

SCHOOL DISTRICT #35 (LANGLEY)

THIS RENTAL AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS SET OUT ON THE FRONT AND REVERSE OF THIS FORM. THESE TERMS AND CONDITIONS CONTAIN AN INDEMNITY AND OTHER IMPORTANT PROVISIONS OF THIS AGREEMENT. THE RENTERS SHOULD READ THEM BEFORE EXECUTING THIS AGREEMENT.

1. RENTAL AGREEMENT

This Rental Agreement is personal to the Renter and is limited, non-exclusive, non-assignable, and revocable, and is permission to use the Facility for the purposes and on the dates and times on the face of this agreement. Sub-letting of facilities is not permitted.

2. FACILITIES

The Renter accepts the facility in the condition in which it is provided and there is no warranty as to the condition of the Facility in its fitness for the purpose of the renter.

3. SUPERVISION

The person in charge of the rental group is responsible for the admission, actions, and behaviour of all participants and/or spectators on the property of the school district. All rental groups using school facilities shall provide adequate supervision of the participants in the activity by a mature person(s). The individual designated as "in charge" will:

- a) Make himself known to the Custodian on duty in the building.
- b) Enforce all Board policies and regulations concerning the use of school facilities and playfields.
- c) Supervise entrance and adjacent area to prevent unauthorized persons from entering the building.
- d) Limit activities and participants to the area assigned to the group.
- e) Ensure that specified days and times are adhered to as stated on the Rental Agreement.
- f) Ensure that all members of the Rental Group are out of the building when the activity ceases.
- g) Take all and any action that may be required for the preservation of the School District's property.
- h) With certain groups, the Board may require the attendance of a school custodian to assist the group in carrying out the above conditions. The cost of the custodian's fee will be added to the rental charge.

4. DAMAGES / CLEAN-UP

All breakage, damage and clean-up will be repaired or replaced or completed by School District personnel, and charges will be billed to the Renter.

5. RIGHT OF REFUSAL AND CANCELLATION OF RENTAL CONTRACT

The School District reserves the right as its interests may require, to refuse any group or individual access to any facility or to cancel any planned rental or use of a facility. Contracts may be terminated at the discretion of the principal for failure of the Rental Group to comply with any of the aspects of the Rental Agreement.

School functions have priority over Rental Agreements, and may preclude a rental activity on certain occasions. If any of the facilities covered by the contract are required for purposes of the School District, or if the School District shall require any of the facilities for one night for any purpose, the said facilities shall be made available to the School District. A refund / credit will be made to the Renter in such circumstances.

Groups that do not show up for the rental or fail to give the District adequate notice of cancellations may lose their rental privileges.

Groups wishing to cancel a session will receive a refund if they provide the School District Office a minimum of (2) two business days notice.

6. CHANGES

No changes or alterations may be made to the Rental Agreement unless authorized by the School District.

7. INSURANCE

The Rental Group is responsible for providing adequate public liability insurance for its own participants.

8. INDEMNIFICATION AND HOLD HARMLESS

The Rental Group shall indemnify and hold harmless the Langley School District and any of its officers, employees, servants, agents and contractors from any and all loss, liability, claims or expense arising out of the use and/or occupation of the property belonging to the Langley School District by the Rental Group 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 Langley School District

9. WAIVER OF SUBROGATION

The Rental Group hereby agrees to waive all rights of subrogation or recourse against the Langley School District with respect to the use or occupation by the Rental Group of the premises described in the Rental Agreements.

10. RESTRICTED SPORTS

Gymnasias are not normally rented for indoor practice games of soccer, lacrosse, football or hockey. Facilities may be used for conditioning activities related to these sports provided that Nerf or equivalent balls are used. Balls other than Nerf or equivalent balls for these sports are not allowed in the gymnasias. Softball, baseball, or use of the facility for any indoor practice game is only permitted with special approval by the Principal.

11. FOOTWEAR

Footwear with heels and/or hard soles shall not be permitted on playing floors. Footwear normally used outside must not be used in gymnasias. All footwear must be non-marking. If improper footwear causes damage to the playing floor, the Rental Group will be billed for clean-up and/or repair.

12. LANGUAGE

Profane or insulting language shall not be permitted in the facilities or on the playing fields.

13. INTOXICANTS

Possession or consumption of intoxicants on any portions of school premises is strictly prohibited.

14. SMOKING

There shall be no smoking in any School District buildings at any time and there shall be no smoking on any School District property.

15. PARKING

Parking of vehicles shall be prohibited on all school grounds, except in specified parking lots. Fire lanes must be kept clear at all times.

16. LOST PROPERTY

The School District will not be responsible for any property left on school premises.

17. FOOD & BEVERAGE

Groups are expected to clean up after themselves and remove all food and beverage packaging. If custodial services are required to return the facility to its original state, the Rental Group will be charged.

18. PROCESSING FEE

A \$5.00 Processing Fee will be added to each contract at the time of booking. When a contract is for multiple bookings and this is confirmed at the time of set-up, only one processing fee will be charged. Once a contract is confirmed as correct, any additions, changes, or cancellations to the original booking will result in a further processing fee of \$7.50.