their own liability insurance and indemnify the District against all claims associated with the rental activity.

A copy of the insurance document must be submitted to the Director of Facilities at least seven (7) days prior to the rental start date. If insurance documents are not provided, access to the facility will not be granted.

## 2.2. Consumption of Alcoholic Beverages

2.2.1. The consumption of alcohol may be permitted subject to the guidelines in Appendix A.

## 2.3. Rental Charges

2.3.1. As community use of facilities is beyond the District's mandate and funding, the District requires that additional costs including labour, equipment and depreciation of the facilities attributable to community event bookings, are to be met by user fees.

2.3.2. The District will review rental fees yearly. Costs associated with providing the service and the market value of the service are considerations for setting such rates.

2.3.3. The base rental rates are determined by taking into account administration, maintenance, repairs, utilities and where applicable, grass cutting, garbage collection, depreciations, replacements, annual development costs and any other costs relative to the operation or maintenance of the District facilities or grounds.

2.3.4. In keeping with the District priorities, potential user groups have been divided into classifications.

2.3.5. The schedule of rental charges relating to each classification is attached as Appendix B.

## 2.4. Cancellation

2.4.1. The District reserves the right to refuse or cancel any rental application. In the event of extraordinary circumstances as in the case of labour disputes (strikes, lockouts) resulting in the closure of school facilities, all rentals will be suspended.

2.4.2. Any individual or group who wishes to cancel a booking must notify the Director of Facilities in writing at least seven (7) days prior to the scheduled booking. If such notice is not provided, the regular rental rate will apply.

2.4.3. The District assumes no responsibility whatsoever for a cancellation due to causes beyond its control.

## 2.5. Usage

2.5.1. Rentals must not reflect adversely upon the District and not interfere with the educational programs. Usage conditions and procedures are listed in the procedures attached to the application.

## 2.6. Equipment

2.6.1. The following equipment is strictly prohibited indoors unless expressed permission has been granted by the Director of Facilities:

2.6.1.1. Hard rubber lacrosse balls (tennis, Nerf, or indoor field hockey balls only)

2.6.1.2. Regulation fastballs, softballs, baseballs (soft practice balls only)

- 2.6.1.3. Baseball or softball bats
- 2.6.1.4. Soccer balls (indoor Nerf soccer balls only)
- 2.6.1.5. Field hockey sticks
- 2.6.1.6. Ice hockey sticks
- 2.6.2. School equipment may not be used unless express permission has been granted by the school's Principal. Use of equipment may result in additional charges.
- 2.6.3. The District requires that street shoes not be used for gymnasium rentals involving sporting activities.
- 2.7. Rental Agreement Form
  - 2.7.1. [Form 550-1](#): Agreement for the Use of School Facilities for School Based Events form must be signed by a person who is 19 years or older. A person 19 years or older shall be present and shall be personally responsible or have corporate authority to bind the booking group to be responsible for the booking and the event.
  - 2.7.2. All proposed rentals of school facilities will be confirmed with the school's Principal before arrangements are finalized.
- 2.8. School Functions
  - 2.8.1. Principals may make arrangements for all school and/or extracurricular functions at their schools. The Director of Facilities must be notified of such arrangements at least two (2) weeks prior to the function in order to avoid scheduling conflicts.
- 2.9. Availability
  - 2.9.1. School facilities will not be rented before 6:00 p.m. and will not go beyond 10:00 p.m. on school days unless previous arrangements with the Principal have been made.
- 2.10. General
  - 2.10.1. All fire regulations must be strictly observed by the Licensee.
  - 2.10.2. According to Administrative Procedure 162 – Tobacco, Cannabis and Vapor-Free Environment, the District directs that smoking, the use of tobacco or smokeless tobacco products, holding lighted tobacco, and the display of tobacco products be prohibited at all times in all District buildings, District vehicles, and on all school property.
  - 2.10.3. Adequate adult supervision shall be provided for all youth activities by the Licensee.
  - 2.10.4. Cost of any damage to school property shall be the responsibility of the Licensee.
  - 2.10.5. A custodian shall be assigned to the facility during rental periods. Any additional costs for cleaning and labour resulting from the rental shall be the responsibility of the Licensee.
  - 2.10.6. The District reserves the right to request payment in advance of any rental and may require the posting of a damage deposit.
  - 2.10.7. Activities must be confined to areas stipulated in the rental agreement.
  - 2.10.8. A copy of the signed rental agreement must be on-hand at time of facility access.

2.10.9. The Licensee must vacate the facility at the time specified on the agreement.

## 2.11. Employee Use

2.11.1. Facilities may be utilized by employees, subject to the conditions listed in this procedure.

Reference: Sections 22, 23, 65, 85 School Act  
Liquor Control and Licensing Act  
Disposal of Land or Improvements Order M193/08  
School Opening and Closure Order M194/08

Adopted: November 2019

Revised: