

TERMS AND CONDITIONS FOR USE OF DISTRICT FACILITIES

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 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 (except for Groups BC – [see fee schedule](#)) 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:
 - a. General liability insurance with a limit of not less than One Million Dollars (\$1,000,000.00), inclusive per occurrence for bodily injury and property damage including loss of use thereof.
 - b. 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 conditions.
5. **RESPONSIBILITY FOR DAMAGES TO DISTRICT FACILITIES, GROUNDS AND EQUIPMENT:** The User is responsible for any 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 LEFT OR LOST ON DISTRICT PREMISES.**
7. **CHANGES:** No changes or alterations may be made to this Agreement unless authorized in writing by Authorized District Personnel.

REGULATIONS GOVERNING THE USE OF DISTRICT FACILITIES, GROUNDS and EQUIPMENT

These Regulations form part of the User Agreement Contract

1. **FEES:** Pay the fees and charges as outlined in District Policies and Administrative Procedures for the community use of District facilities. Fees are due and payable before the date of the rental, and in the form specified by the District.
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.
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. **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 and vaping free zones. The User will ensure that alcoholic beverages and intoxicants will not be brought onto or consumed on the premises or grounds by the User group.
5. **SUPERVISION:** The User will provide adequate supervision, including Person(s) in Charge, must be 19 years or older, of participants and attendees for the duration of the rental activity and will be present during the entire approved rental period. The User Person(s) in Charge shall:
 - a) make themselves known to the District's Custodian or District Representative on duty in the building,
 - b) supervise entrance and adjacent area to prevent unauthorized persons from entering the building,
 - c) ensure that all participants and spectators and all members of the User Group are out of the building when the activity ceases, and
 - d) remain on site after the rental is complete until the District facility is secured; if required call the security company for assistance ensuring all and any action is taken for the preservation of District property.
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. **PARKING:** Parking of vehicles shall be prohibited on all school grounds, except in specified parking stalls. Fire lanes must always be kept clear.
8. **CANCELLATION:** Groups wishing to cancel a session shall provide the School District Office seven (7) days' notice of any such cancellations. A refund/credit will not be given for cancellation of single sessions. If a User cancels for the remainder of a contract, a cancellation fee of \$25 will be assessed against any refund/credit that may be issued. If the District must cancel for unforeseen circumstances, the District will notify the User as soon as possible. A credit will be issued when cancelled by the District.
9. **TERMINATION:** The District may terminate the agreement at any time for any breach of these Terms and Conditions by the User.
10. **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.