



## Administrative Procedure 552

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### COMMUNITY USE OF DISTRICT OFFICE BUILDING

#### Background

The business of schools and the District shall be given priority access, use, and booking privileges over community groups.

Employee use through instructional and educational support programs, continuing education, or general office needs take precedence over community organized groups or agencies.

#### Procedures

##### 1. Eligibility of Applicants

- 1.1. Applicants must represent properly constituted community groups capable of accepting responsibility for conduct of participants and financial responsibility for any damages.

##### 2. Use of Facilities

- 2.1. All activities must be confined to the parts of the building stipulated on the contract. Sub-letting of facilities is not permitted.

##### 3. Supervision

- 3.1. The person in charge of the group is responsible for the admission, actions, and behaviour of all participants and/or spectators on the property of the District. All groups using the District office building shall provide adequate supervision of the participants in the activity by a mature person(s).
- 3.2. The individual designated as "in charge" will:
  - 3.2.1. Make himself known to the custodian on duty in the building.
  - 3.2.2. Enforce all District procedures concerning the use of facilities.
  - 3.2.3. Supervise entrance and adjacent area to prevent unauthorized persons from entering the building.
  - 3.2.4. Limit activities and participants to the area assigned to the group.
  - 3.2.5. Ensure that specified days and times are adhered to as stated on Rental Agreement.
  - 3.2.6. Ensure that all members are out of the building when the activity ceases.

- 3.2.7. Take all and any action that may be required for the preservation of the District's property and ensure that the premises are left in the same order and condition as they were left by District personnel.
- 3.2.8. With certain groups, the District may require the attendance of a 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. Insurance

- 4.1. The group will provide adequate public liability insurance for its own participants.

#### 5. Indemnification and Hold Harmless

- 5.1. The User Group shall indemnify and hold harmless the District and any of its officers, employees, servants, agents and contractors for any and all loss, liability, claims or expense arising out of the use and/or occupation of the property belonging to the District by the User Group and any of its officers, employees, servants, agents, contractors and volunteers, except that such loss arises from the independent negligence of the District.

#### 6. Waiver of Subrogation

- 6.1. The User Group hereby agrees to waive all rights of subrogation or recourse against the District with respect to the use or occupation by the User Group of the premises described in the rental agreement.

#### 7. Cancellation

- 7.1. 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 District, or if the District shall require any of the facilities for one night for any purpose, the said facilities shall be made available to the District, provided that the Renter receives ten (10) days notice to any such intended use. Groups wishing to cancel a session are to notify the Secretary-Treasurer in advance when a session is cancelled, or regular rental charge will apply.

#### 8. Rental Agreement

- 8.1. Applications for use of facilities are to be made 10 days prior to starting date. No changes or alterations may be made to the Rental Agreement unless authorized by the Secretary-Treasurer.
- 8.2. All community group contracts extending beyond one year shall be reviewed annually by administration.
- 8.3. The Secretary-Treasurer has the authority to assess fees and determine access.

#### 9. Parking

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

## 10. Alterations

10.1. No alterations, installations, or fastening shall be permitted in the building unless authorized by the District.

## 11. Language

11.1. Profane or insulting language shall not be permitted in the facility

## 12. Temporary Storage

12.1. Storage of renter's equipment will be provided, by prior arrangement with the District, only if lockable storage areas are available.

## 13. Fire Safety

13.1. Persons renting school facilities must comply with the District administrative procedures and with Municipal fire by-laws. These include use of only fire-proof props; not exceeding the seating capacity and keeping existing exits clear.

## 14. Smoking and Intoxicants

14.1. Possession or consumption of intoxicants on any portion of school and District premises is strictly prohibited. There shall be no smoking or vaping in or on any District property.

## 15. Damages

15.1. All breakages and damages will be repaired or replaced by District personnel and charges billed to the Renter.

## 16. Lost Property

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

## 17. Rental Times

17.1. If the time approved on the Rental Agreement does not conform to normal rental periods, or if there is future increased demand for the facilities, the District reserves the right to change the rental time. Groups are to arrive ten minutes before commencement time and leave at termination time.

## 18. Access to Facilities

18.1. Access on school nights will be through the custodian on duty. Access on weekends and holiday periods will not be allowed unless provision is made for a custodian or a security guard to unlock and lock-up the premises. No keys will be issued to rental groups. There is a minimum call-out charge for this service, to be paid by the Renter.

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: May 5, 1997  
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