



SCHOOL DISTRICT NO. 73 (KAMLOOPS/THOMPSON)
1383 - 9th Avenue, Kamloops, B.C. V2C 3X7
Tel: (250) 374-0679 Fax: (250) 372-1183

APPLICATION AND AGREEMENT FOR USE OF SCHOOL FACILITIES

ALL APPLICATIONS MUST BE RECEIVED 14 DAYS PRIOR TO RENTAL START DATE
All Applications Must Be Accompanied by a \$10.00 Administration Fee per Location
COMPLETE ONE APPLICATION PER LOCATION

ADMINISTRATION FEE ATTACHED Amount: \$ _____

GROUP NAME : _____ Number in Group: _____

YOUR NAME : _____

ADDRESS: _____ POSTAL CODE: _____

TELEPHONE: (Home) _____ (Business) _____ FAX: _____

E-MAIL ADDRESS: _____

SECOND CONTACT PERSON: _____

ADDRESS: _____ POSTAL CODE: _____

E-MAIL ADDRESS: _____

TELEPHONE: (Home) _____ (Business) _____ FAX: _____

SCHOOL REQUESTED: _____

TYPE OF ROOM: Gymnasium Classroom Library Multi-Purpose

Other, please specify: _____

ACTIVITY: _____

Group Type: Adult Youth Adult & Youth

Group Category: Non-Profit Commercial/Profit

DAY(S) OF WEEK: _____

DATE(S) REQUIRED: _____

TIME OF DAY REQUIRED: FROM: _____ TO: _____

PLEASE SEE OVER....

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 independent 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 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 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.

The following must be stated on the Insurance Certificate:
“School District No. 73 (Kamloops/Thompson) is added as an Additional Insured”

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. **EQUIPMENT** is not provided.
7. **THE DISTRICT IS NOT RESPONSIBLE** for any property 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 Public Use of District Facilities, Grounds and Equipment. I certify that I have read, understood and agreed to the terms and conditions of the User Agreement, including the Regulations Governing the Public 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:

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

DATE:
 Name
 (please print):

SCHOOL DISTRICT NO. 73 (KAMLOOPS/THOMPSON)
PUBLIC USE OF SCHOOL FACILITIES, GROUNDS & EQUIPMENT

REGULATIONS

These Regulations form part of the User Agreement Contract

The Board of Education of School District No. 73 (Kamloops/Thompson) accepts the premise that all school facilities are public facilities and should be available to the public on a rental basis as outlined by the regulations - provided that school programs and activities are given priority.

1. **Application for Use:** Applications for rentals must be directed to the Rental Clerk at the School Board Office. Rentals that interfere with school instruction time will not be permitted. Use will be in accordance with the following priorities: a) School programs; b) Thompson Rivers University Continuing Education Programs; c) City of Kamloops Parks and Recreation Programs; d) Community Youth Groups such as Cubs, Scouts and Guides; e) Community and Recreational; f) Commercial and Private
2. **Bookings:** All applications for rentals will be made through the Rental Clerk fourteen (14) calendar days in advance of the proposed activity. Applicants are not to contact the school facility directly. The Rental Clerk will clear all such bookings with the school principal.
3. **Continued Use:** Application for continued use of facilities must be renewed annually.
4. **Classroom Rental:** Application for classroom rentals may be considered on the condition that nothing in the classroom is disturbed.
5. **Responsibilities:** All groups or organizations booking school facilities shall:
 - a) assume full responsibility for adequate supervision of the activity;
 - b) obey all regulations;
 - c) supervise entrances and adjacent areas to ensure that unauthorized persons do not enter the building;
 - d) assume full responsibility as set out in the "Application and Agreement for Use of School Facilities" form;
 - e) ensure that participants remain within the confines of the area assigned to the group; remain within the time schedule allocated; and, vacate the premises promptly;
 - f) have the Rental Permit available during the activity;
 - g) (if they possess a key) turn off the intruder alarm when entering the building and turn on the intruder alarm when leaving. Improper use of the alarm system will be invoiced to the user group including custodial time and any other expenses incurred. It will be the user group's responsibility to know the operation of the alarm system. This information can be obtained from the school principal.
6. **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.
7. **Condition of Premises:** All premises are to be used "AS-IS". There is no liability expressed or implied on the part of the Board for the safety, suitability or condition of the premises. The user group must accept and use the premises at their own risk.
8. **Cancellations:** Except for rental refunds, the district assumes no responsibility whatsoever if last minute cancellations are caused by power failure, furnace failure, Fire Marshall's regulations or other causes beyond the control of the Board. Failure to comply with regulations may result in immediate cancellation of the facility use. In the event of such cancellation, there can be no claim or right to damages or reimbursement on account of any loss, damage or expense whatsoever.
9. **Financial Responsibility:** The user will be held responsible for any damage, whether to persons or to property, including the exterior of all school buildings, grounds, fields and fences.
10. **Authorities:** Any person using School Board property shall obey the instructions of the principal, their delegate or custodian, or other representatives of the Board and in the event of being requested to leave the premises by such representatives, shall do so immediately.

11. **Gymnasiums:** Appropriate non-marking soled footwear shall be worn in gymnasiums for athletic activities. The use of street shoes or other footwear that would damage gym floors is prohibited. Powdered waxes or other such substances must not be used on gymnasium floors.
12. **Use of Grounds:** Requests for use of school grounds within the boundaries of the City of Kamloops are handled by the City of Kamloops Parks and Recreation Department. When grounds are assigned to an organization, each organization must sign a permit that it will be responsible for any damage to school property during their occupation of the grounds. A charge will be levied by the district for use of grounds in rural areas.
13. **Use of Equipment:** Equipment is not supplied. Groups are required to bring their own basketballs, volleyballs, etc.
14. **Appropriate Activity:** Any activity which, in the opinion of the school principal or the district, constitutes a danger to individuals or property shall be prohibited. In this regard, without limiting the generality of the foregoing, archery and open flame equipment are prohibited on school property. The user and all participants will observe and comply with all municipal, city, district, provincial and federal by-laws and regulations such as the BC Fire Code.
15. **Consumption of Liquor:** Consumption of alcoholic beverages will be permitted only in accordance with Provincial statutes and where all necessary permits have been obtained.
16. **Use During School Holidays:** Maintenance programs will take precedence over rentals during all school breaks.
17. **Hours of Access:** Access to schools may not be granted before 5:00 p.m. on any regular school day. Facilities must be vacated by 10:00 p.m. on regular school days. Variations to these times may be approved under exceptional circumstances only. (Use may be limited at some schools where there is no evening custodial staff.)
18. **Janitorial Supplies and Equipment:** Users will not have access to janitorial supplies and equipment except by special permission and approval of the head custodian.
19. **Advertising:** No advertising may be displayed on school district property unless approved by the principal or district.
20. **Condition of Facility:** At the conclusion of the rental, users will ensure that the facility is left in a clean and tidy manner and in the condition it was found.
21. **Fixtures and Private Property:** Stage decorations or any other private property may not be left or stored in a school without the permission of the principal. The Board will not be responsible for any such goods or properties.
22. **Payment of Rental Fees:** Any rental fees are payable, in full, in advance, for the whole period booked. Refunds will be made for any cancellations at the end of the rental period.
23. **Right to Refuse, Cancel or Alter Agreement:** The Board reserves the right to refuse, cancel or alter any rental agreement to any organization at any time with or without cause and no claim may be made against the district in respect of the refusal, cancellation or alteration.
24. **No Smoking:** All school district facilities, grounds, buses and vehicles are smoke-free. Smoking is prohibited.