



POLICY NO. 2200

COMMUNITY USE OF SCHOOL DISTRICT PROPERTY AND FACILITIES

POLICY

It is the policy of the Board of Education to permit the use of school facilities and/or grounds for community purposes subject to the following guidelines and in accordance with the attached regulations.

The use of school facilities and grounds will be discouraged if other suitable facilities are available in the community.

School functions take precedence over all others: and any use of facilities and/or grounds which may interfere with school instructional time will not be permitted.

The following are the priorities for the use of school facilities:

- School Use
- College
- Cultural and Recreational Events
- Organizations and Clubs (non-profit)
- Commercial Enterprises

Joint Use Agreements between the School District and other bodies/institutions supersede this policy.

REGULATIONS

A. Booking Facilities:

1. Principals, or designate, will be responsible for booking all activities in the school. All users will be required to sign the appropriate application form prior to use of facility. These forms are available at the school.
2. All facilities should be booked well in advance (2 weeks).
3. Schools will not be used, except with the approval of the Direction of Operations or Operations Supervisor, during the following periods: Christmas Break, Spring Break and Summer Break, in order to facilitate maintenance and cleaning. Those wishing to book facilities during these periods should submit their request one month in advance.

B. Conditions:

1. Groups booking school facilities will be required to have appropriate liability insurance and provide proof of insurance where required.
2. Smoking or the use of tobacco products is not permitted in School District buildings or on School District property.
3. Alcohol is only permitted on School District property if permission is obtained from the Board of Education. A copy of a valid Liquor Licence must be provided to the Board Office.
4. No person except a School Board employee authorized by the school's Principal or the Director of Operations will be given keys or alarm combinations to the school.
5. On regular scheduled school days, a district employee shall be in attendance when school facilities are being used. An approved permit may need to be presented.
6. When school is not in session, or on weekends, a School District employee will be called to open, close and clean the facility, as necessary. The user group will pay the cost of this call-out.
7. Groups using school facilities will be responsible for the costs of:
 - 7.1 rental of facility, if applicable (see Schedule of User Fees);
 - 7.2 cleaning of the facility to a standard required by the Director of Operations or his designate;
 - 7.3 damage to school property caused by the use of the facility by the user group;
 - 7.4 alarm call-outs caused by members of the user group;
 - 7.5 supervision of the facilities used and seeing that the members of the user group remain in the rented area; and
 - 7.6 seeing that all equipment approved for use is returned to its rightful place;
 - 7.7 If extra services are required by the user, the cost associated with these services may be charged to the user.

8. The user group shall provide proper supervision to safeguard school property and will ensure that all rules and regulations of the School District and the Fire Marshall are complied with.
9. The use of street shoes or other footwear, which could damage gym floors, is prohibited.
10. No equipment may be borrowed and removed from school property, or used within the school by outside groups or individuals without the Principal's approval or, in his absence, the Principal Designate.
 - 10.1 Where special equipment such as projectors, P.A. systems, or stage lighting are required, a trained operator must be in attendance.
11. The Principal has the authority to refuse any group or organization the use of school facilities.

SCHEDULE OF USER FEE

Type of Activity

- | | | |
|---|--|-----------------|
| 1. Youth and Employee Groups | School Sanctioned Youth Groups Other Youth Groups Employee Groups | RMTA and CUPE * |
| 2. Community Groups and Non-Profit Groups | Educational Organizations Adult Recreation, Community Groups or Commercial Youth Activities Dance Groups: Ballet, Aerobics, Jazz, etc. | |
| 3. Commercial Groups | Banquets Dances Ceremonies Commercial Endeavours Conferences | |

Commercial groups and any group using District facilities for fundraising will be required to obtain their own liability insurance and proof of liability insurance must be provided.

RATES (including GST)

| | <u>1. Youth/Employee</u> | <u>2. Community</u> | <u>3. Commercial</u> | |
|--------------------------------|-----------------------------------|---------------------|------------------------------------|-----------------------|
| 1. 2. | Classroom | No charge | \$5.00 | \$20/Hr. \$150/Day |
| | DTSS Theatre | No Charge | \$75/performance \$20/rehearsal | \$300/Day \$50/Hr. |
| <u>Single Use</u> | McKim Theatre | Separate Agreement | Separate Agreement | Separate Agreement |
| | Gymnasium | No Charge | \$15.00 | \$450/Day |
| | Gymnasium (secondary & middle) | No Charge | \$20.00 | \$600/Day |
| | Classroom | No Charge | \$75.00 | N/A |
| <u>Continuous Use**</u> | DTSS Theatre | N/A | N/A | N/A |
| (Sept.-June) | McKim Theatre | Separate Agreement | Separate Agreement | Separate Agreement |
| | Gymnasium | No Charge | \$200.00 | N/A |
| | Gymnasium | No Charge | \$250.00 | N/A |

** **Continuous Use is a combination of days, up to 21 times** in the above period.

* RMTA/CUPE: To be determined by the Principal and/or the Secretary Treasurer

RULES GOVERNING THE USE OF SCHOOL FACILITIES

- | | | |
|-----|-----------------------------------|--|
| 1 | Obey Rules | All regulations issued by the Board of Education, pertaining to the renting and use of school premises, as well as these rules posted in the particular premises concerned, must invariably be complied with. |
| 2. | Non-Compliance And Damages | Infraction of rules, or any occurrence of unreported damage to plant or equipment, will result in suspension of use of any school property to the group found responsible. Any damage, beyond normal wear and tear, will be charged to the contract holder. |
| 3. | Supervisors Required | All groups using school facilities shall provide adequate supervision of the participants in the activity by a mature person(s). The right is reserved to evaluate the supervision. An individual appointed by the organization, on duty throughout the occupancy, will: <ul style="list-style-type: none"> (a) Make himself known to the custodian on duty in the building; (b) Enforce all Board rules; (c) Supervise entrance and adjacent area to prevent unauthorized persons from entering the building. (d) Limit activities to the area assigned to the group and restrict participants to these areas; (e) Ensure that specified time is adhered to, or, if slight variation becomes necessary in closing time, advise the custodian. (f) Ensure that all members are out of the building when the activity ceases. |
| 4. | Smoking | Smoking or the use of tobacco products is not permitted in School District buildings or on District property. |
| 5. | Alcohol | No alcoholic beverage shall be brought onto school property at any time, unless prior written permission is obtained from the Board of Education. |
| 6. | Vacating Buildings | All rentals must terminate by the time shown on the rental permit. Custodians on duty are authorized to close the premises at the time stated on the Rental Permit. |
| 7. | Footwear | Footwear, which would damage gym floors or other areas specified in the permit, is not allowed where use is made for sports, square dancing, or other similar activities. |
| 8. | P.A. Systems | Use of the P.A. systems will be allowed only if the intended operator arranges with the School Principal, to receive adequate instruction on the proper use of the system. |
| 9. | Moving of Equipment | Equipment, which the Board permits Lessees to use, must not be moved from one part of the building to another. Moving of all Board equipment must be handled by the Custodial or Maintenance Staff. |
| 10. | Restricted Use | Only the areas specifically mentioned in the Rental Contract may be used; access to other parts of the building is not included unless prior approval has been granted. |
| 11. | Temporary Storage | Temporary storage space may be allowed in the school, with prior approval of the Principal. |
| 12. | Grounds | Do not use grounds during and immediately following a rainfall, if the surface is soft. |
| 13. | Clean up Grounds | Lessees must clean up papers, rocks, and other refuse left on the grounds by spectators and others who may be present. |
| 14. | Restricted Use | Only areas specifically mentioned in the Rental Contract may be used; when using groups, access to buildings is not included unless previous approval has been granted. |
| 15. | School Use | School Functions take precedence over all others, and any rental which may interfere with school instructional time will not be permitted. |



**SCHOOL SANCTIONED YOUTH GROUPS
and
EMPLOYEE GROUPS
(Group 1)
APPLICATION TO RENT SCHOOL FACILITIES**

Page 1 of 1

NAME OF GROUP: _____

DESCRIPTION OF ACTIVITY: _____

EQUIPMENT REQUIRED: (See attachment for lighting and sound equipment available)

DATE(S) OF USE: _____ RENTAL RATE: (See below) _____

TIME: Access to Facilities: _____
Doors Open to Public: _____
Doors Close to Public: _____
Clean-up Completed: _____

NATURE OF GATHERING: _____

ADMISSION CHARGE: ADULT: _____ STUDENT: _____

SEATING CAPACITY: _____

“A” Rental Rate – Auditorium
_____ Hours @ \$_____ per hour
Equals total rental rate of: \$_____

“B” Custodial Rate
_____ Hours @ \$ _____
Equals total Custodial Rate of \$ _____

Opening/Closing of Facility (if required)
Monday to Saturday - \$50 Yes No
Sunday - \$75 Yes No

“C” Lighting & Sound Technician
_____ Hours @ \$_____ per hour
Equals total Lighting & Sound rate of: \$_____

“A”, “B” and “C” as applicable = \$ _____ plus GST \$ _____ = \$ _____

I acknowledge having read in full the Agreement and as duly authorized Agent or authorized Signatory on behalf of _____ (name of organization or user), I accept all the terms and covenants of this Agreement. I further certify that I have read the rules governing use of school facilities attached hereto and agree to perform thereto, and to be strictly bound thereby.

Dated the _____ day of _____, 20 _____

Authorized Applicant

| |
|---|
| <p>SCHOOL USE ONLY: Location Assigned: _____ Custodian Notified: _____</p> <hr/> <p>School Principal or Designate</p> <hr/> <p>Secretary Treasurer</p> |
|---|



OTHER YOUTH GROUPS (Group 1)
COMMUNITY/NON-PROFIT GROUPS (Group 2)

APPLICATION TO RENT SCHOOL FACILITIES

NAME OF ORGANIZATION: _____

DESCRIPTION OF ACTIVITY: _____

EQUIPMENT REQUIRED: (See attachment for lighting and sound equipment available)

DATE(S) OF USE: _____ RENTAL RATE: (See below) _____

TIME: Access to Facilities: _____
 Doors Open to Public: _____
 Doors Close to Public: _____
 Clean-up Completed: _____

NATURE OF GATHERING: _____

ADMISSION CHARGE: ADULT: _____ STUDENT: _____

SEATING CAPACITY: _____ LOCATION: _____

“A” Rental Rate – Auditorium
 _____ Hours @ \$ _____ per hour
 Equals total rental rate of: \$ _____

“B” Custodial Rate
 _____ Hours @ \$ _____
 Equals total Custodial Rate of \$ _____

Opening/Closing of Facility (if required)
 Monday to Saturday - \$50 Yes No
 Sunday - \$75 Yes No

“C” Lighting & Sound Technician
 _____ Hours @ \$ _____ per hour
 Equals total Lighting & Sound rate of: \$ _____

“A, “B” and “C” as applicable = \$ _____ plus GST \$ _____ = \$ _____

Application made on behalf of _____

(Name of Organization or Group)

This _____ day of _____, 20 _____

WITNESS to the signature of

This _____ day of _____ 20 _____

Name

Occupation

Address

Authorized Agent or Signatory

Name of Organization or User

Address

Phone Number



**OTHER YOUTH GROUPS (Group 1)
COMMUNITY / NON-PROFIT GROUPS (Group 2)**

APPLICATION TO RENT SCHOOL FACILITIES

1. The application must be signed by an authorized officer or agent of the *Community Group, Non-Profit Group or Other Youth Group* (hereinafter referred to as the "User" or "Users" or "Tenant"). Once the application is accepted by the authorized representative of School District No. 6 (Rocky Mountain), the terms and conditions of the application shall form an agreement to which all members of the *Community Group, Non-Profit Group or Other Youth Group* agree to be bound and to observe. PLEASE READ THIS APPLICATION CAREFULLY AND INFORM ALL MEMBERS OF YOUR GROUP OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.
2. The User agrees to make such rules fully known to its members and agrees to inform all members and users of the School Facility of the terms and conditions of this agreement BEFORE USING the facility or entering upon any property of School District No. 6 (Rocky Mountain) for the use of such facilities.
3. The User certifies and agrees that, prior to signing this application, it has received a copy of the RULES GOVERNING USE OF SCHOOL FACILITIES which rules are attached to and form part of this agreement, and further agrees specifically to make such RULES fully known to its members who may be making use of the School Facility in any manner during the time the group is authorized to make use of such facilities.
4. Notwithstanding the requirements for insurance (*if applicable*), as set out, it is understood and agreed by the parties hereto that the User shall indemnify and shall hold harmless the Board of Education of School District No. 6 (Rocky Mountain), and its employees, servants, agents, and contractors, from any and all claims or expenses arising out of the use and/or occupation of the property belonging to the School 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 School District.
5. The User shall, without limiting its obligations or liabilities herein and at its own expense, provide and maintain the following insurances, as necessary, with insurers licensed in British Columbia and informs and amounts acceptable to School District No. 6 (Rocky Mountain).
6. The User hereby agrees to waive all rights of subrogation or recourse against the School District with respect to the use or occupation by the User of the premises described in the permit or license agreements. The User shall be responsible for the defence of any suit brought against the Board or the School District on account of any claim alleging legal liability for loss, costs or damages resulting from bodily injury, including death, of or to any person or persons, or from damage to the property of others, including the property of the User, during the use, intended or otherwise, of the Board or School District property or premises. Furthermore, the User shall indemnify the Board for any loss or damage to the Board's or School District's equipment, including any indirect expenses resulting therefrom.
7. The party signing on behalf of the Users must be over nineteen (19) years of age.

| | |
|--|---|
| <p>School Use Only</p> <p>Type of Group:</p> <p><input type="checkbox"/> Other Youth Groups (Group 1)</p> <p><input type="checkbox"/> Community (Group 2)</p> <p><input type="checkbox"/> Non-Profit (Group 2)</p> <p>Insurance Required: Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Note: If "yes", clause 5 is applicable; if "no", clause 5 is not applicable</p> <p>Certificate of Insurance Attached Yes <input type="checkbox"/> No <input type="checkbox"/></p> | <p>Invoice Required:</p> <p><input type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p> <p>Amount _____</p> <p>Account Code _____</p> |
| <p>Accepted on behalf of School District No. 6 (Rocky Mountain) this _____ day of _____, 20 _____</p> <p align="right">_____</p> <p align="right">School Principal or Designate</p> <p align="right">_____</p> <p align="right">Secretary Treasurer</p> | |



COMMERCIAL GROUP (Group 3)

APPLICATION TO RENT SCHOOL FACILITIES

NAME OF ORGANIZATION: _____

DESCRIPTION OF ACTIVITY: _____

EQUIPMENT REQUIRED: (See attachment for lighting and sound equipment available)

DATE(S) OF USE: _____ RENTAL RATE: (See below) _____

TIME: Access to Facilities: _____
Doors Open to Public: _____
Doors Close to Public: _____
Clean-up Completed: _____

NATURE OF GATHERING: _____
ADMISSION CHARGE: ADULT: _____ STUDENT: _____
SEATING CAPACITY: _____

“A” Rental Rate – Auditorium
_____ Hours @ \$_____ per hour
Equals total rental rate of: \$_____

“B” Custodial Rate
_____ Hours @ \$ _____
Equals total Custodial Rate of \$_____

Opening/Closing of Facility (if required)
Monday to Saturday - \$50 Yes No
Sunday - \$75 Yes No

“C” Lighting & Sound Technician
_____ Hours @ \$_____ per hour
Equals total Lighting & Sound rate of: \$_____

“A”, “B” and “C” as applicable = \$_____ plus GST \$ _____ = \$ _____

Application made on behalf of _____
(Name of Organization or Group)

This _____ day of _____, 20 _____

WITNESS to the signature of

This _____ day of _____ 20 ____
Name
Occupation
Address

Authorized Agent or Signatory

Name of Organization or User

Address

Phone Number

COMMERCIAL GROUP (Group 3)

1. The application must be signed by an authorized officer or agent of the Commercial Group (hereinafter referred to as the "User" or "Users" or "Tenant"). Once the application is accepted by the authorized representative of School District No. 6 (Rocky Mountain), the terms and conditions of the application shall form an agreement to which all members of the Community Group, agree to be bound and to observe. PLEASE READ THIS APPLICATION CAREFULLY AND INFORM ALL MEMBERS OF YOUR GROUP OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.
2. The information requested on this page and on the other side of this page must be completed and shall form part of this agreement.
3. The User agrees to make such rules fully known to its members and agrees to inform all members and users of the School Facility of the terms and conditions of this agreement BEFORE USING the facility or entering upon any property of School District No. 6 (Rocky Mountain) for the use of such facilities.
4. The User certifies and agrees that, prior to signing this application, it has received a copy of the RULES GOVERNING USE OF SCHOOL FACILITIES which rules are attached to and form part of this agreement, and further agrees specifically to make such RULES fully known to its members who may be making use of the School Facility in any manner during the time the group is authorized to make use of such facilities.
5. Notwithstanding the requirements for insurance as set out in clause eight (8), it is understood and agreed by the parties hereto that the "User" or "Tenant" shall indemnify and shall save and hold harmless the Board of Education of School District No. 6 (Rocky Mountain), (hereinafter referred to as the "Board" or the "School District"), and its employees, servants, agents and contractors, from any and all claims resulting from the User's use or occupancy of the Board's or School District's property or premises.
6. The User shall be responsible for the defence of any suit brought against the Board or the School District on account of any claim alleging legal liability for loss, costs or damages resulting from bodily injury, including death, of or to any person or persons, or from damage to the property of others, including the property of the User, during the use, intended or otherwise, of the Board of School District property or premises.
7. Furthermore, the User shall indemnify the Board for any loss or damage to the Board's or School District's equipment, including any indirect expenses resulting therefrom.
8. Comprehensive general liability insurance with a limit of not less than Two Million Dollars (\$2,000,000.00) or such other amount as the School 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, and contractors as additional insured with respect to liability arising out of the use of occupation by the User of property belonging to the School District. Such comprehensive general liability insurance shall contain coverage for the premises and operations, products and completed operations, blanket contractual liability, cross liability, contingent employers liability, occurrence property damage, employees and/or volunteers as additional named insured, broad form property damage and tenants all risks legal liability subject to a minimum limit of Two Million Dollars (\$2,000,000.00) to apply to the use and/or occupation by the User of the premises described in the permit or license agreement. Such insurance shall name the Board as an additional insured and the insurer shall notify the Board at least thirty (30) days in advance of cancellation or any material change in scope of coverage. Evidence of such insurance must be provided in advance of use to the Board.
9. The party signing on behalf of the Users must be over nineteen (19) years of age.

| | |
|--|--|
| SCHOOL USE ONLY | |
| Invoice Required: | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Amount | _____ |
| Account Code | _____ |
| Certificate of Insurance Attached: | <input type="checkbox"/> |
| ACCEPTED on behalf of School District No. 6 (Rocky Mountain) this _____ day of _____, 20____ | |
| | _____ Authorized Representative |
| | _____ Secretary Treasurer |

Date: _____

Mr. Cameron Dow
Secretary Treasurer
School District No. 6 (Rocky Mountain)
P.O. Box 430
Invermere, B.C.
V0A 1K0

Dear Cam:

Re: Supervision of Facility

I am an employee of School District No. 6 (Rocky Mountain) and am willing to supervise the following activity:

Organization: _____

Facility: _____

Date: _____

Time: _____

I acknowledge that, in this capacity, I am not acting as a School District employee, and the activity outlined above is not considered to be a School or District sanctioned event.

I also acknowledge in advance that, as the supervisor of the activity, I can be held personally liable for any events or actions that could result from the organization using the District facility. I have arranged to have my name placed on the insurance coverage required by the District, if applicable.

Employee's Signature

Please Print Name