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**AGREEMENT FOR USE OF SCHOOL FACILITIES, GROUNDS and EQUIPMENT**

The User agrees to be bound by the following terms and conditions for use of District facilities, grounds and equipment:

- 1. INDEMNIFICATION AND HOLD HARMLESS:** The User shall indemnify and hold harmless the District and any of 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 the property belonging to the District by the User and any of its officers, employees, servants, agents, contractors, and volunteers, except to the extent that such loss arises from the negligence of the District.
- 2. LIABILITY INSURANCE :** The User 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:

General liability insurance with a limit of not less than One Million Dollars (\$1,000,000.00 or such other amount as the District may choose), inclusive per occurrence for bodily injury and property damage including loss of use thereof.

Such insurance shall extend to cover the User, its officers, employees, servants, agents, contractors, and volunteers and shall include the District, its officers, employees, servants, agents, contractors and volunteers as additional Insureds with respect to liability arising out of the use or occupation by the User of the property belonging to the District.
- 3. INSURANCE CERTIFICATE:** The User shall provide the District with evidence of all required insurance prior to the User's use of the District's premises. Such evidence of insurance shall be in the form of a certificate of insurance. When requested by the District, the User shall provide certified copies of required insurance policies.
- 4. USER ACCEPTS THE PREMISES AT THEIR OWN RISK** and agrees that the District has made no warranties or representations respecting its suitability or condition.
- 5. RESPONSIBILITY FOR DAMAGES TO DISTRICT FACILITIES, GROUNDS AND EQUIPMENT:** The User is responsible for any and all damage to the District's premises and property arising out of the use of the District's premises and property. The User will pay the District forthwith for the costs of any repairs or replacements of the District's premises and property.
- 6. THE DISTRICT IS NOT RESPONSIBLE FOR ANY PROPERTY DAMAGED, LEFT OR LOST ON DISTRICT PREMISES.**

**This contract includes the terms and conditions set out in the User Agreement, including the attached Regulations Governing the Use of District Facilities, Grounds and Equipment. I certify that I have read,**

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**understood and agreed to the terms and conditions of the User Agreement, including the Regulations Governing the Use of District Facilities, Grounds and Equipment. I agree to accept the District's Facilities, Grounds and Equipment as indicated and to abide by the Regulations.**

USER:

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SIGNATURE OF AUTHORIZED REPRESENTATIVE  
(must be 19 years of age or older)

DATE:

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Name  
(please print):

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Address:

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## These Regulations form part of the User Agreement Contract

1. **NO SMOKING** or vaping anywhere on school grounds.
2. **USE:** The User will access the facilities only as directed by the District and will ensure that only the designated areas listed in the User Agreement are used by the User group. Only the activities listed in the User Agreement are authorized. The User will strictly adhere to the times specified in the User Agreement. All rooms must be left in the condition in which they were found. Do not erase blackboard or whiteboard notes. "PLO" means "please leave on." No food or drinks are permitted in Gyms or Libraries.
3. **EQUIPMENT:** The User will only use the equipment specified in the User Agreement and will return the equipment to its original place of storage.
4. **ALCOHOL:** The User group may not serve alcohol unless they have informed the Booking Clerk of their request to serve alcohol during the event and permission has been granted by both the school Principal and the Superintendent. Even where permission has been granted to consume alcohol, no person is permitted to be on school grounds if intoxicated by alcohol or any drug.
5. **COVID:** Users must ensure their event is in alignment with those activities permitted as per relevant local, regional, provincial and federal public health recommendations and Orders. Users are responsible for collecting names and contact information of participants to support contact tracing activities by the local health authority. Users are responsible for validating vaccine cards for attendees at their event, if applicable.
6. **AUTHORITY:** The User and all participants in the User's activity/event will observe and comply with all Municipal, City, District, Provincial and Federal by-laws and regulations such as the BC Fire code and including those designating schools as tobacco free zones. The User will ensure that alcoholic beverages will not be brought onto or consumed on the premises or grounds by the User group.
7. **SUPERVISON:** The User will provide adequate supervision of participants and attendees for the duration of the rental activity and will be present during the entire approved rental period.
8. **VEHICLES:** No vehicles are to be driven on the school fields without prior approval from the Superintendent or Manager of Facilities and Transportation.
9. **REPORTING:** The User will report to the District within forty-eight (48) hours following any accident or incident that occurred on or near the District's premises whenever medical/first aid attention is required or loss or damage to District property occurs.
10. **CANCELLATION:** The User will notify the District of any cancellations no later than 7 days in advance of the booking. Cancellation after this date may result in fees being charged.
11. **TERMINATION:** The District may terminate the agreement at any time for any breach of these Terms and Conditions by the User.
12. **DISTRICT'S RIGHT TO CANCEL OR ALTER AGREEMENT:** The District reserves the right to cancel or alter any User Agreement at any time with or without cause and no claim may be made against the District in respect of the cancellation or alteration.

I have read and understood these Regulations \_\_\_\_\_